



Tuesday, April 9, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

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

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

PUBLIC COMMENT - *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*

PUBLIC HEARING - QUASI JUDICIAL HEARING - 30 Minutes

1. Request to continue Reserve at Hockett Gulch Annexation and Planned Unit Development - File#: AN 18-01 and PUD18-02.
 - a. Executive Session - To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) as it relates to Reserve at Hockett Gulch Annexation and Planned Unit Development.

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

1. Minutes March 26, 2019
2. Bill Pay March 2019

TOWN MANAGER AND DEPARTMENT UPDATE - 15 Minutes

1. Town Manager Update
2. Department Update
3. Lower Basin Water Treatment Plant, Michael Harmon
4. Arbor Day Proclamation

PUBLIC HEARING - QUASI JUDICIAL HEARING - 30 Minutes

1. Haymeadow Subdivision, Filing 1 Final Plat and Subdivision Improvements Agreement – File#: S18-01

OLD BUSINESS - 10 Minutes

1. Ordinance 05-2019 Prohibit Photography and Videography in Areas of Public Buildings Where Notice is Posted, Brandy Reitter, Town Manager

NEW BUSINESS - 45 Minutes

1. Fee Schedule Amendments and Proposals
 - a. Construction Water and Sewer Proposal, Jill Kane Finance Director
 - b. Ordinance 10-2019 Public Safety Impact Fee Draft Language, Bill Shrum Assistant to the Town Manager
 - c. Ordinance 07-2019 An Ordinance Of The Town Of Eagle, Colorado, Amending Sections Of The Eagle Municipal Code Concerning Various Fees And Costs, And Authorizing Fees To Be Set By Resolution Of The Board Of Trustees Jenny Rakow Town Clerk
2. Extraterritorial Water Service Agreement – 177 Mosher Lane, Deron Dircksen Utilities Manager and Bryon McGinnis Public Works Director
3. Entertainment Districts Overview and Proposal, Town Clerk, Police and Events
4. Resolution 21-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Authorizing Town Consultants And The Mayor To Take Certain Actions Regarding The Town's Green Mountain Reservoir Contract *(Roll Call Vote)*

BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 10 Minutes

1. NWCCOG Meeting Update/Recap

ADJOURN - 8:30 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 - TOEE – ((TOEEWireless))



To: Honorable Mayor and Town Board of Trustees

From: Carrie McCool, Interim Town Planner

Date: April 3, 2019

Agenda Items: Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights)

REQUEST: Staff is requesting the Town Board of Trustees continue the annexation, Planned Unit Development and Site Specific Development Plan hearing. The next regularly scheduled Town Board meeting date is May 14, 2019; however, the applicant is requesting to be heard on a special public hearing date of April 30, 2019.

BACKGROUND: On March 13, 2018, the Board of Trustees passed a resolution finding the Annexation Petition and Plat for Reserve at Hockett Gulch to be in substantial compliance with Section 31-12-107(1) C.R.S. This resolution also set the date for the Public Hearing to determine if the proposed annexation complies with the Colorado Constitution and applicable sections of the Colorado Revised Statutes. The hearings have been continued in order to allow for the land use application process to continue.

ANALYSIS: The PUD application was heard by the Planning and Zoning Commission on February 5, 2019. The Annexation, PUD and Site Specific Development Plan (vesting of property rights) applications were noticed and heard at the March 12, 2019 Board of Trustees Public Hearing. The Town Board continued the applications to the April 9, 2019.

COMMUNITY INPUT: The Annexation Petition and Plat have been noticed per Section 31-12-108, C.R.S. Colorado Revised Statute outlines that when a zoning application accompanies the annexation petition and plat, the required noticing for the zoning process should be followed and those notices shall be completed separate from the annexation notices. Staff has noticed the land use hearings in accordance with the town's municipal code.

BUDGET / STAFF IMPACT: n/a

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This request is in alignment with Major Objective 10: Address Essential Planning and Land-Use Challenges. Specifically, the project is being reviewed according to the Town of Eagle Land Use and Development Code as well as the Colorado Revised Statutes.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to continue the Annexation, Planned Unit Development (PUD) and Site Specific Development Plan Public Hearing for Reserve at Hockett Gulch to either the next regularly scheduled meeting date of May 14th or a special public hearing date of April 30, 2019.

ATTACHMENTS: None



To: Mayor and Town Board of Trustees

From: Matt Mire, Town Attorney

Date: April 9, 2019

Agenda Item: Executive Session - To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) as it relates to Reserve at Hockett Gulch Annexation and Planned Unit Development.

REQUEST: To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) as it relates to Reserve at Hockett Gulch Annexation and Planned Unit Development.

BACKGROUND: N/A

ANALYSIS: N/A

COMMUNITY INPUT: N/A

BUDGET / STAFF IMPACT: N/A

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: N/A

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION to enter into Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) as it relates to Lane Use Files AN18-01 and PUD18-02 Reserve at Hockett Gulch Annexation and Planned Unit Development.

ATTACHMENTS: None



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

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

TRUSTEES PRESENT

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

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
Carrie McCool Interim Town Planner
Jill Kane, Finance Director/Treasurer
Colton Berck, Planner I
Bryon McGinnis, Public Works Director
Jeremy Gross, Marketing and Events Manager

1. Moment of Silence for Eric Hill

Mayor McKibbin opened the meeting and allowed Trustee Kerst to say a few words about Eric Hill and then called for a moment of silence.

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

Mayor McKibbin stated there were no changes to tonight's agenda.

PUBLIC COMMENT - *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*

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

PRESENTATIONS - 35 Minutes

1. Employee Introductions: Charlie Davis Building Official, Suzanne Goodwin Information Center Manager and Kyle Anderson and Daniel McFadden Water/Wastewater Operators (5 Minutes)

Brandy Reitter introduced new employees to the Town Board. Board thanked the staff for joining the Town.

2. One Book One Valley Proclamation, Lori Barnes Vail Public Library (10 Minutes)
Mayor McKibbin read the One Book One Valley Proclamation into the record.
3. Elevate Eagle, Colton Berck Planner I (10 Minutes)
Colton Berck presented the Elevate Eagle update to the Town Board. Board thanked Colton for the presentation and update.
4. Greater Eagle Fire Protection District Proposed Wildfire Mitigation Projects” - Hugh Fairfield-Smith GEFPD Wildland Coordinator (10 minutes)
Hugh Fairfield-Smith gave update to the presentation as shown previously. He reviewed homeowner contacts made regarding the proposal and regarding the mitigation in Eagle Ranch. Hugh stated he encountered support for the mitigation project. Tonight, he is asking for formal permission to begin with the mitigation projects as proposed.

Public Comment: Melanie Richmond stated her support of project.

MOTION: Trustee Matt Solomon motioned to Approve the Greater Eagle Fire Protection District Proposed Wildfire Mitigation Projects. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

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

1. Minutes - March 12, 2019
2. Resolution 17-2019 A Resolution Adopting The 2018 Eagle County, Co Hazard Mitigation Plan Update and Authorizing the Chairman of Eagle River Fire Protection District to Sign the Approved Agreement, Bill Shrum Assistant to the Town Manager
Board Comments: Confirmed Bryon McGinnis is representative for the mitigation plan and that the Town agrees with the mitigation's listed in the plan. Agenda title was incorrect, but the Resolution included in packets is correct.

MOTION: Trustee Kevin Brubeck motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

TOWN MANAGER AND DEPARTMENT UPDATE - 20 Minutes

1. Town Manager Update
Brandy Reitter updated the Board that the Town received a \$25K grant from DOLA for downtown assessment. The was awarded the Tree City USA designation today as well. The Community Development Director position opening closes April 8th. The Reserve at Hockett Gulch hearing is coming back on April 9th. The Town Board

nominated Trustee Turnipseed to be on the hiring committee for the Community Development Director.

Board Comments: Regarding the Art Wall, the consultant will do an open house to get feedback from the community for this item.

2. Eagle River Park, NV5

John Usury from NV5 was present for this item and provided an update. John stated the project is on track to meet ribbon cutting on May 24th. There were no board comments.

a. Change Order No. 9 Eagle River Park \$65,585.00

John Usury from NV5 presented this item. This amount is for two feet of sand, drainage and borders for the sand located by feature by number 2. This is a park amenity and will help with storm water drainage. The Executive Committee recommends approval.

Board Comments: there is interest in a sponsor for this feature. Inquired about longevity of sand and if it will wash out every spring. John Usury stated it will have a two-foot barrier but will require routine maintenance. The cost fits within our bonding capacity.

MOTION: Trustee Scott Turnipseed motioned to Approve the Change Order No 9 Eagle River Park in the Amount of \$65,585.00. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

3. Change Order Lower Basin Water Treatment Plant – Proposed Backup Generator Upsizing \$460,000.00, Bryon McGinnis Public Works Director (Roll Call Vote Required)

Bryon McGinnis presented this item and request for upsizing the generator and the Lower Basin Water Treatment Plant. Warren Swanson from SGM was also present and provided the Board with background and information on why this request is being made.

Board Comments: Bryon provided that there has been some savings on other areas with this project that could make this less impactful on the budget. Questions regarding if solar was considered as an alternative. Warren Swanson stated he did not believe solar would be robust enough power source to power the plant at the same cost.

MOTION: Trustee Kerst motioned to Approve Change Order Lower Basin Water Treatment Plant – Proposed Backup Generator Upsizing \$460,000.00 . Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed and Witt) and 0 opposed.

PUBLIC HEARING - Quasi Judicial Hearing - 90 Minutes

Project: Red Mountain Ranch Planned Unit Development (Separate Attachment in Packet)

File #: PUD18-01 / AN17-01 / S18-02

1.

Applicant: Mervyn Lapin and Red Mountain Ranch Partnership, LLP

Location: Approximately 130 acres on the east end of the town boundaries, south of Highway 6, north of the

Eagle River. Parcel Numbers 193926300012, 193927400039, 193927300029, 193934200041, 193934200042, 193933100004, 193933100002 in unincorporated Eagle County.

Staff Contact: Carrie McCool, Interim Planner

Request: Request for a Planned Unit Development (PUD) Zoning Map Application – max of 153 dwelling units of various types, limited commercial areas and open space/park areas. Site Specific Development Plan (vesting of property rights). Annexation from unincorporated Eagle County to the Town of Eagle and request for a Subdivision Sketch Plan.

OPEN PUBLIC HEARING

Mayor McKibbin opened File# PUD 18-01, AN17-01 and S18-12 and stated the intent will be to allow one hour and fifteen minutes for presentation and then allow public comment.

Carrie McCool Interim Town Planner introduced this item and stated the applicants are requesting the following: 1. Annexation; 2. (PUD) Zoning Map Application - max of 153 dwelling units of various types, limited commercial areas, and open space/park areas; and 3. Site Specific Development Plan (vested property rights) and 4. Subdivision Sketch Plan.

The Applicant was represented by Rick Pylman, who introduced several support team members in the audience. Rick provided the Town Board with his presentation.

Rick provided the applicants response to the conditions from staff and planning commission:

Condition 1: Development shall be prohibited in Planning Areas 3 through 7 until such time that Town water and sewer service connections can be provided at the developer's expense, with the exception of vault toilets for campgrounds, trailheads, and other similar town facilities. Applicant has agreed with condition.

Condition 2: The PUD Guide be revised to reflect a 75-foot setback from the high-water mark except for soft surface trails, irrigations structures, and other low impact encroachments. Still working on this condition and would like to modify it to 50 feet in certain areas.

Condition 3: Cash in Lieu payment can be accepted in place of on-site units provided that if a negotiated amount cannot be agreed upon, the town's on-site LERP requirement will remain in place. Applicant is still working on this condition with staff.

Condition 4: Planning Area 5B shall be dedicated at first subdivision filing and access at Hwy 6 to the parcel be completed within a certain timeframe not tied to phasing of development. Applicant would like to modify this to allow for infrastructure to be in place prior to dedication. Public ownership in the middle of construction is the concern. Offers to change the condition to parcel 4 or 5a.

Condition 5: Payment of impact fees shall be required at time of Development Permit or residential subdivision where individual lots are being created. Applicant agrees to this condition.

Condition 6: The requirement for review and approval of a Riparian Management Plan with the submittal of the first development shall be documented in the PUD guide. The Riparian Management Plan shall allow for adequate

public access to the river and open space parcels while protecting environmentally sensitive areas. Applicant agrees with this condition.

Planning Commission included Condition 7: If file PUD18-01 Red Mountain Ranch PUD is not approved; the sketch plan will become void.

Carrie McCool presented the town staff report for this project. There were some changes presented tonight and staff has not had a chance to review those, therefore we have no comments or recommendations on those.

Carrie went over the process milestones; the standards of approval for each of the four application types and the recommendations including conditions. Carrie entered into the record comments received from Annie Egan.

Board Comments: Confirmation that Parcels 6 and 7 are outside the Town's growth boundary. Interest in further information regarding the 100-year flood plain and high-water mark and impacts on the setbacks as proposed of 50 and 75 feet within the project. The 1/6 contiguity was requested to be confirmed. Inquired if staff agreed on how the water and sewer connections were going to occur. Staff has concerns about length of pipe and subsequent water quality for this project with the need for flushing. Looping could occur if RED Development parcel is built and linked with this project.

Mayor McKibbin opened this item for public comment: (8:17 p.m.)

Michael Cacioppo: expressed his concern with the 1/6 contiguity and previous issues Vail had with this type of situation. If there is not contiguity, the annexation discussion is moot.

Stan Kensinger: this project provides economic vitality to the town and public access for fishing and river use. The open space is unheard of with a development. The Bernstein report is a very compelling report. My stand on our need for multifamily and attainable housing is that we need more density and more people living in eagle where they spend their money and live and play. This is a great project of 90 units. Encourages board approval.

Mick Daly: With the Eagle River Corridor Plan we will see first element of its vision come to reality with the whitewater park and upland park. This project can be the second phase of that plan. We all saw the video and my vision is the Eagle River can help this project become the amenity and jewel Eagle wants it to be.

Frank Johnson: for last year we have been trying to sell our house in Vail and take the money and invest in a smaller home. We talked to Merv about this project and it is an attractive project to us. We are impressed with this project and what it has to offer. Merv is a heartfelt guy and sounds as if the work he has he is trying to create a project to benefit the community and those who would be lucky enough to live there. Please continue to work with him.

Markian Feduschak President Walking Mountain Science Center: stated this is an educational opportunity on 15 acres that will connect to Walking Mountain Science Center. This property has unparalleled educational opportunity. We do not have this kind of access. It is close to the schools. Would like to see a bridge in the future. We have a successful model in Avon and we have this vision of trails focused on the river. This is more public access to the river. This project allows access in a good way.

Cynthia Lepthein: stated this is a great opportunity to educate our kids to be better stewards of the land. We

were told it is a bad idea to build in riparian areas. Eagle is in planning bind. This land is too narrow of an area to develop in. It looks great the pictures, but it does not represent how crowded it will be and how much beautiful vegetation will go away for developed area. These areas are for wildlife corridors and the deer use in the spring. The areas designed are areas where the homes are going, and I know where they are. It is a big dilemma everything left is sensitive. I would ask that the Board go more slowly and not approving all at once. There are problems with water delivery and need to be sure that the wildlife can eat food in April.

Mayor McKibbin closed public comment. (8:32 p.m.)

Board Comments: Concern about language in PUD guide regarding stream setbacks and defining what formal landscaping is allowed in that area. What is the camping proposal and how much is planned. Agreed that fee in lieu is a good idea for the LERP. Estimate would be value of \$25K-\$40k per each unit. Would like analysis of price for sale vs free market rate of those units. Clarification that the public amenities in this proposal the Town must construct and maintain, and we may not have the money for that anytime soon. Suggestion that all density be on the first two parcels to cluster the development and leave the remainder as open space to mitigate the cost of maintenance on the infrastructure extended to the other parcels.

Concerns regarding flood plain the run off that may occur this year. How usable is the open space on Parcel 4 and what is the access? Would like Short Term Rentals addressed. The building height of 40 feet needs to be discussed further. Confirmation that there is a three-year period to start development before an extension may be granted.

Would like applicant to work with staff on water to come up with an agreement. Would like to see more of a buffer between river and buildings. Board would like to see what the riparian management plan would look like and how it will be enforced. Requested clarification timing of vesting and how long it lasts and the expiration for certain plans.

Merv Lapin - owner of parcel 1 and 2 and general manager of Red Mountain Ranch. Provided that the densities requested, and their locations are due to the agreement to connect to the Town's water and sewer systems. This will be a great potential tourist attraction for the town. The boat launch location was selected to tie in with water park. Parcels 1,5 and 6 will be first to be developed. By not dedicating Parcel 5 to the Town at the beginning, will allow private ownership to work faster with CDOT requirements. We want control over parcels until water and sewer is installed. We have spent 4 years planning this project and input of town managers and planning staff to come up with this.

Dave from SGM stated the applicant will work with town staff and Mott McDonald on an engineering analysis to get answers regarding the infrastructure and address water quality concerns.

Board Comments: with regard to a public safety impact fee, these are a onetime fee. Would like applicant to consider sharing a portion of the transfer fees for public safety.

MOTION: Trustee Scott Turnipseed motioned to Continue the Red Mountain Ranch File# PUD18-1, AN17-01 and S18-02 until the April 23, 2019 Town Board Meeting. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

OLD BUSINESS - 20 Minutes

Mayor McKibbin called a 10-minute break.

1. Resolution 19-2019 A Resolution Approving An Agreement Between The Town Of Eagle, Colorado And The Northwest Colorado Council Of Governments (NWCCOG) For Project Thor Meet Me Center, Brandy Reitter Town Manager (*Roll Call Vote Required*)

Mayor McKibbin stated we will allow public comment on this item. The deadline is tonight for a decision on this topic and proposed Resolution.

Mayor McKibbin opened Public Comment.

Jawaid Bazyar ForeThought, asked the Town Board to think twice about signing off on THOR. Provided the Board with a handout outlining concerns about the project. Expressed concern regarding providing a government subsidy and that the Town cannot afford the capital. Called the project a rip off. Believed the community has been misled that they are getting improved internet and that is not the case. Believed Eagle's money should stay in Eagle and not support other communities. Asked that the vote be delayed.

Michael Caccioppo stated he was surprised that Gypsum did not agree to partner with this project. State he spoke with Jon Stavney and verified that this money does subsidize other communities and does not bode well for taxpayers and is a bad deal. The company you are signing an agreement with wrote the RFP. Stated he has a problem with competition from government with Comcast and CenturyLink. Requested the Board table this Resolution.

Board Comments: we have only a few weeks to agree to this and will be signing 3-year contract. Would still like to see numbers on what revenue can be generated and projections. Concerns that Eagle County will benefit if we pay for it up front. Have not seen the numbers if we run this as a utility.

Where do we stand if we don't sign? Brandy stated if we don't sign we will tell the NWCCOG that we are withdrawing, and costs will increase for other entities. The contracts need to be in place first of April for the grant. Right now, they need to know if they will build in Eagle. For us to do an Eagle feasibility study it will take 6-9 months. We could try for a grant to complete it. We will miss out on the DOLA match if we do not commit. CDOT is not charging THOR for fiber access to bring to Meet Me Center and we have a window to access for free.

The redundancy loop is why other entities participating is necessary. Attorney Matt Mire stated that we have 180 days to terminate contract after the three years. Confirmation that the bidding process for providers in THOR was competitively bid. There are no other offers on the table to provide service. This contract brings an asset into the town that we can take advantage of and we can move it to anchor institutions. By partnering with them we can consider creating a utility with providers and distribute it. The other issue related to having high speed fiber is related to quality of life and broadband coverage.

This is an investment in our community which is what we are charged with. With this in place, we have ability to provide options for residents at some point. This does not prevent any other provider the ability to come to town and provide services.

MOTION: Mayor McKibbin motioned to Approve Resolution 19-2019 A Resolution Approving An Agreement Between The Town Of Eagle, Colorado And The Northwest Colorado Council Of Governments (NWCCOG) For Project Thor Meet Me Center. Motion was seconded and Passed with a vote of 4 in favor (Jessen, Brubeck, McKibbin and Witt) and 3 opposed (Kerst, Solomon and Turnipseed).

2. Town of Eagle Check and Electronic Transfer Signing Authority, Jill Kane Finance Director

Jill Kane presented this item. There were no board comments.

- a. Resolution 16-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Setting Forth Check and Electronic Fund Transfer Signing Authority

MOTION: Trustee Matt Solomon motioned to Approve Resolution 16-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Setting Forth Check and Electronic Fund Transfer Signing Authority . Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

- b. Resolution 18-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Appointing Scott Turnipseed as an Authorized Signer for Check and Electronic Transfers While the Mayor Pro Tem is Unable to Perform Such Duties

MOTION: Trustee Matt Solomon motioned to Approve Resolution 18-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Appointing Scott Turnipseed as an Authorized Signer for Check and Electronic Transfers While the Mayor Pro Tem is Unable to Perform Such Duties. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

NEW BUSINESS - 60 Minutes

New Business items were postponed to the next Town Board Meeting on April 9th.

1. Fee Schedule Amendments and Proposals
- a. Construction Water and Sewer Proposal, Jill Kane Finance Director
- b. Ordinance 10-2019 Public Safety Impact Fee Draft Language, Bill Shrum Assistant to the Town Manager

BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 15 Minutes

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

ADJOURN - 10:00 p.m.

