



Town Council
ONLINE MEETING
Tuesday, January 12, 2021
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be an online meeting.

[ACCESS THE ONLINE MEETING HERE](#)

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

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

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

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

CALL TO ORDER - 6:00 PM

ROLL CALL - 6:05 PM

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

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

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

1. SpeakUp Reach Out
2. New Staff Introductions

CONSENT AGENDA - 6:20 PM *Consent agenda items are routine Town business, items which have received clear direction previously from the council, final land use file documents after the public hearing has been closed, or which do not require council deliberation. (5 Minutes)*

1. Minutes - December 8, 2020

2. Bill Pay - December 2020
3. Resolution No. 01, Series 2021, "A Resolution Designating the Place for Posting of Notices of Meetings for the Boards and Commissions of the Town of Eagle"
4. Resolution No. 02, Series 2021, "A Resolution Approving a New Billing Adjustment Policy for Inclusion into the Town's Financial Policies and Procedures Manual"
5. Resolution No. 04, Series 2021, "A Resolution of the Town of Eagle Extending the Declared Local Disaster Emergency"
6. Resolution No. 10, Series 2021, "Approval of Professional Services Agreement for the East Eagle Sub Area Plan with Zehren Associates."
7. Resolution No. 11, Series 2021, "Approval for Reimbursement Agreement with RED Development for the East Eagle Sub Area Plan."
8. Resolution No. 13, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Waiving Certain Local Liquor Licensing Fees for the Town of Eagle"

STAFF REPORTS - 6:25 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update

BUSINESS ITEMS - 6:35 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. PUBLIC HEARING: First Reading Ordinance 01, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.03 of the Eagle Municipal Code to Grant to Black Hills Colorado Gas, Inc. D/B/a Black Hills Energy, Its Lessees, Successors and Assigns, a Natural Gas Franchise and the Authority to Construct, Operate, Maintain, and Extend a Natural Gas Distribution Plant and System, and Granting the Right to Use the Streets, Alleys, and Other Public Places Within the Present or Future Corporate Limits of the Town of Eagle, Colorado"
2. PUBLIC HEARING: S20-01 Haymeadow Filing 1, 1st Amendment
 - a. Resolution No. 07, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for Haymeadow Filing 1, 1st Amendment"
3. Resolution No. 12, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding by and Between Abrika Properties LLC and the Town of Eagle"
4. Resolution No. 05, Series 2021, "A Resolution of the Town Council of the Town Of Eagle, Colorado Approving the Final Plat for 700 Chambers Avenue, Lot 3"
5. Resolution No. 03, Series, 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Eagle Bucks Program"
6. Resolution No. 08, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Members to the Grand Avenue Corridor Study Stakeholder Committee"
7. Resolution No. 09, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting the Application for Grant Funding from the Colorado Department of Transportation Revitalizing Main Street Program"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8: 00 PM

1. Council Committee Updates

2. Eagle Today Town Council Author Request
3. Annual Appointment to NWCCOG
4. Union Pacific Tennessee Pass Rail Line Committee Participation Request

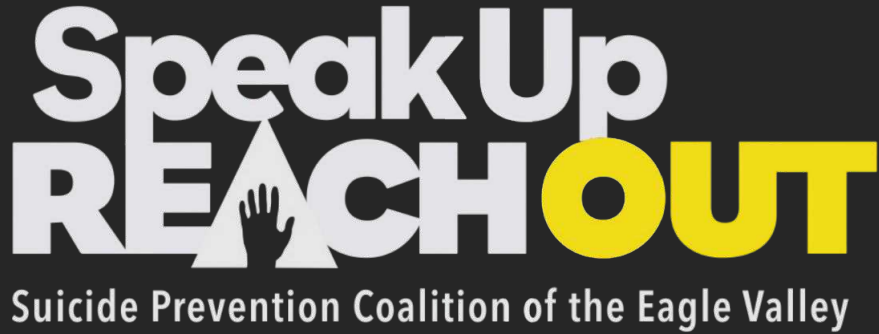
ADJOURN - 8:15 PM

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019



Our mission is simple: To prevent suicide in Eagle County through training, awareness and HOPE!

We are a group of individuals throughout Eagle County who are dedicated to providing suicide prevention, intervention and loss support services.

Big 5 Year Goals

- **Train 75% of the Eagle County community in suicide prevention and awareness over the next 5 years.**
 - **75% in a gatekeeper level training such as QPR, Living Works Start**
 - **20% in courses like MHFA, YMHA, and Working Minds**
 - **5% in ASIST and Continuing Education**

Suicide prevention is everyone's business and we need the entire community involved.

Suicide by Numbers

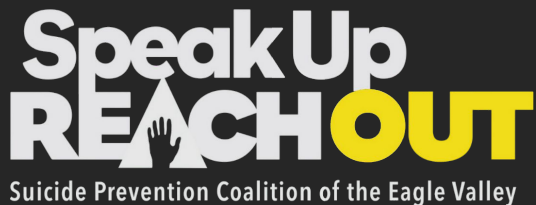
“Statistics are merely
aggregate numbers with
the tears wiped away.”

Dr. Irving Selikoff

- **2020- 12 Deaths by Suicide**
 - 11 male, 1 female
 - Average Age: 42
 - Residents: 12 yes
- **2019- 11 Deaths by Suicide**
 - 7 male, 4 female
 - Average Age: 48
 - Residents: 10 yes, 1 no
- **2018- 17 Deaths by Suicide**
 - 10 male, 7 female
 - Average Age: 48
 - Residents: 13 yes, 4 no

SpeakUp ReachOut Training

www.speakupreachout.org



QPR/Hope Hours

Living Works START

Working Minds

**Mental Health First Aid &
Youth Mental Health First Aid**

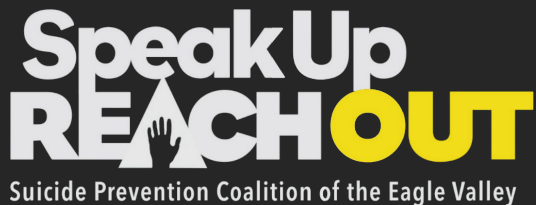
**Applied Suicide Intervention
Skills Training**

Signs of Suicide and Who Can Relate

Continuing Education Courses

SpeakUp ReachOut Programs

www.speakupreachout.org



Suicide Loss Support Group

The Gun Shop Project

Man Therapy

Men's Group

Yoga For Mental Health

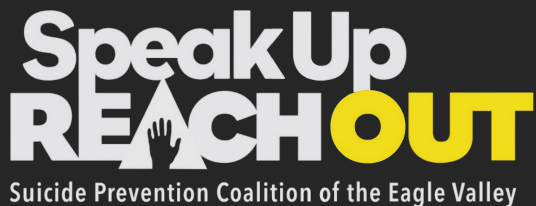
SpeakUp ReachOut and Total Health Alliance Community Meetings

International Survivors of Suicide Loss Day

SURO Community Walk and Memorial Ceremony

SpeakUp ReachOut Accomplishments

www.speakupreachout.org



2009-2019 Reach: 9000

2020 Total Reach: 2821

**2020 Youth Trained: 1095 in 63 sessions
7027 Website visits, 67% increase**

**2015 Distinguished Service Award from
County Rotary Clubs**

2017 Epic Kids Award with Epic Promise

2018 VVP Small Non-Profit of the Year

**2020 Moved from 1.25FTE to 4FTE
because of partnership with EVBH.**

**2020 First Reponder Outreach Award
from County Rotary Clubs**

Where To Get Help

*911- if there is an
immediate threat –
co-response with
The Hope Center*

**Speak Up
REACH OUT**
Suicide Prevention Coalition of the Eagle Valley



**Eagle Valley
Behavioral Health**

An outreach of Vail Health

www.eaglevalleybh.org

- Olivia's Fund
- Find a Therapist

HopeCenter
Eagle River Valley

970-306-HOPE(4673)



COLORADO
CRISIS SERVICES

844-493-TALK (8255)
OR TEXT TALK TO **38255**



December 17, 2020

Town of Eagle
PO Box 609
Eagle, CO 81631
Attn: Mayor Turnipseed

Dear Scott,

Thank you for your generous donation of \$4725 to the Suicide Prevention Coalition of Eagle Valley, dba SpeakUp ReachOut and in support of our mission to prevent suicide in Eagle County through training, awareness and HOPE!!!! Please visit www.speakupreachout.org for more information on our organization.

No goods or services were received as a result of this gift. Please keep this as a formal receipt of your gift for tax purposes. The Suicide Prevention Coalition of Eagle Valley is a 501(c) (3) and contributions are tax deductible as allowable by law.

Suicide Prevention Coalition of Eagle Valley
PO Box 5913 Eagle, CO 81631
Tax ID: 90-0996653

A handwritten signature in cursive script that reads "Erin Ivie".

Erin Ivie
Executive Director
SpeakUp ReachOut



**MEETING MINUTES
ONLINE MEETING
Town Council**

Tuesday, December 8, 2020

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

Times listed are approximate and are subject to change.

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an online meeting.

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

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

ADOPTION OF AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

PRESENTATIONS

1. Lower Basin Water Treatment Plant, SGM, and MWH Constructors - Project Update Presentation
Warren Swanson from SGM gave a presentation on the budget for this project.

Tyler Hendrix from MWH Constructors gave a building review of this project and Michael Haarmann from MWH Constructors provided a schedule review.

2. Lower Basin Water Treatment Plant Update

CONSENT AGENDA

Council Comments: an error in the staff report was noted for item 7.

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

1. Minutes - November 10, 2020
2. Bill Pay - November 2020

3. Sewer Imaging Pay Application No. 1 to Eco-Matrix in the amount of \$126,203
4. Capitol Street: 5th Street to 6th Street – Water and Wastewater Replacement Project – Construction Progress Update, Final Acceptance, and Final Payment
5. BoCC COVID-19 Business Support Letter Ratification
6. Ordinance No. 28, Series 2020, "An Emergency Ordinance Authorizing the Town Clerk to approve Temporary Modifications of Liquor-Licensed Premises Through October 31, 2021"
7. Resolution No. 83, Series 2020, "A Resolution of the Town of Eagle Extending the Declared Local Disaster Emergency"
8. Resolution No. 87, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Kari McDowell-Schroeder as a Full Member and Appointing Clark Gundlach as an Alternate Member of the Economic Vitality Committee"
9. Resolution No. 88, Series 2020, "A Resolution of Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds in Escrow Due to Completion of Public Improvements (Haymeadow)"

STAFF REPORTS

1. Town Manager Update
Brandy Reitter thanked the Council and staff for their efforts in 2020.
2. Department Update
Council thanked staff for their work in 2020.

LIQUOR LICENSE AUTHORITY

1. PUBLIC HEARING: Pazzo's Wow Request for Temporary Modification of Premises/Communal Outdoor Dining Area
Jenny Rakow gave a brief overview of the modification requested.

Mayor Turnipseed opened the public hearing, there was no public comment.

MOTION: Council Member Andy Jessen motioned to approve the Findings of Fact for the Pazzo's Wow Request for Temporary Modification of Premises. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

BUSINESS ITEMS

1. Lower Basin Water Treatment Plant – SGM's Proposal for Engineering Services during Construction Contract Amendment No. 7: Services for Extended Schedule
Warren Swanson From SGM presented this item.

Council Comments: Inquiry and discussion on change orders. The request is for approving an extension to SGM's contract.

MOTION: Council Member David Gaboury motioned to approve the Lower Basin Water Treatment Plant –Proposal for Engineering Services during Construction Contract Amendment No. 7: Services for Extended Schedule with SGM. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

2. PUBLIC HEARING: Adoption of the 2021 Eagle Town Budget
Mayor Turnipseed opened the public hearing.

Jill Kane presented this item.

Mayor Turnipseed opened public comment for the 2021 Eagle Town Budget, there was no public comment.

- a. Ordinance No. 26, Series 2020, "An Ordinance Appropriating Funds to the Various Funds and Spending Agencies, in the Amounts and for the Purpose as set forth below, and Setting the 2021 Mill Levy for the Town of Eagle, Colorado for the 2021 Budget Year"

MOTION: Council Member Andy Jessen motioned to approve Ordinance No. 26, Series 2020, "An Ordinance Appropriating Funds to the Various Funds and Spending Agencies, in the Amounts and for the Purpose as set forth below, and Setting the 2021 Mill Levy for the Town of Eagle, Colorado for the 2021 Budget Year". The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

- b. Ordinance No. 27, Series 2020, "An Ordinance Reappropriating Funds to the Various Funds and Spending Agencies, in the Amounts and for the Purpose as set forth below for the Town of Eagle, Colorado for the 2020 Budget Year"

MOTION: Council Member Andy Jessen motioned to approve Ordinance No. 27, Series 2020, "An Ordinance Reappropriating Funds to the Various Funds and Spending Agencies, in the Amounts and for the Purpose as set forth below for the Town of Eagle, Colorado for the 2020 Budget Year". The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

- c. Resolution No. 85, Series 2020, "A Resolution Summarizing Expenditures and Revenues for each Fund and Adopting a Budget for the Town of Eagle, Colorado for the Calendar Year Beginning on the 1st Day of January 2021, and Ending on the Last Day of December 2021"

MOTION: Council Member Andy Jessen motioned to approve Resolution No. 85, Series 2020, "A Resolution Summarizing Expenditures and Revenues for each Fund and Adopting a Budget for the Town of Eagle, Colorado for the Calendar Year Beginning on the 1st Day of January 2021, and Ending on the Last Day of December 2021". The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

- d. Resolution No. 86, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Establishing and Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"

MOTION: Council Member Andy Jessen motioned to approve Resolution No. 86, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Establishing and Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code". The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

3. 401(a) and 457 Adoption Resolutions and Participation Agreements

Jill Kane presented this item. Jill noted there are some slight modifications to these agreements that will be amended prior to Mayor's signature.

- a. Resolution No. 80, Series 2020, "A Resolution Electing to Join the Colorado Retirement Association and Adopting a 401(a) Retirement Plan"

Council Comments: Requested staff to set up annual meetings with retirement representatives to review retirement plans.

MOTION: Council Member Matt Solomon motioned to approve Resolution No. 80, Series 2020, "A Resolution Electing to Join the Colorado Retirement Association and Adopting a 401(a) Retirement Plan". The motion was seconded and AMENDED to include changes as noted and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

- b. Resolution No. 81, Series 2020, "A Resolution Adopting a 457 Deferred Compensation Plan"

MOTION: Council Member David Gaboury motioned to approve Resolution No. 81, Series 2020, "A Resolution Adopting a 457 Deferred Compensation Plan". The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

4. PUBLIC HEARING: Ratification of Elevate Eagle Comprehensive Plan
Megan Moore presented this item.

Council Comments: Discussion on new designations for zoning in the downtown neighborhood and medium-density from 4-10 units per acre to 4-16 per acre. Matt Mire advised Council that this amendment would not need to go back to the Planning Commission for approval and reapproved by the Council.

Mayor Turnipseed opened the public hearing.

Kate Madden; Brownstein Hyatt Farber, 410 17th Street. On behalf of Red Development, she and her clients supported the plan as presented.

Scott Schlosser; supported the plan and amendment increasing units.

- a. Resolution No. 82, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Ratifying the Elevate Eagle Comprehensive Plan"

MOTION: Council Member Andy Jessen motioned to approve Resolution No. 82, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Ratifying the Elevate Eagle Comprehensive Plan" with a modification to the downtown neighborhood zone district medium density to 40-16 units. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

5. November 2020 Post-Election Ordinances Review

- a. Ordinance 24, Series 2020 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 5.05.030 of the Eagle Municipal Code to Increase and Change the Computation Method of the Town's Lodging Tax From \$4.00 Per Day Per Occupied Lodging Room or Accommodation to 6% of the Cost of the Rental Fee, Price or Other Consideration Paid or Received for the Occupied Lodging Room or Accommodation"

MOTION: Council Member Matt Solomon motioned to approve Ordinance 24, Series 2020 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 5.05.030 of the Eagle Municipal Code to Increase and Change the Computation Method of the Town's Lodging Tax From \$4.00 Per Day Per Occupied Lodging Room or Accommodation to 6% of the Cost of the Rental Fee, Price or Other Consideration Paid or Received for the Occupied Lodging Room or Accommodation". The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

- b. Ordinance 25, Series 2020 "An Ordinance of the Town Council of the Town of Eagle, Colorado Creating and Establishing the Eagle Downtown Development Authority in the Town of Eagle, Colorado and Determining Organizational Aspects of the Eagle Downtown Development Authority Board and Providing Other Details Related Thereto"

MOTION: Council Member Matt Solomon motioned to approve Ordinance 25, Series 2020 "An Ordinance of the Town Council of the Town of Eagle, Colorado Creating and Establishing the Eagle Downtown Development Authority in the Town of Eagle, Colorado and Determining Organizational Aspects of the Eagle Downtown Development Authority Board and Providing Other Details Related Thereto". The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

6. MEAC Requests Review
Brian Hall presented this item.

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

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Council Committee Updates
Council Member Solomon wished everyone a Happy New Year.

Council Member Bodenhemier stated there will be an Open Space meeting on Wednesday with BLM.

Council Member Jessen stated he appreciates the positivity and believes we are setting a good example. Excited about the future.

Mayor Turnipseed asked for staff to provide their accomplishments in 2020. Each Department Head present responded.

2. Town Manager Review
MOTION: Council Member David Gaboury motioned to approve the annual performance review template and to provide retroactive pay to the Town Manager. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

3. Eagle Bucks Program Approval and Authorization
Brandy Reitter stated she needs more time to bring forth the Resolution, but would like for staff to move forward on the Eagle Bucks program.

MOTION: Council Member David Gaboury motioned to Direct Staff to move forward with the Eagle Buck's program. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

EXECUTIVE SESSION - 8:45 PM

Executive Session pursuant to C.R.S. Section 24-6-402(4)(b)(e), to have a conference with the Town Attorney to receive legal advice on specific legal questions, and to determine positions develop a negotiating strategy and instruct

1. negotiators regarding Intergovernmental Agreement dated July 25, 1995, between the Town, Eagle County School District Re-50J and the Western Eagle County Metropolitan District and to adjourn the regular meeting at its conclusion.

MOTION: Council Member Scott Turnipseed motioned to enter into Executive Session pursuant to C.R.S. Section 24-6-402(4)(b)(e), to have a conference with the Town Attorney to receive legal advice on specific legal questions, and to determine positions develop a negotiating strategy and instruct negotiators regarding Intergovernmental Agreement dated July 25, 1995, between the Town, Eagle County School District Re-50J and the Western Eagle County Metropolitan District and to adjourn the regular meeting at its conclusion. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Palmer, Jessen, Bodenhemier, and Gaboury) and 0 opposed.