MOTION: Trustee Matt Solomon motioned to Adjourn. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

Approved:

Date:

Anne McKibbin , Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
MARCH 2019**

General Government

Interactive Health, Inc	Health Benefits	\$	195.00
Meritain Health	Health Insurance		1,417.83
Amazon Marketplace	Office Supplies		69.97
Cintas Corporation	Office Supplies		12.88
Amazon Marketplace	Equipment (Non-Capital)		35.23
Eagle Airport & Ministorage	Communication & Transportation		156.05
Executech Utah LLC	Communication & Transportation		11.50
Eagle Chamber Of Commerce	Dues & Subscriptions		2,000.00
Verizon Wireless, Bellevue	Utility Services		52.72
Colorado Mtn. News Media	Professional Services		8.25
Employer's Council Services, Inc.	Professional Services		617.50
Magellan Strategies	Professional Services		16,000.00
PR Studio	Professional Services		577.50
Thompson, Cliff	Professional Services		1,706.25
Hoffman, Parker, Wilson & Carberry PC	Legal - General		2,598.50
Sands Law Office, LLC	Legal - General		69.51
Executech Utah LLC	Computer Support		127.88
Hotel Denver	Travel Expense		566.00
Owashi Cafe	Meeting Expense		29.90
Red Canyon Cafe	Meeting Expense		472.16
PR Studio	Contract Payments		1,500.00
Always Mountain Time	Community Requests		1,000.00
Eagle Chamber Of Commerce	Community Requests		4,675.00
Radiate Live Events	Community Requests		1,000.00
Yoga Off Broadway	Community Requests		375.00
Total General Government		\$	35,274.63

General Administration

Cash	Municipal Court Cash Drawer Setup	\$	200.00
Chester, Craig	Utility Refunds		27.89
Conrad Properties	Utility Refunds		33.85
Farley, Donna	Utility Refunds		152.51
McDonough, Francis	Utility Refunds		49.00
Pinson, Ernest & Ebby	Utility Refunds		210.71
Seipel, Ted	Utility Refunds		248.86
Vanderlinden, Ryan	Utility Refunds		48.56
Hartford, The	Disability		1,595.28
Meritain Health	Health Insurance		30,039.01
MetLife	Vision Insurance Payable		1,211.18
Carrillo, Flor	Facility Usage Deposit Refund		375.00
Eagle County Conservation District	Facility Usage Deposit Refund		750.00
Gonzalez, Norma	Facility Usage Deposit Refund		375.00

General Administration (Cont.)

Lujan, Daisy	Facility Usage Deposit Refund	375.00
Morvay, Laura	Facility Usage Deposit Refund	750.00
Northwest Colo Council Of Gov.	Facility Usage Deposit Refund	375.00
Perez-Lozano, Yesenia	Facility Usage Deposit Refund	223.32
Porchlight Players	Facility Usage Deposit Refund	750.00
Sandoval, Maria	Facility Usage Deposit Refund	375.00
Sherpa, Nima	Facility Usage Deposit Refund	450.00
Velasco Gonzalez, Leticia	Facility Usage Deposit Refund	620.00
Villegas, Maria Guerra	Facility Usage Deposit Refund	750.00
Villegas, Maria Guerra	Facility Usage Fees Refund	300.00
Meritain Health	Health & Life Insurance	3.00
Meritain Health	Health & Life Insurance	2,915.66
Amazon	Office Supplies	19.99
Cintas Corporation	Office Supplies	72.97
Computer Forms Inc	Office Supplies	784.00
Employer's Council Services, Inc.	Office Supplies	111.00
Transact	Office Supplies	12.00
Amazon	Communication & Transportation	5.99
Computer Forms Inc	Communication & Transportation	57.64
Pitney Bowes	Communication & Transportation	76.25
Transact	Communication & Transportation	17.92
US Post Office	Communication & Transportation	7.90
Colorado Mtn. News Media	Legal Notices	195.23
CGFOA	Dues & Subscriptions	50.00
Government Finance Officers Association	Dues & Subscriptions	170.00
Mail Chimp	Dues & Subscriptions	65.00
Century Link	Utility Services	2,236.98
Chase Paymentech	C.C. Transaction Fees	1,187.04
Xpress Bill Pay	C.C. Transaction Fees	580.06
Municipal Code Corporation	Professional Admin Services	2,508.54
Caselle, Inc.	Computer Support	2,031.00
Executech Utah LLC	Computer Support	1,231.54
Forward Tech Solutions, LLC	Computer Support	2,525.00
Peak Performance Imaging	Computer Support	5,184.00
Soniclear	Computer Support	451.00
Thomson Reuters	Tuition & Books	489.00
Paper Wise	Contract Payments	400.00
US Bank Equipment Finance	Contract Payments	374.70
Cirsa	Insurance - Pavilion	1,434.03
General Administration		\$ 65,482.61

Community Development

Meritain Health	Health & Life Insurance	\$ 2,389.89
Amazon	Office Supplies	267.67
Shads Advertising Co, Inc.	Uniforms	174.17
Shoretel Phone	Equipment (Non-Capital)	161.95

Community Development (Cont.)

OG Printing	Communication & Transportation	164.50
Shads Advertising Co, Inc.	Communication & Transportation	20.30
Colorado Mtn. News Media	Legal Notices	187.73
American Planning Association	Dues & Subscriptions	675.00
Verizon Wireless, Bellevue	Utility Services	120.59
Colorado Mtn. News Media	Personnel Services	272.20
Info Cubic	Professional Services	49.70
Logan Simpson	Professional Services	17,853.90
McCool Development Solutions, LLC	Professional Services	9,008.05
Certified Mail Envelopes	Planning Reimbursable	544.50
Colorado Geological Survey	Planning Reimbursable	1,436.82
Federal Express Corp.	Planning Reimbursable	56.98
Garfield & Hecht, P.C.	Planning Reimbursable	2,712.50
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	11,200.00
Mott MacDonald	Planning Reimbursable	965.00
Resource Engineering Inc	Planning Reimbursable	1,868.71
Hoffman, Parker, Wilson & Carberry PC	Legal	1,729.09
CDW Government	Computer Support	64.76
Executech Utah LLC	Computer Support	213.79
Zoom Video Communications Cafe	Computer Support	14.99
City Market	Meeting Expense	139.33
Pickup's Pizza	Meeting Expense	153.00
Walmart	Meeting Expense	136.98
Safebuilt Inc.	Contract Services	29,730.00
US Bank Equipment Finance	Copier Contract	374.71
Community Development		\$ 82,686.81

Municipal Court

Meritain Health	Health & Life Insurance	\$ 119.50
Amazon Marketplace	Office Supplies	35.59
Signature Signs Inc	Operating Supplies	5.50
Executech Utah LLC	Computer Support	11.00
High Country Copiers	Copier Contract	8.62
Total Municipal Court		\$ 180.21

Streets

Meritain Health	Health & Life Insurance	\$ 3,744.15
Cintas Corporation	Office Supplies	18.88
Costco	Office Supplies	14.77
King Soopers Customer Charges	Uniforms	13.93
JB T-Shirts Silkscreen & Embroidery	Uniforms	1,330.00
Airgas Intermountain Inc	Repair & Maintenance Supplies	432.97
All Seasons Rental- Hotsy	Repair & Maintenance Supplies	91.31
Alpine Lumber Co.	Repair & Maintenance Supplies	60.92
Ewing Trucking And Construction LLC	Repair & Maintenance Supplies	2,969.94
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	27.06

Streets (Cont.)

Lawson Products	Repair & Maintenance Supplies	398.79
Oldcastle SW Group Inc	Repair & Maintenance Supplies	171.58
Paint Bucket	Repair & Maintenance Supplies	35.34
PST Enterprises, Inc	Repair & Maintenance Supplies	1,503.91
Signature Signs Inc	Repair & Maintenance Supplies	612.00
United Rentals (North America) Inc	Repair & Maintenance Supplies	33.61
Wagner Equipment Co	Repair & Maintenance Supplies	831.90
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies	631.00
Wylaco Supply Co	Repair & Maintenance Supplies	1,285.27
Glenwood National Transmission	Vehicle Repair & Maintenance Supplies	987.86
Honnen Equipment Company	Vehicle Repair & Maintenance Supplies	112.60
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies	396.33
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	645.38
Collett Enterprises	Gas & Oil	771.67
Fleet Services	Gas & Oil	4,199.57
Executech Utah LLC	Communication & Transportation	1.15
Honnen Equipment Company	Communication & Transportation	21.43
Lawson Products	Communication & Transportation	42.14
PST Enterprises, Inc	Communication & Transportation	134.19
Century Link	Utility Services	1,796.32
Holy Cross Energy	Utility Services	5,482.98
Verizon Wireless, Bellevue	Repair & Maintenance Services	88.89
All Seasons Rental- Hotsy	Repair & Maintenance Services	42.50
Colorado Depart. Of Agriculture	Repair & Maintenance Services	44.00
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	30.00
Glenwood National Transmission	Repair & Maintenance Services	880.00
R.E.O. Welding Inc	Repair & Maintenance Services	472.50
Safety-Kleen Corp.	Repair & Maintenance Services	346.80
Two Valley Tire LLC	Repair & Maintenance Services	17.50
Executech Utah LLC	Computer Support	81.72
Pazzo's	Meeting Expense	49.79
Total Streets		\$ 30,852.65

Public Safety

Meritain Health	Health & Life Insurance	\$ 8,699.35
Sigma Health	Health & Life Insurance	2,332.00
5.11 Tactical	Uniforms	436.24
Patterson, Jamie	Uniforms	7.00
Walter F. Stephens, Inc.	Uniforms	38.30
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	14.99
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies	74.24
Fleet Services	Gas & Oil	1,418.03
PST Enterprises, Inc	Gas & Oil	127.93
Gaspard, Colleen	School Res Officer Supplies	22.10
4Range	Equipment & Supplies - Grants	128.93
Action Target	Equipment & Supplies - Grants	324.92

Public Safety (Cont.)

Amazon	Equipment & Supplies - Grants	392.76
Axon Enterprise, Inc.	Equipment & Supplies - Grants	1,108.00
Galls	Equipment & Supplies - Grants	470.30
Grace Ammo LLC	Equipment & Supplies - Grants	299.00
Ivie, Erin	Equipment & Supplies - Grants	47.02
King Soopers Customer Charges	Equipment & Supplies - Grants	100.78
Laser Ammo USA Inc	Equipment & Supplies - Grants	1,618.20
Nextlevel Training	Equipment & Supplies - Grants	499.00
Shootsteel.com	Equipment & Supplies - Grants	693.56
Federal Express Corp.	Communication & Transportation	9.72
CCNC Inc.	Dues & Subscriptions	100.00
AT&T Mobility	Utility Services	581.17
Century Link	Utility Services	1,471.37
Psychological Dimensions, PC	Recruitment	325.00
Hoffman, Parker, Wilson & Carberry PC	Legal	39.00
Tri County Fire Protection Inc	Repair & Maintenance Services	349.00
White Water Express Carwash	Repair & Maintenance Services	57.30
Executech Utah LLC	Computer Support	97.20
Tyler Technologies, Inc	Computer Support	477.42
Canyon Motel	Travel Expense	140.80
Chili's Grill	Travel Expense	24.70
Drury Hotels	Travel Expense	756.97
E470 Express Tolls	Travel Expense	2.05
Hyatt House	Travel Expense	239.90
Qdoba Mexican Eats	Travel Expense	9.46
Stonum, Tyler	Travel Expense	89.24
Gourmet China	Meeting Expense	62.93
Red Canyon Cafe	Meeting Expense	13.80
Aspen Hope Center	Training & Travel - Grants	4,750.00
Drury Hotels	Training & Travel - Grants	414.97
JC Tactical, LLC	Tuition & Books	995.00
Eagle County Animal Control	Animal Control	8,126.00
Colorado Bureau Of Investigation	Contract Payments	360.00
High Country Copiers	Copier Contract	77.62
Total Public Safety		\$ 38,423.27

Buildings & Grounds

Meritain Health	Health & Life Insurance	\$ 2,987.36
Cintas Corporation	Office Supplies	18.88
Costco	Office Supplies	14.77
King Soopers Customer Charges	Office Supplies	13.93
JB T-Shirts Silkscreen & Embroidery	Uniforms	570.00
Alpine Lumber Co.	Repair & Maintenance Supplies	323.18
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	783.98
Grainger	Repair & Maintenance Supplies	104.20
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	9.85

Buildings & Grounds (Cont.)

Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	32.57
HD Supply Facilities Maint., Ltd.	Repair & Maintenance Supplies	179.97
K-D Flags LLC	Repair & Maintenance Supplies	76.19
Mid-American Research Chemical	Repair & Maintenance Supplies	1,435.28
Native Electric	Repair & Maintenance Supplies	54.45
Paint Bucket	Repair & Maintenance Supplies	54.93
Potestio Brothers Equipment, Inc	Repair & Maintenance Supplies	922.54
PST Enterprises, Inc	Repair & Maintenance Supplies	74.56
State Industrial Products	Repair & Maintenance Supplies	396.00
Central Parts Warehouse	Vehicle Repair & Maintenance Supplies	1,339.46
Collett Enterprises	Gas & Oil	917.57
Fleet Services	Gas & Oil	591.42
HD Supply Facilities Maint., Ltd.	Equipment - Supplies	319.00
Supply Works	Janitorial Supplies	1,130.17
Central Parts Warehouse	Communication & Transportation	415.02
Executech Utah LLC	Communication & Transportation	0.58
K-D Flags LLC	Communication & Transportation	15.31
Potestio Brothers Equipment, Inc	Communication & Transportation	320.00
State Industrial Products	Communication & Transportation	28.32
Black Hills Energy	Utility Services	4,392.57
Century Link	Utility Services	2,482.91
Holy Cross Energy	Utility Services	6,371.64
Verizon Wireless, Bellevue	Utility Services	52.71
Jerry-master Janitorial	Janitorial Maint. Contracts	2,158.00
Native Electric	Repair & Maintenance Services	176.00
Sno-White Linen Rental	Repair & Maintenance Services	276.15
Vail Honeywagon	Repair & Maintenance Services	724.79
Executech Utah LLC	Computer Support	77.04
Pazzo's	Meeting Expense	49.79
Total Buildings & Grounds		\$ 29,891.09

Information Center

Alida's Fruits	Supplies For Resale	\$ 130.97
Colorado Candy Kitchen	Supplies For Resale	122.49
Red Canyon Spice LLC	Supplies For Resale	228.00
Derived From Nature	Supplies - Consignment	54.00
Eagle County Historical Society	Supplies - Consignment	92.79
Fried, Mickey	Supplies - Consignment	75.75
Nature's Details Photography	Supplies - Consignment	99.00
New Song Corporation	Supplies - Consignment	21.00
Pamela Saden	Supplies - Consignment	272.25
Pinyon J	Supplies - Consignment	1.50
Pocadot	Supplies - Consignment	20.80
Ramey, Corkie	Supplies - Consignment	8.45
Rasmussen, Carol Ann	Supplies - Consignment	38.40
Selcke, Jim	Supplies - Consignment	39.76

Information Center (Cont.)

Teresa Hauser	Supplies - Consignment	27.00
Vandusen, Richard	Supplies - Consignment	29.25
Williams, Sam	Supplies - Consignment	14.25
Colorado Department Of Revenue	Sales Tax	418.30
Century Link	Utility Services	413.81
Info Cubic	Professional Services	79.70
Executech Utah LLC	Computer Support	32.30
Total Information Center		\$ 2,219.77

Marketing & Events

Meritain Health	Health & Life Insurance	\$ 796.63
Amazon	Office Supplies	301.55
Sticker Giant	Promotional Materials	556.82
Spotify	Dues & Subscriptions	10.98
Verizon Wireless, Bellevue	Utility Services	52.58
Executech Utah LLC	Computer Support	32.30
Bustang	Travel Expense	22.00
Einstein Brothers Bagels	Travel Expense	7.32
Jeremy Gross	Travel Expense	234.32
Lyft Fare	Travel Expense	23.72
Tokyo Joe's	Travel Expense	13.23
The Corner Office	Meeting Expense	40.98
Yeti's Grind	Meeting Expense	9.28
PR Studio	Public Relations	2,500.00
Eagle Climbing + Fitness, LLC	Events	2,500.00
Total Marketing & Events		\$ 7,101.71

Engineering

Interactive Health, Inc	Health Benefits	\$ 30.00
Meritain Health	Health & Life Insurance	1,619.82
Cintas Corporation	Office Supplies	18.88
Costco	Office Supplies	14.76
King Soopers Customer Charges	Office Supplies	13.92
JB T-Shirts Silkscreen & Embroidery	Uniforms	380.00
Novus Autoglass	Vehicle Repair & Maintenance Supplies	71.65
Fleet Services	Gas & Oil	160.66
Verizon Wireless, Bellevue	Utility Services	165.08
Hoffman, Parker, Wilson & Carberry PC	Legal	97.50
Novus Autoglass	Repair & Maintenance Services	225.00
Executech Utah LLC	Computer Support	65.31
Pazzo's	Meeting Expense	49.79
Total Engineering		\$ 2,912.37

TOTAL GENERAL FUND **\$ 295,025.12**

CAPITAL IMPROVEMENTS FUND

Green Mountain Development	Use Tax Refund	\$	8,291.03
Paint Bucket	Police Department Equipment		40.29
Fleet Safety Equipment	Patrol Vehicles		834.00
Super Vacuum Manufacturing Co Inc	Patrol Vehicles		602.70
TOTAL CAPITAL IMPROVEMENTS FUND		\$	9,768.02

WASTE WATER FUND

Reed, Melissa Or Robert	Wastewater Tap Fees Refund	\$	4,000.00
Interactive Health, Inc	Health & Life Insurance		106.50
Meritain Health	Health & Life Insurance		3,939.49
Copy Plus	Office Supplies		69.79
King Soopers Customer Charges	Office Supplies		9.56
Western Slope Supplies Inc	Office Supplies		29.80
Atco International	Operating Supplies		226.00
Mid-American Research Chemical	Operating Supplies		120.00
Air Filter Solutions Inc.	Repair & Maintenance Supplies		742.20
American Mechanical Services	Repair & Maintenance Supplies		623.59
Fastenal Company	Repair & Maintenance Supplies		195.83
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies		29.88
Grainger	Repair & Maintenance Supplies		68.00
Grand Junction Pipe & Supply	Repair & Maintenance Supplies		46.37
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies		78.27
Kaeser Compressors	Repair & Maintenance Supplies		752.28
Water Technology Group	Repair & Maintenance Supplies		1,500.00
Wylaco Supply Co	Repair & Maintenance Supplies		120.28
Fleet Services	Gas & Oil		59.13
Global Equipment Company Inc	Equipment - Supplies		2,199.00
Air Filter Solutions Inc.	Communication & Transportation		71.22
American Mechanical Services	Communication & Transportation		86.35
Copy Plus	Communication & Transportation		19.52
Executech Utah LLC	Communication & Transportation		2.87
Federal Express Corp.	Communication & Transportation		325.28
Global Equipment Company Inc	Communication & Transportation		169.95
Kaeser Compressors	Communication & Transportation		29.54
Nextrust Inc	Communication & Transportation		453.97
Western Slope Supplies Inc	Communication & Transportation		5.25
Black Hills Energy	Utility Services		6,088.20
Century Link	Utility Services		1,005.60
Holy Cross Energy	Utility Services		19,817.81
Verizon Wireless, Bellevue	Utility Services		52.71
Veris Environmental LLC	Sludge Disposal		4,419.52
American Mechanical Services	Repair & Maintenance Services		151.50
Executech Utah LLC	Computer Support		113.02
Colo Dept Of Public Health & Environment	Testing & Permits		301.83
Eagle River Water & Sanitation District	Testing & Permits		4,075.00
Seacrest Group	Testing & Permits		1,169.00

WASTE WATER FUND (Cont.)

SGS North America Inc	Testing & Permits	1,996.34
OCPO	Tuition & Books	90.00
Office Of Water Programs	Tuition & Books	260.00
American Mechanical Services	Contract Payments	770.00
B.A. Lawrence LLC	Contract Payments	3,070.00
Hach Company	Contract Payments	2,860.00
Konecranes, Inc	Contract Payments	895.00
Meridian Intermountain	Contract Payments	1,405.00
TOTAL WASTE WATER FUND		\$ 64,620.45

WATER FUND

Reed, Melissa Or Robert	Water Tap Fees- Additional	\$ (350.00)
Interactive Health, Inc	Health & Life Insurance	118.50
Meritain Health	Health & Life Insurance	6,299.23
Cintas Corporation	Office Supplies	18.87
Costco	Office Supplies	14.76
King Soopers Customer Charges	Office Supplies	13.91
DPC Industries, Inc.	Operating Supplies	380.00
USA Blue Book	Operating Supplies	403.80
JB T-Shirts Silkscreen & Embroidery	Uniforms	380.00
Alpine Lumber Co.	Repair & Maintenance Supplies	47.76
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	87.67
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	5,193.36
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	134.64
Oldcastle SW Group Inc	Repair & Maintenance Supplies	171.57
PST Enterprises, Inc	Repair & Maintenance Supplies	157.00
SRD Plumbing, Inc.	Repair & Maintenance Supplies	500.00
Wylaco Supply Co	Repair & Maintenance Supplies	648.99
Glenwood National Transmission	Vehicle Repair & Maintenance Supplies	987.87
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies	45.45
Fleet Services	Gas & Oil	309.72
PST Enterprises, Inc	Gas & Oil	109.33
Browns Hill Engineering	Equipment - Supplies	550.00
SRD Plumbing, Inc.	Equipment - Supplies	2,200.00
Core & Main LP	Meters & Related Items/Resale	7,570.00
Executech Utah LLC	Communication & Transportation	6.89
Federal Express Corp.	Communication & Transportation	209.94
Grand Junction Pipe & Supply	Communication & Transportation	18.75
Nexttrust Inc	Communication & Transportation	453.98
USA Blue Book	Communication & Transportation	48.03
Amerigas	Utility Services	10,444.23
Century Link	Utility Services	3,998.84
Holy Cross Energy	Utility Services	9,872.96
Verizon Wireless, Bellevue	Utility Services	157.88
Brendle Group Inc	Professional Services	3,303.50
Garfield & Hecht, P.C.	Legal	809.46

WATER FUND (Cont.)