ADJOURN - 9:15 PM

Approved:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
DECEMBER 2020**

GENERAL FUND

Town Council

Executech Utah LLC	Computer Support	\$ 1,176.00
Forward Tech Solutions, LLC	Computer Support	82.00
Castle Lodge #122	Community Requests	1,000.00
Eagle Air Alliance	Community Requests	4,600.00
Eagle Valley Land Trust	Community Requests	1,500.00
Eagle Valley Skating Association	Community Requests	3,000.00
Vail Valley Mountain Trails Alliance	Community Requests	550.00
Total Town Council		\$ 11,908.00

General Government

Meritain Health	Health Benefits	\$ 1,260.41
Meritain Health	Health Insurance Claims Paid	4,599.70
Forward Tech Solutions, LLC	Communication & Transportation	32.00
ICMA	Dues & Subscriptions	1,200.00
Verizon Wireless, Bellevue	Utility Services	101.16
Marchetti & Weaver	Professional Services	1,320.00
Hoffman, Parker, Wilson & Carberry PC	Legal - General	3,568.50
Executech Utah LLC	Computer Support	220.50
Forward Tech Solutions, LLC	Computer Support	3,935.50
Mammoth Networks	Computer Support	425.00
Next Move Group, LLC	Tuition & Books	137.00
Total General Government		\$ 16,799.77

General Administration

Douglas, Cameron & Heather	Utility Overpayment Refund	\$ 26.56
Graboyes, Warren Saul	Utility Overpayment Refund	147.28
Habitat For Humanity	Utility Overpayment Refund	23.02
Jones, Justin & Barbara	Utility Overpayment Refund	(4.76)
Ladt, Annette	Utility Overpayment Refund	100.64
Landrum, Aaron & Taylor	Utility Overpayment Refund	(3.77)
McFall, Brent & Gail	Utility Overpayment Refund	7.66
Colorado State Treasurer	State Unemployment Payable	2,944.77
Hartford, The	Disability Insurance	1,797.39
Meritain Health	Health & Life Ins. Payable	37,425.70
MetLife	Vision Insurance Payable	709.57
Colorado Department Of Revenue	Misc Deductions Payable	750.00
Meritain Health	Health & Life Insurance	3,078.40
Meritain Health	Health Insurance Claims Paid	11,223.27
Costco	Office Supplies	68.95
Color Coffee Roasters	Employee Appreciation	24.00
CGFOA	Dues & Subscriptions	50.00
Mail Chimp	Dues & Subscriptions	77.99
Society For Human Resources	Dues & Subscriptions	219.00
Century Link	Utility Services	2,116.82
Chase Paymentech	C.C. Transaction Fees	1,489.03

General Administration (Cont.)

Xpress Bill Pay	C.C. Transaction Fees	754.55
Hoffman, Parker, Wilson & Carberry PC	Legal	1,384.50
Executech Utah LLC	Computer Support	1,447.15
Forward Tech Solutions, LLC	Computer Support	3,110.52
CGFOA	Tuition & Books	298.00
US Bank Equipment Finance	Contract Payments	394.80
Total General Administration		\$ 69,661.04

Community Development

Meritain Health	Health Benefits	\$ 5,041.64
Meritain Health	Health Insurance Claims Paid	18,398.80
Fleet Services	Gas & Oil	26.81
Century Link	Utility Services	363.03
Verizon Wireless, Bellevue	Utility Services	271.85
Info Cubic	Recruitment	96.70
McCool Development Solutions, LLC	Professional Services	1,805.50
Advanced Engineering & Environmental Svc	Planning Reimbursable	6,298.50
Alperstein & Covell, P.C.	Planning Reimbursable	275.00
Certified Mail Envelopes	Planning Reimbursable	80.00
Garfield & Hecht, P.C.	Planning Reimbursable	294.00
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	1,175.00
LRE Water	Planning Reimbursable	3,012.00
Hoffman, Parker, Wilson & Carberry PC	Legal	1,417.50
Executech Utah LLC	Computer Support	1,029.00
Forward Tech Solutions, LLC	Computer Support	234.00
Town Of Gypsum	Contract Services	3,220.00
Valley Home Store LLC	Contract Services	3,010.00
US Bank Equipment Finance	Contract Payments	394.80
Total Community Development		\$ 46,444.13

Municipal Court

Meritain Health	Health Benefits	\$ 126.04
Meritain Health	Health Insurance Claims Paid	459.97
Mountain Careers	Recruitment	79.00
Carlson, Edwards & O'Connor P.C.	Legal	1,500.00
LC Language Connection	Consultant	168.75
Executech Utah LLC	Computer Support	169.05
Forward Tech Solutions, LLC	Computer Support	25.30
Ace Security And Safety Services LLC	Contract Payments	256.00
High Country Copiers	Contract Payments	20.48
Total Municipal Court		\$ 2,804.59

Streets

Meritain Health	Health & Life Insurance	\$ 5,629.83
Meritain Health	Health Insurance Claims Paid	20,545.32
Alpine Lumber Co.	Repair & Maintenance Supplies	58.16
Bobcat Of The Rockies	Repair & Maintenance Supplies	467.35
Copy Plus	Repair & Maintenance Supplies	29.25
E & C Precast Concrete, Inc.	Repair & Maintenance Supplies	920.00

Streets (Cont.)

Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	1,260.69
Grainger	Repair & Maintenance Supplies	77.51
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	228.68
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	41.97
J & S Contractors Supply Co.	Repair & Maintenance Supplies	959.40
Lawson Products	Repair & Maintenance Supplies	1,858.59
Mac Equipment Inc	Repair & Maintenance Supplies	576.79
Mid-American Research Chemical	Repair & Maintenance Supplies	333.00
Oldcastle SW Group Inc	Repair & Maintenance Supplies	332.96
Safety-Kleen Systems, Inc.	Repair & Maintenance Supplies	281.28
Signature Signs Inc	Repair & Maintenance Supplies	705.00
Whitehall's Alpine Bg	Repair & Maintenance Supplies	194.46
Wylaco Supply Co	Repair & Maintenance Supplies	182.46
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	744.07
Glenwood Springs Ford	Vehicle Repair & Maintenance Supplies	101.25
McCandless Truck Center	Vehicle Repair & Maintenance Supplies	397.61
Mountain Communications & Electronics	Vehicle Repair & Maintenance Supplies	10.00
Collett Enterprises	Gas & Oil	116.67
Fleet Services	Gas & Oil	772.15
Glenwood Springs Auto Parts Inc	Gas & Oil	79.75
United Rentals (North America) Inc	Equipment (Non-Capital)	4,200.00
Bobcat Of The Rockies	Communication & Transportation	24.16
Glenwood Springs Auto Parts Inc	Communication & Transportation	190.00
Lawson Products	Communication & Transportation	136.61
Mac Equipment Inc	Communication & Transportation	239.45
Century Link	Utility Services	1,642.84
Holy Cross Energy	Utility Services	2,740.60
Verizon Wireless, Bellevue	Utility Services	187.65
Indeed	Recruitment	13.40
Employer's Council Services, Inc.	Professional Services	70.00
Bobcat Of The Rockies	Repair & Maintenance Services	560.50
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	4,424.23
New Electric, Inc.	Repair & Maintenance Services	12,003.81
Safety-Kleen Systems, Inc.	Repair & Maintenance Services	186.57
Executech Utah LLC	Computer Support	727.65
Forward Tech Solutions, LLC	Computer Support	105.40
Old Growth Tree Service	Tree Management-Comm Forestry	5,729.25
Honnen Equipment Company	Winter Snow Equipment Rental	560.00
The Compliance Alliance, Inc	CDL Testing	280.00
Total Streets		\$ 70,926.32

Public Safety

Meritain Health	Health & Life Insurance	\$ 11,091.62
Meritain Health	Health Insurance Claims Paid	40,477.34
Amazon	Office Supplies	582.68
Copy Plus	Office Supplies	43.80
Costco	School Resource Officer Supplies	34.97
Alpine Lumber Co.	Operating Supplies	37.65
Amazon	Operating Supplies	119.75

Public Safety (Cont.)

Discount Mugs	Operating Supplies	186.56
Pocketpress	Operating Supplies	251.72
Causey, Luke	Uniforms Reimbursement	51.50
Amazon	Vehicle Repair & Maintenance Supplies	(209.90)
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	52.64
Berthod Motors	Vehicle Repair & Maintenance Supplies	576.83
Eagle Valley Autobody	Vehicle Repair & Maintenance Supplies	932.75
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	177.08
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	4,078.88
Fleet Services	Gas & Oil	1,907.65
Glenwood Springs Auto Parts Inc	Gas & Oil	108.89
Amazon	School Resource Officer Supplies	82.94
Amazon	Communication & Transportation	12.55
Vaughan, Madison	Communication & Transportation - Reimb	11.00
AT&T Mobility	Utility Services	611.14
Century Link	Utility Services	1,324.72
Psychological Dimensions, PC	Recruitment	350.00
Eagle Valley Autobody	Repair & Maintenance Services	993.95
White Water Express Carwash	Repair & Maintenance Services	66.85
Executech Utah LLC	Computer Support	176.40
Forward Tech Solutions, LLC	Computer Support	194.40
Scriver, Dominik	Travel	40.21
Calibre Press	Tuition & Books	199.00
Copy Plus	Tuition & Books	188.58
Eagle County Animal Control	Animal Control	5,270.00
Eagle County Government	Radio Access	24,089.86
High Country Copiers	Contract Payments	49.39
Paper Wise	Contract Payments	480.00
Xerox Financial Services LLC	Contract Payments	190.53
Total Public Safety		\$ 94,833.93

Buildings and Grounds

Pinnacol Assurance	Worker's Compensation	\$ 160.36
Meritain Health	Health & Life Insurance	3,151.03
Meritain Health	Health Insurance Claims Paid	11,499.25
Pye-Barker Fire & Safety LLC	Operating Supplies	718.00
Alpine Lumber Co.	Repair & Maintenance Supplies	92.41
Display Sales	Repair & Maintenance Supplies	582.50
Geary Pacific Corporation	Repair & Maintenance Supplies	168.60
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	16.99
HD Supply Facilities Maint., Ltd.	Repair & Maintenance Supplies	128.00
Home Depot	Repair & Maintenance Supplies	103.60
Paint Bucket	Repair & Maintenance Supplies	79.08
Valley Electric Supply Inc	Repair & Maintenance Supplies	133.90
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	112.18
Collett Enterprises	Gas & Oil	116.68
Fleet Services	Gas & Oil	398.54
Glenwood Springs Auto Parts Inc	Gas & Oil	129.12
Display Sales	Communication & Transportation	50.00

Buildings and Grounds (Cont.)

Black Hills Energy	Utility Services	3,203.26
Century Link	Utility Services	2,214.99
Holy Cross Energy	Utility Services	2,929.66
Verizon Wireless, Bellevue	Utility Services	139.95
Indeed	Recruitment	6.70
Info Cubic	Recruitment	123.60
Employer's Council Services, Inc.	Professional Services	35.00
Jerry-master Janitorial	Janitorial Maintenance Contracts	2,158.00
Avalanche Property Maintenance	Repair & Maintenance Services	120.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	2,200.00
Pye-Barker Fire & Safety LLC	Repair & Maintenance Services	359.00
Sno-White Linen Rental	Repair & Maintenance Services	233.30
Vail Honeywagon	Repair & Maintenance Services	285.57
Executech Utah LLC	Computer Support	588.00
Forward Tech Solutions, LLC	Computer Support	58.50
Total Buildings and Grounds		\$ 32,295.77

Information Center

Century Link	Utility Services	\$ 424.54
Executech Utah LLC	Computer Support	147.00
Forward Tech Solutions, LLC	Computer Support	42.00
Total Information Center		\$ 613.54

Marketing and Events

Meritain Health	Health & Life Insurance	\$ 840.27
Meritain Health	Health Insurance Claims Paid	3,066.47
Google	Dues & Subscriptions	1.99
Verizon Wireless, Bellevue	Utility Services	102.56
Executech Utah LLC	Computer Support	169.05
Forward Tech Solutions, LLC	Computer Support	22.00
Color Coffee Roasters LLC	Events	1,500.00
The Greenspeed Project	Events	7,500.00
Vail Recreation District	Events	2,750.00
Signature Signs Inc	Event Production	182.00
Wallace, Anne R	Event Production	250.00
Total Marketing and Events		\$ 16,384.34

Engineering

Meritain Health	Health Benefits	\$ 1,288.42
Meritain Health	Health Insurance Claims Paid	4,701.91
Verizon Wireless, Bellevue	Operating Supplies	29.99
Fleet Services	Gas & Oil	95.46
Verizon Wireless, Bellevue	Utility Services	137.75
Executech Utah LLC	Computer Support	262.17
Forward Tech Solutions, LLC	Computer Support	36.40
Total Engineering		\$ 6,552.10

TOTAL GENERAL FUND**\$ 369,223.53**

CAPITAL IMPROVEMENTS FUND

Schofield Excavation	Retainage Payable	\$ 2,780.37
Schofield Excavation	Project THOR	353.96
Uptown Services LLC	Project THOR	10,000.00
Tyler Technologies, Inc	Police Department Equipment	14,060.00
Dana Safety Supply, Inc.	Patrol Vehicles	14,344.00
Total CAPITAL IMPROVEMENTS FUND		\$ 41,538.33

WASTE WATER FUND

Schofield Excavation	Retainage Payable	\$ 10,467.39
Meritain Health	Health & Life Insurance	3,691.60
Meritain Health	Health Insurance Claims Paid	13,472.01
Western Slope Supplies Inc	Office Supplies	29.80
Alpine Lumber Co.	Repair & Maintenance Supplies	7.40
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	762.23
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	3.36
Mid-American Research Chemical	Repair & Maintenance Supplies	140.00
USA Blue Book	Repair & Maintenance Supplies	158.98
Water Technology Group	Repair & Maintenance Supplies	1,300.00
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	214.07
Fleet Services	Gas & Oil	306.07
Glenwood Springs Auto Parts Inc	Gas & Oil	50.59
USA Blue Book	Equipment (Non-Capital)	155.19
VWR International, LLC	Equipment (Non-Capital)	4,651.83
Federal Express Corp.	Communication & Transportation	317.19
Nextrust Inc	Communication & Transportation	336.14
USA Blue Book	Communication & Transportation	124.00
Western Slope Supplies Inc	Communication & Transportation	1.75
Black Hills Energy	Utility Services	5,268.92
Century Link	Utility Services	2,213.80
Holy Cross Energy	Utility Services	10,444.53
Verizon Wireless, Bellevue	Utility Services	180.25
Indeed	Recruitment	6.70
Employer's Council Services, Inc.	Professional Services	175.00
Veris Environmental LLC	Sludge Disposal	8,222.11
Eco-Matrix	Sewer Imaging	126,203.20
American Mechanical Services	Repair & Maintenance Services	737.00
Executech Utah LLC	Computer Support	719.31
Forward Tech Solutions, LLC	Computer Support	88.32
Eagle River Water & Sanitation District	Testing & Permits	2,205.00
Seacrest Group	Testing & Permits	1,280.00
SGS North America Inc	Testing & Permits	1,012.34
Raftelis	Tap Fee And Rate Study	6,832.50
American Mechanical Services	Contract Payments	808.00
Meridian Intermountain	Contract Payments	967.00
Ewing Trucking And Construction LLC	Capital Expenditures -WW Plant Re-plumb	24,547.20
Ferguson Enterprises, Inc.	Capital Expenditures-Treatment plant plumbing	117.12
Ground Engineering Consultants	Capital Expenditures-Capitol St Sewer Main	1,598.50

WASTE WATER FUND (Cont.)

Signature Signs Inc	Capital Expenditures-Capitol St Sewer Main	60.00
Water Technology Group	Capital Expenditures- A-Basin Plug Flow	24,436.02
Total WASTE WATER FUND		\$ 254,312.42

WATER FUND

Schofield Excavation	Retainage Payable	\$ 13,181.13
Pinnacol Assurance	Worker's Compensation	500.00
Meritain Health	Health & Life Insurance	5,111.67
Meritain Health	Health Insurance Claims Paid	18,654.34
DPC Industries, Inc.	Operating Supplies	360.00
Alpine Lumber Co.	Repair & Maintenance Supplies	59.09
Ewing Trucking And Construction LLC	Repair & Maintenance Supplies	6,240.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	7.56
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	5.28
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	1,513.24
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	22.99
Pye-Barker Fire & Safety LLC	Repair & Maintenance Supplies	36.00
Toledo Tools	Repair & Maintenance Supplies	(7.58)
Water Technology Group	Repair & Maintenance Supplies	4,250.90
Fleet Services	Gas & Oil	388.70
Grainger	Equipment (Non-Capital)	482.28
United Rentals (North America) Inc	Equipment (Non-Capital)	4,200.00
Core & Main LP	Meters & Related Items/Resale	4,283.98
Federal Express Corp.	Communication & Transportation	157.41
Municipal Treatment Equip. Inc	Communication & Transportation	45.17
Nextrust Inc	Communication & Transportation	336.14
Water Technology Group	Communication & Transportation	32.28
AmeriGas	Utility Services	6,275.60
Black Hills Energy	Utility Services	82.47
Century Link	Utility Services	5,172.72
Holy Cross Energy	Utility Services	5,577.52
Verizon Wireless, Bellevue	Utility Services	265.53
Indeed	Recruitment	40.20
Employer's Council Services, Inc.	Professional Services	420.00
Garfield & Hecht, P.C.	Legal	2,009.50
LRE Water	Engineering	324.00
Ewing Trucking And Construction LLC	Repair & Maintenance Services	5,792.50
Pye-Barker Fire & Safety LLC	Repair & Maintenance Services	214.50
Vail Honeywagon	Repair & Maintenance Services	287.00
Eagle River Water & Sanitation District	Testing & Permits	175.00
Executech Utah LLC	Computer Support	1,151.49
Forward Tech Solutions, LLC	Computer Support	119.50
Hach Company	Tuition & Books	1,320.00
US Bank Equipment Finance	Contract Payments	394.81
Grand Junction Pipe & Supply	Capital Expenditures-Water Fill Station	1,018.53
Ground Engineering Consultants	Capital Expenditures-Capitol St Water Main	1,598.50
Signature Signs Inc	Capital Expenditures-Capitol St Water Main	60.00
Black Hills Energy	Lower Basin Water Treatment	2,000.00
Ground Engineering Consultants	Lower Basin Water Treatment	2,342.00

WATER FUND (Cont.)

MWH Constructors Inc.	Lower Basin Water Treatment	1,174,286.00
Schmueser, Gordon, Meyer Inc.	Lower Basin Water Treatment	95,034.71
Wells Fargo - Comm'l Operations	Water Rev Bond Principal-2013	236,554.13
Wells Fargo - Comm'l Operations	Debt Service Interest	18,705.40
Total WATER FUND		\$ 1,621,082.19

REFUSE FUND

Nextrust Inc	Communication & Transportation	\$ 336.15
Vail Honeywagon	Repair & Maintenance Service	103.00
Vail Honeywagon	Contract Services	98,296.02
Total REFUSE FUND		\$ 98,735.17

OPEN SPACE FUND

Meritain Health	Health Benefits	\$ 25.21
Meritain Health	Health Insurance Claims Paid	91.99
Signature Signs Inc	Repair & Maintenance Supplies	300.00
Vail Honeywagon	Repair & Maintenance Services	403.89
Copy Plus	Trail Repair & Maintenance	9.00
Executech Utah LLC	Computer Support	129.36
Forward Tech Solutions, LLC	Computer Support	10.66
Total OPEN SPACE FUND		\$ 970.11

Total	\$ 2,385,861.75
Payroll	\$ 344,361.63
Grand Total	\$ 2,730,223.38



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: January 12, 2021

Agenda Item: Resolution No. 01, Series 2021, "A Resolution Designating the Place for Posting of Notices of Meetings for the Boards and Commissions of the Town of Eagle"

REQUEST: Staff requests that the Town Council approve a Resolution for posting notices for boards and commissions for 2021.

BACKGROUND: This Resolution includes language from the 2019 General Assembly transitioning the posting of physical notices by municipalities to the posting of electronic notices.

ANALYSIS: The Town of Eagle posts its meeting notices on our website. Posting electronically will occur unless an event requires physical posting on our meeting board outside of Town Hall. Approval of this Resolution would not preclude staff from posting physical notices and staff may at its discretion physically post notices as needed and in emergencies.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: None directly, the Town has consistently posted meeting notices on its website prior to my arrival in 2015.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This is a statutory reference and is not in the strategic plan, however, this does provide transparency and consistency for the public.

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

ATTACHMENTS:

1. 01 Designating Posting Place

RESOLUTION NO. 01
(SERIES 2021)

**A RESOLUTION DESIGNATING THE PLACE FOR POSTING OF NOTICES OF MEETINGS FOR
THE BOARDS AND COMMISSIONS OF THE TOWN OF EAGLE**

WHEREAS, Section 24-6-402(2)(c), Colorado Revised Statutes, as amended requires that a place for posting of notices of meetings be designated annually at the local public body's first regular meeting of each year; and

WHEREAS, it is necessary to designate a posting of notices of meetings held by the Board and Commissions of the Town of Eagle for the 2021 calendar year.

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

Section 1. The Town's website, www.townofeagle.org, is hereby adopted as the official posting location for all meeting notices pursuant to C.R.S. § 24-6-402.

Section 2. In the event online notice is not possible due to emergency circumstances, the alternative posting place is the bulletin board at the Eagle Town Hall, 200 Broadway, Eagle, Colorado.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on January 12, 2021.

TOWN OF EAGLE, COLORADO

By _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: January 12, 2021

Agenda Item: Resolution No. 3, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a New Billing Adjustment Policy for Inclusion into the Town's Financial Policies & Procedures Manual

REQUEST: Staff requests the Council review the resolution for the Billing Adjustment Policy for approval.

BACKGROUND: On November 10, Council reviewed a billing adjustment policy that staff created based on a recommendation received during the 2019 Audit. Staff was directed to bring back a resolution for approval of the policy.

ANALYSIS: Finance staff worked together to capture all current utility billing adjustment practices in a policy and recommend approval thresholds for specific types of adjustments. The policy addresses utility billing adjustments that may be made for the following reasons:

- Water leak adjustments
- Malfunction of water meter
- Inaccurate meter reading or data errors
- Clerical billing or data entry errors
- Refuse collection billing adjustments
- Adjustments in accordance with intergovernmental agreements
- Penalty fee waiver adjustments
- Other miscellaneous adjustments

Some of the billing adjustments stated above have a separate policy that goes into greater detail on the implementation of an adjustment. The policy authorizes finance staff and Town manager to make most of the adjustments except for miscellaneous adjustments that exceed \$30,000.

COMMUNITY INPUT: None

BUDGET / STAFF IMPACT: This policy change will have no budget impact and should have minimal staff impact since this policy mainly captures current practices. When organizations increase internal controls, it may increase the time it takes to complete tasks. However, increasing accounting oversight and protecting the Town from potential internal fraud outweigh the potential minimal increase in time it takes for approval of miscellaneous adjustments.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: In alignment with the Town's guiding principal for Sustainable Finances and Increasing Efficiency – Increasing internal controls and documenting financial standards, policies, and procedures will enhance and protect the financial health of the Town. This policy will continue the Town's movement toward ensuring the Town's financial management is sound.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to **approve** or **deny** the adoption of Resolution No. 3, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a New Billing Adjustment Policy for Inclusion into the Town's Financial Policies & Procedures Manual.

ATTACHMENTS:

- Resolution 02 – Adopting a Billing Adjustment Policy
- Billing Adjustment Policy

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 02
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A NEW BILLING ADJUSTMENT POLICY FOR INCLUSION INTO THE
TOWN'S FINANCIAL POLICIES AND PROCEDURES MANUAL

WHEREAS, the Town Council has determined that the Town should adopt financial policies for the efficient and orderly custody and management of funds of the Town, and to that end has adopted the Financial Policies and Procedures Manual (the "Manual");

WHEREAS, Town staff has prepared a recommended Billing Adjustment Policy (the "Policy") to be incorporated into the Manual;

WHEREAS, the purpose of the Policy is to establish uniform thresholds for approval for all types of potential billing adjustments to utility customers in the Town; and

WHEREAS, the Town Council finds it in the best interest of the public health, safety and welfare to approve the Policy.

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

Section 1. The Town Council hereby approves the Billing Adjustment Policy, attached hereto and incorporated by this reference, and its inclusion into the Financial Policies and Procedures Manual.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Town of Eagle
Billing Adjustment Policy
Effective Date: 11/10/2020 (DRAFT)

Purpose:

The purpose of this policy is to establish a written policy and thresholds for approval for all types of potential billing adjustments to utility customers in the Town of Eagle.

Policy:

The Town of Eagle may consider billing adjustments to customer utility accounts for the following reasons:

- Water leak adjustments in accordance with the approved policy
- Malfunction of the water meter
- Inaccurate meter reading or data entry errors
- Clerical billing or data entry errors
- Refuse collection billing adjustments
- Adjustments in accordance with intergovernmental agreements
- Penalty fee waiver adjustments
- Other miscellaneous adjustments

The Utility Billing & Accounting Specialist will responsibly enter billing adjustments following the procedures outlined below.

Procedures:

1. Water Leak Adjustments

The Town of Eagle offers a courtesy adjustment for customer water leaks. A maximum of two adjustments per customer can be made in a 3-year period. The maximum adjustment is \$1,000 per leak. The Utility Billing & Accounting Specialist will administer these water leak billing adjustments according to the policy definitions.

2. Skipped Meter Reading Adjustments

On occasion, Public Works may be unable to get a reading from a customer's meter (due to damage to the meter, remote, etc.). When these meters are fixed and a proper reading has been taken, it is possible a month or multiple months will have passed between readings. To accurately bill the customer, staff will average their water usage over the periods between meter readings and distribute each period's use into the appropriate water billing tiers. The Utility Billing & Accounting Specialist will administer these Water Adjustments on a monthly basis (after meter re-reads have been completed and prior to Month-End processing).

3. Meter Reading Error Adjustments

On occasion, there may be an incorrect meter reading that will require an adjustment. Either an accurate meter reading will be required from public works personnel or staff will average the water usage over the usage period to make an adjustment.

- a. Adjustments less than \$5,000 – may be approved by the Utility Billing & Accounting Specialist
- b. Adjustments \$5,000 to \$15,000 – require approval from the Finance Director
- c. Adjustments \$15,000 or more – require approval from Town Manager

4. Refuse Adjustments

The Town's vendor for refuse collection, Vail Honeywagon, may request billing adjustments to particular accounts for the following reasons:

- Extra trash picked up charges– *Charged in accordance with service agreement*
- Replacement trash can and recycle bins – *Charged in accordance with service agreement*
- Potential credits – (i.e) for cancelation of service (2nd can) – which the Town was not notified of prior to billing

These billing adjustments will be entered by the Utility Billing & Accounting Specialist and must correlate to billings/credits invoiced by Vail Honeywagon and will be reviewed through Accounts Payable by the Senior Accountant.

5. Mountain Recreation Billing Adjustments

Per the intergovernmental agreement with Mountain Recreation (Formerly W.E.C.M.R.D), the Town of Eagle has agreed to adjust one half of the water usage for Eagle's Pool and Ice facility. The Utility Billing & Accounting Specialist will administer these adjustments on a monthly basis.

6. Penalty Fee Waiver Adjustments

The Town currently has two penalty fees that can be applied to an account:

1. *Service Charge* of \$5.00 for accounts with past due balances
2. *Red Tag Fee* of \$25.00 for accounts that are more than 60 days past due

At the discretion of the Utility Billing & Accounting Specialist, waivers of these fees may be granted. Generally, Red Tag Fees will only be waived as a one-time exception. Service charges will generally only be waived if there are extenuating circumstances the customer may have faced. Repeated waivers for a customer must be approved by the Finance Director.

7. Other Miscellaneous Adjustments

For any type of billing adjustment not covered by the above will require approval from the Town Manager or Town Council based on the following thresholds

- Finance Director – Up to \$15,000
- Town Manager – \$15,000 up to \$30,000
- Town Council – Any Billing Adjustment over \$30,000



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: January 12, 2021

Agenda Item: Resolution No. 04, Series 2021, "A Resolution of the Town of Eagle Extending the Declared Local Disaster Emergency"

REQUEST: Staff requests that the Town Council review a Resolution to extend the Local Disaster Emergency, which has been updated with language that it shall continue until the disaster declaration is no longer necessary.

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

ANALYSIS: The emergency conditions caused by the COVID-19 pandemic, as defined by C.R.S. § 24-33.5-702, persist and require additional and sustained action by the Town. While still unknown, financial assistance can be sought if a "Local Disaster Emergency" is properly declared and filed. As noted previously, the language in this Resolution shall continue the declaration until no longer necessary or needed.

COMMUNITY INPUT: None required.

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

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This policy aligns with the following standards:

Protecting Public Health, Safety, and the Environment – the Town is committed to protecting the well-being of its people and the community using Sound Finances and Increased Efficiency.

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

ATTACHMENTS:

1. 04 Emergency Cont-Reso

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 04
(Series of 2021)

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

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

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

WHEREAS, on March 19, 2020, by Resolution No. 12, the Town Council ratified the Mayor's declaration, and has thereafter continued to extend the Mayor's declaration through the date of this resolution;

WHEREAS, by Executive Orders D 2020 003, D 2020 018, D 2020 032, D 2020 058, D 2020 076, D 2020 109, D 2020 125, D 2020 152, D 2020 176, D 2020 205, and D 2020-289 the Governor of the State of Colorado amended and extended the State's emergency declaration until January 26, 2021; and

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

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

Section 1. The declaration of a disaster emergency in and for the Town of Eagle, a copy of which is attached, is hereby extended until rescinded by further action of the Town Council.

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

INTRODUCED, READ, PASSED, AND ADOPTED ON JANUARY 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

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

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

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

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

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

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

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

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

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

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

TOWN OF EAGLE, COLORADO



Anne McKibbin, Mayor

ATTEST:


Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Chad Phillips, A.I.C.P., Community Development Director

Date: 1/12/2021

Agenda Item: Resolution 10, Series 2021 A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ZEHREN AND ASSOCIATES FOR THE EAST EAGLE SUB AREA PLAN

REQUEST:

Staff requests approval of the Professional Services Agreement for the East Eagle Sub Area Plan project.

INTRODUCTION:

The East Eagle Sub Area Plan (EESAP) is a land use plan that is intended to be a component of the newly adopted Town of Eagle Comprehensive Plan (Comp Plan). The resulting document will provide guidelines for development for the RED Development property and work with the Comp Plan and the Development Code (Title 4 of the Municipal Code) for the development of this site. The plan's boundary will include only the RED property – the Comp Plan did not provide specific goals and policies for this planning area and no use category is shown on the Comp Plan Future Land Use Map (FLUM). Because of this, a focused land use plan process is needed that depicts the community's vision, goals, policies, and action items for this land.

ANALYSIS:

The attached Professional Services Agreement (PSA) is the contract between the Town and Zehren and Associates for services required for the creation of the EESAP.

Trinity Red Eagle Development, LLC (the landowner) has offered to assist the Town in the EESAP's creation by contributing \$10,000 towards the Plan's costs. Attaches is a copy of the Reimbursement Agreement between RED and the Town.

COMMUNITY INPUT: Not expected at this time, however the EESAP will be created and approved through the public process.

BUDGET / STAFF IMPACT: \$10,000 has been budgeted for this planning process. Trinity Red Eagle Development, LLC is contributing \$10,000 towards the project for a combined project cost of \$20,000.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

- Continue to create opportunities on Highway 6
- Develop the Eagle brand
- Identify and implement diverse revenue streams

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve Resolution No. 10 (Series 2021) approving the Professional Services Agreement between the Town of Eagle and Zehren Associates and Resolution No. 11 (Series 2021) a Reimbursement Agreement between the Town of Eagle and Trinity Red Eagle Development, LLC both for the East Eagle Sub Area Plan project.

ATTACHMENTS:

- Professional Services Agreement
- Reimbursement Agreement (See Resolution 11)
- Resolution No. 10 (Series 2021)
- Resolution No. 11 (Series 2021)

AGREEMENT FOR PROFESSIONAL SERVICES
(Eagle River Station Sub-Area Plan)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 12 day of January 2021 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and Zehren and Associates, Inc., a Colorado corporation with an address of P.O. Box 1976, Avon, Colorado 81620 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$20,000, with \$7,000 allocated to completion of

Phase One, \$8,500 allocated to completion of Phase Two, and \$4,500 allocated to completion of Phase 3, as those phases are described in the Scope of Services. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses without prior discussion with and approval by the Town. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

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

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

VIII. INDEMNIFICATION

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

officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

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

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

C. *Verification.*

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

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does

not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

L. **Force Majeure.** No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

TOWN OF EAGLE

Scott Turnipseed, Mayor

ZEHREN AND ASSOCIATES, INC.
Pedro Campos, Principal / Land Planner

ATTEST:

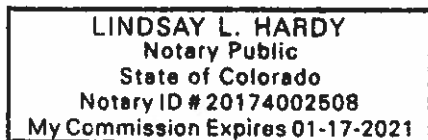
Jenny Rakow, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this 31st day of December, 2020, by Pedro Campos as Principal of Zehren and Associates, Inc.

My Commission expires: (SEAL)

01.17.21



Notary

Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, as a public contractor under contract with Town of Eagle (the "Town"), hereby affirm that:

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

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

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

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this ____ day of _____, 2020, by _____ as _____ of Zehren and Associates, Inc.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Contractor shall assist the Town in preparing a sub-area plan (the "Plan") that establishes the future land uses for the Eagle River Station property (the "Property"), located at the terminus of Chambers Avenue on the east edge of the Town and owned by RED Development (the "Owner"), based on a planning process that builds upon the Town's Comprehensive Plan update and major community issues and opportunities. The Plan will develop and include strategies and actions based on coordination with other Town plans as well as current development projects in the vicinity. Contractor shall work alongside the Town's team of planners at the direction of the Community Development Director to conduct and deliver the process of preparing the Plan. Contractor will focus on the execution of the conceptual planning and associated supporting analyses and graphic deliverables that will lead to the Plan, while the Town will focus on the compilation and narrative of the Plan and guiding the Plan through adoption. Specific objectives for the Plan which shall guide Contractor's deliverables are as follows:

- Develop a conceptual framework for land uses on the Property addressing targeted densities, sizes of uses (such as large-scale commercial retail, lodging and accommodation, small scale commercial, mixed use zone, proposed roads and driveways, pedestrian and bike network, open space areas, public safety facilities, and potential land dedications for future transportation or other needs;
- Address the aesthetic character desired for buildings, landscaping, and overall streetscape character and define those with precedent images and graphic representations;
- Establish a logical and realistic Phasing Plan with micro phasing of infrastructure needs, so the Plan can be implemented incrementally and does not require to be implemented all at once; and
- Create a Plan that is mutually endorsed and accepted by the Town, the Owner, and the community at large.

Contractor's Duties

The duties outlined below are structured over 3 phases of work with an approximate completion of the Plan in 16 weeks. The process for developing the Plan includes meetings between the Town, Contractor, and the Owner's team, and conducting a public open house approximately midway through the process. Monthly project status meetings may be called by the Town and supplemented by additional calls as may be necessary. During the term of this Agreement, Contractor shall perform the following duties in three phases as directed by the Town, unless otherwise noted as a duty of the Town:

Phase One: Start-up, Information Review, Analysis of Opportunities and Constraints (4 weeks):

1. Project start up and internal kick off meeting
2. Information gathering and base mapping – gather and review project base maps and land inventory
3. Review and synthesis of past plans, reports and relevant information
4. Analysis of opportunities and constraints
5. Town and Owner coordination meeting #1
6. Summary of Phase One (To be prepared by the Town)

Phase Two: Conceptual Planning and Public Open House (6 weeks):

1. Conceptual Framework Plan
2. Aesthetic and Architectural Character Study to include precedent images of architecture, landscape, streetscape, two to three prototypical mixed-use building types, variation in heights, and parking supply
3. Town and Owner coordination meeting #2
4. Preliminary Phasing Plan
5. Draft implementation and phasing strategy (To be prepared by the Town)
6. Public open house
7. Summary of Phase Two (To be prepared by the Town)

Phase Three: Draft and Final Sub-Area Plan Development, Review, Refinement and Adoption (6 weeks):

1. Preliminary draft of Plan -graphics only
2. Preliminary draft of Plan (To be prepared by the Town)
3. Town and Owner coordination meeting #3
4. Planning Commission work session to include draft Plan review
5. Town Council work session to include draft Plan review
6. Final draft Plan (To be prepared by the Town)
7. Planning Commission review and approval (To be conducted by the Town)
8. Town Council review (To be conducted by the Town)

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town during the timeframes established above:

- Meeting Notes for kick off meeting (1) and Town and Owner coordination meetings (3);
- Site Inventory and Analysis Diagram documenting opportunities and constraints;
- Public open house materials sufficient to inform and engage the public;
- Conceptual Framework Plan;
- Aesthetic and Architectural Character Study;
- Preliminary Phasing Plan;
- Preliminary draft of Plan -graphics only; and
- Final draft of Plan -graphics only.