Garfield & Hecht, P.C.	Legal	35.00
Garfield & Hecht, P.C.	Legal	501.50
Hoffman, Parker, Wilson & Carberry PC	Legal	1,120.00
Mott MacDonald	Engineering	1,490.00
Resource Engineering Inc	Engineering	2,034.75
CRWCD - Enterprise Fund	Wolford Mtn. Reservoir-CRWCD	22,410.00
CRWCD - Enterprise Fund	Water Storage CRWCD - HBE	10,227.00
360 Civil, Inc.	Repair & Maintenance Services	39,854.92
Browns Hill Engineering	Repair & Maintenance Services	2,983.15
Glenwood National Transmission	Repair & Maintenance Services	880.00
Johnson Excavation And Telecomm.	Repair & Maintenance Services	380.00
SRD Plumbing, Inc.	Repair & Maintenance Services	1,200.00
Eagle River Water & Sanitation District	Testing & Permits	425.00
SGS North America Inc	Testing & Permits	470.66
Pazzo's	Meeting Expense	49.78
Executech Utah LLC	Computer Support	159.29
Operators Cert Program Office	Tuition & Books	90.00
Browns Hill Engineering	Contract Payments	5,944.00
PR Studio	Contract Payments	1,000.00
US Bank Equipment Finance	Copier Contract	374.70
Archibeque, Ted	Tank Replacement	3,800.00
Ground Engineering Consultants	Tank Replacement	13,600.00
Mott MacDonald	Tank Replacement	4,000.00
Schmueser, Gordon, Meyer Inc.	Violet Lane Water Line	5,584.56
Ground Engineering Consultants	Lower Basin Water Treatment	1,140.00
MWH Constructors Inc.	Lower Basin Water Treatment	197,061.00
TOTAL WATER FUND		\$ 372,132.20

REFUSE FUND

Nexttrust Inc	Communication & Transportation	\$ 453.97
Vail Honeywagon	Contract Services	47,401.85
TOTAL REFUSE FUND		\$ 47,855.82

SALES TAX CAPITAL IMPROVEMENT FUND

Colorado Analytical Laboratories Inc	Professional Services	\$ 590.00
Alpine Engineering, Inc.	Design	2,195.74
Gore Range Surveying	Construction	1,815.00
Hobbs Excavating	Construction	160,557.20
Nv5, Inc	Construction	8,896.60
Steelog Artistic Metals	Construction	4,400.00
TOTAL SALES TAX CAPITAL IMPROVEMENT FU		\$ 178,454.54

OPEN SPACE FUND

Meritain Health	Health & Life Insurance	\$ 23.90
Vail Honeywagon	Repair & Maintenance Services	121.00
ESRI	Computer Support	1,000.00

OPEN SPACE FUND (Cont.)

Executech Utah LLC	Computer Support	31.13
Metcalf Archaeological Consultants	Surveying Services	2,897.00
TOTAL OPEN SPACE FUND		\$ 4,073.03

TOTAL	\$ 971,929.18
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PAYROLL	\$ 290,464.45
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GRAND TOTAL	\$ 1,262,393.63
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To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: April 9, 2019

Re: Town Manager Report

Administration & Organization

The Community Development Director position closes on April 9. Due to the responses that we have received we are extending the deadline by two weeks. The original advertisement was geared towards Colorado publications and association websites. We will broaden the search to include nationwide hiring publications and websites.

The RFP committee met to narrow down the top 3 firms to interview for the Pool & Ice Rink Recreation Campus Master Plan. The top three firms are DHM Design, Norris Designs, and Logan Simpson. Interviews are scheduled for April 24.

Town staff's time has been dedicated to development review. Carrie McCool is developing a schedule for the BOT regarding upcoming public hearings. Based on the stages and outcomes of negotiations, the schedule is a moving target. Staff will do our best to give the BOT the most current schedule.

Staff is working with the Colorado Rural Water Association on the Source Water Protection Plan. We have also selected a vendor for the Water Efficiency Plan. Town is hosting a community kickoff for both plans on May 1. At these meetings the public is invited to learn about the projects and provide feedback. These projects will result in recommendations for watershed management and efficiency planning.

Gypsum and Eagle staff are meeting on April 17 to discuss ways we can cost share on building inspection services. Gypsum's team has electrical certifications that Eagle does not. Currently, we contract with Safebuilt for electrical inspection services. This could save the town money and has the potential to be a good shared service model between both towns.

Staff is meeting with Jeff Shroll on April 24 to discuss the next steps for camping at the Fairgrounds. We will also receive an update on the master plan and annexation timeline. Jeff wanted to begin planning for temporary camping as a pilot project this year.

Staff will kick off the 2020 budget development process on April 8. We are a month early to allow enough time for Jill to complete portions of the budget prior to taking leave. We have transitioned finance and admin staff while she is away and expect a smooth process.

The 2020 Census is officially a year away. Staff will research the level of involvement that is needed for us to support the effort. We will update the BOT on what is expected of municipalities at the next meeting.

The Colorado Municipal League Conference will be held in Breckenridge June 18 – June 21. Please let staff know if you would like to attend. It is a great way to learn and network with elected officials from across the state.

Now that spring is here the trails are scheduled to open on April 15. Haymaker will reopen on Monday April 8.

Economic Development and Planning

Eagle River Park – The groundbreaking ceremony is a month and half away and we are wrapping things up. Below are a few updates:

- Town is hosting a willow planting day with volunteers on April 6 at the River Park.
- Staff is waiting on the county's updated Use Agreement – we hope to present a final the first meeting in May.
- Staff is working on temporary vendor regulations ahead of the event season and River Park opening – We hope to present policies in early May.
- The next EC meeting is April 12.

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

- The next outreach events will occur April 29 – May 3. The focus will be on identifying and exploring opportunities resulting from the existing conditions and visioning process. The format will be like the planning popups that occurred in January.

Broadband – There are several updates on THOR and broadband in Eagle:

- THOR – Staff is planning for a phase two feasibility project and has applied for a grant from DOLA for \$60,000. We will issue an RFP late April and select a vendor in June. Funds for THOR will come from the Holy Cross Community Enhancement program totaling \$169,637 and the 2019 CIP budget of \$173,855. The remaining funds will be applied towards the phase two feasibility project if the grant is awarded. In total, the \$343,492 in available funding will cover the project in 2019.
- Staff is meeting with the county on April 17 to discuss a THOR partnership. They were interested in a partnership because they will benefit from community broadband.

- Comcast – Immediately after the last board meeting and approval of THOR, Comcast reached out to the town. They are interested in our market and want to meet about a potential Franchise Agreement. Staff will meet with them this month and update the BOT.

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

- The Alpine Lumber Art Wall public outreach meeting date and details has been updated. The event will be held on April 22 at 5:30 PM – 7:30 PM at the Pavilion. The first meeting will define the mural design parameters, including aesthetic nature and theme. The meeting will include fun and interactive activities to capture ideas that will be used by artists to create their design concepts.
- The Downtown Colorado, Inc. Conference begins April 9. Members from the Business Advocacy Council, Chamber and staff will attend to give input on the vision for Eagle's historic downtown.

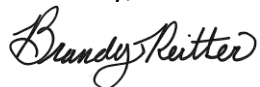
Outreach & Meetings – *Updates on participation on community outreach opportunities, regional/community meetings, and project specific meetings.*

- April 11 – I-70 Coalition Meeting.

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

- April 22 – Art Wall outreach meeting and kickoff.
- April 29 – May 4 – Comprehensive Plan outreach popups.

Sincerely,



Brandy Reitter
Town Manager



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager and Department Leaders

Date: April 9, 2019

Re: Department Updates for March 2019

TOWN CLERK

- Communications Committee (PR Studios, Jeremy Gross, Jessica Lake, Erin Ivie, Bill Shrum)
 - Debrief on Home Rule with Cliff Thompson
 - March 14, 2019 Communications Meeting
 - March 28, 2019 Communications Meeting
 - March 14, 2019 Eagle Today
- Licenses
 - BUSINESS: Issued 42 Business License Renewals; late fee of \$15 has been instituted for late renewals after March 1st.
 - LIQUOR: Approved two renewals
 - Gourmet China
 - Dusty Boot II
 - MARIJUANA: Approved Retail Renewal for Sweet Leaf
- Information Technology Committee (John Boyd, Deron Dirksen, Colton Berck, Bill Shrum and Thomas Boyken)
 - March 19-21, 2019 Onboarding with Executech
 - Training and Set up For Civic Clerk
 - Video adjustments and changes to system were made
- Website
 - Ask the Town questions: 10
- Municipal Court
 - Court Dates March 12 and 26, will be attending court going forward.
 - March Citations:
 - Criminal 12; Animal Control 6; Juvenile 1, Parking 34; Outstanding Parking Tickets 41 of 88 unpaid.

- CivicClerk
 - Beta tested Agenda and Packet with Mayor and Trustee Witt at March TBOT Meetings. Sending to all TBOT for April 9, 2019.
 - March 26, 2019 used new Minutes template in CivicClerk live during meeting.
 - April will incorporate video and train staff and users. Full implementation goal is May 2019.
- Sales Tax Receipts through March 31, 2019

2019				
Month	Filing Period	Revenue Period	4% to General Fund	O/U
Jan	\$ 269,370.49	\$ 428,973.53	\$ 381,309.80	8%
Feb	\$ 379,911.32	\$ 387,365.41	\$ 344,324.81	-5%
Mar		\$ 400,149.40	\$ 355,688.36	7%
1 Q		\$ 1,216,488.34	\$ 1,081,322.97	3%

First quarter report will be available in May

ASSISTANT TO THE TOWN MANAGER

Wrote applications for \$77,250 in grants; \$16,750 awarded, \$60,000 pending

- The Town of Eagle received the \$4,000 Lew Gaiter III Micro-Grant from CoSIPA to assist with rural broadband need assessments and implementation strategies.
- Assisted the Hiring Committee for our new Building Inspector
- Beginning initial Town preparations for 2020 Census

Economic Vitality and Development Work

- Researched and presented Economic Vitality Work Session for the Board of Trustees Feb 24th.
- Two meetings with nascent Economic Vitality Committee
- Researched and drafted ordinance for creation of the Economic Vitality Committee, scheduled for presentation to the Board of Trustees Apr. 9th

DCI Downtown Assessment and Community Development

- Planned and facilitated second stakeholder meeting Mar. 8th
- With direction from Downtown Broadway stakeholders, conducted a Business Retention and Expansion Survey of Downtown Businesses with 15 responses so far.
- With direction from Downtown Broadway stakeholders, conducted a Commercial Space Use Study to categorize the ~185,000 sq. ft. of commercial space in the Broadway Commercial Core.
- Published two summary documents with stakeholder feedback about community priorities.
- Met with outside consultants Scot Hunn from Hunn Planning and Kim Newcomer from Slate communications to further refine and prepare DCI presentation
- Assisted stakeholders with development of DCI conference materials

Communications Plan / Website / Social Media

- Assisting with Civic Plus Website redesign project for the Town website, including two meetings with Civic Plus and comparable website research.
- Assisted in preparation of an Op-Ed in Vail Daily re: Mayor's update

Art Wall on Eby Creek Road

- Seeking initial estimates for a receiving frame, creating a modular and removable art space along the new shed. Cost estimates coming soon.
- Helped plan and facilitate Initial kick-off meeting with AMPA Feb 15th
- Second stakeholder meeting planned Apr 3rd
- First community open house meeting planned Apr 22nd

Pool-Ice Rink Recreation Campus Master Plan Process

- Met with Janet Bartnik with Mountain Recreation to discuss desired RFP process outcomes
- Reviewed and published RFP for consultant services to facilitate Visioning and Outreach Process for the Recreation Campus
- Hosted two site visits for firms interested in the RFP
- Maintained correspondence, solicited proposals, and acted as first point of contact for 10 consultant firms engaged in the RFP process.
- Facilitated RFP review process. Top applicants to interview Week of Apr 7th

Finance/ Budget 2020 Work

- Initial plan of budget 2020 work began, I will assist with Public Safety, IT, CIP 5-year plan, budget narratives, and Fee Schedule
- Drafted and prepared Public Safety Impact Fee ordinance scheduled for Board review April 9th

PUBLIC WORKS

LBWTP Construction

- Treatment Plant building excavation complete.
- Raw Water Pump building continue concrete work.
- Dewatering is continuing.
- Concrete continuing on main water plant building.

Cemetery Tank

- Entering contract for construction documents

Violet Lane

- Violet Lane water line design is 95% complete and easement acquisition

Public Works Staff

- Sweeping streets
- Wednesday, May 1st Water Efficiency & Source Water Protection Plan meeting
- Broadway 2-hour parking signage updated
- RRFB's on Chambers Ave & Eby Creek "Flashing lights"
- Wastewater plant roof – RFP Friday, April 12th

Grand Avenue Study

- Began initial RFP document the Spring/Summer 2019.

HUMAN RESOURCES

Benefits – general administration

- Finalize contracts Stop Loss, Life Insurance, Service Agreement.

Budget

- Research Holiday pay practices for Finance/Payroll
- Continue compensation market research for 2020 budget

Recruiting

- Interviewed and hired Building Official, starts 3/18/19
- Information Center Manager Hired, started 2/25/19
- Municipal Judge Selected, assist with contract, starts 2/25 for transition meeting, 3/12 for court
- 3 New Hire Orientations Conducted and paperwork processed

Policies

- Committee Handbook edits to Brandy, pending Town Manager review, then to legal.
- Medical Leave of Absence Intermittent Leave researched

Risk Management Safety and Work Comp

- Working on Ergonomic Vendor for Staff Chairs, pending vendor finalizing order
- Manage 2 Cirsa Claims and Cirsa email on claims processes
- Research Work Comp Safety Incident
- Safety Quarterly Meeting, attend and prep claims reports
- Research Mental Health Resources for Police Dept.

Other - 2 new position job descriptions researched

MARKETING AND EVENTS

Events

- Confirmed the Eagle Outside Festival Enduro with VVMTA and began marketing that event
- Sold 5 additional vendor spots for Eagle Outside Festival
- Sold 2 additional sponsorships for the Whitewater Throwdown
- Began selling Flight Days Sponsorships
- Opened vendor registration for flight days

Marketing

- Sold 1 new ad placement at EGE Kiosk
- Began running spring and summer ad campaign in the front range
- Contracted 4 billboard faces to be installed in mid April
- Sold a sponsorship to Mountain Flyer Magazine for Eagle Outside Festival and began running ads on the Mountainflyer.com website.
- Added all summer events to the Eagle Outside website and facebook event calendars

River Park

- With Matt Solomon, finalized sponsorship of the River Park Beach from Slifer Smith and Frampton

Other

- Worked with Community Development on temporary vendor rules related to park spaces and events
- Monitored trail conditions for Open Space and fielded questions regarding trail openings

POLICE DEPARTMENT



Calls for Service- 965 (March 2018 =926; March 2017 = 862)

Community Policing- Our SRO continues to coordinate and participate with events at our local schools. Officers assisted with an evacuation drill at a local daycare facility. Chief took an hour to stop into EVES (*his timing was perfect, as he mediated an argument between two students with a teacher*). Officers are also gearing up for our summer “lemonade stands.” Officers continue to perform business checks when time allows.

Events- Hockey game visits. Sgt. Buhlman and Sgt. Stonum continue coordination of resources & recommendations with Jeremy for The Bonfire Block Party. Eagle PD is gearing up for another full summer event season and looking to fill extra-duty positions with Eagle PD officers as well as requests for assistance from neighboring jurisdictions.

Notes- Your Eagle Police Department noted increased calls for service in various areas. When compared to March of 2018, EPD responded to nearly double the amount of disturbances, frauds, missing subjects and abandoned vehicle reports. EPD also noted increased service calls for protection order violations, criminal mischief, motor vehicle crashes, restrained parties, medical calls, sex offender registration checks and agency assists. Fortunately, EPD noted a considerable decrease in suicidal subject calls/reports from March 2018. There were additional reductions in the number of assaults, burglar alarms and civil standby calls as well.

Charges were filed for sexual exploitation of a child, following an investigation by EPD and the Office of the 5th Judicial District. A press release is forthcoming. Due to the amount of data and discovery of potential involvement from multiple jurisdictions, this will likely become a federal case. Note- this case also took our dayshift officer off patrol for a lengthy period of time to review data and complete reports (EPD plans to remedy this through an FTE detective position proposal for our 2020 budget year).

Our newest team member, OIT Samudio, completed his “ground school” training this month. He was assigned to field training in March.

With the elk settling in the valley due to the snow, EPD responded to several calls of wildlife being harassed by people and by off-leash dogs. EPD worked with families of juveniles and came to a successful resolution with all families through education after the juveniles were reported to have been chasing elk with airsoft devices.

EPD is gearing up for seasonal activities, to include the more common calls for service this time of year, i.e. landlord tenant issues, civil standbys and scammers. EPD will be highlighting some of these activities through our current communication channels to keep our community aware of scams.

Summary of Investigations and Other Notes of Significance-

Sexual Exploitation of Minor. Warrant-suspect charged when he appeared in court for a different case.

Dog Bite. Unleashed dog bit runner. Animal Services (AS) assumed investigation.

Dog Bite. Unleashed dog bit pedestrian. Owner of dog left. Medical services provided. AS & EPD investigating.

Disorderly. Subject threatened referees at EVMS basketball game. Trespassed from EVMS and basketball league.

Domestic, Stalking, Etc. Suspect identified. Warrant issued. Last known to be in Vail. VPD is assisting.

Domestic, Violation of Protective Order. Subject located and arrested.

DUI Assist. Officers returning from an event spotted vehicle weaving – nearly crashing into another vehicle. Arrested.

DUI/Armed Subject. EPD assisted ECSO with uncooperative intoxicated driver with firearm. CIT initiated. Arrested.

Fire. Resident smoking a cigarette caught sofa on fire. Other resident threw it from the porch, causing minor injury.

Fraud by Check. Under investigation.

Harassment. Victim received graphic videos with a threat. Under investigation.

Harassment/Tampering. Under investigation.

Hit & Run. Vehicle and driver located. Summoned.

Hit & Run. Witness provided license plate. Vehicle and driver located. Summoned.

Indecent Exposure. City Market. Leads exhausted.

Intoxicated Subject. Injured from falling. Transported due to high intoxication levels.

Juvenile Welfare. Investigated. Forwarded to Department of Health and Human Resources.

Juvenile Welfare. Report of a social media post by child. Family contacted. Resolved with a family meeting with EPD.

Kidnapping Assist. Juvenile left home in AL with adult. Possibly driving to Eagle (family in Eagle). Located.

Kidnapping. Assisted ECSO with reported family abduction circumstance. Child located. No charges warranted.

Mental Health. Co-responder initiated and patient was transported for additional services.

Missing Juvenile Assist. X2. EPD assisted ECSO canvass for missing juveniles -separate reports. Located.

Misuse of License Plates. Vehicle towed. Operator summonsed.

Neglect. Reported at senior center. Under investigation with Adult Protective Services.

Restrained Drivers. Discovery of 5 this month.

Revoked for DUI. Driver arrested.

Runaway. Located the following day.

School Threat. Investigation revealed no credible threat. Resources provided to child and family.

School Threat. Minor located and interviewed. Resources provided.

Standby. County building requested EPD standby for planning meeting involving frustrated citizens.

Suicidal Juvenile Runaway. Located on HWY. Services rendered with family. Mental health appointment established.

Suicidal. Subject jumped out of vehicle. EPD located in park. Co-responder services rendered. Transported to hospital.

Suicidal/Family Disturbance. Co-responder services rendered. DHHS referral for inquiry & family services.

Suicidal/Family Disturbance. Co-responder services rendered. Family did not wish to pursue theft charges (adult son).

Suicide Threat. Co-responder services rendered.

Theft. Cash at senior center. Under investigation.

Theft. Reported employee theft. Under investigation.

Theft. Unlocked bicycle.

Warrant. Narcotic task force had warrant for subject possibly in the Eagle area. EPD located subject. Arrested.

Warrant. Subject wanted on outstanding disorderly conduct warrant turned himself into EPD.

Welfare Check. Juvenile located after being called in truant by school.

Welfare Check. Subject located at medical center being treated for intoxication.

Training/Grants- All EPD Members attended Human Trafficking In-Service Training, Ofc. Sanders completed a week-long Crisis Intervention Training and Erin Ivie and Sgt. Stonum attended Sex Offender Registration Training.

Eagle PD was granted \$500 for Click it or Ticket Rural Enforcement 1 which was held the last week in March. Eagle PD also finalized the POST In-Service 18/19 FY by submitting over \$8000 in reimbursable expenses to the state.

Noteworthy Items- EPD sends condolences to the families of Eric Hill (Gypsum Firefighter and CDOT employee) and Colorado State Patrol Cpl. Daniel Groves. EPD had officers attend the services for both members.

EPD received a 2018 "Serve Us Award" from Colorado Special Olympics for efforts to coordinate annual "Tip A Cop" events and EPD's participation in other local events benefiting Special Olympics programs.

Follow-up on PSIF. A review of our public safety impact fee for capital improvement projects was scheduled in March. Discussions are set to resume in April.

Chief spent some time with Eagle County's new Emergency Manager. Chief would like to coordinate some additional training for our elected officials and with his team regarding disaster management.

Officers stopped to check on a vehicle on the side of the road. Officers assisted with changing a flat tire, only to discover the spare was also flat. Fortunately, an officer had a tire inflator and saved the day for the travelers (without having to wait for several hours for AAA).

Housing bug strikes again. EPD officer and family tried diligently to find housing in Eagle, Gypsum & Two Rivers areas. They plan to move from their rental in Eagle and relocate to Silt in June. This will leave EPD with only three sworn members (which includes the chief) residing in our community. Living where you work is an important concept to the principles of community policing and strategic evaluation. This will also have an impact to the response time and availability of additional personnel for critical incidents. Chief is collaborating with neighboring agencies for resource options in the event a critical incident requires immediate response from additional personnel and/or off-duty officers.

Municipal Court Report – Jenny Rakow is our new court supervisor! She will be working with our newly appointed Municipal Judge, Erik Johnson. EPD migrated the court reports to a new server. The municipal court report will be available from Jenny Rakow and her municipal court team.

County Court – Available upon request.