Exclusions

The following services are not included in this Scope of Services, and may be available to the Town by Contractor for an additional fee:

- Engineering Services including without limitation mechanical, electrical, plumbing, structural, civil, geotechnical engineering;
- Additional community engagement meetings, surveys, and presentations not listed in this Scope of Services;
- Cost estimates for phasing, infrastructure and fiscal, revenue and economic impact analyses;
- Attendance of Planning Commission or Town Council meetings other than those specifically included in this Scope of Services; and
- Photo simulations, professional illustrations and artistic and perspective renderings other than those specifically included in this Scope of Services.

TOWN OF EAGLE, COLORADO
RESOLUTION No. 10
(SERIES 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH ZEHREN AND ASSOCIATES FOR THE EAST EAGLE
SUB AREA PLAN

WHEREAS, The 2020 Strategic Plan for the Town states: Continue to create opportunities on Highway 6; and

WHEREAS, The Town of Eagle Town Council and Planning and Zoning Commission have directed the Community Development Department to undertake the development of the East Eagle Sub Area Plan; and

WHEREAS, The Town has funds in the 2021 budget for the creation of the East Eagle Sub Area Plan; and

WHEREAS, staff selected Zehren and Associates to perform the work; and

WHEREAS, Trinity Red Eagle Development, LLC has offered to contribute \$10,000 towards the creation of such plan, as detailed in a Reimbursement Agreement; and

WHEREAS, staff is presenting a Professional Services Agreement to the Council in the amount of \$20,000,

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

Section 1. The Town Council hereby approves the attached Professional Services Agreement and authorizes the Community Development Director to execute such Professional Services Agreement for the East Eagle Sub Area Plan.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on January 12, 2021.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Chad Phillips, A.I.C.P., Community Development Director

Date: 1/12/2021

Agenda Item: Resolution 11, Series 2021 A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A REIMBURSEMENT AGREEMENT WITH TRINITY RED EAGLE DEVELOPMENT, LLC FOR THE EAST EAGLE SUB AREA PLAN

REQUEST:

Staff requests approval of the Reimbursement Agreement with Trinity Red Eagle Development, LLC for the East Eagle Sub Area Plan project.

INTRODUCTION:

The East Eagle Sub Area Plan (EESAP) is a land use plan that is intended to be a component of the newly adopted Town of Eagle Comprehensive Plan (Comp Plan). The resulting document will provide guidelines for development for the RED Development property and work with the Comp Plan and the Development Code (Title 4 of the Municipal Code) for the development of this site. The plan's boundary will include only the RED property – the Comp Plan did not provide specific goals and policies for this planning area and no use category is shown on the Comp Plan Future Land Use Map (FLUM). Because of this, a focused land use plan process is needed that depicts the community's vision, goals, policies, and action items for this land.

ANALYSIS:

The attached Professional Services Agreement (PSA) is the contract between the Town and Zehren and Associates for services required for the creation of the EESAP.

Trinity Red Eagle Development, LLC (the landowner) has offered to assist the Town in the EESAP's creation by contributing \$10,000 towards the Plan's costs. Attaches is a copy of the Reimbursement Agreement between RED and the Town.

COMMUNITY INPUT: Not expected at this time, however the EESAP will be created and approved though the public process.

BUDGET / STAFF IMPACT: \$10,000 has been budgeted for this planning process. Trinity Red Eagle Development, LLC is contributing \$10,000 towards the project for a combined project cost of \$20,000.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

- Continue to create opportunities on Highway 6
- Develop the Eagle brand
- Identify and implement diverse revenue streams

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve Resolution No. 10 (Series 2021) approving the Professional Services Agreement between the Town of Eagle and Zehren Associates and Resolution No. 11 (Series 2021) a Reimbursement Agreement between the Town of Eagle and Trinity Red Eagle Development, LLC both for the East Eagle Sub Area Plan project.

ATTACHMENTS:

- Professional Services Agreement (See Resolution 10)
- Reimbursement Agreement
- Resolution No. 10 (Series 2021)
- Resolution No. 11 (Series 2021)

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into on this 29th day of December, 2020 (the "Effective Date") by and between the Town of Eagle, a Colorado home rule municipality with an address of 200 Broadway, Eagle, CO 81631 (the "Town"), and Trinity Red Eagle Development, LLC ("RED"), a Colorado limited liability company with an address of One East Washington Street, Suite 300, Phoenix, AZ 85004 (each a "Party" and collectively the "Parties").

WHEREAS, the Town has engaged Zehren and Associates, Inc. to prepare the Eagle River Station Sub-Area Plan (the "Plan"); and

WHEREAS, because the Plan involves certain real property owned by RED and proposed for development by RED, RED has agreed to reimburse the Town for a portion of the cost of the Plan.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and sufficient consideration, the Parties agree as follows:

1. **Reimbursement.** Upon completion of the Plan, RED hereby agrees to reimburse the Town in the amount of \$10,000. The reimbursement shall be due within 14 days after the Town provides RED with an invoice and a copy of the Plan.
2. **Participation.** The Town will allow RED to participate in the preparation of the Plan, and prior to final adoption by the Town Council, the Town shall provide a copy of the Plan to RED for review and comment.
3. **Miscellaneous.**
 - a. ***Governing Law and Venue.*** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.
 - b. ***No Waiver.*** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.
 - c. ***Integration.*** This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.
 - d. ***Third Parties.*** There are no intended third-party beneficiaries to this Agreement.
 - e. ***Notice.*** Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

EXHIBIT A
Legal Description of Property

TOWN OF EAGLE, COLORADO
RESOLUTION No. 11
(SERIES 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A
REIMBURSEMENT AGREEMENT WITH TRINITY RED EAGLE DEVELOPMENT, LLC FOR THE EAST
EAGLE SUB AREA PLAN

WHEREAS, The 2020 Strategic Plan for the Town states Continue to create opportunities
on Highway 6; and

WHEREAS, The Town of Eagle Town Council and Planning and Zoning Commission have
directed the Community Development Department to undertake the development of the East
Eagle Sub Area Plan; and

WHEREAS, The Town has funds in the 2021 budget for the creation of the East Eagle Sub
Area Plan; and

WHEREAS, staff selected Zehren and Associates to perform the work; and

WHEREAS, Trinity Red Eagle Development, LLC has offered to contribute \$10,000 towards
the creation of such plan,

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

Section 1. The Town Council hereby approves the attached Reimbursement Agreement
for consultant expenses incurred by the Town for the creation of the East Eagle Sub Area Plan.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the
Town of Eagle, Colorado, held on January 12, 2021.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: January 12, 2021

Agenda Item: Resolution No. 13, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Waiving Certain Local Liquor Licensing Fees for the Town of Eagle"

REQUEST:

Staff requests that the Town Council review a resolution waiving liquor licensing fees for local businesses.

INTRODUCTION:

In December of 2020, the State of Colorado passed Senate Bill 20B-001 that waived fees associate with liquor licensing. Due to COVID-19, liquor establishments have suffered economically because of public health orders, reduced capacity, and a slowdown in demand resulting from the global pandemic. To help the local businesses in Eagle, staff recommends aligning the collection of fees with the State of Colorado. Other jurisdictions are doing the same to support their businesses during these challenging times. Attached is a resolution for the Town Council's consideration.

ANALYSIS:

Fee Waiver Policy Provisions

- Fee waivers apply to all applicant types.
- Fee waivers apply through December 7, 2021 or until it is rescinded via Town Council approval.
- Fee waivers shall apply to the following retail license establishments:
 - Art
 - Beer & Wine
 - Brew Pub
 - Club
 - Distillery Pub
 - Hotel & Restaurant
 - With one OP License
 - Each OP License
 - Resort Complex
 - Campus Liquor Complex
 - Related-Facility: Resort Complex
 - Related Facility: Campus Liquor Complex
 - Limited Winery
 - Lodging & Entertainment
 - Optional Premises
 - Racetrack
 - Retail Gaming Tavern
 - Tavern
 - Vintner's Restaurant
 - Fermented Beverage On Premises
 - Fermented Beverage On/Off Premises
 - Resort-Complex Related Facility Permit

COMMUNITY INPUT:

Community input was not received for this proposal. However, local businesses have requested the Town of Eagle do more to support them. This policy will benefit businesses in Eagle.

BUDGET / STAFF IMPACT:

If the policy is approved by the Town Council, the organization will see a reduction in revenues of approximately \$5,000. There are 29 licensed establishments.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal does not align with any specific standards. However, the policy supports economic development indirectly because the fee waivers will support businesses through the COVID-19 recovery.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution No. 13, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Waiving Certain Liquor Licensing Fees for the Town of Eagle"

ATTACHMENTS:

- Resolution No. 13

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 13
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
WAIVING CERTAIN LOCAL LIQUOR LICENSING FEES FOR THE TOWN OF EAGLE

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

WHEREAS, on March 19, 2020, the Town Council ratified the Mayor's declaration, and has thereafter continued to extend the Mayor's declaration through the date of this resolution;

WHEREAS, Senate Bill 20B-001, waived certain state fees for liquor license applications from December 7, 2020 to December 7, 2021; and

WHEREAS, the Town wishes to waive the local fees for such applications.

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

Effective immediately and continuing through December 7, 2021, or until this resolution is rescinded by the Town Council, the Town hereby waives local liquor license fees for:

1. **Application Fees:** Application Fees; Application Fees with Concurrent Review; Application Late Renewal Fees; Application Re-Issue Fees; and Application Re-Issue Fines.

2. **Retail License Fees for the following license types:**

- | | |
|---|--|
| • Art | • Limited Winery |
| • Beer & Wine | • Lodging & Entertainment |
| • Brew Pub | • Optional Premises |
| • Club | • Racetrack |
| • Distillery Pub | • Retail Gaming Tavern |
| • Hotel & Restaurant | • Tavern |
| ○ With one OP License | • Vintner's Restaurant |
| ○ Each OP License | • Fermented Beverage On Premises |
| ○ Resort Complex | • Fermented Beverage On/Off Premises |
| ○ Campus Liquor Complex | • Resort-Complex Related Facility Permit |
| ○ Related-Facility: Resort Complex | |
| ○ Related Facility: Campus Liquor Complex | |

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council
From: Brandy Reitter, Town Manager
Date: January 12, 2021
Re: Town Manager Report

Administration & Organization

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

- Broadband Update
- Public Art Mural Agreement
- Community Requests Review
- Wastewater Tap and Fee Study

COVID-19 Regional Updates – The pandemic continues to require a lot of resources of the Town. Below are a few updates on the impacts to the organization:

- The operations were updated in December and no changes were made. The current plan is in effect until the end of February.
- Town facilities are closed to the public and access is by appointment only. Staffing levels have been reduced to 25% and employees who can work from home, are required to. Most business will be handled virtually. These changes are in effect through February 1, 2021.
- Eagle County is still in the orange on the COVID-19 meter.
- The vaccination plan is in place and the first phase is reserved for first responders, medical staff, and people over the age of 70.
- The region is drafting a letter to Governor Polis requesting that he ease the restrictions placed on public transportation. The Town Council will be asked to sign the letter. Since it is in draft form, staff will send it to everyone via email when it is ready. If council members approve, we will ratify the letter at the next meeting.

Over the news few weeks staff are working on several RFP/Qs for 2021. The following proposals are currently in development or are waiting to be published:

- Facilities Assessment
- Open Space & Trails Master Plan
- River Park Event Programming

- Eby Creek Gateway Beautification
- Brush Creek Playground Equipment Design
- Land Use Code Rewrite

Front Country Rangers Update – The Town of Vail felt the program’s impact was needed this past summer due to the increase in backcountry users. COVID-19 has increased demand on our trails, paths, campgrounds, and mountains. Vail proposed adding a seasonal ranger to the program to perform more maintenance and is asking the neighboring towns for a contribution. Right now, the Town contributes \$5,000. If this is something the Town Council would like to discuss, staff can include it on a future agenda item.

Town learned over the holiday break that we were not awarded a GOCO grant to fund a Youth Conservation Corp to assist with open space maintenance in 2021. Staff will work directly with the program to fund a crew to assist.

Open Space staff is actively working with Corky and Harold McCloud, the appraiser on this acquisition project. The plan is to complete the appraisal and have Corky approve the work and then work with partners such as GOCO, Eagle County, and the Eagle Valley Land Trust to purchase the property. Hopefully, we can complete the appraisal by the end of the first quarter.

Bill Shrum will replace Deron on the Climate Action Collaborative and represent the Town of Eagle. Brian Lieberman will provide staff updates to the Town Council once a month in the Department Updates document.

As part of the Town Manager performance review, I provide a summary of the year that is being evaluated. I will provide that to the Town Council in the executive session packet on January 26.

February 2 is the next work session. Over the last few months, council members have requested a variety of policy topics to discuss at meetings. Staff will schedule these topics throughout 2021. In February, the group will discuss e-bike policies for the Town of Eagle’s trails and pathways.

Economic Development & Planning

Pool & Ice Rink Facility Expansion – Mountain Recreation will attend the Town Council meeting on February 23 to make a funding request of the Town of Eagle. The request is to provide funding support for the Pool & Ice Rink facility expansion. Staff will present a few scenarios for the Town Council to consider for the presentation.

West Eagle Housing Project – The work session on this project was productive. After the discussion, the next steps are for the staff to schedule meetings with P&Z and the Town Council to make minor amendments to the document. In the meantime, staff will review the RFQ that Eagle County is putting together before publishing.

Project THOR and Broadband/Technology Initiatives – The financing proposal is moving along for this project. Alpine Bank will be the funding partner on the broadband project. Key Bank will likely be the funding partner on the wastewater refinance because of a competitive proposal they gave the Town on the interest rates. Over the holiday break, staff signed off on the notice to proceed with the network design with Uptown. Expect to see policy proposals in January and February.

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

- January 11 – CAC Local Government Committee meeting
- January 14 – Regional Transportation Committee meeting

Sincerely,



Brandy Reitter
Town Manager
Town of Eagle, CO

Town Council Requests – Once items are completed; they are deleted from the list		
Request Date	Request	Status
N/A	Frost Creek Wildlife meeting	Not Scheduled
N/A	Strategy for STR memo	Not Scheduled
N/A	Plan for Mobile vending communication	Not Scheduled
N/A	Set up a LERP sub-committee	Not Scheduled
N/A	Receipt at the end of the year for council salary donations	Completed
N/A	Agenda Item: Plastic Bag and TREX discussion	Scheduled TBD
N/A	Agenda Item: PRV/Hydro	Scheduled TBD
N/A	Agenda Item: Fairgrounds annexation	Scheduled TBD
N/A	Agenda Item: E-bike policies	Scheduled 2/9
10/13/2020	10% of tobacco funding for mitigation - policy	Scheduled TBD
10/27/2020	Schedule Jacob Smith to come to a Town Council Meeting	Not scheduled
10/27/2020	Invite GEFPD to a meeting	Not scheduled
11/10/2020	Reach out to Yuri about challenges for the outdoor patio	Completed
11/10/2020	More explanation on the Community Development report	In progress
11/10/2020	Bring back billing adjustment policy resolution	Completed
11/10/2020	Be Our Guest: Make it look less like a construction site	In progress
11/10/2020	Be our Guest: Talk to Kari about one-way traffic on 2 nd St.	Completed



To: Mayor and Town Council

From: Brandy Reitter, Town Manager, and Department Leads

Date: January 12, 2021

Re: Department Updates for December 2020

ASSISTANT TOWN MANAGER

- Town staff is continuing to meet with CU-Boulder Master of the Environment Department for Outdoor Recreation Economic Assessment and Business Development work in 2021.
- Staff will apply for EIAF Tier I grant in March to assist with the cost of the study.

Project THOR and Broadband

- Engineering discussions with Holy Cross have begun – Key routes along Eby Creek across the river and railroad, down to 6th st and Church.
- Second interviews with Fiber-to-the-Home installers conducted Dec 17th. Reference checks in progress.
- Project THOR stakeholder meeting discussed future expansion of network connections and additional infrastructure to be installed along I-70 and in Grand County.
- Visionary Networks will finish connecting fiber to pass Public Works in mid-January.
- VERO is conveying conduit to the Town along Hwy 6 in accordance with joint trenching done this fall.

Community Survey

- First draft of questions nearly complete.
- Small group review of questions will take place through Jan 15.
- Target launch date for survey is end of January. The survey will be in print and online for roughly 4 weeks.

Grand Avenue Corridor Study

- Public Engagement process planned for Corridor study to begin January 15.
- There will be a custom website with updates and community engagement for the duration of the study.
- Staff has begun individual meetings with property owners along Grand Ave.
- The next large internal group meeting is planned for January 19 and will review the first stakeholder meeting and set direction for February.
- Graphics, branding, and communication assets for the project will be completed shortly.

Economic Vitality Committee

- The EVC was engaged with the Community Survey process and provided great feedback for questions that target the economic state of the town.

- EVC members are working on an annual summary letter to present to Council Q1, 2021.

Sustainability Initiatives

- Town Staff is working with CLEER to incorporate solar-friendly land use code into the code update.
- Electric Charging Station density in Town are on par with national averages, locations discussed for potential expansion when EV density increases.
- Town Staff has met with the Eagle County Climate Action Collaborative to help the “Work from home” initiative and provide resources for residents and businesses to reduce VMT. Questions about work from home status have been incorporated into the Community Survey.

PUBLIC WORKS

- We are transitioning from Bryon McGinnis, who has retired, to Tom Gosiorowski, who is returning as Public Works Director.
- Open Space Coordinator, Brian Lieberman has started and hit the ground running. Brian has been working with Halsey Lucas on locations and closures of Open Space.
- Deron Dirksen, Utility Manager, last day was January 8th.
- Plowing and snow removal operations have begun for the winter season.
- Repairing Street lights around town.
- LBWTP is ongoing with a start up in a few months.
- Public Works repaired three water breaks in the month of December.

Comcast Project

- Held on-line Public Meeting to discuss project status, work completed, enhanced procedures going forward, and resumption of work.
- Reviewing two new permits applications, first is to provide service to Old Eagle, both East & West (Mux 500) mostly by aerial service utilizing Holy Cross Electric existing poles. Second permit is to bring Main Trunk line from Gypsum to Eagle aerially utilizing Holy Cross Electric existing poles that parallel Hwy 6.

FINANCE DEPARTMENT

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID						
	2017	2018	2019	2020	VARIANCE FROM PY	
DECEMBER	280	276	387	286	(101)	-26%
YEAR TO DATE	3,311	3,497	3,468	2,744	(724)	-21%

ACCOUNTS PAYABLE: INVOICES PAID										
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Total Invoices	1,138	2,033	2,406	2,967	3,061	3,099	3,311	3,497	3,468	2,744
Annual % Change	27.15%	78.65%	18.35%	23.32%	3.17%	1.24%	6.84%	5.62%	-0.83%	-20.88%

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

Administration/Financial:

- Revised Lodging Tax Form and sent to all Eagle lodging Establishments with memo and ordinance explaining the change (December 17th)
- Updated and sent out 2021 Finance Calendar and Payroll Schedule to all staff
- Completed Conservation Trust Fund (CTF) Certification of Eligibility to receive funds in 2021
- Processed all Year End Budgeted Fund Transfers
- Processed all Year End Combined Cash Transfers

Training

- Caselle Year End Webinars – Payroll and Accounts Payable: Jill

Budget:

- Revised and finalized budget amounts and fee schedule for approval
- Updated Budget and fee schedule ordinances and resolutions with appropriate amounts for Council approval
- Provided Mill Levy information to Eagle County by deadline
- Outstanding:* Compile 2021 Budget Book – due to State on January 31, 2021
 - Council will review and approve 2nd Meeting in January

Payroll/HR:

- Positions added to Payroll – 1 New Hire (Open Space Manager)
- Holiday Bonus Checks Issued and distributed – Total \$32,333 (Leadership team decided to take savings from holiday party budget and distributed an additional \$50 per bonus check to each employee to hope to spread a little more holiday cheer)
- Retirement
 - Collected new retirement paperwork from employees, reviewed for corrections, contacted employees with issues, reviewed elections compared to 2020 elections and contacted employees to ensure they selected the correct elections.
 - 1st contribution payroll to CRA will be for pay period ending 1/15/21 – All new retirement pay codes have been setup properly in the payroll system.

- Will be working with CRA and current providers for a smooth transfer of funds in mid to late February in order to get communication out to all participants who currently have funds in the Towns retirement plans.
- Health Insurance – Assisted with the transition between health insurance providers
 - Set up new appropriate pay codes for HSA and Town Health Plans
 - Will be implementing new premiums for employees/Town for payday 01/8/21
 - Assisted HR with putting together census for Insurance setup
- Completed 4th Quarter Unemployment Tax Report
- Completed 4th quarter 941 Report
- Started Year-end Payroll Process
- 2020 Performance reviews completed

Utilities:

- New Accounts Setup:
 - December – 0
 - 2021 Total – 49
- Property Transfers:
 - December – 18
 - 2021 Total – 179
- In March 2020 – Council approved forgoing yard waste fees for the remainder of 2020. The \$2/month fee will be on customer monthly statement again starting in January.

Town Council Department – Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PONT
TOWN COUNCIL					
10-49-110 SALARIES & WAGES	3,300.00	34,000.00	34,000.00	.00	100.0
10-49-142 WORKERS COMPENSATION	.00	.00	44.00	44.00	.0
10-49-144 FICA - EMPLOYER'S	252.48	2,801.18	2,801.00	(.18)	100.0
10-49-210 OFFICE SUPPLIES	.00	124.28	200.00	75.72	82.1
10-49-320 LEGAL NOTICES	.00	217.00	.00	(217.00)	.0
10-49-347 PROFESSIONAL SERVICES	.00	13,750.00	13,500.00	(250.00)	101.9
10-49-362 COMPUTER SUPPORT	1,258.00	2,287.00	758.00	(1,511.00)	299.9
10-49-371 TRAVEL EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-49-372 MEETING EXPENSE	.00	995.59	2,000.00	1,004.41	49.8
10-49-380 TUITION & BOOKS	.00	.00	1,750.00	1,750.00	.0
10-49-450 SPECIAL COUNCIL FUNDING	.00	54,437.14	54,438.00	.86	100.0
10-49-510 INSURANCE	.00	232.95	233.00	.05	100.0
10-49-915 COMMUNITY REQUESTS	10,850.00	27,500.00	31,100.00	3,600.00	88.4
TOTAL TOWN COUNCIL	15,460.48	136,125.14	141,822.00	5,496.86	98.1

SPECIAL EVENTS

Town of Eagle - Special Events:

- Concluded work with Bill Shrum on the Town of Eagle Branding project made available through the Tourism grant. Presented results to the EVC Branding Subcommittee for review and discussion.
- Created and distributed Town of Eagle Staff Holiday Message video
- Created 1st Annual Eagle Holiday Lighting Contest
- Helped with install and permitting of Eagle Ice Rink at Town park.
- Worked on 2021 Special Events & Marketing Department Budget
- Completed Info Center staff evaluations
- Worked with team to create Eagle Bucks business promotion plan.
- Worked with Thomas Boyken to move control interface to Digital Sign on Grand Ave to new office in Town Hall.
- Worked to promote/cancel 12th Christmas Tree Bonfire event. Help create option for disposal of resident's trees.
- Working on creating RFP for Eagle River Park summer events

December - Executed Events

- Opening of Eagle Ice Rink
- Wasslefest 2020

MEAC:

- Processed all MEAC funding requests for review by MEAC Committee. Presented MEAC Committee funding list of recommendations to Town Council review and approval.
- Concluded Town of Eagle Community Events & Programs Funding Request application process. Preparing applications for Town Council review.
- Sent out notice of outcomes to all MEAC 2021 Funding applicants.
- Concluded and reconciled all MEAC and Community funds payouts for 2020 with Jill.

Be Our Guests Program:

- Promoting the availability of the "BOG" program to Eagle Hospitality businesses.

Eagle Info Center:

- Info Center Winter 2020 Days and Hours - Info Center open Wednesdays through Sundays, 10:00am to 3:00pm.
- Building a safe entry alcove for the info center to help with operations for winter.
- List of physical improvements and renovations to the building inside and out are on hold at this time.
- Plans for future inside enhancements, repairs and upgrades to décor and exhibits are on hold.

Digital Sign:

- Promoting message for Eagle Downtown businesses
- Playing "Please wear a mask" and other Covid related messages.
- Promoting upcoming events
- Moving digital sign control unit to new office in Town Hall.

HUMAN RESOURCES

Benefits

- Continued work with new vendors in collaboration with Finance for new benefits plans, training on site access and processes, uploading elections, assisting staff with questions on new plans
- Researching Wellness program logistics for new hires
- Correcting Open enrollment errors
- Manage 2 disability claims and 2 emergency medical leave of absences

Recruiting – Onboarding

- Open Space and Trails Manager Benefits orientation conducted, pending elections
- Municipal Court Clerk hired, started 12/14/2020, Welcome RiAnne Davis
- PW Director start date confirmed 1/25/21, attended leadership meeting 12/28, processed part time hire paperwork, full time paperwork/orientation scheduled for week of 1/25

Risk Management, Safety and Work Comp

- Continued effort managing 7 General Liability & PC Open claims, 4 carry over, 3 new
- 4 work comp claims open, 2 carry over
- Processed DOLA application to for Work Comp Cost Containment, responding to follow up items such as Management accident reports
- Consistent efforts minimizing COVID exposure in the workplace

Other

- Respond to 3 verifications of employment
- Compensation research completed, pending town manager market research in progress
- Performance Management in progress, entering data into Merit Spreadsheet for January effective date on pay day 1/22/21
- Manager evaluation in progress collaborating with Consultant, 100% participation from Direct report feedback
- Continued research/processing of COVID leave/policies in collaboration with finance/payroll
- HFWA (healthy families workplace act) policy drafted for roll out to staff week of 1/11/21
- Attended Webinar for Proposition. 118, CO paid family leave program, contributed recommendations for legislation.
- Enjoyed the holiday season, Town's paid holiday policy is Fantastic!
- Initiating changes to Handbook to comply with new laws effective 2021
- Assist with PW Retiree transition items

TOWN CLERK

Communications

- Communications Committee:
- Eagle Today December 4th
 - Message from Council Member Solomon
 - Holiday Lighting Contest
 - COVID-19 Update
 - Radical Resilience Community Program
 - Be Our Guest Program
- Comcast Town Hall December 11th

Licenses

- BUSINESS: Renewal sent to all businesses for 2021
- 143 Licenses Issued in December
- LIQUOR RENEWALS:
 - Gardunos
 - Back Bowl
 - Owashi
 - Grand Avenue Grill

Website – www.townofeagle.org

- Ask the Town questions: 4
 - Compost Sales
 - Building Plans Request for Avon
 - New Utility Service Inquiry
 - Bulk Water Sales Inquiry

Coordination

- Mobile Vending Policy Internal Discussion
- Interview and Hire RiAnne Davis for Municipal Court Clerk
- Attend Radical Resilience with Speak Up Reach Out
- Attend Community Survey Committee
- Eagle Bucks internal Discussion

Sales Tax

- 1,404 on-line retailers remitted sales tax in November for a total of \$66,763.12
- 2,299 retailers remitted sales tax in total

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

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

2020				
Month	Filing Period	Revenue Period	.5% to River Park	O/U
Jan	\$ 375,842.36	\$ 578,686.45	\$ 64,298.49	35%
Feb	\$ 599,767.28	\$ 480,407.70	\$ 53,378.63	24%
Mar	\$ 492,573.68	\$ 463,471.24	\$ 51,496.80	16%
1 Q	\$ 1,468,183.32	\$ 1,522,565.39	\$ 169,173.93	25%
Apr	\$ 424,875.39	\$ 553,180.68	\$ 61,464.52	31%
May	\$ 505,369.55	\$ 492,253.55	\$ 54,694.84	20%
Jun	\$ 544,303.25	\$ 508,611.57	\$ 56,512.40	18%
2 Q	\$ 1,474,548.19	\$ 1,554,045.80	\$ 172,671.76	23%
Jul	\$ 572,389.01	\$ 558,775.30	\$ 62,086.14	12%
Aug	\$ 564,779.31	\$ 573,345.77	\$ 63,705.09	12%
Sep	\$ 626,756.50	\$ 588,716.34	\$ 65,412.93	19%
3 Q	\$ 1,763,924.82	\$ 1,720,837.41	\$ 191,204.16	14%
Oct	\$ 553,393.69	\$ 703,389.72	\$ 78,154.41	40%
Nov	\$ 524,301.83	\$ 570,146.69	\$ 63,349.63	-7%
Dec		\$ 594,190.34	\$ 66,021.15	20%
4 Q	\$ 1,077,695.52	\$ 1,867,726.75	\$ 207,525.19	16%
Revenue	\$ 5,784,351.85	\$ 6,665,175.35	\$ 740,575.04	19%

2019				
Month	Filing Period	Revenue Period	.5% to River Park	O/U
Jan	\$ 284,742.47	\$ 428,973.53	\$ 47,663.73	8%
Feb	\$ 390,888.37	\$ 387,365.41	\$ 43,040.60	-5%
Mar	\$ 545,414.86	\$ 400,149.40	\$ 44,461.04	7%
1 Q	\$ 1,221,045.70	\$ 1,216,488.34	\$ 135,165.37	3%
Apr	\$ 402,149.98	\$ 422,439.91	\$ 46,937.77	7%
May	\$ 426,850.53	\$ 409,836.28	\$ 45,537.36	10%
Jun	\$ 511,737.19	\$ 431,900.56	\$ 47,988.95	9%
2 Q	\$ 1,340,737.70	\$ 1,264,176.75	\$ 140,464.08	9%
Jul	\$ 514,847.63	\$ 499,537.57	\$ 55,504.17	20%
Aug	\$ 498,578.88	\$ 509,692.59	\$ 56,632.51	24%
Sep	\$ 504,986.10	\$ 496,442.97	\$ 55,160.33	15%
3 Q	\$ 1,518,412.61	\$ 1,505,673.13	\$ 167,297.01	19%
Oct	\$ 493,619.47	\$ 501,601.07	\$ 55,733.45	32%
Nov	\$ 467,553.50	\$ 612,207.11	\$ 68,023.01	29%
Dec	\$ 685,969.83	\$ 496,728.29	\$ 55,192.03	43%
4 Q	\$ 1,647,142.80	\$ 1,610,536.47	\$ 178,948.50	34%
Revenue	\$ 5,727,338.81	\$ 5,596,874.69	\$ 621,874.97	17%

MUNICIPAL COURT

- Court December 2 and 16
- Court staff is working with all defendants who wish to reach plea arrangements before all court dates.

December Citations Issued	Current	YTD	2019
Animal Control	2	29	96
Misdemeanor	1	29	66
Parking	14	97	208
Traffic	12	160	199
Total	29	315	569

December Fines and Fees Collected (includes collections for previous months)	Current	YTD	2019
Court Costs	145.00	1450.00	3,225.00
Criminal Police Equipment and Training Surcharge	380.00	601.00	3,580.00
Deferred Judgment Fee	0	665.00	600.00
Fines	3330.00	21651.66	32,425.00
Outstanding Judgement Fee	250.00	370.00	120.00
Stay of Execution Fee	00.00	25.00	125.00
Charitable Contribution	0	10.00	108.00
Failure to Appear	0	35.00	35.00
Victim Restitution Fee	00.00	371.02	4,475.00
Total	4105.00	25178.68	44,693.00

December Dispositions (Payments or Court Appearances)	Current	YTD	2019
Animal Control	1	15	110
Misdemeanor	1	33	72
Parking	13	86	443
Traffic	24	155	205
Total	39	289	830

Outstanding Fines and Fees by Date:

Current	940.00
1-30 Days Past Due	85.00
31-60 Days Past Due	270.00
61-90 Days Past Due	70.00
91-180 Days Past Due	3660.25
Total	5025.25

COMMUNITY DEVELOPMENT

BUILDING UPDATES

- Building Department Activities
 - Expired Permits Project
 - CTIX – Communication with construction community with future outreach meetings
 - Begin procedure for updates to 2021 Codes
 - Continue department audit of best practices, policies, and procedures COVID restrictions
 - Continue customizing Community Core Solution
- Major Construction Projects Under Review and Oversight:
 - Lower Basin Water Treatment Plant
 - Broadway Station Mixed Use/Multi-Family
 - Talon Flats Mixed Use/ Multi Family
 - Butters TI 139 Broadway
 - 1393 TI Quiet Kat, Paul Davis Construction & Sherwin Williams
 - 210 Freestone (Eagle Ranch Apartments)

PLANNING UPDATES

- Applications in Progress
 - AN20-01 Powell Park Annexation – advertised for TC meeting on January 26th
 - AN20-02 Basecamp Eagle – received revised application
 - CT20-04 700 Chambers Avenue, Lot 3 condominium plat
 - PUD20-01 Haymeadow Amendment – application on hold
 - S20-01 Haymeadow Final Plat
- Applications for Pre-app Meeting
 - 226 Capitol Street
 - 131 Chambers Avenue
- PUDS
 - Eagle Ranch 6th PUD Amendment – application not submitted
 - Haymeadow Brush Creek Road Extension – anticipating submittal of civil design in January for staff review
- Ordinances
 - Impact Fee Ordinance
 - Final changes to be incorporated
- Mobile Vending Permits/Business License Zone Checks
 - Online application available for mobile vendors
 - High Altitude Wings – mobile vendor wanting to serve at River Park
 - El Bajon Churros – mobile vendor
- Performance Guarantees
 - Eagle Landing – will be requesting partial release soon
 - 210 Freestone – will be requesting partial release soon
- Long Ranch Planning Projects
 - Elevate Eagle Comprehensive Plan - Approved
 - Working to amend Appendix A existing conditions
 - Uploading final documents to Town website
 - Title 4 Land Use Code Update

- DOLA has a meeting in January, will hopefully be discussing their participation.
 - Contract with Logan Simpson expired and will not be renewed.
 - Staff reviewing RFP for new consultant
- Hwy 6 Corridor Study
- East Eagle Sub Area Plan
- West Eagle Sub Area Plan
 - Staff coordinating efforts for focused update including scheduling work sessions & adoption hearings in next 2-3 months

POLICE DEPARTMENT



Calls for Service-

December 2020: 900

December 2019: 822

2020 Calls for Service: 10,867

2019 Calls for Service: 11,867

Your EPD team continued to attend to multiple calls for citizen/guest aid, motor vehicle accidents, parking issues, suspicious people, security checks, disturbances, abandoned vehicles, motorist assists, noise complaints, animal complaints, trespasses, welfare checks, VIN checks, sex offender checks, civil inquiries, assaults, frauds and traffic complaints. EPD officers continued to offer assistance to other agencies as well.

This month, officers also located and attended to the recovery of a stolen trailer from out of state, continue to investigate leads regarding occupants of a vehicle who came off I-70 to steal tires from another vehicle and have followed-up on leads after a person exited I70 and broke into a package container.

During periods of neighborhood patrols, officers stopped to praise kids for great examples in our community. One of these included two kids helping their mom shovel snow from their driveway. Both kids received junior police stickers. During a separate occasion, kids were allowed to check out the patrol vehicle and shown how to activate the emergency lights.

Officer Scriver and Officer Shaffer participated in the 2020 Wreaths Across America event at the Eagle Cemetery. *Organizers place a wreath in honor of a veteran to ensure that their sacrifice is remembered, yet again, and passed on to a new generation of Americans.*

2020 was a challenging year due to Covid19. However, members of the Eagle Police Department took the adaptations in stride and shifted their focus on opportunities to make a difference, in conjunction with our Mission, Vision and Values. One of these examples is the annual Shop with A Cop event.

Due to Covid19, several adaptations were made to ensure the holiday spirit could continue with those less fortunate in our community. Eagle County Schools identified families in need of a little extra elf-assistance. Children participating in the SWAC program were paired with a Town of Eagle Officer who spent a few hours with the child during school hours (or after school). Children were asked to provide a "wish list" for his/her family and for themselves. This list was passed onto Ops. Sgt. Buhlman, who shopped and coordinated gift wrapping "operations" with other EPD officers.

EPD observed that the list provided by the school was short and noted there was available funding for additional families. Ops. Sgt. Buhlman took the initiative to locate additional families on the school's giving tree. This brightened up the holidays for several more Eagle families this year!

EPD officers and their sergeants delivered wrapped gifts and food baskets to our SWAC families just prior to Christmas week. EPD had several excited kids and happy families! This was the largest SWAC event in EPD's history: 27 kids this year!

A special "Thank you!" to our SWAC personal sponsors and to our business sponsors: American National Bank, JB T-Shirts, Holly Cross Energy, TCC Roofing, All Mountain Tax Accounting, Stucco Works Inc., Balance Bookkeeping LLC, Sinclair and Slifer, Smith and Frampton Real Estate Team K2. Even with the impacts of Covid19, individuals and businesses continued to support this year's SWAC event!

Night shift officers were asked to check on a home from a gentleman who said they monitor the health of their family member using a phone APP out of state and the APP signaled an urgent warning. Officers located the home and did not get an answer at the door. Officers confirmed the information with the family member and found an unlocked door. Officers found the patient in a bedroom suffering from a medical crisis and summonsed an ambulance. The patient recovered and was very thankful for first responders.

Our nightshift officer stopped behind a rental vehicle with its hazard lights on near the overpass on I-70. As our officer was about to inquire with the occupant of the vehicle, our officer noticed the driver fiddling around with some items on his lap, which included white powder and a straw. The driver failed to adhere to our officer's direction to place the vehicle in park and to get out for a talk. The driver sped off at a high rate of speed. Our officer patched into Colorado State Patrol (CSP) and a Trooper attempted to stop the vehicle near Dotsero. CSP initiated a pursuit and the driver attempted to elude CSP in the canyon, only to turn around at Hanging Lake. Spike strips were used to bring the vehicle to a stop and the driver was apprehended and taken to jail, following a short foot chase.