Local and Regional Calls for Service – Available at Dispatch

GENERAL ADMINISTRATION – FINANCE

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID				
	2018	2019	VARIANCE	
JANUARY	258	303	45	17.4%
FEBRUARY	272	254	(18)	-6.6%
MARCH	304	326	22	6.5%
YEAR TO DATE	834	883	49	5.9%

Financial

- Completed UMB reimbursement Reports for the Sales Tax Capital Improvement Fund for:
 - 2018 Yearend - \$439,789.60
 - Jan – Feb 2019 - \$148,270.91
- Audit: Staff is currently preparing for the 2018 Audit – April 17th – 23rd
- Workers Comp Audit: Staff will be working with Pinnacol to conduct our annual workers comp audit in April
- Capital Asset Schedule: Staff rolled out to departments for review and will be finalizing the 12/31/18 Capital Asset Schedule with additions and disposals for our year-end financials and audit
- Policies:
 - Cash Receipting and Cash Management Policy**: In April-May staff will be working on finalizing
 - Employee Reimbursement Policy**: In May Staff will be reviewing and drafting a revised employee reimbursement policy to be more clear and all encompassing. Currently our policy does not address all reimbursable items and travel expenses.
- Admin Cash Receipt Printer: Staff has received and set up a receipt printer for cash receipting – Staff will be finalizing guidelines and conducting training in April for Admin Staff – Customers will receive a printed receipt instead of a handwritten receipt going forward – Full Implementation pushed back to end of April

Budget:

- 2020 Staff Budget Kickoff is scheduled Monday - April 8th

Training:

- Creating Compelling Financials and Analyses Using Excel and Dashboards – March 13th
- CivicClerk Approver Training – March 13th
- Governmental and Non-profit Accounting Update – March 14th
- Ongoing weekly cross training with Senior Accountant and Finance Director

Payroll/HR

- Completed 1st Quarter Unemployment Tax Report
- Completed 1st quarter 941 Report
- New Positions:
 - New hire Caselle setup – 1 employee (Building Official)

Payroll/HR (continued)

- Electronic Paystubs (NATPAY) – Staff is in the final review process of the Internal (administrative) and External (Employee and Board members) websites. Staff will receive paystubs and important Staff memos that need to be certified and tracked through the NATPAY system – To be implemented by the end of April 2019 (There will be a transitional period where electronic and printed pay stubs will both be available – Transition period will end in May after our All Employee meeting)
- Electronic Timekeeping – Staff is continuing to work with Caselle to initiate electronic timesheets – This will enable staff to submit and approve timesheets electronically instead of utilizing paper timesheets – To be implemented by the end of May
- Policies:
 - **Public Safety:** Staff has been working with Public Safety regarding revisions to the following pay practices:
 - Overtime
 - Field Officer Training Pay
 - Special Duty PayStaff needs to ensure we are recording hours in accordance with our policies, to simplify our payroll process for better employee understanding and to assist with our transition to electronic timekeeping – full implementation by end of April
 - **Leave Forms:** Staff has created a new leave form will be finalizing guidelines for employees – To be implemented by the end of April

Utilities

- 3rd Party Utility Billing: In April staff will be working with Xpressbillpay to see if we can have the same data available online as the paper bills customers receive through BillFlash
- Trash Audit: The audit was completed by Vail Honeywagon – Staff has started the review process and will complete in April. Staff will be working this summer on our internal audit comparing our Trash administrative spreadsheet to our billing system.
- Red Tag Administration: Staff has made improvements in Red Tag administration over the last year, however, once red tags are delivered staff still needs to manually enter in Red Tag fees into our billing system for customer accounts– In April Staff will be working with Caselle to set up a function that will automatically bill a red tag fee when the red tag is printed

Lower Basin Water Treatment Plant

Project Progress Report – March 27, 2019

SAFETY

Total manhours worked to date = 13,973

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 March 7, 2019

Notice to Proceed: 11 July 2018	<u>Original Contract</u>	<u>Current Contract</u>	<u>Forecast</u>
Total Contract Time	731 Days	750 Days	~750 Days
Substantial Completion Date	11 July 2020	30 July 2020	30 July 2020
Final Completion Date	11 September 2020	30 September 2020	30 September 2020

PROJECT FINANCIALS

Payment Application #8 is submitted and approved on 3/22/19

Preconstruction Contract Amount	\$638,062
Original Construction Contract Amount	\$22,938,752
Change Orders Approved to Date	\$107,441
Current Contract Amount	\$23,684,255
Forecast Cost At Complete	\$23,684,255
Change Orders Approved to Date	3
Payment Applications Submitted	8
Amount Billed to Date	\$3,384,640

PROJECT UPDATE SUMMARY

- Poured and finished middle sections of Treatment Building slab on grade
- Started forming and placing rebar for Treatment Building south section walls
- Formed, placed and finished masonry ledge for Raw Water Pump Station
- Completed installation of Water Treatment Building under slab plumbing for north section
- Installed structural fill for north section of Treatment Building slab on grade

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Remove groundwater dewatering system at Raw Water Pump Station area
- Form, place rebar, pour and finish north sections of Treatment Building slab on grade
- Continue forming, installing rebar and placing concrete for southern wall section of Treatment Building

PROJECT PHOTOS – SEE NEXT PAGE

PROJECT PHOTOS

Aerial Photo of Treatment Building Structure 3/20/19



Ground Photo of Treatment Building Structure 3/27/19



Ground Photo of Raw Water Pump Station 3/27/19



OFFICIAL PROCLAMATION

TOWN OF EAGLE

02-2019

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Anne McKibbin, Mayor of the Town of Eagle, do hereby proclaim Friday, April 26, 2019 as



In the Town of Eagle, I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Ann McKibbin, Mayor



To: Honorable Mayor and Town Board of Trustees

From: Carrie McCool, Interim Town Planner

Date: April 5, 2019

Agenda Items: Haymeadow Subdivision Filing 1 – Final Plat

REQUEST: The applicant is requesting the Town Board of Trustees allow an introductory presentation of the Haymeadow Subdivision Filing 1 – Final Plat at the April 9, 2019 public hearing with the understanding that this item will be continued to the April 23, 2019 public hearing for final consideration.

BACKGROUND: On May 25, 2014, the Town of Eagle Board of Trustees approved the Haymeadow Planned Unit Development (PUD) that allows the development of 660 acres to accommodate 837 multi-family and single-family housing units of various sizes and types, a 20-acre community park, a 32-acre school and recreation site, and approximately 335 acres of open space. The housing units will be dispersed throughout five neighborhoods (A1, A2, B, C, and D) per the approved PUD Guide. In September 2018, the Town of Eagle received an application for the Haymeadow Subdivision Filing 1 – Final Plat for the first phase of the development. Since the Notice of Complete Application, staff has been working with the applicants to revise the application according to the requirements of the approvals as described above, and the Town's Public Works and Engineering Departments' technical requirements.

ANALYSIS: The final plat application was heard by the Planning and Zoning Commission on March 14, 2019. An important step in the development review process is Town Board approval of the resulting Subdivision Improvement Agreement. The applicant and town staff require additional time to finalize the Subdivision Improvement Agreement prior to Town Board consideration. In efforts to provide the applicant time to address Town Board and public comments, staff recommends the April 9th public hearing to be utilized for the Town Board to ask questions of the applicant and take public comment. It is anticipated the final plat application and resulting Subdivision Improvement Agreement will be ready for final consideration in time for the April 23, 2019 Town Board of Trustees Public Hearing.

COMMUNITY INPUT: The Final Plat has been publicly noticed in accordance with the town's municipal code.

BUDGET / STAFF IMPACT: n/a

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This request is in alignment with Major Objective 10: Address Essential Planning and Land-Use Challenges. Specifically, the project is being reviewed according to the Town of Eagle Land Use and Development Code as well as the Colorado Revised Statutes.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to continue the Final Plat Public Hearing for Haymeadow Filing 1 to April 23, 2019.

ATTACHMENTS: Planning and Zoning Commission Staff Report.

All Exhibits and Reports associated with the Haymeadow File are available at <https://www.townofeagle.org/418/Active-Land-Use-Applications>, scroll to the bottom for Haymeadow.



CERTIFICATE OF RECOMMENDATION

TO: Planning and Zoning Commission

FROM: Department of Community Development

STAFF: Morgan Landers, AICP, Town Planner/Community Development Director

DATE: March 14, 2019

PROJECT: Haymeadow Subdivision Filing 1 – Final Plat

FILE NUMBER: S18-01

APPLICANT: Brandon Cohen, Abrika Properties LLC

LOCATION: 660 acres along Brush Creek Rd. Parcels 210904400001, 210903300005, 210903400001, 210910100003, 210910100005, 210910100004, 210910100006, 210910100007, 210910100008, 210911200007, 210909100022

CODE: Chapter 4.12 – Subdivision Review

ZONING: Planned Unit Development (PUD)

EXHIBITS: Full Copies of the staff report and exhibits are available at Town Hall. Hard copies will also be available at the hearing.

A: Application and Narrative
B: Haymeadow PUD Guide
C: Haymeadow PUD Development Plan
D: Approved Preliminary Plan
E: Annexation and Development Agreement ([LINK](#))
F: First Amendment to the ADA
G: Second Amendment to the ADA
H: Land Dedication Parcels Exhibit
I: Phase 1 Extent Diagram
J: Draft Final Plat – Filing 1
K: Access and Infrastructure Plans – Phase 1 ([LINK](#))
L: Roundabout Phasing Diagrams
M: Perimeter Fence Memo
N: Ecological Restoration Plan ([LINK](#))
O: Trails Concept Plan
P: Wetland Enhancement Plan ([LINK](#))
Q: Open Space Management Plan ([LINK](#))
R: Weed Management Plan ([LINK](#))

S: Success Criteria Memo for Enhancement, Reclamation, and Management Work
T: LERP Compliance Memo
U: Ownership and Maintenance Chart
V: Design Guidelines – Landscape Guidelines for Streetscapes
W: Interim Traffic Analysis ([LINK](#))
X: Water System Report ([LINK](#))
Y: Raw Water Irrigation System Report ([LINK](#))
Z: Agency Referral Comments (Dated 12/7/2018)

PUBLIC COMMENT: Staff has received no letters of public comment as of the date of this staff report.

REQUEST: Subdivision Final Plat for Filing 1 of the Haymeadow PUD resulting in the creation of road right-of-ways, easements, open space and common area parcels, school and recreation parcels, four multi-family tracts, eight single family lots and five duplex lots.

BACKGROUND

On May 25, 2014, the Town of Eagle Board of Trustees approved the Haymeadow Planned Unit Development. The approval consisted of the PUD Guide, PUD Development Plan, Annexation and Development Agreement (ADA), and Preliminary Subdivision Plan for Phase 1. Collectively, this set of approvals constitutes a vested property right for a period of 20 years from the effective date of the ADA. The effective date was June 7, 2014. Below is a list of the approvals for reference:

PUD Guide – Ordinance 11, 2014
PUD Development Plan – Ordinance 11, 2014
Annexation and Development Agreement – Resolution 12, 2014
Preliminary Subdivision Plan – Resolution 19, 2014

These approvals and agreements dictate the densities, uses, location of uses, locations and types of streets, trails, parks and open space, wildlife corridors, and land dedication for future public service facilities (Greater Eagle Fire Protection District and Eagle County School District). The PUD Guide and Development Plan outline the densities and uses while the ADA contains a set of requirements for the development that were negotiated at the time of approval (street improvements, land dedications, etc.)

The approved Haymeadow Subdivision includes 660 acres on the south side of the Town of Eagle along the Brush Creek Corridor. The full buildout of the development will include 837 multi-family and single-family housing units of various sizes and types, a 20-acre community park, a 32-acre school and recreation site, and approximately 335 acres of open space. The housing units will be dispersed throughout five neighborhoods (A1, A2, B, C, and D) per the approved PUD Guide.

In January 2018, the Board of Trustees approved the First Amendment to the ADA revising two main items including the number of units that could be built prior to water tank construction and the phasing of the roundabout. The First Amendment to the ADA is attached as Exhibit F to this packet. At the March 12th meeting of the Board of Trustees, the Second Amendment to the ADA was approved which extended the “Start of Construction” deadline from June 7, 2019 to December 31, 2020. The Second Amendment is also included in the packet as Exhibit G.

In September 2018, the Town of Eagle received an application for the Haymeadow Subdivision Filing 1 – Final Plat. Since the Notice of Complete Application, staff has been working with the applicants to revise the application according to the requirements of the approvals as described below, and the town’s public works and engineering requirements. This staff report will include an overview of the review and approval criteria for Subdivision Final Plats as well as the requirements of the ADA.

PROJECT SUMMARY

The application received by the town includes the platting of the property as well as the phase 1 infrastructure plans for the project. The first phase of the project (Filing 1) includes a portion of Neighborhood A1 (as shown in Exhibit I) as well as the requirements of the ADA for items to be complete prior to First Subdivision Final Plat as follows:

- Platting of the entire 660 acres
- Platting and dedication of required open space parcels
- Platting and dedication of future school/recreation site
- Platting and dedication of future fire station site
- Platting of four multi-family parcels and 18 single family/duplex lots for a total of approximately 110 units in Neighborhood A1
- Construction of shallow and deep utilities, stormwater management facilities, roads, sidewalks, trails, non-potable irrigation system, street lights, and streetscape landscaping.
- Weed mitigation and reclamation work
- Wetland enhancement work

Please see Exhibit H for the Land Dedication Parcels Exhibit that was approved with the ADA. This exhibit shows the general outline of the open space parcels, school/rec site, and fire station parcel. The ADA further defines the acreage for the school rec/site as well as the fire station parcel.

Per the approved Development Plan and Haymeadow PUD Guide, Neighborhood A1 can contain up to 146 multi-family units and 82 single family/duplex units (228 units total). Although the plat includes the platting of residential lots, this application does not permit the construction of residential units if approved. Prior to building permit application, the following must be completed:

- Design guidelines shall be prepared which will establish architectural and building material standards, landscape design, urban design, site design standards and a design review process for development within Haymeadow.
- Formulation of a Design Review Board
- For multi-family developments, a Development Permit reviewed and approved by the Town of Eagle is required.

The ADA outlined a set of required improvements, land dedications, and construction elements required in phase 1. Staff has provided an extensive overview of those requirements beginning on page 5 of this staff report. Please see the application and narrative, final plat, and access and infrastructure plans included in Exhibits A, J, and K for more detail on the application. The ADA is also included as Exhibit E for reference.

STANDARDS FOR APPROVAL

Subdivision Final Plat

Section 4.12.020.C of the Municipal Code outlines the requirements for Final Plat review and approval in the Town of Eagle. Per the municipal code, staff, the Planning Commission, and the Board of Trustees shall review the Final Plat to determine conformance with the Approved Preliminary Plan and requirements for subdivision final Plat.

Annexation and Development Agreement

Below is a written description of the requirements of the ADA, when they are required, and whether the project is in compliance.

Staff finds that the proposed Final Plat is in compliance with the town's Subdivision regulations and provisions of the Annexation and Development Agreement (ADA) subject to the conditions listed later in this staff report.

REVIEW OF STANDARDS

Subdivision Final Plat

Per Section 4.12.020.C, the purpose of the final plat is to complete the subdivision of land consistent with the technical standards as an instrument for recording. Staff has reviewed the Subdivision Final Plat per the approved Preliminary Plan and the requirements of Section 4.12.020.C.2.f of the Town's Municipal Code. Staff finds the following:

- The plat was prepared by a registered surveyor.
- The technical preparation of the plat is in general compliance with the requirements for bearings, lengths, monuments of record, and error thresholds.
- The plat includes the various pieces of information required by the town code including legal description and project information, and acreages of various tracts and lots
- The plat includes street names and addresses
- The plat includes the various certifications and title blocks for the signatories per plat recording requirements

The draft final plat for phase 1 is in general conformance with the approved Preliminary Plan with the following adjustments:

- The final plat includes the entirety of the property, the preliminary plan didn't include the full annexed property
- Specific acreages for all tracts and lots being created by the plat, the preliminary plan only included tract and lot lettering/numbering
- Addresses and street names
- The preliminary plan included the platting of all of Neighborhood A1, however, Filing 1 only includes a portion of Neighborhood A1 (see Exhibit I), as such, the full extent of Sylvan Lake Rd to Ouzel lane is not being platted at this time.
- The general shape of the Fire Station Parcel has changed, however, the acreage remains consistent with the requirements of the ADA
- The preliminary plan didn't include the 30' wide right-of-way dedication along Brush Creek Road as required by the ADA. The final plat includes this.
- The final plat includes a more extensive land use summary outlining parcel label, area, land use, and address

The applicant has provided a set of Access and Infrastructure Plans (see Exhibit K) prepared by a registered engineer per the requirements of the Town Code and the Public Works/Engineering Department. This plan set includes construction plans for grading, streets, pedestrian/bicycle ways, traffic control, utilities, drainage, erosion sediment control and slope stabilization, revegetation, and landscaping and lighting for streets only. The applicants have also submitted an Interim Traffic Memo, Drainage Plans, and Soils Reports for review by the town's staff and third-party consultants.

The town's planning department, public works/engineering departments, open space department and the town attorney all reviewed the Final Plat and Access and Infrastructure Plans. In addition to staff, the town utilized third party review services from ICON Engineering and Starbuck Surveying for review of the drainage report and final plat technical review, respectively. Finally, the town's municipal code requires a Major Activity Notice for any project that includes 5 acres or more. Due to this requirement, an extensive list of referral agencies was notified of the application and given an opportunity to comment. A Response Memo to the Applicant with comments from staff and the referral agencies is included as Exhibit Z of this packet.

Of the issues outlined in the comments, drainage review was a top priority. ICON Engineering completed the review of the project's drainage report. Staff wanted to ensure that the area for debris flow containment was properly sized and that the debris flow path wouldn't impact various utility and trail

connections being constructed near the potential debris field, as well as any impact to future residents during a large debris flow event. The access and infrastructure plans have been updated to address the concerns of ICON Engineering and staff as it relates to this issue.

The applicant has also submitted a set of Design Guidelines for Streetscapes as it relates to the landscaping of roundabouts, public, and private streets. As this is primarily an infrastructure package, Design Guidelines for architecture, site design, landscape, and lighting will be reviewed and approved prior to submittal of any building permit as outlined above. Per the ADA, the review of the Design Guidelines shall follow the noticing and review procedures for Major Development Permits per the town's code. The Design Guidelines for Streetscapes were reviewed by town staff as well as the CSU Extension Office in Eagle. A primary objective of the project is to take a water conservation approach to the landscaping. This can be achieved most effectively by selecting low water ground covers and trees/plants/shrubs that are known to succeed in mountain environments and native to the area. The applicants have addressed staff's comments and are updating the landscape standards. As the landscape standards are still in draft form, a condition of approval has been included that the Town Planner approve the final landscape standards prior to Final Approval by the Board of Trustees.

The town's code for Final Plats includes a section related to the construction of public improvements, performance guarantees, acceptance of public utilities, etc. These requirements will be addressed in a Subdivision Improvements Agreement (SIA) as required per the town code. This agreement is not reviewed by the Planning Commission, but is an act of the Board of Trustees once they review the recommendation from the Planning Commission on the Subdivision Final Plat.

Annexation and Development Agreement

Although the Planning Commission is not the adopting body of the ADA, it is important to understand the pieces of the agreement that apply to phase 1. The Annexation and Development Agreement (as Amended) includes requirements for on-site improvements, off-site improvements, and land dedications. Below is an overview of those requirements, when they are required, and whether the project is in compliance with the requirement.

1. Metro District Service Plan – The agreement required the adoption of a service plan for the metro district by September 30, 2014. This requirement was completed on XX XX, 2014.
2. Payment of Impact Fees – The agreement requires the payment of Street Improvement Fees, Fire Impact Fees, and Emergency Medical Impact Fees with the phasing of development. The Subdivision Improvements Agreement will outline the fees due for Filing 1 of the development and payment will be required prior to start of construction. There is no longer an Emergency Medical Impact Fees and therefore the project will not be required to pay that fee. Per the ADA, Fire Impact Fees are deferred to a later phase due to the dedication of the fire station property in phase 1.
3. Dedication of water rights – All water rights owned by Abrika were dedicated to the town in full and subsequently leased back to haymeadow for irrigation purposes. The town is initiating the process to transfer the water rights from agriculture use to municipal use. Adjudication of water rights is a very long water court process and is not required to be complete prior to start of construction. The town's water attorney and water engineer have requested additional information from the applicants in order to make progress with this requirement.
4. Municipal Water and Sewer Service Construction – The project is required to construct municipal water and sewer service for the development. For irrigation purposes, the agreement requires that a non-potable system (raw water irrigation) be constructed for all multi-family residential uses and common area/parks. The project is complying with this requirement and has extended the non-potable system to service the single-family residential units as well. The system must be constructed to serve each phase of the development.
5. Payment of Plant Investment Fees (PIF) – The agreement required a prepayment of PIF in the amount of \$3 million. This payment was made to the town in 2017. The remaining PIF will be paid at time of building permit application per the ADA.

6. Trailhead Parking – required as designated on the PUD Development Plan. There is no trailhead parking required as part of phase 1.
7. Perimeter Fence – The ADA requires a perimeter fencing along the north and east property boundary to prevent livestock from entering the property that is grazing on BLM land. In 2016, Abrika, the BLM, and Colorado Parks and Wildlife (CPW) reviewed this requirement in light of changes to the grazing leases and a grant received by Abrika to construct the fence. Upon further review, the BLM and CPW determined that a perimeter fence would be problematic for wildlife migration and was not necessary for livestock management. The requirement for the fence was removed by a motion of the Board of Trustees. There were sections of dilapidated fencing which has since been removed. Exhibit M includes information on the Board's action in 2016.
8. Removal of Brush Creek Rd Fence – The agreement requires that the fencing along Brush Creek Rd be removed with the phasing of development. The applicant is complying with this requirement and has included the fence removal in the access and infrastructure plans.
9. School/Recreation Site Dedication, Reclamation, and Irrigation – The school/recreation parcel will be dedicated to the town at the first subdivision plat according to the ADA. Currently, the property is overrun with noxious weeds and much of the healthy ground cover is gone. The ADA requires an Ecological Restoration Plan for the weed mitigation and re-establishment of healthy ground cover. A Weed Management Plan has also been submitted that will overlap ongoing weed management issues of various areas throughout the development (Exhibit R). This effort will require watering and the town's existing non-potable water service cannot serve the entire site. The Haymeadow project is responsible for extending their non-potable system to serve the remaining portions of the property. The applicants have provided the restoration plan (Exhibit N) for review and approval by the town. Staff has reviewed the plan and is in agreement with the plan, however, has requested Success Criteria in order to evaluate effectiveness of the plan. This has been provided and is under review by town staff. A condition of approval has been included to ensure approval of this plan prior to final approval.
10. Fire Station Parcel Dedication and Utility Service – The agreement requires dedication of a 1.6 acre parcel of land for a future fire station and utility service to that parcel. The parcel is being dedicated in this first phase, however, the utilities are not required at this point in time. The first amendment to the ADA addressed construction of utilities and requires utilities at the time of a Development Permit Application for the fire station submitted to the town.
11. Trails – The ADA requires a paved recreation path from the first phase of development to the pool and ice rink facility as well as a 10-foot paved path parallel to the future Sylvan Lake Rd phased with the development. The project is complying with both of these requirements. The ADA also requires that when opportunities exist, trail connections to Eagle Ranch should be made. In phase 1, access to Eagle Ranch is limited by private property owners along Brush Creek Rd. There will be a soft surface trail in the Wetlands Open Space area that will provide for future connections to Eagle Ranch. The project is in compliance with the Concept Trails Map (Exhibit O).
12. Wetlands Dedication, Restoration and Enhancement – The ADA requires that the wetlands along Brush Creek Rd and Sylvan Lake Rd be dedicated to the town (approximately 24 acres). In addition to the dedication, enhancements to the wetland area are required. The applicant has provided a Wetland Enhancement Plan (Exhibit P), all areas within the boundaries of phase 1 will be completed and additional wetland enhancements will be completed with the future phases of the project. Staff has reviewed the plan and agrees with the approach to the project, however, requested a set of success criteria be included in order to have a benchmark to evaluate the success of the enhancement. A draft of the success criteria is included in this packet and under review by staff. A condition of approval has been included that the final success criteria be approved by the town's Public Works Director and Open Space Manager prior to final approval.
13. Brush Creek Road Extension – The Brush Creek Rd Extension is not required until the 300th Building Permit for the project, therefore, it is not required at this phase.
14. Contribution to US Highway 6 Study – Haymeadow's contribution is required once the town contributes \$300,000 to the study. The town has budgeted \$150,000 with a matching grant of

\$150,000 from the county in the 2019 Budgets. Staff intends to initiate the planning process this fall and will notify Haymeadow when the town's obligations have been met.