Information was given to our dayshift officer regarding a subject who moved to Eagle who had a felony drug warrant. The officer confirmed this to be accurate and began an inquiry the subject's whereabouts. An associated vehicle was located by another officer and the subject was observed driving. The officer stopped the vehicle and placed the subject into custody. Officers were called to check on a male, who was subsequently noted to have several warrants, including one involving domestic violence. The subject was taken into custody.

A person called in to report that they felt too many people were at a holiday party several days prior and in violation of the public health order. Our officer was cautious and asked several questions to help evaluate the concern. The officer was able to provide education to the caller that the described event was not a violation, as the people at the home lived in the same household, one person was invited to the dinner party and at no time were in excess of the total amount of people.
Happy New Year!

County Court – Available upon request.

Local and Regional Calls for Service – Available at Dispatch



To: Mayor and Town Council

From: Bill Shrum, Assistant Town Manager

Date: January 12, 2021

Agenda Item: Ordinance No. 01, Series 2021 – “An Ordinance of the Town Council of the Town of Eagle, Colorado amending Chapter 5.03 of the Eagle Municipal Code to grant to Black Hills Colorado Gas, Inc. D/B/A Black Hills Energy, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the Town of Eagle, Colorado”.

REQUEST:

Staff requests that the Town Council review the franchise agreement between the Town of Eagle and Black Hills Energy for the provision of natural gas and host a Public Hearing for the first reading of the ordinance.

INTRODUCTION:

In 1966, Ordinance No. 123 provided the first franchise agreement between Black Hills Energy (then Rocky Mountain Natural Gas Company, Inc.) and the Town of Eagle. This franchise agreement expired in 1991, and while there were ordinance changes including the occupation tax passed by the Town Board at that time, the franchise was not renewed. From that point forward the Town and Black Hills Energy have operated without a franchise agreement, and both parties are motivated to adopt a new agreement. A draft of this agreement was brought to the Council on October 27, 2020 and agreed upon by the Council. The first reading of the franchise agreement is January 12, 2020, and a second reading is noticed and scheduled for February 9, 2020.

ANALYSIS:

There are some changes that were incorporated in this new franchise agreement when compared to the previous agreement which expired in 1994. The following amendments were made to accommodate Home Rule.

- The Town Charter restricts franchise agreements to 20 years or less. The draft is for a 15-year agreement.
- The Town Charter allows but does not require a franchise fee (a % of Black Hills’ gross receipts) to be in lieu of right-of-way permit fees and a business license. The Town is keeping the 2% franchise fee from previous agreement and requiring Black Hills Energy pay for construction permits within the Town right-of-way.

Additional language has been added to previous agreements which conform to the Town Charter, Long-Range Planning, and new technology:

- The Town will receive GIS franchise maps of Black Hills Energy infrastructure on a yearly basis or as requested.
- The Town added language to retain its police power.

COMMUNITY INPUT:

The process of the first reading of the franchise agreement is to solicit community input on the agreement.

BUDGET / STAFF IMPACT:

There is no budget/ staff impact to the review of the franchise agreement.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

A franchise agreement with Black Hills Energy is an action item towards the Strategic Goal of Matching Infrastructure to Quality of Life in the Town of Eagle. The action also fulfills a Guiding Principle of the Town to Protect Public Health, Safety, and the Environment.

RECOMMENDED ACTION OR PROPOSED MOTION:

Recommended action is to review the Black Hills Energy franchise agreement, allow for a Public Hearing on the franchise agreement; and

a **MOTION** to **APPROVE** on First Reading and set the Second Reading for February 9, 2021.

ATTACHMENTS:

Ordinance 01 2021 Black Hills Franchise-O110620.pdf

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 01
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AMENDING CHAPTER 5.03 OF THE EAGLE MUNICIPAL CODE TO GRANT TO BLACK HILLS COLORADO GAS, INC. D/B/A BLACK HILLS ENERGY, ITS LESSEES, SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE TOWN OF EAGLE, COLORADO

WHEREAS, Black Hills Energy or its predecessor has held a franchise and operated a gas system in the Town since September 6, 1966.

WHEREAS, the Town Council wishes to renew the agreement regulating Black Hills Energy's authority to construct, operate and maintain natural gas distribution within the Town, including the use of Town rights-of-way and codify the terms and conditions of the franchise agreement in Chapter 5.03 of the Town of Eagle Municipal Code;

WHEREAS, pursuant to Article IX of the Eagle Home Rule Charter and C.R.S. §§ 31-32-101 through 103, the Town may grant a franchise by ordinance after statutory notice and publication requirements have been met and after two readings of the ordinance;

WHEREAS, Black Hills Energy has satisfied the statutory notice requirements as evidenced by publisher's affidavit; and

WHEREAS, this Ordinance has been read twice, first on January 12, 2021 and next on February 9, 2021.

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

Section 1. Chapter 5.03 of the Eagle Municipal Code is amended by the addition of the following Sections 5.03.200 through 5.03.1800:

5.03.200. - Franchise granted.

The Town of Eagle, Colorado (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills Colorado Gas, Inc., d/b/a Black Hills Energy (formerly known as SourceGas Distribution LLC) (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor,

a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

5.03.300. – Term.

This franchise shall take effect on the first day of the month following the date this Ordinance is finally approved by the Colorado Public Utilities Commission (the “Effective Date”), at which time Grantee will begin to collect the franchise fee set forth herein, and this franchise shall remain in effect for a period of fifteen (15) years from the Effective Date of this Ordinance.

5.03.400. – Franchise fees or taxes.

A. In exchange for the franchise granted herein, Grantee shall collect from all customers, but not from the Town of Eagle, located within the corporate limits of Grantor and pay to Grantor an amount equal to two percent (2%) of gross receipts Grantee derives from the sale, distribution or transportation of gas delivered within the present or future limits of Grantor. Gross receipts as used herein are revenues received from the sale, distribution or transportation of gas, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

B. The amount paid by Grantee shall be in addition to and separate from fees, charges, taxes and assessments Grantor imposes generally for the privilege of doing business within the present or future corporate limits of Grantor, including, without limitation, licensing fees, right-of-way permit fees, and the gas company occupation tax imposed by this Chapter, as amended, in the amount currently set at \$1,500 per calendar month on every gas company that sells, provides, supplies, delivers, or distributes gas within the Town.

C. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of Grantor shall not be deemed to affect Grantee’s obligations under this section.

D. Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If at any time the Colorado Public Utilities Commission or other authority having proper jurisdiction prohibits such recovery, then Grantee will no longer be obligated to collect and pay the franchise fee. Any customer refunds ordered by the Commission or other authority due to an unlawful or prohibited

collection of the franchise fee collected by Grantee and remitted to Grantor shall be refunded by Grantor.

E. Within ten (10) days of the date of this Ordinance, Grantor shall provide Grantee with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Grantee in determining whether their customers reside within Grantor's corporate limits. The Map along with Grantee's Geographic Information System ("GIS") mapping information shall serve as the basis for determining Grantee's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Grantor's corporate limits are changed by annexation or otherwise, it shall be the Grantor's sole responsibility to (a) update the Map so that the changes are included therein, and (b) provide the updated Map to the Grantee.

F. Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after Grantee's receipt from the Grantor of an updated Map including the annexed area, or (b) after Grantee's receipt from the Grantor of an updated Map including the annexed area as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee; provided, further that neither party shall have the obligation to correct a mistake, including but not limited to collection of the fee by Grantee from its customers or remittance of that fee by Grantee to Grantor, that is discovered more than one (1) year after the occurrence thereof. Grantor shall indemnify Grantee from claims of any nature, including attorney fees, arising out of or related to the imposition and collection of the franchise fee. In addition, Grantee shall not be liable for paying franchise fees from or to any customer originally or subsequently identified, or incorrectly identified, by Grantor or by Grantee, as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

G. Grantor shall have access to and the right to examine, during normal business hours, such of Grantee's books, receipts, files, records and documents as is necessary to verify the accuracy of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, the mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to Grantor.

5.03.500. – Periodic review.

Five (5) years from the date of enactment of this Ordinance, and every five years thereafter until the end of the term as defined herein, Grantor may review the terms of this Ordinance. Grantor shall notify Grantee in writing, no later than one hundred and eighty (180) days before each five (5) year anniversary of the Effective Date if it desires to amend this Ordinance. Any amendment adopted must occur through mutual agreement of Grantor and Grantee.

5.03.600. – Police power reserved.

The right is hereby reserved to Grantor to adopt, from time to time, in addition to the provisions herein contained, such ordinance as may be deemed necessary in the exercise of its police power, provided that such regulation shall be reasonable and not destructive of the rights herein granted and not in conflict with the laws of the State or with orders of other authorities having jurisdiction in the Town.

5.03.700. – Governing rules and regulations.

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

5.03.800. – Provision for inadequate energy supplies.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

5.03.900. – Construction and maintenance of Grantee's facilities.

A. Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

B. Grantee agrees that for the term of this franchise, it will use its best efforts to maintain

its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance and shall fix its excavations as required by Grantor's municipal code, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation. Pursuant to Section 13.18.080(C) of the Eagle Municipal Code, as amended, upon meeting the annual permit requirements annually, Grantee shall be exempt from deposit and security bond requirements. Grantor shall review and issue permits to Grantee in accordance with Section 13.18.060 of the Eagle Municipal Code, as amended. Within twenty days of receipt of the permit application, Grantor shall approve or disapprove application. Grantee will provide GIS system maps annually, and upon request.

C. Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. Likewise, Grantee will give Grantor reasonable notice of plans for facilities that will impact the right-of-way. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor or Grantee, as appropriate, will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given as soon as practical in advance of the actual commencement of the other party's work, considering seasonable working conditions, to permit the other party to make any additions, alterations, or repairs to its facilities.

5.03.1000. – Extension of Grantee's facilities.

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Colorado Public Utilities Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

5.03.1100. – Relocation of Grantee's facilities.

A. If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the sole cost and expense of Grantee.

B. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is

necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation from the commercial or private developer or other non-public entity as a precondition to relocating its facilities or equipment.

C. Grantor will consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of-way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

5.03.1200. – Confidential information.

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

5.03.1300. – Force majeure.

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

5.03.1400. – Hold harmless.

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

5.03.1500. – Successors and assigns.

Upon written approval of Grantor, which shall not be unreasonably withheld, all rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and, when so approved, all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

5.03.1600. – No third-party beneficiaries.

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

5.03.1700. – Non-waiver.

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

5.03.1800. – Effect and interpretation.

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

Section 2. This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 123 of the Town of Eagle, Colorado, is hereby repealed as of the Effective Date hereof.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 5. Effective date. Upon final passage and approval of this Ordinance by Grantor, in accordance with applicable laws and regulations, Grantee shall file its acceptance by written instrument, within sixty (60) days of passage by the Town Council, with the Clerk of the Town of Eagle, Colorado. The Clerk of the Town of Eagle, Colorado shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

INTRODUCED ON FIRST READING ON JANUARY 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON SECOND READING ON FEBRUARY 9, 2021.

Certificate and the attestation of the Town Clerk

I, Jenny Rakow, the duly qualified and acting Town Clerk of the Town of Eagle, Eagle County, Colorado, certify that Ordinance No. 01 Series of 2021, of said Town granting to Black Hills Energy a franchise for the purpose therein mentioned was, introduced and read and passed at the regular meeting of the Town Council of said Town, held on February 9, 2021.

That after said ordinance was passed and adopted by the Town Council of said Town it was presented to Scott Turnipseed, the Mayor of said Town, and was immediately signed by the Mayor and attested by me as Town Clerk under the Seal of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Town of Eagle, Eagle County, Colorado on this 9th day of February 2021.

Jenny Rakow, Town Clerk

PUBLIC NOTICE OF APPLICATION FOR FRANCHISE
BY BLACK HILLS COLORADO GAS, INC. D/B/A BLACK HILLS ENERGY

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that at the regular meeting of the Town Council of the Town of Eagle, County of Eagle, State of Colorado, to be held on January 12, 2021, at the hour of 6:00 p.m. at its usual place of meeting in the Town of Eagle, Colorado, Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, intends to apply to said Town Council for the passage of an ordinance granting a franchise by the Town of Eagle, Colorado to Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, its successors and assigns, to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of the Town of Eagle, Eagle County, Colorado, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants in said Town of Eagle, fixing the terms and conditions thereof and repealing Ordinance No. 123.

Published in the Eagle Valley Enterprise: December 24, 31, 2020, and January 7, 2021

Published in the Vail Daily: December 24, 25, 26, 31, 2020, January 1, 2, 7, 8, 9, 2021.



To: Mayor and Town Council

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

Date: January 12, 2021

Agenda Item: Haymeadow Filing 1, 1st Amendment

REQUEST:

The applicant, Abrika Properties, LLC and Rick Pylman with Pylman & Associates, are requesting approval to amend the Final Plat for Haymeadow Filing 1 to reflect as-built utilities and other minor adjustments.

INTRODUCTION:

The Final Plat for Filing 1 of the Haymeadow project was approved by the Town of Eagle on May 14, 2019. The approval for Filing 1 included the platting of the 660-acre property and Phase 1 infrastructure plans. The first phase also includes platting a portion of Neighborhood A1 for multi-family parcels and single family/duplex lots and dedication requirements set forth in the Annexation and Development Agreement (ADA).

Infrastructure work for Phase 1 commenced after the final plat was approved. The Public Works and Engineering Department were responsible for reviewing and approving the infrastructure plans. With the installation of utilities in the field, it became apparent that some of the as-built locations did not match up with the previously approved easements on the plat. This request is to only modify specific previously-platted easements; no other changes are included in this amendment.

Plat reviews have been completed by Planning, Public Works, Town Attorney, and the Surveying Consultant. A condition of approval has been added to address all staff/surveying comments prior to recordation of the amended plat.

ANALYSIS:

The Final Plat has been reviewed by Public Works, Engineering, Planning, Town Attorney, and a third-party surveyor to ensure that the document has been prepared accordingly. All comments have been sent to the applicant. As of this writing, staff has received the amended document and has sent it out for agency review.

Section 4.12.030.L.1. *Review for conformance with approved preliminary subdivision plan and for compliance with the requirements for final subdivision plat.*

Staff Comment: During the initial review of Filing 1 in 2018/2019 staff found that the Final Plat was in general conformance with the approved Preliminary Plan, though there were several adjustments, such as: the Final Plat included the entirety of the property, whereas the preliminary plat did not; specific acreages for all tracts and lots, whereas the Preliminary Plan only included tract and lot lettering/numbering; addresses and street names; etc.

Staff has reviewed the amended plat submitted by the applicant against the approved Final Plat for Haymeadow Filing 1 as well as the engineering as-builts. A redlined copy of the plat with staff changes, comments and questions has been provided to the applicant. The applicant has agreed to incorporate staff's redlines into the plat prior to recordation.

Staff finds that the application for the Haymeadow Filing 1, 1st Amendment is in compliance with Code standards and is consistent with the Final Plat for Haymeadow Filing 1 approved May 14, 2019. The Final Plat for Filing 1 was found to be in compliance with the approved Preliminary Plan.

Section 4.12.030.L.2. *The Town's Engineer or surveying consultant shall compare the legal description of the subject property with the county records to ensure that:*

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

Staff Comment: The Town's third-party surveyor has reviewed the legal description and subsequent requirements and has provided comments. Staff recommends that a condition of approval be included in the decision; that comments from the surveyor be incorporated into the Final Plat prior to recording.

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

COMMUNITY INPUT:

No public comments have been received for this application.

BUDGET / STAFF IMPACT:

No impact to budget or staff.

2020 STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This plat amendment does not directly support the Strategic Plan; however, it does allow the project to continue to move forward and fix the discrepancies between the as-builts and the easements as shown on the 2019 Final Plat.

PROPOSED MOTION AND FINDINGS:

On January 5, 2021 the Planning and Zoning Commission held a properly-noticed public hearing on the application and recommended that Town Council approve the Final Plat with conditions.

I move to approve Resolution 07, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for Haymeadow Filing 1, 1st Amendment with the following findings of fact:

1. The application, with conditions, complies with the previously approved Final Plat for Haymeadow Filing 1; and
2. Complies with Title 4, Section 4.12 of the Town of Eagle Municipal Code; and
3. Has been reviewed by a surveying consultant and comments have been accepted by the applicant as required by Section 4.12.030.L.2.

And with the following conditions:

1. Within 30 days of the date of this Resolution, the Applicant shall make technical changes to the Final Plat as directed by Town staff; and
2. The Final Plat shall be recorded before March 1, 2021. The Town Planner may grant one administrative extension of this deadline, of up to 180 days, upon good cause shown, without notice. Any further extensions must be considered by the Town Council.

ATTACHMENTS:

- Resolution No. 7
- P&Z Minutes dated January 5, 2021
- Application & Narrative
- Final Plat – Filing 1, 1st Amendment



AGENDA
Planning & Zoning Commission
Tuesday, January 5, 2021
6:00 PM

ON-LINE MEETING

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

PUBLIC WIFI - TOEG – townofeagle2019

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. Virtual Meeting Procedure

- [Register in advance for this meeting here.](#)
- Public comments can be made when the Chair opens the public comment. Please prompt through Zoom to raise your hand and you will be called on when it is your turn.
- All public attendees will be muted during the meeting, unless the Chair or meeting facilitator invites them to speak live during the meeting.
- Meetings are recorded and will be published on the Town's webpage.
- For technical difficulties, please email peyton.heitzman@townofeagle.org and we will do our best to assist you.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Co-Chair Gregg called the meeting to order at 6:00pm.

COMMISSIONERS PRESENT

Jesse Gregg, Kyle Hoiland, Bill Nutkins, Robert Townsend, Lani Webb, Keegan Winkeller, Charlie Perkins (joined at 6:06)

COMMISSIONERS ABSENT

Matthew Hood

STAFF

Chad Phillips – Community Development Director
Angie Kyle - Administrative Tech II
Jessica Lake - Planner I
Peyton Heitzman – Planner I
Dennis Wike – Town Engineer

PUBLIC HEARINGS

1. Project: Haymeadow Filing 1, 1st Amendment

File # S20-01
Applicant: Brandon Cohen, Abrika Properties, LLC
Rick Pylman, Pylman & Associates
Location Haymeadow Filing 1 (a portion of the 660 acres along Brush Creek Rd)
Staff Contact: Jessica Lake, Planner I
Request: A request to update the final plat for Haymeadow Filing 1 to reflect as-built utilities and other minor adjustments.