15. Sylvan Lake Rd/Brush Creek Rd Roundabout – The first amendment of the ADA allowed for a phase construction of the roundabout. Exhibit L includes a rendering of the first phase of roundabout construction and the full buildout of the roundabout. The access and infrastructure plans show the construction according to the approved plan.
16. Additional Land Dedications – The ADA requires additional land dedications per Exhibit H. These dedications include right-of-way along Brush Creek Rd, the Upland Open Space (Haymaker Trail Area), Wildlife Corridor, Willow Tree Corridor, Trailhead Park, and other public lands. These dedications are required with the phasing of development. Therefore, dedications required for phase 1 include the right-of-way, the Upland Open Space, and the Wetland Open Space. The project is complying with these requirements.
17. Local Employee Residency Program – An approved LERP plan was included in the ADA which stipulates that the LERP units will be provided in the multi-family product only. Filing 1 includes the platting of multi-family tracts, however, specific compliance with the approved LERP will be reviewed at Development Permit for those tracts in order to assess the requirements per the units being provided. The LERP requires 25 units in Neighborhood A1 and the project intends to comply with these requirements as outlined in the attached LERP Memo (Exhibit T).
18. Mail Delivery – The ADA instructs the developer, together with town officials, to meet with the postal service to evaluate the possibility of home delivery or a postal annex to accommodate the Haymeadow development. Over the past year, various community members have also requested that the town investigate home delivery for other areas of town. Town officials have discussed the possibility of home delivery or an annex location with the post office, neither of which were described as reasonable options for the post office. Town officials are continuing the discussion with the post office to come up with solutions. Haymeadow can and has agreed to provide locations for home delivery or annex locations if and when the town is successful in getting this service arranged with the post office.
19. Use of Chemicals – Due to the amount of wetland areas and non-potable irrigation, chemical management was a priority for the town. Rather than provide a separate chemical management plan, the chemical management has been incorporated into the Ecological Restoration Plan, Open Space Management Plan, and Reclamation Plan. The Public Works Department has reviewed these plans and agrees with the provisions of the use of chemicals in these plans.
20. Open Space Management Plan – An Open Space Management Plan has been submitted to the town for review and approval. Town staff has reviewed the agreement and is in agreement with the provisions of plan.
21. Transfer Assessment Covenant – The ADA requires a transfer assessment be placed into the private declarations of the project. The applicants intend to comply with this requirement and are drafting Covenants and Declarations for the project in accordance with the ADA. The town is not a party to the declarations and cannot enforce the declarations. As such, the town does not review the documents in detail other than to ensure that the requirement for the assessment is included. A condition of approval has been included to ensure that this is prepared and recorded prior to final plat recording.
22. Construction Operations Plan – The ADA requires a Construction Operations Plan (COP) to be submitted for review and approval. The applicants have selected their contractor for the project and are preparing the COP. A condition of approval has been included to require that the COP be reviewed and approved by the Public Works Director and Town Engineer prior to final approval.

The ADA also lays out the requirements of the Subdivision Improvements Agreement (SIA) that is required for the approval of the Final Plat. In addition to the SIA, a separate maintenance agreement will be executed between the Town of Eagle and the Haymeadow Metropolitan District for the ongoing maintenance of the project per the ADA. The reason for the separate agreement is that the SIA expires once the construction and warranty periods have ended. The obligations of the maintenance extend beyond the construction completion and therefore a separate document is required. The maintenance

agreement will be based off of the structure outlined in Exhibit U, Ownership and Maintenance Chart that was included in the original ADA. The applicants intend to fully comply with these requirements of the ADA and have not requested any variances from the requirements.

Adequate Public Facilities

A Conditional Positive Determination of Adequacy was granted in Section 6 of the ADA. The conditions outlined are to be evaluated with each phase of development. However, not all conditions apply to each phase. Below is a list of conditions that apply to the first phase of development as proposed:

- Constructing off-site improvements including the Sylvan Lake Roundabout and path to Pool and Ice Rink
- Payment of Plant Investment Fees
- Dedication of Fire Station parcel
- Dedication of School and Recreation parcel
- Available treated water supply
- Payment of Impact Fees

The project has or will comply with all of the requirements stated above. The town evaluated the availability of treated water for the development during the First Amendment of the ADA. Upon review, it was determined that the town could serve up to approximately 100 units in phase 1 provided that the finished floor elevation of the building was below elevation 6730 feet. This is primarily related to the water pressure needs for the development. The first amendment addressed this stipulation and the proposed phase 1 is in compliance with this restriction.

STAFF RECOMMENDATION

Staff recommends **approval** of the Haymeadow Subdivision Filing 1, Final Plat, **with the following conditions:**

1. No building permit application or Development Permit application shall be accepted by the Town of Eagle until the Design Guidelines establishing architectural and building material standards, landscape design, urban design, site design standards and a design review process for development within Haymeadow have been reviewed and approved by the town of Eagle as outlined in the Subdivision Improvements Agreement.
2. Protective covenants, homeowners' association (HOA) documents, and articles of incorporation for HOA including the Transfer Assessment Covenant shall be finalized prior to final plat recording.
3. Success Criteria for the Ecological Restoration Plan and Wetland Enhancement Plan shall be approved by the Public Works Director and Open Space Manager prior to execution of the Subdivision Improvements Agreement.
4. A maintenance agreement shall be executed between the Town of Eagle and the Haymeadow Metropolitan District prior to the acceptance of any public improvements as outlined in the Subdivision Improvements Agreement.
5. A Raw Water Irrigation Operations Plan shall be submitted for review and approval prior to execution of the Subdivision Improvements Agreement.
6. The final Landscape Standards for Streetscapes shall be approved by the Town Planner prior to execution of the Subdivision Improvements Agreement.
7. A Construction Operations Plan shall be submitted for review and approval prior to execution of the Subdivision Improvements Agreement.
8. Final technical comments from Town Planner, Town Engineer, and Town Attorney shall be addressed prior to final plat recording.



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: April 9, 2019

Agenda Item: Ordinance 05-2019 – Prohibit Photography and Videography in Areas of Public Buildings
Where Access is Restricted

REQUEST:

Staff is requesting that the Board of Trustees review the revised ordinance prohibiting photography and videography in areas of public buildings where access is restricted.

INTRODUCTION:

Staff presented this ordinance on February 12. The BOT requested that the language where photography and videography is prohibited be more specific. Staff is proposing to change the language “Where Notice is Posted” to Where Access is Restricted. This change will narrow the scope of where this ordinance applies while striking a balance. Included is a redline version of the ordinance and a clean copy.

ANALYSIS:

The ordinance includes the following provisions:

- Town Manager or designee can designate restricted access areas
- No person shall engage in photography and videography where access is restricted
- The Town Manager or designee can authorize an exemption if photography or videography are for appropriate use

COMMUNITY INPUT:

Community input not required.

BUDGET / STAFF IMPACT

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This ordinance aligns with the following standards:

Staff Behavioral Values – This ordinance reinforces the values established by the BOT.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Motion to **approve** or **deny** adoption of Ordinance 05-2019, "An Ordinance of the Board of Trustees of the Town of Eagle, Colorado Amending Section 9.12.040 of the Eagle Municipal Code to Prohibit Photography and Videography in Areas of Public Buildings where Access is Restricted"

ATTACHMENTS:

- Ordinance No. 05-2019 Redline Version
- Ordinance No. 05-2019 Clean Version

TOWN OF EAGLE, COLORADO
ORDINANCE NO. ____
(Series of 2019)

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO AMENDING SECTION 9.12.040 OF THE EAGLE MUNICIPAL CODE TO
PROHIBIT PHOTOGRAPHY AND VIDEOGRAPHY IN AREAS OF PUBLIC BUILDINGS
WHERE ACCESS IS RESTRICTED NOTICE IS POSTED**

WHEREAS, the Board of Trustees recognizes that the taking of photographs and video inside public buildings may raise certain concerns of public importance including without limitation the violation of public employee's privacy rights, breach of government security, and interference with public employee duties and the normal course of business operations;

WHEREAS, the Board of Trustees acknowledges that private individuals may, in certain circumstances, have rights to take photographs or video in public places;

WHEREAS, the Board of Trustees has balanced these public interests and private rights in determining conduct to be permitted with regards to photography and videography inside public buildings in the Town; and

WHEREAS, the Board of Trustees wishes to amend Section 9.12.040 of the Eagle Municipal Code to prohibit photography and videography in areas of public buildings where access is restricted. notice is posted.

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

Section 1. Section 9.12.040 of the Eagle Municipal Code is hereby amended by the addition of the following new subsection C. and the re-lettering of the subsequent subsections:

9.12.040. Public buildings, trespass, interference.

* * *

C. In the interest of public employee privacy rights, government security, or the performance of public employee duties, the Town Manager or designee may designate restricted areas in public buildings ~~by the posting of notices certain areas of public buildings~~ where photography and videography are prohibited. No person shall engage in photography or videography in any area of a public building where access ~~-is restricted and notice has been posted that~~ such activity is prohibited; provided that this subsection shall not apply to law enforcement officers engaged in the lawful performance of official duties. In addition, the Town Manager or designee may authorize an exemption from this subsection when the

Town Manager or designee finds that such photography or videography is necessary for a public purpose.

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

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

Section 4. Effective Date. This Ordinance shall take effect 30 days after publication following adoption.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this __ day of _____, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
ORDINANCE NO. ____
(Series of 2019)

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TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Board of Trustees

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

Date: March 26, 2019

Agenda Item: Construction Water Proposal

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

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

ANALYSIS:

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

1. Construction Water Filling Station at Public Works:

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

2. Water Meter Installed:

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

3. Sewer Fees:

- No sewer fees are charged until TCO

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

Eagle River Water and Sanitation District

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

The Town of Gypsum

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

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

Ute Water Conservancy District

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

Staff Proposed Options:

Water Metering Options:

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

Considerations:

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

Public Works Water Filling Station options:

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

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

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

Staff Recommendation:

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

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

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

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

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

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

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

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

ATTACHMENTS:

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

VAIL 2019 Rates

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

Outdoor Usage

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

Construction Usage

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

UERWA 2019 Rates

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

Outdoor Usage

Irrigation Usage Rates (no structure)		Irrigation Usage Rates (coverage based)	
<i>SIR (SFE factor based on meter size)/kgal</i>		<i>SIC (SFE factor calculated from irrigated sq.ft.)/kgal</i>	
Tier 1 (0-10)	\$ 5.59	Tier 1 (max 175 kgal) 1 1/2" cover	\$ 5.59
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Tier 2 (21-30)	\$ 8.38		
Tier 3 (31-40)	\$ 12.59		
Tier 4 (more than 40)	\$ 18.88		

Construction Usage

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

TOWN OF EAGLE FEE SCHEDULE

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

TOWN OF EAGLE FEE SCHEDULE

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

TOWN OF EAGLE FEE SCHEDULE

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



To: Mayor and Town Board of Trustees

From: Bill Shrum, Assistant to the Town Manager

Date: March 26, 2019

Agenda Item: Ordinance 10-2019 Public Safety Impact Fee

REQUEST:

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

BACKGROUND:

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

ANALYSIS:

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

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

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

BUDGET / STAFF IMPACT:

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

PROS:

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

CONS:

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

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

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

ATTACHMENTS:

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

Section 4.07.170. – Public Safety impact fee.

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

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

A.

Purpose. It is the purpose of this section to:

1.

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

2.

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

3.

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

4.

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

5.

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

B.

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

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

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

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

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

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

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

Major apparatus such as specialized vehicles;

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

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

Any additional costs realized for impact fee studies.

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

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

C.

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

D.

Computation of the amount of public safety impact fee.

1.

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

a.

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

b.

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

c.

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

d.

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

e.

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

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

2.

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

E.

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

F.

Use of funds.

1.

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

2.

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

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

3.

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

4.

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

5.

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

G.

Refund of fees paid.

1.

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

2.

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

H.

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

I.

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

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

J.

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

K.

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

1.

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

2.

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

(Ord. No. 2017-3, § 2, 2-14-2017)



Eagle Police Department Impact Fee Study

Final Report

December 31st, 2018

Eagle Police Department Impact Fee Study

Prepared for:

Eagle Police Department
200 Broadway Street
Eagle, CO 81631

Prepared by:

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
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SECTION I.

Impact Fee Design Considerations

SECTION I.

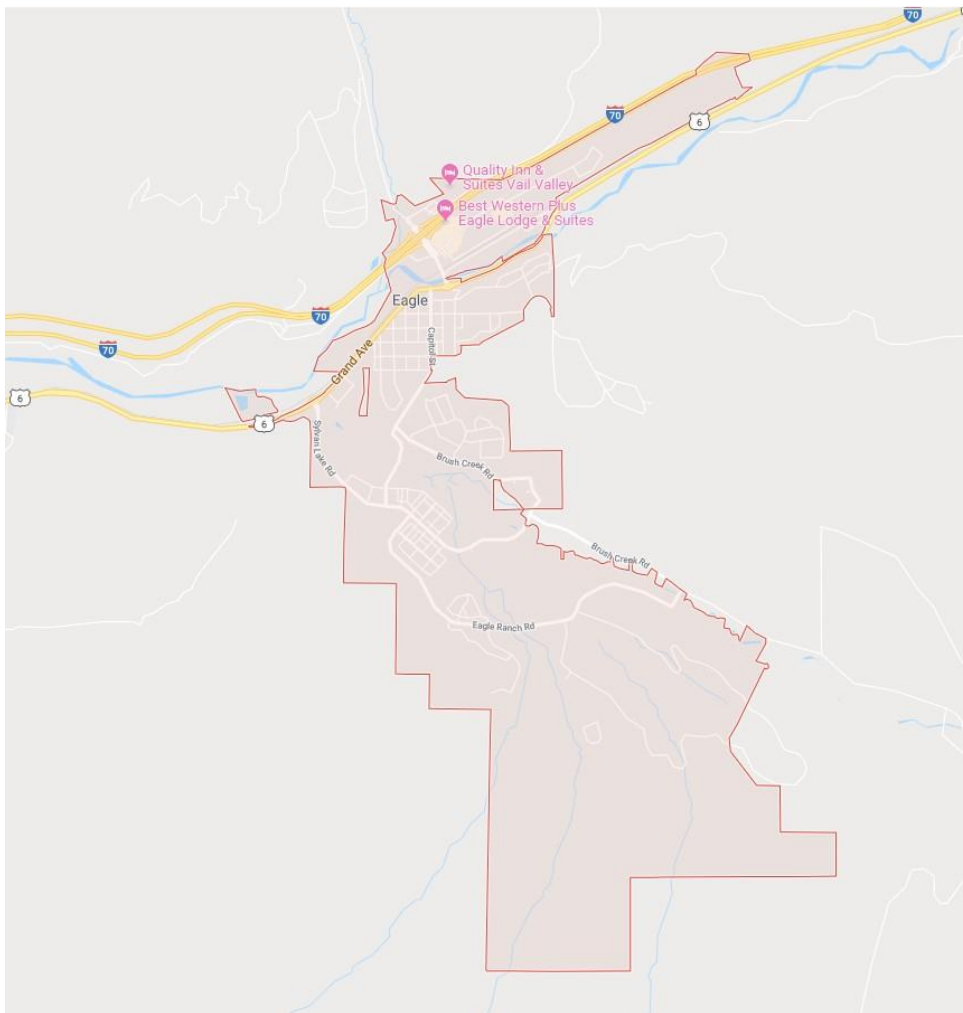
Impact Fee Design Considerations

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

Background and Objectives

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

Figure I-1.
Eagle Police Department Service Area



Source: Eagle PD.

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

Impact Fee Design Requirements

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

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

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

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

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

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

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

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

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

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

Fee Applicability

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

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

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

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

³ *Dolan v. City of Tigard* (1994) 114S.Ct. 2309

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

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

Other Fee Design Considerations

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

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

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

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

detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated a fee-eligible capital asset, per CRS 29-20-104.5.⁴ Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION II.

Impact Fee Calculations

SECTION II.

Impact Fee Calculations

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

Eagle Police Department Budget Overview

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

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

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

Impact Fee Calculations

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

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

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

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

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

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

Notes:

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

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

Source:

Eagle Police Department and BBC Research & Consulting.

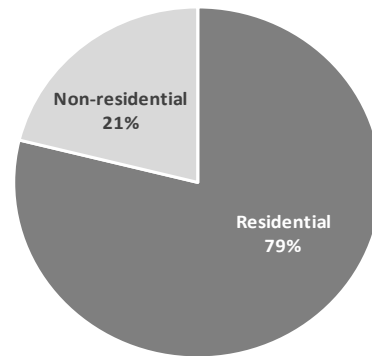
Type of Capital Infrastructure	Total Replacement Value	Portion to Include in Impact Fees ⁽¹⁾	Allocated Replacement Value ⁽²⁾
Buildings and Land			
Police Station	\$1,277,818.16	100%	\$1,277,818
Police Station Land	\$75,600.00	100%	\$75,600
Storage Facility	\$31,157	100%	\$31,157
Vehicles			
2008 Radar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

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

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

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

Source:
Eagle County Assessor and BBC Research &
Consulting.



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

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

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

Source:
BBC Research & Consulting, 2018.

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

Summary and Recommendations

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

We also offer the following recommendations for your consideration:

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

SECTION III.

Addendum A

SECTION III.

Addendum A

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

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

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

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

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

Notes:

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

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

Source:

Eagle Police Department and BBC Research & Consulting.

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

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

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

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

Source: BBC Research and Consulting,
2018.

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

SECTION IV.

Addendum B

SECTION IV.

Addendum B

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

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

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

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

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

Notes:

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

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

Source:

Eagle Police Department and BBC Research & Consulting.

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

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

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

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

Source: BBC Research and Consulting,
2018.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Calls for Service – Eagle Police Department

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

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

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

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

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

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

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

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

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

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

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

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

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

Population Chart Averages for Residential Development

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Eagle Public Safety Impact Fees

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

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

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

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

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

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

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

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

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

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

- *Town of Ignacio, CO – pop. 725*

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

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

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

- *Johnstown, CO – pop. 15,389*

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

- *Littleton, CO – pop. 46,333*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: April 5, 2019

Agenda Item: Ordinance 07-2019 An Ordinance of The Town of Eagle, Colorado, Amending Sections Of the Eagle Municipal Code Concerning Various Fees and Costs, And Authorizing Fees to Be Set by Resolution of The Board of Trustees

REQUEST: Remove fees and costs from the Eagle Municipal Code and reference the correct location for Town Fees, which is the Fee Schedule.

BACKGROUND: When the Town chose to adopt a Fee Schedule in lieu of updating fees in the Municipal Code, certain fees were omitted during this process or were intentionally delayed in being placed in the fee schedule.

All fees referenced in this Ordinance have already been placed within the Fee Schedule adopted in 2019 but remain listed code. At an upcoming meeting we will also be requesting to repeal language that requires that fee updates be adopted by ordinance for water and wastewater.

ANALYSIS: N/A

COMMUNITY INPUT: N/A

BUDGET / STAFF IMPACT: None – staff prepared the Ordinance.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

- Having all fees in one location is more transparent for both internal and external users. As a customer service tool, the Fee Schedule provides comprehensive documentation of the Town's Fees in one document.
- The Town's goal in creating the fee schedule was to move all fees from the Code and into the Schedule to enable thoughtful review on at least an annual basis. Looking in one place for fees to review is more accurate and efficient.

RECOMMENDED ACTION OR PROPOSED MOTION: to approve or deny Ordinance 08-2019 An Ordinance of The Town of Eagle, Colorado, Amending Sections Of the Eagle Municipal Code concerning various Fees and Costs, And Authorizing Fees to Be Set by Resolution of The Board of Trustees

ATTACHMENTS: Ordinance 07-2019

ORDINANCE NO. 07
(Series of 2019)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, AMENDING SECTIONS OF
THE EAGLE MUNICIPAL CODE CONCERNING VARIOUS FEES AND COSTS, AND
AUTHORIZING FEES TO BE SET BY RESOLUTION OF THE BOARD OF TRUSTEES

WHEREAS, The Eagle Municipal Code sets forth the fees imposed by the town and the amount of such fees are subject to review and changes; and

WHEREAS, the Board of Trustees finds and determines that it is more expedient to delete references to specific fees in the Municipal Code and to establish the Town's fees annually by resolution of the Board of Trustees.