STAFF PRESENTATION

Jessica Lake presented the file to request to update the final plat for Haymeadow Filing 1 to reflect as-built utilities and other minor adjustments. This project is an amended final plat, the original was approved by Council in the Spring of 2019. This amended plat revises easements from the first phase of construction, which included only infrastructure. This plat doesn't change any lot lines or densities within the project. Currently, the easements don't match up with the infrastructure that was installed; this is what this amendment seeks to address. The applicant provided staff with a version of the 2019 plat in which the changes were highlighted. This version was sent to other departments to aid in the review process.

The code does not specifically include a process to amend a final plat, but after discussions, staff determined that the final plat process was the most appropriate for this application. The Standards for Final Subdivision Plat are to Review for conformance with approved preliminary subdivision plan for compliance with the requirements for final subdivision plat. The Town's Engineer or surveying consultant shall compare the legal description of the subject property with the county records to ensure that: 1) The property described contains all contiguous single ownership; 2) The lots and parcels have descriptions which both close and contain the area indicated; and 3) The plat is correct in accordance with surveying and platting standards of the State.

Standard 1, Staff finds that the application is in general compliance with Code standards and is consistent with the final plat for Haymeadow Filing 1. Standard 2, The Town's surveyor has reviewed the legal description and subsequent requirements and has provided comments. Staff is recommending a condition of approval for all staff/surveyor comments to be incorporated prior to recordation.

Staff recommends approval with conditions of file S20-01 Haymeadow Filing 1, 1st Amendment based on Standards (1) and (2) of Section 4.12.030. of the Municipal Code. Specifically, finding that the application: complies with the previously approved final plat for Haymeadow Filing 1 as required by Section 4.12.030.L.1; and has been reviewed by a surveying consultant and comments have been accepted by the applicant as required by Section 4.12.030.L.2.

Conditions of approval:

- Within 30 days of the date of this Resolution, the Applicant shall make technical changes to the Final Plat as directed by Town staff; and
- The Final Plat shall be recorded before March 1, 2021. The Town Planner may grant one administrative extension of this deadline, of up to 180 days, upon good cause shown. Any further extensions must be considered by the Town Council.

Q&A

Commissioner Hoiland asked if staff was made aware of the changes during the process or was staff just made aware of these? Staff responded that there were conversations with Public Works prior to the work and that everyone was aware that there were going to be changes after the fact. Dennis Wike, Town Engineer, informed that he started at the end of March and was involved with some of the work related to Haymeadow. John Boyd, Public Works Operations Manager and Dan McFadden, Public Works Inspector were working with Haymeadow representatives and were primarily involved in making these tweaks to the infrastructure plan. This file is to ensure that all these changes are being captured appropriately. These are all minor adjustments.

PUBLIC COMMENT

Co-Chair Gregg opened Public Comment at 6:10pm. There was no public comment. Public Comment closed at 6:10pm.

DELIBERATION

Commissioner Nutkins suggested that since Public Works has been working with the applicant, and that the file has been reviewed by Planning, that the Commission should go forward with a motion. Commissioner Webb agreed.

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO APPROVE APPROVAL WITH CONDITIONS OF FILE S20-01 HAYMEADOW FILING 1, 1ST AMENDMENT BASED ON STANDARDS (1) AND (2) OF SECTION 4.12.030. OF THE MUNICIPAL CODE, WITH THE FOLLOWING CONDITIONS:

- 1. WITHIN 30 DAYS OF THE DATE OF THIS RESOLUTION, THE APPLICANT SHALL MAKE TECHNICAL CHANGES TO THE FINAL PLAT AS DIRECTED BY TOWN STAFF; AND**
- 2. THE FINAL PLAT SHALL BE RECORDED BEFORE MARCH 1, 2021. THE TOWN PLANNER MAY GRANT ONE ADMINISTRATIVE EXTENSION OF THIS DEADLINE, OF UP TO 180 DAYS, UPON GOOD CAUSE SHOWN. ANY FURTHER EXTENSIONS MUST BE CONSIDERED BY THE TOWN COUNCIL.**

MOTION WAS SECONDED BY COMMISSIONER ROBERT TOWNSEND AND PASSED WITH A VOTE OF 6 (GREGG, NUTKINS, TOWNSEND, WEBB, WINKELLER, HOILAND, PERKINS) IN FAVOR AND 0 OPPOSED.



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

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME First Amendment Haymeadow Filing 1

PRESENT ZONE DISTRICT PUD **PROPOSED ZONE DISTRICT** PUD
(if applicable)

LOCATION

STREET ADDRESS N/A

PROPERTY DESCRIPTION

SUBDIVISION Haymeadow Filing 1 **LOT(S)** _____ **BLOCK** _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE update plat to reflect as-built easements & minor lot line adjustments

APPLICANT NAME ABRIKA Properties, LLC **PHONE** 352-854-7753

ADDRESS 8250 Southwest 27th Ave. Ocala FL 34476 **EMAIL** brandon@abrika.com

OWNER OF RECORD same as above **PHONE** _____

ADDRESS _____ **EMAIL** _____

REPRESENTATIVE* _____ **PHONE** _____

ADDRESS _____ **EMAIL** _____

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

APPLICATION SUBMITTAL ITEMS:

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

- ☒ Applicable fees and deposits.
- ☒ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☐ Surrounding and interested Property Ownership Report (see project specific checklist for more information).
- ☐ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☒ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

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

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



Signature

Date

FOR OFFICE USE ONLY

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



December 2, 2020

Ms. Jessica Lake
Town of Eagle Community Development
PO Box 609
Eagle, CO 81632

HAND DELIVERED & via EMAIL

Re: Haymeadow PUD Final Plat – correction version

Dear Jessica:

Please accept this letter and the attachments as a formal application for Subdivision Final Plat application for the Haymeadow PUD.

This plat adjustment for Haymeadow Filing 1 has been a regular topic of discussion in our weekly Town of Eagle construction update meetings and will be familiar to the Public Works and Engineering staff. This is a required step in our final acceptance process. The plat adjustment revises the Haymeadow Filing 1 Final Plat by updating as-built shallow utility, water and sewer easements to reflect changes to the construction plans that were made during the construction process. Town of Eagle Public Works and Engineering staff are familiar with all proposed adjustments. There are no changes to any lot lines, only to easements that benefit utility companies or the public.

This amended plat does not create any change to any existing platted parcels, does not create any new parcels, does not change the density or land use of any existing parcels and does not affect any open space parcels in any adverse manner.

Under cover of this letter please find:

- One executed application form for a Subdivision Lot Line Adjustment.
- A check in the amount of \$2,650.00 representing an application fee of \$ 1,250 and a deposit fee of \$1,400.00.
- Four copies of the Lot Line Adjustment Final Plat.
 - 2 copies of a “redlined” version indicating the revisions from the currently approved plat.
 - List of adjacent land owners, internal land owners and mineral rights owners.

This cover letter serves as the project description/narrative. I will submit a digital version of these documents via email. If Town Staff would like an AutoCad version for review please

let us know and we will send that file to the appropriate person.

If you have any questions or require additional information please contact me at your convenience.

Sincerely,

Rick Pylman

Rick Pylman

Copy:

Brandon Cohen, ABRIKA Properties, LLC

Michael Hood, Cairn Consulting Services,

Scott Hemmen, PLS, SGM Engineering

Gary Brooks, Alpine Engineering, Inc.

Bryon McGinnis, Town of Eagle

The undersigned: Abrika Properties, LLC, Haymeadow Metropolitan District and the Town of Eagle being the sole owner in fee simple of all that real property described as follows:

First Amendment Haymeadow Filing 1, A Subdivision of the Town of Eagle, County of Eagle, State of Colorado; and does hereby make the following dedications and grants:

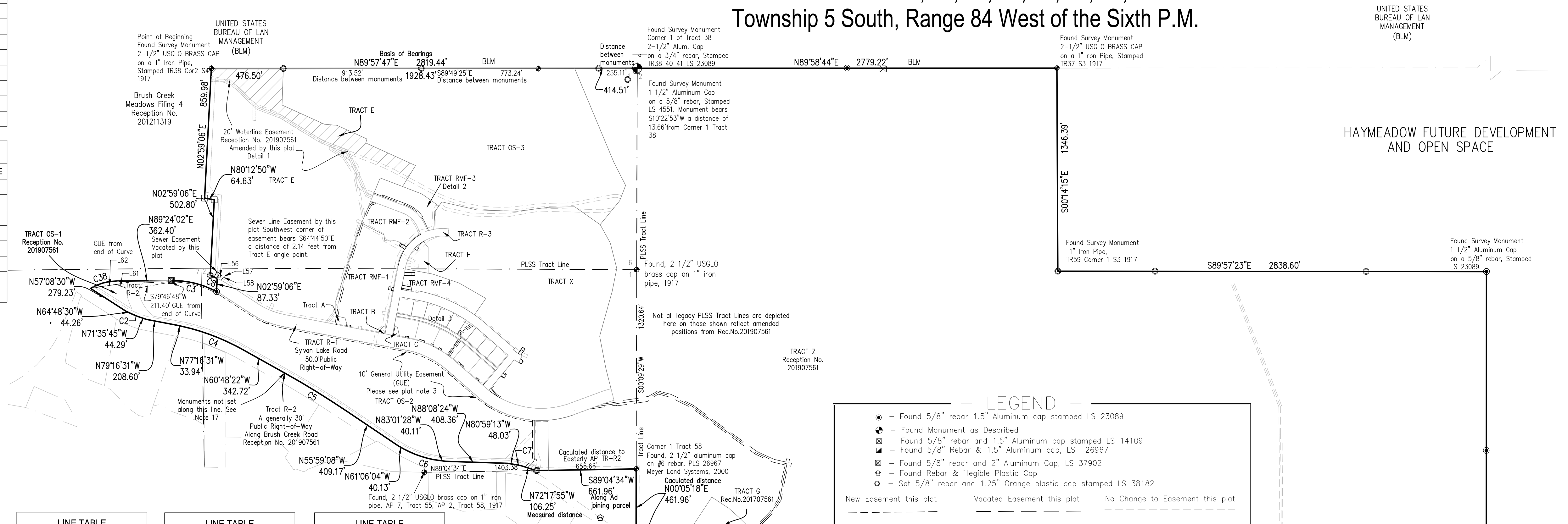
The dedication of the easements shown hereon to the Town preclude the installation of improvements, including but not limited to trees, shrubs, rocks, the deposit of materials, or the alteration of existing ground elevation within the easement area which could in any manner impair the Town's or other service providers' use of the easement as provided in this dedication. The undersigned accepts the responsibility for the completion of all required public improvements for First Amendment Plot Haymeadow Filing 1, A Subdivision of the Town of Eagle, County of Colorado.

PLS 38182 for and
on the behalf of Son

Deputy

Sheet No.

First Amendment Haymeadow Filing 1,
Subdivision of the Town of Eagle, Colorado
Situating in Tracts 37, 38, 44, 55, 59, 61, 62, and 63
Township 5 South, Range 84 West of the Sixth P.M.



- LINE TABLE -			- LINE TABLE -		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L29	N10°37'08"E	12.00'	L37	N30°12'53"E	7.91'
L30	N10°37'08"E	12.00'	L38	N50°06'05"W	7.38'
L31	N41°02'18"E	12.00'	L39	N61°51'30"W	19.60'
L32	S41°02'18"E	12.00'	L40	S61°51'30"E	16.40'
L33	N53°57'18"W	7.12'	L41	S50°06'05"E	4.78'
L34	N37°11'59"E	20.74'	L42	S48°55'44"E	17.05'
L35	N43°20'42"W	52.33'	L43	S48°55'44"E	23.76'
L36	N59°47'07"W	51.03'	L44	N34°34'28"E	30.55'

- LINE TABLE -			- LINE TABLE -		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L45	S34°34'28"W	31.96'	L53	N89°31'04"E	42.01'
L46	N79°06'09"W	34.34'	L54	N58°19'27"W	21.00'
L47	S79°06'09"E	34.34'	L55	S58°19'27"E	16.72'
L48	S79°53'16"E	31.53'	L56	S52°33'33"W	46.70'
L49	S10°54'37"W	11.59'	L57	N37°24'27"W	20.00'
L50	S79°05'23"E	34.21'	L58	N52°35'33"E	36.80'
L51	N79°06'09"W	65.73'	L59	S56°08'18"E	45.29'
L52	S89°31'04"W	46.74'	L60	N56°08'18"E	44.95'

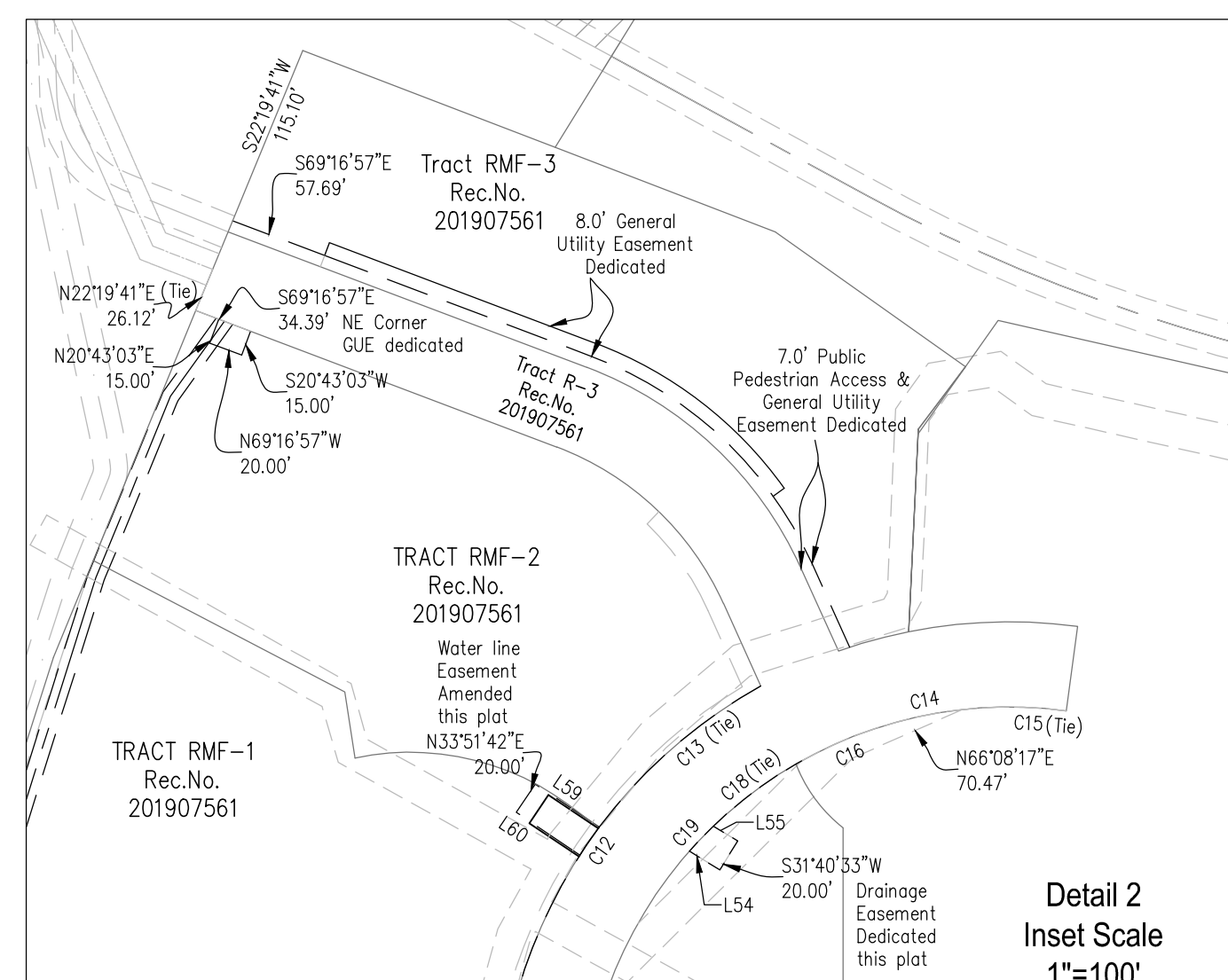
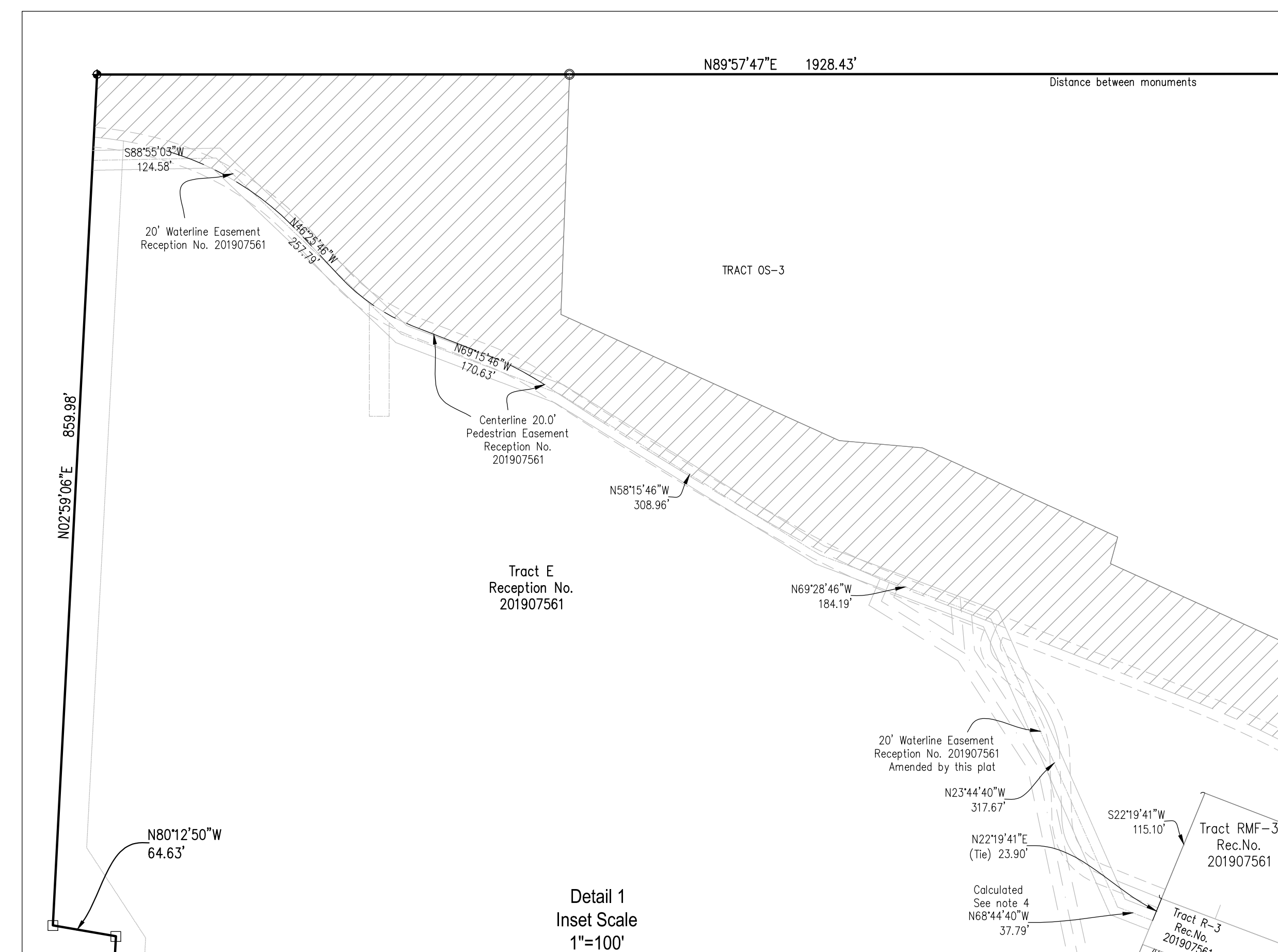
- LINE TABLE -		
LINE #	BEARING	DISTANCE
L61	S70°02'33"E	64.71'
L62	N81°15'19"E	171.79'