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

Section 1. That Section 2.08.200 of the Eagle Municipal Code, concerning court fees and costs, be repealed and readopted to read as follows:

2.08.200 Court Fees and Costs. All fees and costs, as established by resolution of the Board of Trustees, shall be taxed and paid in all Municipal Court proceedings. All fees and costs shall be paid to the Town. When judgment is entered against a defendant, all fees and costs shall be taxed as part of the judgment, unless otherwise provided in this Chapter. Costs shall be paid by the Town when a defendant is acquitted, when charges are dismissed against a defendant, or when a defendant is convicted and the Court determines he is unable to pay them.

If any private person complainant, in any action before the Municipal Court, requests dismissal of the prosecution of said action, or willfully absents himself from trial or fails to appear at trial after being subpoenaed, and said action is dismissed, the Court shall give judgment against said private person complainant for all applicable fees and costs. In addition, if charges against an accused pursuant to a private person complaint are dismissed, and it appears to the Court there were no reasonable grounds for the complaint, or that it was maliciously made, the Court shall give judgment against said complainant for all applicable fees and costs.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on April 9, 2019.

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Published: April 18, 2019 EVE



To: Mayor and Town Board of Trustees

From: Bryon McGinnis

Date: April 5, 2019

Agenda Item: Extraterritorial Water Service Agreement – 177 Mosher Lane

REQUEST:

Staff is requesting the Board to approve an Extraterritorial Water Service Agreement for a second water tap to 177 Mosher Lane.

INTRODUCTION:

The owner of 177 Mosher Lane (Mike Wilson) wants a second water service tap for his property that he plans to subdivide. Eagle County will not allow a Building Permit for a secondary home without proof of water service from the Town. This has occurred previously with other properties in the Mosher Lane Subdivision, i.e. Ron Marmon.

ANALYSIS:

Town Staff has reviewed the additional water tap and has no issues and feels there is no negative effects to the town's water system. The proposed water service will be for indoor potable use, and no outdoor irrigation will be allowed since the existing property is on an existing non-potable irrigation system. Approving the additional water tap will allow the owner to go through the Eagle County subdivision process. The Town has put on a requirement that this process will need to be completed within one-year of Temporary Certificate of Occupancy.

COMMUNITY INPUT:

None

BUDGET / STAFF IMPACT:

Water Enterprise Fund: \$13,886.00 plus Monthly Service Fees

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #2 Enhance the Financial Health of the Town

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve or deny Extraterritorial Water Service Agreement.

ATTACHMENTS:

Extraterritorial Water Service Agreement

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**TOWN OF EAGLE, COLORADO
EXTRATERRITORIAL WATER SERVICE AGREEMENT**

Lot 3, Mosher Subdivision, County of Eagle, State of Colorado

THIS AGREEMENT, is made and entered into as of the _____ day of April, 2019, by and between the TOWN OF EAGLE, COLORADO, a municipal corporation, whose address is 200 Broadway, Eagle, Colorado 81631 (“Town”), and Michael Alan and Cynthia Ann Wilson, whose address is P.O. Box 4185, Gypsum, Colorado 81637 (collectively “Owner”).

RECITALS

WHEREAS, the Town owns and operates the Town of Eagle water system in accordance with the laws of the State of Colorado and the municipal ordinances, rules, regulations, policies and resolutions of the Town; and

WHEREAS, Owner has one tap for Town water service for Lot 3, Mosher Subdivision, County of Eagle, State of Colorado, also known as 177 Mosher Lane, Eagle, Colorado (the “Property”) pursuant to a separate agreement between Owner and the Town;

WHEREAS, Owner desires an additional tap for Town water service for the Property; and

WHEREAS, the Property is situated in a manner so that Owner can efficiently connect to the water system owned and operated by the Town; and

WHEREAS, the Town has determined that this Agreement and all covenants herein are necessary to comply with the Town of Eagle Municipal Code and the goals, policies and plans of the Town and the Town is not hereby representing that it is a regulated public utility; and

WHEREAS, the Town is authorized by Sections 31-35-402 and 31-12-121, C.R.S., to provide water service to properties located outside of its boundaries by means of a contract; and

WHEREAS, pursuant to Section 21-12-121, C.R.S. and Section 12.16.025 of the The Town of Eagle Municipal Code, as a condition precedent to the supplying of municipal services pursuant to contract, the Town may require a contemporaneous agreement by the owner of real property so supplied to apply for or consent to the annexation of the area to be supplied with water service at a future date; and

WHEREAS, the Town desires to provide an additional tap municipal water service to the Property on the terms and conditions contained in this Agreement.

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

SECTION 1 WATER SERVICE

1.1 Provision of Water Service. The Town agrees to provide an additional tap for municipal water service to the Property under the terms and conditions specified in this Agreement and pursuant to all requirements as set forth in the Eagle Municipal Code and the Town's rules, regulations and policies concerning water service. The Town shall be the sole municipal water service provider to the Property, with the exception of raw water for irrigation, if any. Water service for this additional tap on the Property shall not exceed service to one (1) single family residential unit. Provision of water service to the Property shall be made on a first come/first served basis with the Town's other water customers, subject to system capacity and any prior commitments, and payment of applicable plant investment fees and connection charges, at the then applicable rate. Except as may otherwise be provided in this Agreement, Owner shall not receive any preference for or assurance of the availability of water service from the Town. Prior to Owner receiving any water service under this Agreement, Owner must comply with the following:

- 1.1.1 Payment to the Town of the Town's then effective tap fee for out-of-Town water connections;
- 1.1.2 Receipt of subdivision approval from Eagle County creating a separate lot on the Property for the use of this water tap within one-year of receiving a temporary certificate of occupancy ("TCO") from Eagle County for the new single-family home on the Property;
- 1.1.3 Execution of a pre-annexation agreement with the Town within one-year of receiving a TCO from Eagle County for the new single-family home on the Property;

If items 1.1.2 and 1.1.3 are not completed by Owner as outlined, the Town shall have the right to remove the additional water tap that is the subject of this Agreement at the Owner's sole cost and no water service shall be provided by the Town to the Property pursuant to this Agreement.

SECTION 2 CONVEYANCE OF EASEMENTS

Owner shall convey to the Town by general warranty deed non-exclusive utility easements, if necessary, as determined by the Town, necessary for the installation, repair, replacement, reconstruction and inspection of all water mains, service lines, laterals, and other water distribution facilities necessary to serve the Property.

SECTION 3
PLANT INVESTMENT FEES AND RELATED CHARGES:
COMPUTATION AND PAYMENT

3.1 Plant Investment and Connection Fees. All plant investment fees for treated water service, together with any connection charges, shall be assessed utilizing the Town's prevailing plant investment fees schedule and connection charge schedule established pursuant to the Eagle Municipal Code at the time of application for water services (or a building permit if applicable) is made. Except as provided herein, no water service shall be provided to any structure without payment of the appropriate plant investment fee, applicable utility connection charges, and any applicable hook-up charges. As stated above, the Town's prevailing out-of-town fees schedules shall apply.

3.2 Service Fees. Until such time as the Property is annexed to the Town, the Town shall charge water service fees at the prevailing out-of-Town rates as established pursuant to the Eagle Municipal Code. Upon annexation of the Property, the Town shall charge such fees at the prevailing in-Town rates established under the Eagle Municipal Code.

3.3 Unpaid Fees; Lien. All water service fees, charges and any delinquent charges assessed thereon from the time the same shall become due and payable, shall become and remain a lien on the Owner's Property until said rates, fees and charges have been paid to the Town. Said lien may be foreclosed by an action at law or in equity in the name of the Town in any court having jurisdiction thereof. If the Town is required to resort to legal action for collection of any service fees, charges or assessments due, the Town shall be entitled to its reasonable attorney's fees and other expenses incurred in such action if the Town prevails. In the event such charges are not paid when due, water service may be discontinued by the Town when the Owner or service user is two (2) months delinquent without further notice by turning off water service to the applicable premises.

In the event said rates, fees, charges and assessments are not paid when due, the Town Treasurer may certify the amount of the same of the Eagle County Treasurer, to be placed upon the tax rolls for the current year, and to be collected in the same manner as other taxes are collected, with ten (10%) percent per annum added thereto to defray the cost of collection, pursuant of general taxes, including the laws for the sale of property for taxes and redemption of the same, shall apply.

SECTION 4
COMPLIANCE WITH TOWN RULES AND REGULATIONS

Except as expressly modified to the contrary in this Agreement and except as may otherwise be provided or satisfied by this Agreement, water service provided to the Owner shall be subject to all applicable ordinances, rules and regulations of the Town concerning the provision of water service, and specifically to all applicable provisions of Title 12 of the Eagle Municipal Code in effect from time to time as fully as if the Property was located within the corporate limits of the Town.

SECTION 5 REIMBURSEMENT OF COSTS

The Town waives all legal costs for legal services rendered in connection with Owner's request for water service from the Town.

SECTION 6 ANNEXATION: POWER OF ATTORNEY

6.1 Annexation Required. Owner, or their successors in interest, shall petition the Town for annexation of the Property to the Town at such time as the Property becomes eligible for annexation and upon request by the Eagle Board of Trustees. Failure of the Owner and/or their successors in interest to commence annexation proceedings, as herein required shall authorize the Town to commence such annexation on the Owner's behalf in accordance with Section 31-12-121, C.R.S., in which event the Town shall charge the Owner, or their successors in interest, all costs and fees associated with such annexation. In accordance with Section 31-12-121, C.R.S., this requirement to annex the Property shall be enforceable by an action for specific performance filed in the Eagle County District Court.

6.2 Power of Attorney Granted. The Owner hereby designates and irrevocably appoints the Town Clerk of the Town of Eagle, Colorado as its attorney-in-fact and agent to sign any petition for annexation of the Property. As a further covenant to run with the land, Owner agrees that in the event a counter-petition or objection to the proposed annexation is filed, any signature on such petition or objection purporting to be the Owner or successor in interest of the Property may be disregarded and shall be given no force and effect by the Town or any court of competent jurisdiction. The provisions contained in this subsection concerning the power of attorney herein granted shall be valid for the period set forth under Colorado law.

6.4 Future Development. In the event the Property is annexed pursuant to this Section 7, the Town and Owner mutually acknowledge and agree that the Town's regulations regarding assurance of adequate public facilities, as set forth in Chapter 4.14 of the Eagle Municipal Code ("APF Regulations") and the level of service ("LOS") standards contained therein, as the same may be amended in the future, shall apply to the Property upon the terms and conditions set forth below:

SECTION 7 ENFORCEMENT

7.1 Default; Notice; Termination. In the event of any default or breach by the Owner, or its successors and assigns, of a covenant, term, condition or obligation under this Agreement, and if such default or breach continues after notice thereof for sixty (60) days, this Agreement may be forthwith terminated at the option of the Town. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly authorized by the Eagle Board of Trustees. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.

7.2 Legal Action. The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the right of specific performance. In the event that any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees or the reasonable value of a salaried attorney's time.

SECTION 8 MISCELLANEOUS PROVISIONS

8.1 Waiver of Defects. In executing this Agreement, Owner and the Town waive all rights they may have concerning defects, if any, of the form of this Agreement, the formalities whereby it is executed; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement. Owner further waives all rights it may have concerning the power of the Town to impose conditions on Owner as set forth herein.

8.2 Failure to Exercise Rights. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by written amendment to this Agreement signed by the Town and the Owner. The waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Owner or the acceptance of any improvement. The Owner's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Town.

8.3 Complete Agreement. This Agreement contains all of the understandings, conditions and agreements between the Town and Owner relating to the provision of municipal water service at this time for this additional tap, and no other prior or current representation, oral or written, shall be effective or binding upon the Town and the Owner with regard to this additional water tap that is the subject of this Agreement.

8.4 Attorney's Fees. In the event that any action is filed or maintained by any party or beneficiary in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees or the reasonable value of a salaried attorney's time. All rights concerning remedies or attorney's fees shall survive termination of this Agreement.

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

8.6 Amendments. This Agreement may be amended from time to time by written agreement duly authorized by the parties, provided however, that subsequent owners of any portion of the Property shall be subject to this Agreement and shall be entitled to receive water service pursuant to the terms of this Agreement without amendment to this Agreement and shall be considered beneficiaries hereof.

8.7 Covenants; Binding Effect. This Agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto and the successors and assigns of the respective parties hereto. Specifically, by accepting a deed to any or all of the Property, any grantee of the Owner agrees to be bound by the terms of this Agreement, and this Agreement shall be deemed to be a restrictive covenant running with the Property for the benefit of the Town of Eagle water system and the real property owned by the Town for said system.

8.8 Notices. All notices required or given by the terms of this Agreement shall be made by certified first class mail, postage prepaid, return receipt requested, to the parties at their addresses listed below. All notices shall be effective upon mailing. These addresses shall remain valid until notice of a change of address is given in accordance herewith.

To Town:	Town of Eagle, Colorado Board of Trustees 200 Broadway Eagle, Colorado 81631 Attn.: Town Manager
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With a Copy to:	Garfield & Hecht, P.C. Attn.: Mary Elizabeth Geiger 901 Grand Avenue, Suite 201 Glenwood Springs, Colorado 81601
-----------------	---

If to Owner:	Michael and Cynthia Wilson P.O. Box 4185 Gypsum, CO 81637
--------------	---

8.9 Time of the Essence. Time is of the essence of this Agreement.

8.10 Colorado Law Applicable. This Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.

8.11 Jurisdiction of the Courts. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, a letter of credit, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Eagle County, Colorado. The Owner expressly waives its right to bring such action in or to remove such action any other court, whether State or federal.

8.12 Provisions Deemed Severable. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise enforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

8.13 Assignment of Rights; Release of Obligations. Except as otherwise provided herein, the benefits of this Agreement to the Owner are personal and may not be assigned without the expressed written approval of the Town. Such approval shall not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Owner and will be binding on the heirs, successors, and assigns of the Owner, unless otherwise released by the Town. There is no prohibition on the right of the Town to assign its rights under this Agreement.

8.14 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity or governmental immunity under any applicable State law.

8.15 Recordation of Agreement. The Town shall record a copy of this Agreement in the office of the Clerk and Recorder of Eagle County, Colorado.

8.16 No Effect on Existing Town Water Service to the Property. This Agreement does not supersede, amend or otherwise affect the existing Town water service to the Property and the agreement providing therefore. All terms and conditions thereof remain in full force and effect.

8.17 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts which when taken together shall be full execution hereof. This Agreement may be executed by electronic or facsimile signatures which shall be considered as effective as originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF EAGLE, COLORADO, a
municipal corporation, acting by and through its
Town Board of Trustees

Attest

By: _____
Anne McKibbin, Mayor

Jenny Rakow, Town Clerk

Michael Alan Wilson

Cynthia Ann Wilson

STATE OF COLORADO }
 } ss.
COUNTY OF EAGLE }

Subscribed and sworn to before me this ____ day of _____, _____, by Michael Alan Wilson.

WITNESS my hand and official seal.

My commission expires:

Notary Public

NOTARY BLOCK ON FOLLOWING PAGE

STATE OF COLORADO }
 }
COUNTY OF EAGLE } ss.
 }

Subscribed and sworn to before me this ____ day of _____, _____, by Cynthia Ann Wilson.

WITNESS my hand and official seal.

My commission expires:

Notary Public



To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: April 9, 2019

Agenda Item: Entertainment Districts Overview and Proposal, Town Clerk, Police and Events

REQUEST: Staff has been approached by business owners in the Eagle Ranch Business District to request the Board to consider adopting language to include Entertainment Districts in the Eagle Municipal Code.

BACKGROUND: Legislation changing state liquor laws to allow entertainment districts passed in 2011. Local liquor-licensing authorities may set their own rules for common consumption areas, such as operating hours, in addition to the state's rules. Other cities that have enacted a Common Consumption Area include: Greeley, Colorado Springs, Fort Collins, Town of Snowmass Village, and Glendale.

In order to form an Entertainment District, at least two liquor licensed entities must create it and they must have a combined square footage of 20,000 square feet to be eligible.

Over the past few years the Town Board, Town Staff and outside entities have inquired about or discussed enacting an Ordinance of this nature to address certain areas and events that take place in the Town of Eagle.

[Greeley Go Cup District](#)

[Snowmass Village Base Village Merchants](#)

[Fort Collins Exchange Entertainment District](#)

[Colorado Springs](#)

ANALYSIS: Part of the District is a Common Consumption Area where the actual alcohol is allowed. This is defined in State Statute and it "means an area designed as a common area in an entertainment district approved by the local licensing authority that uses physical barriers to close the area to motor vehicle traffic and limit pedestrian access." It then allows this closed area for patrons of liquor establishments to leave with an open container within this area. The open container will be obvious and consistent, think red solo cups properly marked for identification - as an example. Ours could be a lovely neon or glow in the dark.

All comments received from other municipalities regarding Common Consumption Areas have been generally positive for the municipality itself, their communities, the neighborhood and the districts themselves. The intent of having this option available would be to support economic vitality for Town businesses and enhance activities for residents. A well crafted application process would be necessary to ensure the town defines expectations and sets clear boundaries for when, how and where an event within these areas would take place. Town Staff has received numerous examples and

templates from other entities that it would review and customize to Eagle's needs.

Because of the annual nature of the application, staff feels comfortable with approval due to the ability to review any application prior to an event taking place, revoke applicants based upon non compliance, and the ability to not grant an event if it is determined there are negative impacts, neighborhood concerns or safety issues that may not be achieved.

COMMUNITY INPUT: As stated, Town Staff has been approached by interested parties in forming an Entertainment District in the Eagle Ranch core on Capitol Street. Staff has not formally gained public comment but can consider posting a survey or public request for input if the Board desires. A survey of the neighborhood will be a requirement of the applicants before approving the area to be considered.

BUDGET / STAFF IMPACT: Staff believes this could benefit the Town by establishing the process in advance and identify locations where this district can work. This would allow entities to creatively use an available structure put in place by the State.

From a Town Staff and budget perspective, the value in the Entertainment District is that it places the accountability and responsibility on the Entertainment District, and not entirely on the Town. Security, insurance, barriers, staffing, etc. are all responsibilities of the district to address, obtain or provide for their events.

The Ordinance would address the areas where a Common Consumption Area can be, the hours of operation and security requirements. Flexibility can be done by amending the Code after it is in effect.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Business Values achieved Economic Development, Protecting Public Health, Safety and the Environment, Sound Planning and Appropriate Investment.

Major Objective No. 1: Develop a Long-Term Vision for Eagle, community culture, amenities, economic vitality. Community Engagement - Relationship between the Town and the various communities in Eagle

Major Objective No. 5: Stimulate Economic Vitality, Development, including: Small town feel, and a great place to raise a family and high-quality events that are aligned with Eagle's values and infrastructure capabilities. Encourage visitors to go Downtown and further south (Eagle Ranch). Evaluate and enhance marketing for special events and Eagle as a destination, and continue to strive to attract better brands to support events.

Major Objective No. 9: Continue Investing in Outdoor Activities, Recreation, and Open Space. Including: Market and promote the town to target audiences, promoting the Town as a summer destination and enhance the look, feel, and experience of Eagle and its environment.

Major Objective No. 11: Enhance the Town's Communications, Build Eagle's Brand, including: Clarify the brand of Eagle to the outside world, and align marketing communications with this brand and high-priority economic development initiatives.

Major Objective No. 12: Initiate and Maintain a Community Building Effort including: Document inputs from people in the various communities to develop a stronger understanding of their values, concerns, and, specific needs.

RECOMMENDED ACTION OR PROPOSED MOTION: If the Board is interested in moving forward with adding Entertainment District language to the Eagle Municipal Code, staff would request a MOTION to direct staff to prepare an Ordinance for consideration at the April 23, 2019 Town Board Meeting.

ATTACHMENTS:

1. Entertainment Districts TBOT 4.9.2019 PRESENTATION VERSION



Entertainment Districts with Common Consumption Areas

Eagle Town Board Presentation April 9, 2019

EAGLE
colorado

Discover New Terrain

What is an Entertainment District?

"Entertainment District" means an area that:

- a) Is located within a municipality and is designated by the municipality as an entertainment district;
 - b) Comprises no more than one hundred acres; and
 - c) Contains at least twenty thousand square feet of liquor licensed premises at the time the district is created
- There is no “board” or governing entity of an Entertainment District; it is just a geographical boundary identification with operational restrictions.



Establishment of an Entertainment District

- Must conform with CRS [44-3-301\(11\)](#) – click this link if you want to see all language.
- The Statute requires that we “opt in” by establishment of local Ordinance which can impose stricter limits than required by statute.
- Once the Ordinance is enacted, the Town Board will set by Resolution each specific Entertainment District
 - This Resolution will set specific limits and restrictions on size, security, or hours of operation.
 - This cannot occur until after the effective date of enabling ordinance.
 - The Board can establish additional rules which would be similar to our current special event process and may include: an application fee with additional requirements, certification of applicants, outline of the Board and staff review process, safety requirements, proof the proposed area meets the reasonable requirements of the neighborhood and additional insurance.
- Often an Entertainment District is misconstrued as an alcohol overlay, however it is more complex and must follow CRS and obtain approvals from the Town for each event.



What is a Common Consumption Area (CCA)?

"Common Consumption Area" means an area designed as a common area in an entertainment district approved by the local licensing authority for consumption of alcohol beverages that is managed and controlled by a Promotional Association, and that uses physical barriers to close the area to motor vehicle traffic and limit pedestrian access.



What is a Promotional Association (PA)?

"Promotional Association" means an association that is incorporated within Colorado, organizes and promotes entertainment activities within a common consumption area, and is organized or authorized by two or more people who own or lease liquor licensed property within an entertainment district.



Professional Association “PA” Operational Rules and Regulations

Required by C.R.S §§ 44-3-103(6.6) and 44-3-909:

- Physical barriers to close the CCA to motor vehicle traffic and limit pedestrian access
- All servers of licensed establishments have completed responsible vendor training
- Alcohol beverages in CCA must be in disposable containers, less than 16oz in size, and contains the name of the liquor licensee in at least 24pt font
- Alcohol beverages in CCA can only be purchased from attached licenses that are a part of the PA, and the beverage cannot leave the CCA
- No sales or service to under 21 or intoxicated
- PA shall promptly remove all alcohol beverages from the CCA at the end of the operational hours



Proposed Enabling Ordinance

Amends the Town's Liquor Code to authorize the Town Board to create Entertainment Districts (does not create any district)

- Broad in nature to set minimum qualifications and standards for creating Entertainment District(s) based on State Statute
- Authorizes administrative review by the Town Clerk of Promotional Association applications to operate within an Entertainment District pursuant to procedures and processes specified in separate Resolution for Rules and Regulations
- Establishes fees by reference to be added to fee schedule. Proposed at \$500 application fee and \$100 annual renewal.



Future Resolution to Create District

- Defines specific Entertainment District (cannot occur until after the effective date of enabling ordinance – draft is included with this presentation)
 - Includes boundary map – see example on next page
 - Lists eligible liquor licensed premises that could be attached to any Common Consumption Area
 - Lists specific allowed hours of operation for any Common Consumption Area(s)
 - Lists any other restrictions specific to the district and tailored to the specific geographical area
 - Subsequent changes require new Board Resolution
- Adoption of an Entertainment District and any subsequent changes or additions to an Entertainment District must be reported to the State Liquor Enforcement Division within 15 days.



PA Operational Rules and Regulations

Additional local requirements to consider:

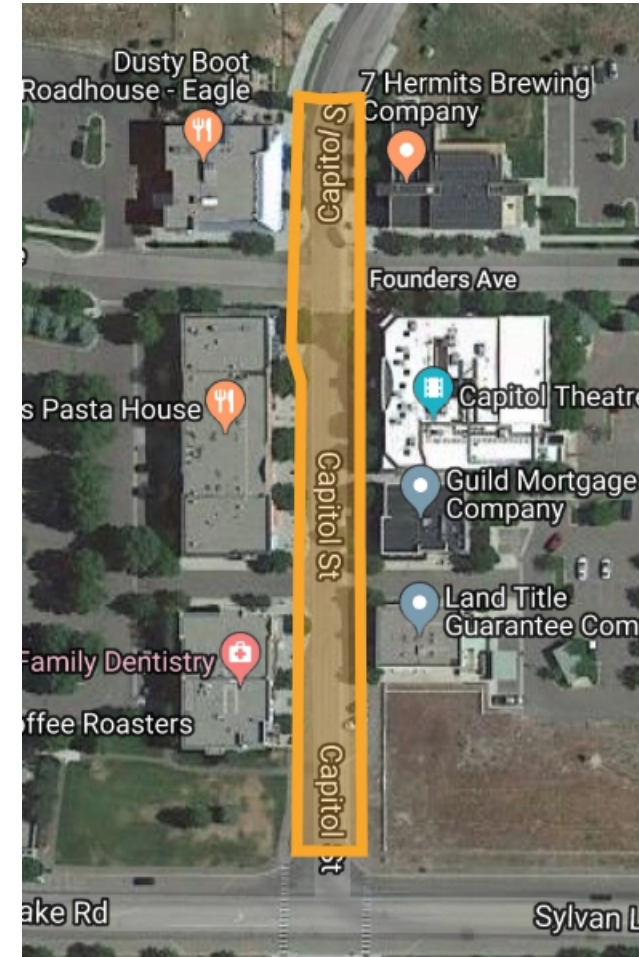
- Needs and Desires must include a report provided by the Association that addresses the following:
 - Public Safety, traffic and barriers
 - Consideration of unique neighborhood characteristics, i.e. schools, impacts on other businesses and noise considerations in residential area.
- Adequate security to achieve compliance and prevent a public safety risk
 - Includes security plan approved by EPD, and responsible vendor training for all persons checking IDs
- Unique PA wristbands on ID verified patrons in specified and approved outdoor CCAs (not required for outdoor “shared” patio areas)
- Signage at entrances and exits of CCA notifying patrons of hours of operation and restrictions



Maps for Potential Entertainment Districts



Ex. Broadway District



Eagle Ranch District



RECOMMENDED ACTION OR PROPOSED MOTION

If the Board is interested in moving forward with Creating an Entertainment District in the Town of Eagle and authorizing Common Consumption Areas language to the Eagle Municipal Code, staff would request a MOTION to direct staff to prepare an Ordinance for consideration at the April 23, 2019 Town Board Meeting.





To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: April 9, 2019

Agenda Item: Resolution 21-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Authorizing Town Consultants And The Mayor To Take Certain Actions Regarding The Town's Green Mountain Reservoir Contract

REQUEST: Staff is requesting that the Board of Trustees review an annual contract with the U.S. Bureau of Reclamation for augmentation water from Green Mountain Reservoir.

INTRODUCTION: The contract attached is part of the town's augmentation plan. The contract is held with the U.S. Bureau of Reclamation for 40 years. The contract expires in June of 2019.

ANALYSIS: None.

COMMUNITY INPUT: Community input not required.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This resolution and contract align with the town's desire to provide adequate water service to customers.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Motion to **approve** or **deny** adoption of Resolution No. 21-2019: "A Resolution of the Board of Trustees of the Town of Eagle, Colorado Authorizing Town Consultants and the Mayor to Take Certain Action Regarding the Town's Green Mountain Reservoir Contract."

ATTACHMENTS:

- Resolution No. 21-2019
- Green Mountain Reservoir Contract

RESOLUTION NO. 21
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AUTHORIZING TOWN CONSULTANTS AND THE MAYOR TO TAKE CERTAIN ACTIONS REGARDING THE TOWN'S GREEN MOUNTAIN RESERVOIR CONTRACT

WHEREAS, the Town currently has a Water Service Contract with U.S. Bureau of Reclamation for 125 acre-feet of water from Green Mountain Reservoir (GMR), Contract No. 4-07-60-W1020 (Contract); and

WHEREAS, the contract expires in June 2019; and

WHEREAS, The Contract is required by the Town's augmentation plans; and

WHEREAS, the U.S. Bureau of Reclamation is finalizing terms and conditions of renewal contract for an additional 40-year term commencing in June 2019.

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

That the Mayor is hereby authorized to execute the new GMR contract from the U.S. Bureau of Reclamation after review and approval of Town Water Attorney, which shall then be ratified at the next available Board meeting.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on April 9, 2019.

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



United States Department of the Interior

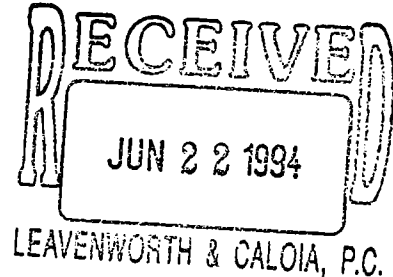
BUREAU OF RECLAMATION
Eastern Colorado Projects Office
11056 West County RD 18E
Loveland, Colorado 80537-9711



IN REPLY
REFER TO:

EC-1330

JUN 20 1994



Mr. Haydn Winston
Leavenworth & Caloia, P.C.
Attorneys at Law
P.O. Drawer 2030
Glenwood Springs CO 81602

Subject: Long Term Green Mountain Reservoir Water Service Contract No.
4-07-60-W1020 - Town of Eagle - Colorado-Big Thompson Project,
Colorado

Dear Mr. Winston:

Enclosed is the fully executed duplicate original Contract No. 4-07-60-W1020, dated June 7, 1994, between the United States and the Town of Eagle for water service from Green Mountain Reservoir.

If you have any questions, please contact Julie Swanda at (303) 962-4369.

Sincerely,

A. Jack Garner
Area Manager

Enclosure

cc: Mr. Orlyn Bell
Division V Engineer
P.O. Box 396
Glenwood Springs CO 81601 (w/c encl)

DUPLICATE ORIGINAL

Contract No. 4-07-60-W1020

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Colorado-Big Thompson Project

CONTRACT BETWEEN THE UNITED STATES AND
TOWN OF EAGLE
FOR WATER SERVICE FROM GREEN MOUNTAIN RESERVOIR

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Colorado-Big Thompson Project, Colorado

CONTRACT BETWEEN THE UNITED STATES AND
TOWN OF EAGLE
FOR WATER SERVICE FROM GREEN MOUNTAIN RESERVOIR

THIS CONTRACT, made this 7th day of June , 1994, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, and particularly the Act of August 9, 1937 (50 Stat. 564, 595), and the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented, is between the UNITED STATES OF AMERICA, acting through the Bureau of Reclamation, hereinafter referred to as the "United States," represented by the Contracting Officer executing this contract, and the TOWN OF EAGLE, hereinafter referred to as the "Contractor."

WITNESSETH, THAT:

WHEREAS, The following statements are made in explanation:

EXPLANATORY RECITALS

a. Green Mountain Dam and Reservoir were constructed as a feature of the Colorado-Big Thompson (CBT) Project as recommended by the Secretary of the Interior and approved by the President on December 21, 1937, pursuant to Section 4 of the Act of June 25, 1910 (36 Stat. 835), and Subsection B of Section 4 of the Fact Finders' Act (Act of December 5, 1924 (43 Stat. 672)). The Reservoir is operated and maintained by the United States in accordance with S. Doc. 80; the Act of August 9, 1937 (50 Stat. 564, 595), as decreed in the Consolidated Cases (Civil Action

Nos. 2782, 5016, and 5017) United States District Court for the District of Colorado; and the Operating Policy for Green Mountain Reservoir (hereinafter referred to as the "Operating Policy") as published in the Federal Register on December 22, 1983, which became effective January 23, 1984, and as amended September 3, 1987, as published in the Federal Register on September 11, 1987. The Reservoir was authorized to provide replacement water for senior downstream diversion rights in western Colorado when water is diverted to or stored for use in eastern Colorado through the CBT Project. Additional capacity was provided for hydroelectric power generation and beneficial uses in western Colorado including irrigation, municipal/domestic, and industrial uses. In accordance with the Operating Policy, 66,000 acre-feet of water annually is deemed adequate to satisfy irrigation and domestic uses perfected by use prior to October 16, 1977. The remaining 28,800 acre-feet of capacity (34,000 acre-feet less 5,200 acre-feet dead storage) is available for beneficial use by West Slope water user contractors and has been determined to be available to develop the Reservoir's annual marketable yield.

b. The Contractor desires to contract with the United States, pursuant to Federal Reclamation laws and the laws of the State of Colorado, for water service from Green Mountain Reservoir.

c. The United States desires to provide such water service from the marketable yield of Green Mountain Reservoir in accordance with S. Doc. 80, the Consolidated Cases, the Operating Policy, and other applicable Federal law.

d. The 20,000 acre-foot marketable yield of Green Mountain Reservoir is based on the assumptions and conditions incorporated in the supporting hydrology studies documented in the report entitled, "Green Mountain Water Sales Hydrology," dated September 15, 1988.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the United States and the Contractor agree as follows:

DEFINITIONS

1. Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent hereof, the term:

a. "Colorado River Basin" shall mean the geographical area of the natural basin of the Colorado River, including all tributaries thereof, in western Colorado upstream from the Colorado-Utah State line.

b. "Contracting Officer" shall mean the Secretary of the Interior or a duly authorized representative.

c. "Project" shall mean the CBT Project, Colorado.

d. "Year" shall mean the period beginning July 1 and ending the following June 30.

e. "Operating Policy" shall mean the operating policy for Green Mountain Reservoir as published in the Federal Register on December 22, 1983, as amended September 3, 1987, as published in the Federal Register on September 11, 1987.

f. "Reservoir" shall mean the dam, reservoir, and related facilities known as "Green Mountain Reservoir" as presently constructed and operated on the Blue River, a tributary of the Colorado River, in north-central Colorado, as a feature of the CBT Project.

g. "Replacement pool" shall mean the 52,000 acre-feet of water available under S. Doc. 80 annually to provide replacement water for western Colorado when water is diverted out of priority to the Eastern Slope through the CBT Project.

h. "Power pool" shall mean the Reservoir's remaining capacity of approximately 100,000 acre-feet, including the 6,316 acre-foot refill right, which to the extent feasible will be released through the powerplant, and following release will be available either directly or by exchange for other beneficial uses in western Colorado.

i. "Marketable yield" shall mean the 20,000 acre-foot water supply available from the Reservoir based on the assumptions and conditions incorporated in the supporting hydrology studies documented in the report entitled, "Green Mountain Water Sales Hydrology," dated September 15, 1988. The marketable yield may vary depending on changes in future operating conditions.

j. "Municipal/domestic use" shall mean the use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners' associations, or other entities for domestic, municipal, and miscellaneous related purposes as those terms are traditionally and commonly construed, excepting only irrigation and industrial uses of water as defined below. The meaning of this term includes the irrigation of municipal and/or quasi-governmental-owned or operated golf courses whether or not water is delivered through a municipal system.

k. "Irrigation use" shall mean the use of water for the commercial production of agricultural crops and livestock and other uses consistent with any water right decreed for irrigation purposes.

1. "Industrial use" shall mean the use of water for the purposes of producing or processing a product or service for sale, including without limitation such uses as manufacturing, food processing, mining, milling, land reclamation, snowmaking, nonhydroelectric power generation, and golf course irrigation except as provided in Subarticle 1.j. above. There shall be two categories of industrial water service as follows:

(1) "Category A" industrial water service which is reserved for those contractors who are existing customers for water from the Reservoir or have previously used water service from the Reservoir, who are currently operational, and who are unable to utilize Ruedi Reservoir as an alternative source for water service. Such entities' entitlement to Category A water service shall not exceed the quantities requested by those entities on or before August 15, 1988.

(2) "Category B" water service which is available to all other industrial contractors who are not covered in (1) above.

m. "Operation, Maintenance, and Replacement" (OM&R) costs shall mean those expenditures incurred in connection with the operation and maintenance of the Reservoir, excluding facilities used solely for hydroelectric power production. Such expenditures shall include those required to remedy conditions brought about by the ordinary use of the Reservoir or to restore or replace components of the existing facilities and shall not include expenditures to increase the Reservoir's capacity or to enlarge the purposes for which it was originally authorized and constructed.

n. "Standby charge" shall be that annual charge to reserve the right for delivery of water annually pursuant to Subarticle 4.d.

o. "Delivery charge" shall be that annual charge for the amount of water requested for delivery by the Contractor and delivered by the United States pursuant to Subarticle 4.d. For purposes of this contract, the Contractor shall be deemed to have requested for delivery at least the minimum quantity set forth in Subarticle 4.d.(1).

TERM OF THE CONTRACT

2. a. This contract becomes effective on the date of execution and shall remain in effect for a period of 25 years thereafter, unless terminated sooner in accordance with the provisions of Article 8.

b. This contract may be renewed for an additional term of 25 years upon written request to the Contracting Officer on or before 2 years prior to the expiration of this contract and mutual agreement of the parties hereto. Prior to renewal of this contract, all terms and conditions, including the amount of water service contracted for in Article 3 and the water service charges set forth in Article 4, will be renegotiated by the parties hereto subject to applicable Federal and State laws and Reclamation policy in effect or as established by the Secretary of the Interior at that time; Provided, That the Contractor shall have a first right for the purposes stated herein to the quantity of water set forth in Article 3 below, or to such lesser amount of water that is available, as determined by the Contracting Officer.

CONTRACTED SERVICE

3. a. The Contractor hereby contracts for 125 acre-feet of water service annually from the Reservoir as follows:

- (1) 0 acre-feet of water for irrigation use.
- (2) 125 acre-feet of water for municipal/domestic use.
- (3) 0 acre-feet of water for Category A industrial use.
- (4) 0 acre-feet of water for Category B industrial use.

The United States agrees to provide such water service subject to the terms and conditions of this contract. The United States shall not enter into any contract that will result in the total amount of water marketed from the Reservoir exceeding the marketable yield in effect at that time; Provided, That the United States reserves the right to make short-term sales of water from the Reservoir as long as such sales do not impinge upon the Contractor's entitlement to take delivery of the water contracted for herein. There shall be no right to carryover storage of undelivered water contracted for herein from year to year.

b. The 20,000 acre-foot marketable yield of the Reservoir is based on the assumptions and conditions incorporated in the supporting hydrology studies documented in the report entitled, "Green Mountain Water Sales Hydrology," dated September 15, 1988. The marketable yield may vary, depending on changes in future operating conditions. In the event any of the assumptions and conditions incorporated in the supporting hydrology studies prove to be incorrect and revised hydrology studies change the marketable yield, the United States may either increase or decrease the volume of future water sales. At any time the marketable yield is determined to be less than the total amount of water under contract, any resulting shortages shall be apportioned pursuant to Article 7.

WATER SERVICES CHARGES

4. a. In accordance with paragraph 5 of the Operating Policy, the United States will charge its Contractors differential rates for irrigation, municipal/domestic, and industrial water service. These rates include an appropriate share of the Reservoir's actual annual OM&R costs. The rates shall be adjustable by the United States to cover OM&R costs if such costs exceed the rates set forth herein.

b. The charge for irrigation water service will be an annual charge of \$6 per acre-foot for the amount of water contracted for herein, and which the United States is capable of delivering to the Contractor. Payment of this charge shall be due on July 1 for water to be delivered during the succeeding year. No water shall be delivered prior to payment.

c. The charge for municipal/domestic water service shall be an annual charge of \$10 per acre-foot for the amount of water contracted for herein, and which the United States is capable of delivering to the Contractor. Payment of this charge shall be due on July 1 for water to be delivered during the succeeding year. No water will be delivered prior to payment.

d. The annual charge for Category A and Category B industrial water service contracted for herein shall be as follows:

(1) \$55 per acre-foot applied to 100 percent of all water up to 100 acre-feet plus 50 percent of all water over 100 acre-feet up to 2,000 acre-feet, for a total of 0 acre-feet of water.

(2) \$15 per acre-foot standby charge and \$40 per acre-foot delivery charge applied to the remaining 50 percent of all water over 100 acre-feet up to 2,000 acre-feet, for a total of 0 acre-feet of water.

(3) \$15 per acre-foot standby charge and \$60 per acre-foot delivery charge applied to all water from 2,001 to 4,000 acre-feet, for a total of 0 acre-feet of water.

(4) \$15 per acre-foot standby charge and \$80 per acre-foot delivery charge applied to all water above 4,000 acre-feet, for a total of 0 acre-feet of water.

e. The industrial water standby charge shall be paid annually for the amount of water service in d.(2), d.(3), and d.(4) above. The industrial water delivery charge in d.(2), d.(3), and d.(4) above shall be in addition to the standby charge and shall be paid for each acre-foot of water actually delivered. Payments for all water service charges, except the delivery charge in d.(2), d.(3), and d.(4) above, shall be due on July 1 for water to be delivered during the succeeding year. No water will be delivered prior to payment of such charges. Payment for the delivery charges in d.(2), d.(3), and d.(4) above shall be based on the delivery schedule submitted by the Contractor pursuant to Subarticle 5.a. or as may be apportioned pursuant to Article 7. The Contracting Officer will provide the Contractor with a statement based on said projected schedule, whereupon payment of such additional delivery charges shall be made by the Contractor within 30 days of the date of such statements. Adjustments in payment for any differences between actual and scheduled deliveries of water will be made with the succeeding year's payment; Provided, That whether or not the Contractor requests or takes delivery pursuant to Article 5, the Contractor is required to pay annually the charges in d.(1) above and the standby

charges in d.(2), d.(3), and d.(4) above; and Provided, further, That the United States is capable of delivering said water.

f. The minimum annual payment for water service under this contract will be the greater of \$250 or the charge established in b., c., and d. above.

g. Water delivered by exchange upstream from the Reservoir pursuant to this contract shall be subject to an annual power interference charge of \$2.35 per acre-foot. Said charge shall be due within 30 days after the date of the bill each year of this contract, based on the delivery schedule provided pursuant to Subarticle 5.a. Any excess advance payments will be applied to succeeding annual payments. All power interference charges are in addition to the other charges as set forth in this Article 4. Power interference charges shall be adjustable pursuant to 4.h. below.

h. Repayment of the Project is scheduled to be completed in year 2002. Water service and power interference charges set forth in this article shall be adjusted by the Contracting Officer upon payout of the project, based upon applicable Federal and State laws and Reclamation policies in effect or as established by the Secretary of the Interior at that time.

i. Payments pursuant to this contract shall be made to a certain bank by a medium specified by the Contracting Officer, i.e., by check to a certain lock box, or by wire transfer to the United States Treasury, or to such other locations and by such other methods as the Contracting Officer may specify.

DELIVERY OF WATER

5. a. Before June 1 of each year, the Contractor will submit to the Contracting Officer a written schedule of its anticipated monthly demand for the delivery of water during the succeeding 12-month period from July 1 through June 30, and the Contractor shall periodically revise said schedule as necessary to reflect its expected demand schedule based on current water conditions; Provided, That the Contractor shall be entitled to delivery of water under this contract at any time upon 24 hours notice to the Contracting Officer. All notices requesting delivery or a change in the delivery schedule shall be in writing. However, requests which cannot be transmitted in writing due to urgent or emergency situations may be telephoned to the Contracting Officer whereupon such requests shall be confirmed in writing by the Contractor. The Contractor shall send copies of all requests to the Division No. 5 Engineer, Colorado Division of Water Resources.

b. The Contracting Officer shall notify the Division No. 5 Engineer, Colorado Division of Water Resources, in Glenwood Springs, Colorado, of the date, time, and amount of the water released from the Reservoir for delivery pursuant to this contract.

c. In the event the Contractor fails or is unable to use the quantities of water delivered by the United States pursuant to the delivery schedule or as otherwise requested by the Contractor, said inability, failure, or refusal shall not relieve the Contractor of its obligation to make the required payments pursuant to the terms of this contract.

d. The delivery of water under this contract shall be made into the Blue River at the outlet works of Green Mountain Dam or by exchange with other sources of supply; Provided, That the delivery of water from a

source other than the Reservoir shall not reduce the Contractor's ability to beneficially use said water in the same location and manner, at the same times, and for the same purposes specified in this contract and the delivery schedules. All such exchanges shall be in accordance with State and Federal laws and regulations including, if required, approval by the Division No. 5 Engineer.

e. All delivery of water into the Blue River shall be subject to the limitations of the outlet capacity of Green Mountain Dam. All water delivered to the Contractor from the Reservoir shall be measured at the outlet works of Green Mountain Dam by the Contracting Officer with equipment furnished, operated, and maintained by the United States. The United States shall not be responsible for the control, carriage, use, handling, or distribution of water delivered to the Contractor beyond the outlet works of Green Mountain Dam or other point of delivery, and the Contractor shall hold the United States harmless from and against all claims, demands, and causes of action of any nature whatsoever on account of property damage, personal injury, or death resulting from the control, carriage, use, handling, or distribution of water delivered to the Contractor provided such water is delivered at the outlet works of Green Mountain Dam or other point of delivery in a safe and reasonable manner.

f. No delivery of water pursuant to this contract shall be made until the Contractor is in compliance with the terms and conditions contained in the attached Exhibit B. Exhibit B may include, but is not limited to, any special terms and conditions required by individual contractors as a result of the National Environmental Policy Act (NEPA) compliance requirements for this contract. The Contractor's failure to comply with the terms and conditions of Exhibit B after initial delivery of water may result in discontinuance of water deliveries under this contract,

in whole or in part, until the Contractor is in compliance with the terms and conditions of Exhibit B. Such noncompliance may also result in the termination of this contract pursuant to Article 8. Exhibit B may be amended upon the mutual agreement of the parties hereto.

g. The Contractor shall not be responsible for the storage of water in or the operation and maintenance of the Reservoir, and the United States agrees to be responsible for all claims, demands, and causes of action of any nature whatsoever resulting from the storage of water in or the operation and maintenance of the Reservoir, as authorized by the terms and conditions of the Federal Tort Claims Act (28 U.S.C., Sections 2671-2680).

h. The United States reserves the right to make releases of water from the Reservoir for hydropower generation as long as such releases do not interfere with the United States' ability to meet its obligations to deliver water under the terms and conditions of this contract.

i. The United States reserves the right to provide water from the Reservoir, as determined necessary by the Contracting Officer, to meet minimum streamflow requirements or to otherwise maintain streamflows for the protection, recovery, or enhancement of any species listed in accordance with Section 4 of the Endangered Species Act (ESA), Category I candidate species, and critical habitat of the Section 4 listed species; to preserve or enhance the human environment; or to maintain or improve water quality pursuant to applicable Federal law, including but not limited to, the ESA, as amended, and the Clean Water Act, as amended, and the Fish and Wildlife Coordination Act, as amended; Provided, That the Contracting Officer's decision to furnish such water shall not be arbitrary or capricious, and such decision is based on compliance with NEPA. Should the furnishing of such water reduce the Reservoir's marketable yield, any

resulting shortages shall be apportioned in accordance with Article 7 herein.

j. The United States reserves the right to reduce industrial water service under this contract as hereinafter provided to the extent that the Contracting Officer determines that such reductions are necessary to meet the needs of irrigation and municipal/domestic users pursuant to S. Doc. 80; Provided, That in the event subsequent Court decrees find that S. Doc. 80 does not require the water service contracted for from the Reservoir to be withdrawable, then such water service shall be nonwithdrawable, and this provision shall no longer apply.

k. Should the execution date of this contract result in less than a full initial year, the Contractor may request delivery of the amount of water deemed necessary to meet its needs during the remaining portion of the initial year and shall pay a proportionate share of the water service charges required in Article 4 based on the amount of water requested for delivery, Provided, That such charges shall not be less than the \$250 minimum payment in Subarticle 4.f. Such payment shall be in advance of the delivery of any water.

CONTRACTOR'S USE OF WATER

6. a. Water delivered to the Contractor under this contract shall be used by the Contractor to replace depletions to Brush Creek and the Eagle River either directly, by exchange, or through augmentation for municipal and domestic purposes in connection with the Town of Eagle's municipal system. It shall be the Contractor's responsibility to obtain the necessary approvals, permits, and/or rights to carry out exchanges and to develop any necessary augmentation plans. To the extent that the water

service contracted for herein is being used to prevent injury to the water rights of the City and County of Denver, hereinafter "Denver," acting by and through its Board of Water Commissioners, pursuant to the terms of the Agreement dated September 18, 1985, hereinafter "Summit County Agreement," between Denver and the Board of County Commissioners of Summit County, Colorado, then such water shall be delivered into the Blue River at the outlet works of Green Mountain Dam or delivered by exchange. Before June 1 of each year, the Contractor shall report to the Contracting Officer the amount of water service contracted for herein, which will be used in the following year to prevent injury to Denver's water rights pursuant to the terms of the Summit County Agreement.

b. No lease, sale, donation, transfer, or other disposition of any of the water contracted for herein may be made without the prior written approval of the Contracting Officer; Provided, That if the Contractor's facilities are sold and this contract is assigned under Subarticle 11.b., the right to delivery of the water contracted for herein may be transferred so long as the water will be used in the same location, at the same time(s), and for the same purpose(s) as contemplated by the Contractor under this contract. Should unauthorized dispositions occur, the Contractor's right to delivery of the quantity of water under contract so disposed of shall be terminated by the Contracting Officer.

WATER SHORTAGE AND APPORTIONMENT

7. a. If, based on written schedules submitted before June 1, the Contracting Officer determines that the projected water supply is not adequate to meet all reasonably expected demands, including the furnishing of water pursuant to Article 5.i. above, the Contracting Officer shall declare that a potential shortage condition exists and shall so notify the

Contractor. Within 15 days of receipt of a notice of potential shortage, the Contractor shall provide the Contracting Officer with a revised schedule for water to be delivered during a declared shortage period. For the purposes of this contract, the shortage period shall consist of the succeeding 12-month period from July 1 through June 30 or any portion thereof. During a shortage period, delivery to all contractors shall be first reduced in accordance with the revised schedule submitted by each contractor. If the Contracting Officer determines that delivery pursuant to the revised schedules will not alleviate the shortage, delivery to all Category B industrial contractors shall first be reduced proportionately up to 100 percent of their respective contracted amounts, and then deliveries to all Category A industrial contractors shall be reduced proportionately up to 100 percent of their respective contracted amounts. If shortage conditions persist, all municipal and domestic and irrigation contractors shall share additional reductions proportionately in the delivery of water, based on their respective contracted amounts as required by the shortage conditions; Provided, That in the event a Court of competent jurisdiction subsequently rules that S. Doc. 80 does not require the industrial water service contracted for from the Reservoir to be withdrawable, then such water service shall be nonwithdrawable, and, beginning in the year following the Court's decision, all Contractors shall share shortages proportionately, based on their respective contracted amounts.

b. The Contracting Officer shall have the right during any shortage period, after consultation with the contractors, to establish rules, regulations, and procedures for the purpose of distributing the available water supply commensurate with the shortage conditions either prevailing or expected to prevail, including shortages which result from the furnishing of water from the Reservoir for the purposes set forth in Article 5.i. above. Such rules, regulations, and procedures may require industrial contractors to pay for that amount of water set forth in the

revised schedule referred to in Subarticle 7.a. above whether or not the Contractor requests delivery of the water. In administering shortage conditions, the Contracting Officer reserves the right, during the shortage period, to limit the amount of water available for delivery under this contract to the amount specified in the revised schedule set forth in Subarticle 7.a. above. Should any revised schedule require less than the total amount of water under contract to meet all reasonably expected demands, the Contracting Officer reserves the right to use all or any portion of the water not so scheduled by the Contractor for redistribution to mitigate the effects of the shortage. Whenever water is requested for delivery by the Contractor and is not delivered by the Contracting Officer, the Contractor's payments shall be reduced accordingly. Any rules, regulations, or procedures established by the Contracting Officer to administer shortages shall be provided to the Contractor in writing. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising out of such shortage.

c. It is recognized by the parties to this contract that the United States shall operate and maintain the Reservoir in accordance with the provisions of S. Doc. 80, particularly the requirement to make water available at such times and for such uses and purposes as are set forth therein. It is also recognized by the parties hereto that the United States may be required to furnish water for the purposes stated in Article 5.i. above. Should the United States determine that the industrial water service contracted for herein is required to meet obligations of the United States under S. Doc. 80, or those stated in Article 5.i. above, the Contracting Officer shall have the right to reduce industrial water service by the amount needed to meet such obligations. Should such reduction be necessary, deliveries to all Category B industrial contractors shall first be reduced on a pro rata basis up to 100 percent of their respective

contracted amounts. If additional reductions are necessary, then deliveries to all Category A industrial contractors shall be reduced on a pro rata basis up to 100 percent of their respective contracted amounts. In the event it is necessary to reduce industrial water service on a continued or permanent basis, all contracts for industrial water service so reduced shall be amended to reflect such reductions and corresponding reductions in the Contractor's payments. However, in the event that a Court of competent jurisdiction subsequently rules that S. Doc. 80 does not require the industrial water service contracted for from the Reservoir to be withdrawable, then such water service shall be nonwithdrawable, and the requirement for the reductions in industrial water service required by this Subarticle 7.c. shall no longer apply.

TERMINATION OF THE CONTRACT OR ADJUSTMENT IN THE CONTRACTED SERVICE

8. a. Notwithstanding the provisions of Article 8.c. below, the United States may, at any time, terminate this contract and cease water service hereunder for failure of the Contractor: to make payments as required by this contract; to abide by the terms and conditions of this contract; or to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a law, rule, or regulation of the United States or the State of Colorado directly relating to and affecting water service hereunder; Provided, That this contract shall not be terminated unless such failure or violation continues 60 days after the United States gives the Contractor written notice to correct the problem.

b. The Contractor may terminate the contract or reduce the amount of water contracted for herein on July 1 of any year by giving

written notice to the Contracting Officer at least 90 days prior to that date.

c. After 5 years from the date of execution of this contract, the United States may terminate this contract or adjust the amount of water service provided for in Article 3 if all of the following conditions are met:

(1) The Contracting Officer has determined, after consultation with the Contractor, that the Contractor has not yet made and is not capable of making, during the remaining term of the contract, beneficial use of the water service contracted for herein, and that the Contractor has no reasonable and legitimate future beneficial use for the water;

(2) The Contracting Officer has provided evidence to the Contractor that the United States has requests from other users to make, and who are capable of making, beneficial use of all or a portion of the water service contracted for herein;

(3) There is no other water available from the marketable yield of the Reservoir to fulfill such requests from other users; and

(4) The Contracting Officer has given written notice to the Contractor at least 1 year in advance of the proposed termination or adjustment.

A Contractor shall be considered capable of making beneficial use of the contracted water service if such water will serve future growth or development; Provided, That the projections for such future growth or development are, in the judgment of the Contracting Officer, supported by credible development plans and/or growth projections.

d. The amount of water service contracted for in Article 3 above may also be adjusted, as determined necessary by the Contracting Officer, to provide for the furnishing of water for the purposes set forth in Article 5.i. above.

e. In the event the contracted service is reduced by the Contractor or the United States pursuant to Subarticles 8.b., 8.c., or 8.d. above, then the annual water service charges set forth in Article 4 shall be reduced accordingly.

ENVIRONMENTAL COMPLIANCE

9. a. NEPA compliance for the cumulative environmental impacts associated with the marketing of water from Green Mountain Reservoir is documented in the "Green Mountain Reservoir, Colorado Water Marketing Program, Final Supplement to the Final Environmental Impact Statement, Colorado-Big Thompson Windy Gap Projects, Colorado" (EIS-88-10). NEPA compliance for the site-specific impacts associated with the Contractor's use of the water pursuant to this contract are documented in Categorical Exclusion Checklist (CEC) No. E-400-93-02. NEPA compliance for this contract has resulted in a requirement to implement certain measures to avoid, minimize, or mitigate the environmental impacts associated with the Contractor's use of the water pursuant to this contract. These requirements are described in Exhibit B attached hereto and by this reference made a part hereof, and the Contractor agrees to abide by and comply with the terms and conditions stated therein.

b. The Contractor shall give notice to the United States concerning any changes in location of diversions, return flows, places or

type of use, or diversion rates. The Contractor shall be responsible for any additional NEPA compliance that may be necessary as the result of these changes and any mitigation measures which may be required by the United States as the result of such changes. All costs associated with such additional NEPA compliance, including costs incurred by the United States, shall be the responsibility of the Contractor.

c. The Contractor shall not be liable for the payment of any costs associated with the preparation of EIS-88-10 for the Reservoir water marketing program and costs associated with the "Biological Opinion Round II Water Sale from Ruedi Reservoir and Green Mountain Reservoir Water Sale."

NOTICES

10. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Bureau of Reclamation, Great Plains Region, P.O. Box 36900, Billings, Montana 59107-6900, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Contractor, Town of Eagle, P.O. Box 609, Eagle, Colorado 81631. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

ASSIGNMENT OF THE CONTRACT

11. a. The United States reserves the right to enter into agreements with third party agents for administration of this contract; Provided, That

such agreements shall not adversely affect the rights of the Contractor under this contract.

b. No assignment or transfer of this contract or any rights or interests therein shall be valid until approved in writing by the Contracting Officer; Except, That this contract may be assigned by the Contractor without the prior approval of the Contracting Officer where such assignment is to any affiliate of the Contractor or to any successor owners of the facilities for which the water is being furnished; Provided, That any such assignee assumes all obligations of the Contractor and uses the water contracted for herein in the same location, manner, and times for the purposes contemplated by the Contractor under this contract.

c. For purposes of this article, an "affiliate" of a corporation or entity shall be deemed to include any corporation or entity which is controlled by, is under common control with, or controls said corporation or entity.

CHANGE IN CONTRACTOR'S ORGANIZATION

12. The Contractor shall notify the Contracting Officer whenever there is any change in the Contractor's organization through dissolution, consolidation, merger, or otherwise.

CONTRACT NULL AND VOID IF OPERATING POLICY RULED INVALID

13. In the event the Operating Policy is ruled invalid by a Court of competent jurisdiction, this contract shall become null and void. Should a Court of competent jurisdiction require such modification of the Operating

Policy as in the Contracting Officer's judgment would substantially affect the ability of the United States to perform its obligations under this contract, then this contract may be terminated at the option of the Contracting Officer.

STANDARD CONTRACT ARTICLES

14. The standard contract articles applicable to this contract are listed below. The full text of these standard articles is attached as Exhibit A and is hereby made a part of this contract by this reference.

- a. Charges for Delinquent Payments
- b. General Obligation--Benefits Conditioned Upon Payment
- c. Contingent on Appropriation or Allotment of Funds
- d. Officials Not to Benefit
- e. Books, Records, and Reports
- f. Compliance With Reclamation Laws
- g. Quality of Water
- h. Water and Air Pollution Control
- i. Water Conservation
- j. Equal Opportunity
- k. Compliance With Civil Rights Laws and Regulations
- l. Privacy Act Compliance
- m. Uncontrollable Forces

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

THE UNITED STATES OF AMERICA

By *Shawver*
acting Regional Director
Bureau of Reclamation
Great Plains Region

TOWN OF EAGLE

Bill Cunningham
By
Mayor
Title

ACKNOWLEDGEMENT

STATE OF)
) ss.
COUNTY OF)

On May 10, 1994, before me, Marilene M. Miller
_____ appeared Bill Cunningham,
the person(s) whose name(s) (is)(are) subscribed to the within instrument
and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the
day and year in this acknowledgment first above written.

(SEAL)

Marilene M. Miller
Notary Public

My commission expires:
03-07-97

EXHIBIT A

CONTRACT NO. 4-07-60-W1020

STANDARD ARTICLES

A. CHARGES FOR DELINQUENT PAYMENTS

1. The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

2. The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

3. When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

B. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

1. The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of the individual water users in their obligations to the Contractor.

2. The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor from project facilities during any period in which the Contractor may be in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any water rates due the United States. The Contractor shall not furnish water made available pursuant to this contract for lands or parties which are in arrears in the advance payment of operation and maintenance or toll charges or in arrears more than 12 months in the payment of water rates as levied or established by the Contractor.

C. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations

under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

D. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in same manner as other water users or landowners.

E. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: the Contractor's financial transactions, water supply data, project operation, maintenance and replacement logs, and project land and right-of-way use agreements; the water users' land-use (crop census), landownership, land-leasing and water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of each other party's books and records relating to matters covered by the contract.

F. COMPLIANCE WITH RECLAMATION LAWS

The parties agree that the delivery of irrigation, municipal-domestic, or industrial water and the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

G. QUALITY OF WATER

The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

H. WATER AND AIR POLLUTION CONTROL

The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

I. WATER CONSERVATION

Within 18 months of the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate

economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 6-year intervals following the acceptance of the Contractor's program, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based upon the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

J. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by the rules,

regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the United States Department of the Interior and/or the Bureau of Reclamation.

2. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

3. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

L. PRIVACY ACT COMPLIANCE

1. All contractors purchasing water for irrigation use are subject to the provisions of this article. The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.10.

2. With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees responsible for maintaining the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

3. The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act

System of Records Notice (Acreage Limitation--Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

4. The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64, and amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

5. The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64, and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.10, unless the requester elects to cite the Privacy Act as authority for the request.

M. UNCONTROLLABLE FORCES

Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this contract, to mean any cause beyond the control of the party affected, including, but not limited to, drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

Exhibit B

Contract No. 4-07-60-W1020

Environmental Compliance

1. The site specific National Environmental Policy Act (NEPA) compliance for water service pursuant to this contract resulted in the requirement to implement the measures below to avoid, minimize, or mitigate the site specific environmental impacts associated with the contractors use of water pursuant to this contract.

a. The delivery of water pursuant to this contract is subject to Colorado Water Conservation Board minimum instream flow appropriations. In the event the Contractor's diversion of Green Mountain water from Brush Creek results in the flow of Brush Creek immediately downstream of the Contractor's point of diversion in Section 7, T 6 S, R 83 W, sixth principal meridian to be less than the decreed minimum flow of 12 cfs year round, the diversion shall be curtailed up to the total amount of diversion. In the event the Contractor's diversion of Green Mountain water from Eagle Well Nos 1 and 2, located in the SE1/4 SE1/4 SE1/4 NW1/4 of Section 33, T 4 S, R 84 W, sixth principal meridian, results in the Eagle River adjacent to or downstream of the Contractor's wells to its confluence with Brush Creek in the SE1/4 NE1/4 of Section 6, T 5 S, R 84 W, sixth principal to be less than the decreed minimum flow of 110 cfs May 1 through September 30 and 45 cfs from October 1 through April 30, the diversion shall be curtailed up to the total amount of diversion.

b. The contractor shall submit an annual report on or before November 30 for the previous 12-month period from November 1 through October 31, which shows the time, amount, minimum, and maximum daily water diversions when water is used pursuant to this contract.



To: Town Board of Trustees

From: Mayor Anne McKibbin

Department:

Date: April 5, 2019

Re: NWCCOG Council Meeting, March 28, Gypsum Town Council Chambers

Items discussed that may be of interest to the Town:

Fun fact: The Northwest Loan Fund, administered by NWCCOG, has made the most business loans to breweries of any of the state's regional loan funds. Notably, the NLF provided funds recently to the Eagle Climbing and Fitness Center.

NWCCOG is sending a letter to Senator Bennet in support of HR 530 which will overturn FCC rulemaking regarding pre-emption of local control of aspects of deployment of 5G/small cell technology and infrastructure.

The main topic of discussion was mental health issues and treatment options and successes. Sarah Vaine, the Assistant County Manager in Summit County, presented on the 2018 1A property tax initiative in Summit County and their organization, Building Hope Summit County. That presentation is on-line here: <http://nwccog.org/about/meetings/>, scroll down to the March 28, 2019 Agenda, and click on "*2018 1A – Strong Future." Summit County's efforts are like what Eagle County is working on; they do place a significant focus on education and outreach to remove the stigma of mental health.

Chris Lindley, Eagle County Public Health Director, presented on Eagle County's efforts, especially focusing on new initiatives resulting from the recent successful marijuana tax ballot measure. His presentation can be found at the same URL above, click on "*Eagle County Public Mental Health Presentation." This is worth looking at. It has some very sobering statistics, some good news about what's being done, and some important food for thought about vaping.

Highlights from his presentation: Working locally can be more creative, more disruptive (beneficially upsetting the status quo), get things done, challenge the system. Challenges with how Mind Spring disperses its state funds. Eagle County gets proportionally much less by population than other counties. Same issues in Summit County. Vail Health ER chief complaint is anxiety and depression. Eagle County brings in about \$450K/yr from its issue 1A (marijuana tax recently passed). Eagle County is short 66 mental health care providers according to our population. \$122 million needed; Chris thinks they'll have that in hand by next month. State has just lost a lawsuit in fed court because of how it handles the mental health issues in jails. Should prompt pretty quick solutions because fines are huge. 74% of county jail prisoners are on psychotropic drugs. Vaping is out of hand. Increasing price is only and most effective means to control vaping epidemic. Towns can put in place regs that are stronger than state, currently bill before state to allow counties to do the same. Aspen, Basalt, and Avon already have regs in place. Challenge is with unincorporated county. County is moving in this direction, too, with cigs, chew, vape, so

pressure will shift to towns. JeffCo doing a good job. Town of Aspen has one of the most aggressive programs in country.

Project Thor update was brief. Jon Stavney anticipates all contracts will be in place by April 16, 2019. NWCCOG is finalizing contracts with Mammoth (network operator) and CDOT. Two copies of Eagle's contract, signed, were delivered to Jon at this meeting.

Interesting community updates

- From Walden, the town has just installed a solar array which floats on their town's water plant pond. Worked with Mountain Parks Electric on this project.
- From several communities: Gearing up for some variation of "mud, flood, and fire" this season (Pitkin County's quote).
- From Steamboat Springs: Considering repealing their inclusionary zoning requirements as they aren't working as intended.

STRATEGIC PLAN ALIGNMENT:

Mental health is a key part of our Business Value, Protecting Public Health, Safety, and the Environment. Matters involving broadband touch on most of our business values, but particularly Economic Development, and supports Major Objectives 5, Stimulate Economic Vitality and Development, and 6, Invest in Public Safety to Respond to Evolving Community Needs.

RECOMMENDATIONS:

On the issue of vaping and tobacco products in general, I recommend staff staying in touch with the county on their possible movement regarding increasing taxes so that we can consider whether to stay in step with that. We do have the power to regulate more stringently if we wish if that is something the Board wishes to consider.

BUDGET / STAFF IMPACT:

Project Thor has known budget implications, with invoices to come shortly after contracts are finalized among the various parties.

Possible budget impacts depending on changes to tobacco and vaping taxes.

ATTACHMENTS:

None, see links above.