- CURVE TABLE -					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	57.57'	486.00'	6°14'13"	N68°12'08"W	57.53'
C3	311.74'	620.00'	28°48'31"	S76°12'26"E	308.47'
C4	370.57'	1467.33'	14°28'09"	N70°02'26"W	369.58'
C5	485.00'	5764.58'	4°49'14"	N58°23'45"W	484.86'
C6	254.45'	665.00'	21°55'24"	N72°03'46"W	252.90'
C7	42.30'	585.00'	4°08'34"	N78°54'56"W	42.29'
C8	49.66'	745.00'	4°03'53"	N66°52'02"W	49.65'
C10	493.22'	600.00'	2°35'55"	N53°01'32"E	293.19'
C38	180.68'	343.00'	30°10'50"	N74°17'54"E	178.59'

- LINE TABLE -		
LINE #	BEARING	DISTANCE
L1	N79°30'59"W	166.80'
L2	N79°41'31"W	89.23'
L3	N69°00'09"W	48.79'
L4	N65°35'39"W	53.04'
L5	N55°20'50"W	61.81'
L6	N47°15'27"W	52.82'
L7	N44°46'44"W	97.90'
L8	N57°28'07"W	17.09'

- LINE TABLE -		
LINE #	BEARING	DISTANCE
L9	N63°53'22"W	98.91'
L10	N00°26'38"E	32.80'
L11	N87°39'09"W	53.69'
L12	N71°51'06"W	155.57'
L13	S72°09'52"E	105.30
L16	N71°00'00"W	41.08'
L17	N30°00'27"E	13.58'
L18	N62°02'32"W	50.05'

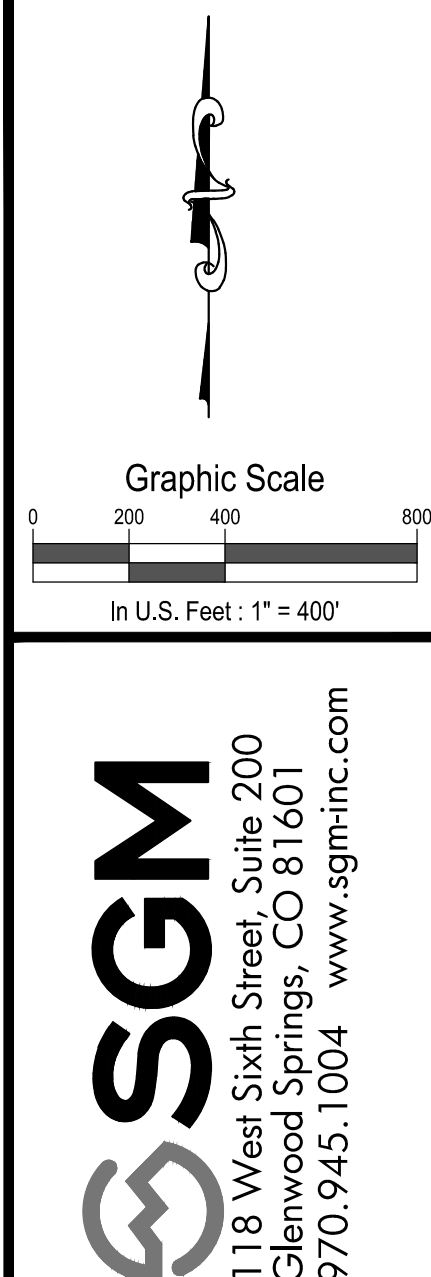
- LINE TABLE -		
LINE #	BEARING	DISTANCE
L19	S25°22'18"W	240.90'
L20	N57°11'23"W	36.26'
L21	N54°19'30"W	105.80'
L22	N51°43'35"W	115.13'
L23	N52°59'59"W	33.80'



- CURVE TABLE -					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C12	20.01'	300.00'	3°49'16"	S34°50'07"W	20.00'
C13	126.75'	300.00'	24°12'26"	S48°50'58"W	125.81'
C14	160.80'	250.00'	36°51'12"	N79°17'29"E	158.04'
C15	61.02'	250.00'	13°59'02"	S89°16'26"E	60.86'
C16	99.79'	250.00'	22°52'10"	N72°17'58"E	99.13'
C17	135.34'	300.00'	25°50'54"	S23°49'18"W	134.20'
C18	60.72'	250.00'	13°55'01"	N53°02'26"E	60.58'
C19	20.46'	250.00'	4°41'18"	N43°44'16"E	20.45'
C20	65.35'	620.00'	6°02'22"	S72°49'09"W	65.32'
C23	180.15'	640.00'	16°07'42"	N77°49'45"E	179.56'

<u>- CURVE TABLE -</u>					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C37	38.14'	629.81'	3°28'12"	S52°15'05"E	38.14'

- CURVE TABLE -					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C24	684.91'	640.00'	61°18'58"	N79°34'33"W	652.69'
C25	267.69'	640.00'	23°57'52"	S81°44'54"W	265.74'
C26	47.20'	600.00'	45°04'12"	S22°24'42"W	45.99'
C27	50.14'	900.00'	31°11'32"	S42°47'55"E	50.14'
C28	82.76'	900.00'	51°16'08"	N53°45'37"W	82.73'
C29	112.62'	560.00'	11°31'20"	S67°40'26"E	112.43'
C30	34.94'	325.00'	6°09'37"	S50°28'30"E	34.93'
C31	127.91'	471.63'	15°32'18"	S62°05'54"E	127.61'
C34	90.62'	2270.00'	21°17'14"	S56°58'45"E	90.61'
C36	193.81'	2980.00'	34°43'35"	S56°15'34"E	193.78'



First Amendment Haymeadow
Filing 1, A Subdivision of the
Town of Eagle, County of
Colorado

Revision	#	Byte
	1	
	2	
	3	
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	5	
	6	
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Job No.	2016-277.003	
Drawn by:	sah	
Date:	October 7 2020	
Approved:	--	PLS: sah
File:	Haumesadrow Filinn 1 First Amended Plat	

Title:

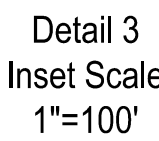
First Amendment
Haymeadow Filing 1

Sheet No. _____

2

Of - 3

I:\2016\2016-277-Haymeadows\003-Survey\H-Dwgs\Surv\Dwgs\BasesMaps\Haymeadow Filing 1 First Amended Plat.dwg Plotted: 11/30/2020 12:05 PM By: Scott Hemmen



LINE #	BEARING	DISTANCE
L37	N30°12'53"E	7.38'
L38	N50°06'05"W	7.91'
L39	N61°51'30"W	19.60'
L40	S61°51'30"E	16.40'
L41	S50°06'05"E	4.78'
L42	S48°55'44"E	17.05'
L43	S48°55'44"E	23.76'
L44	N34°34'28"E	30.55'

LINE #	BEARING	DISTANCE
L53	N89°31'04"E	42.71'
L54	N58°19'27"W	21.00'
L55	S58°19'27"E	16.72'
L56	S52°35'33"W	46.70'
L57	N37°24'27"W	20.00'
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L60	N56°08'18"W	44.95'

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C13	126.75'	300.00'	24°12'26"	S48°50'58"W	125.81'
C14	160.80'	250.00'	36°51'12"	N79°17'29"E	158.04'
C15	61.02'	250.00'	13°59'02"	S89°16'26"E	60.86'
C16	99.79'	250.00'	22°52'10"	N72°17'58"E	99.13'
C17	135.34'	300.00'	25°50'54"	S23°49'18"W	134.20'
C18	60.72'	250.00'	13°55'01"	N53°02'26"E	60.58'
C19	20.46'	250.00'	4°41'18"	N43°44'16"E	20.45'
C20	65.35'	620.00'	6°02'22"	S72°47'09"W	65.32'
C23	180.15'	640.00'	16°07'42"	N77°49'49"E	179.56'

- CURVE TABLE -					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
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- CURVE TABLE -					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
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C27	50.14'	900.00'	3°11'32"	S54°47'55"E	50.14'
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C29	112.62'	560.00'	11°31'20"	S57°40'26"E	112.43'
C30	34.84'	325.00'	6°09'37"	S60°28'30"E	34.93'
C31	127.91'	471.63'	15°32'18"	S65°05'54"E	127.51'
C34	90.62'	2280.00'	2°17'14"	S66°58'45"E	90.61'
C36	193.81'	2980.00'	3°43'35"	S56°15'34"E	193.78'



#	Revision	Byte
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Sheet No. 3

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 7
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE FINAL PLAT FOR HAYMEADOW FILING 1, 1ST AMENDMENT

WHEREAS, ABRIKA Properties, LLC and the Town own the real property located in Tracts 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on December 2, 2020, Rick Pylman (the "Applicant") submitted an application to amend the final plat for Haymeadow Filing 1 to reflect as-built utilities and other minor adjustments (the "Application");

WHEREAS, on January 5, 2021, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the Final Plat with conditions;

WHEREAS, on January 12, 2021, the Town Council held a properly-noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

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

Section 2. Based on the foregoing findings, the Town Council hereby approves the Final Plat for Haymeadow Filing 1, 1st Amendment, subject to the following conditions:

a. Within 30 days of the date of this Resolution, the Applicant shall make technical changes to the Final Plat as directed by Town staff; and

b. The Final Plat shall be recorded before March 1, 2021. The Town Planner may grant one administrative extension of this deadline, of up to 180 days, upon good cause shown, without notice. Any further extensions must be considered by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: January 12, 2021

Agenda Item: Resolution No. 12, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding by and between Abrika Properties, LLC and the Town of Eagle"

REQUEST:

Staff requests that the Town Council review a resolution establishing a Memorandum of Understanding (MOU) with Abrika Properties, LLC to proceed forward with their application that includes swapping Tract E for Tract X, in Haymeadow Filing No. 1 for a school site.

INTRODUCTION:

In 2019, The Town of Eagle approved Filing No. 1 which included a land dedication in Tract E for a school site. Haymeadow desires to swap Tract E for Tract X for the school site. They are asking the Town Council to execute an MOU that will give assurances to Haymeadow to move forward with the swap proposal in their PUD amendment. The MOU is not binding and an approval to proceed forward does not mean there is an approval of the proposal. The purpose of the MOU is a notice to proceed with the proposal in their amendment application. The MOU does not change the land use process or outcome of that process. Matt M. the Town Attorney will address this agenda item and will answer any questions by the Town Council.

ANALYSIS:

MOU Provisions

- The Town and Haymeadow agree to proceed forward with the swap of Tract E in their PUD amendment application.
- The MOU is not binding, and the official amendment will follow all quasi-judicial land use processes.
- The MOU outlines the steps required if the swap is approved following the land use process.
- The Town has the right to withdraw its consent to the processing of any land use application affecting Town-owned property.

COMMUNITY INPUT:

Community input was received over the last few months with letters from residents, businesses, and stakeholders. The feedback will be included as part of the record when the public hearing is scheduled and noticed.

BUDGET / STAFF IMPACT:

There is no impact on the budget and staff associated with this agenda item.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal does not align with any standards as it is an administrative request made by Abrika Properties, LLC.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution No. 12, Series 2021, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding by and between Abrika Properties, LLC and the Town of Eagle”

ATTACHMENTS:

- Resolution No. 12
- Memorandum of Understanding

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 12
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN ABRIKA
PROPERTIES LLC AND THE TOWN OF EAGLE

WHEREAS, Abrika Properties LLC is the developer of certain real property in the Town of Eagle, Colorado, known as the Haymeadow development (the "Property");

WHEREAS, The Town and Abrika are parties to that certain "Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, Also Known as the Haymeadow PUD", dated March 5, 2014, and recorded in the real property records of Eagle County, Colorado, on May 30, 2014, as Reception No. 201408816 (the "ADA"), which relates to the Property;

WHEREAS, Abrika has conveyed to the Town certain real property legally described as Tract E, Haymeadow Filing No. 1 ("Tract E"), as contemplated by Section 15 of the ADA. Section 15 of the ADA further contemplates that a portion of Tract E will be conveyed from the Town to the Eagle County School District ("ECSD") for use as a school site;

WHEREAS, Abrika is interested in pursuing the possibility of using a portion of Tract E for residential development. ECSD has indicated to Abrika that it is willing to consider a swap of land within Tract E for other property located within Tract X, Haymeadow Filing No. 1, which may be more suitable for a school site within Haymeadow;

WHEREAS, Abrika desires to pursue the land use processes that would be necessary to permit Abrika to accomplish the swap of property and development of residential housing units on a portion of Tract E, including, without limitation, amendment of the PUD Guide to permit residential development on Tract E; and

WHEREAS, Abrika and the Town wish to enter into the Memorandum of Understanding, attached hereto as **Exhibit A** and made a part hereof by this reference (the "MOU"), to set forth the process for, and certain understandings related to, the Town joining in the land use applications necessary to achieve the land swap.

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

Section 1. The Town Council hereby approves the MOU in substantially the same form as attached hereto as **Exhibit A**, and in a form approved by the Town Attorney.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into on January __, 2021, by and between Abrika Properties LLC, a Florida limited liability company (“Abrika”) and the Town of Eagle, Colorado, a Colorado home rule municipal corporation (the “Town”).

RECITALS

A. Abrika is the developer of certain real property in the Town of Eagle, Colorado, known as the Haymeadow development and as more particularly described in the ADA (hereinafter defined) (the “Property”).

B. The Town and Abrika are parties to that certain “Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, Also Known as the Haymeadow PUD”, dated March 5, 2014, and recorded in the real property records of Eagle County, Colorado, on May 30, 2014, as Reception No. 201408816 (the “ADA”), which relates to the Property.

C. The Property is subject to the PUD Preliminary Plan recorded _____ and the PUD Guide recorded _____ (the “PUD Guide”).

D. Abrika has conveyed to the Town certain real property legally described as Tract E, Haymeadow Filing No. 1 (“Tract E”), as contemplated by Section 15 of the ADA. Section 15 of the ADA further contemplates that a portion of Tract E will be conveyed from the Town to the Eagle County School District (“ECSD”) for use as a school site.

E. Abrika is interested in pursuing the possibility of using a portion of Tract E for residential development. ECSD has indicated to the Town and Abrika that it is willing to consider a swap of land within Tract E for other property located within Tract X, Haymeadow Filing No. 1, which may be more suitable for a school site within Haymeadow.

F. Abrika desires to pursue the land use processes that would be necessary to permit Abrika to accomplish the swap of property and development of residential housing units on a portion of Tract E, including, without limitation, amendment of the PUD Guide to permit residential development on Tract E. The purpose of this MOU is to set forth the process for, and certain understandings related to, the Town joining in the land use applications necessary to achieve the swap, including the current application for amendment of the PUD Guide, File No. _____.

For the foregoing reasons, the Parties desire to set forth their understandings and acknowledgements regarding the school parcel swap and related land use approvals, as follows:

1. The Town, as the owner of Tract E, will consent to and sign the application for amendment of the PUD Guide,. The Town Council will consider this application in its ordinary course, as a quasi-judicial matter, and the Town does not commit that the application will be approved or, if approved, whether such approval will be subject to conditions. Abrika understands and acknowledges that by entering into this MOU or by executing any land use application hereunder, the Town is not committing itself to approve the same, and that the Town Council will review all such applications without prejudice.

2. If all land use approvals are granted that are necessary to permit the swap of school sites and the development of residential property, as described in this MOU, then the following general steps will be taken to achieve those results:
 - a. A new parcel of approximately 14 acres created within Tract E will be conveyed from the Town to ECSD (the "Tract E sub-parcel").
 - b. ECSD will convey the Tract E sub-parcel to Abrika in exchange for Abrika's conveyance to ECSD of a new parcel of approximately 18 acres created within Tract X.
 - c. Abrika will develop the Tract E sub-parcel for residential housing purposes in conformance with the amended PUD Guide, all applicable Town regulations, and any conditions of any applicable land use approvals.
3. At any time, the Town reserves the right to withdraw its consent to the processing of any land use application affecting any Town-owned property, which action would have the effect of a withdrawal of the application by the applicant. Similarly, at any time Abrika may determine not to proceed with any land use application for which it is an applicant or co-applicant, and may withdraw the same.

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective as of the date first above written.

TOWN OF EAGLE, COLORADO,

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

ABRIKA PROPERTIES, LLC, a Florida limited liability company

By: _____
Brandon Cohen, Vice President



To: Mayor and Town Council
From: Peyton Heitzman, Planner I
Chad Phillips, Community Development Director
Date: January 12, 2021
Agenda Item: 700 Chambers Avenue, Lot 3 Condominium Plat

REQUEST:

The applicant, Richard Patriacca, is requesting approval of a Final Plat to subdivide 700 Chambers Avenue, Lot 3 into 10 Condominium Units, and defining common and limited common elements.

BACKGROUND:

On October 10, 2017, Town Council approved an amended Special Use Permit to allow residential units in the Commercial General (CG) zone district. The residential units were approved through the use category *One Single Dwelling Unit – Accessory to a use permitted*. At time of approval, the CG zone district only permitted residential as an Accessory Use while all other residential uses were prohibited in that zone district. The accessory residential use required the residential to have an associated use permitted in the Code's schedule of uses. For the 2017 approval, the permitted uses were classified as 'commercial,' with the specific use to be assigned at a later date.

The Code provides a definition for "Accessory" as a use *subordinate to and customarily associated with the use of the lot*. Previous approvals have interpreted the accessory residential use to require a one-to-one ratio of residential to commercial in order for each unit to meet the definition of Accessory. The 2017 approval established the one-to-one ratio of residential to commercial, however, that ratio was achieved by counting residential and commercial units throughout the 700 Chambers Avenue Subdivision (lots 2 through 4), rather than each individual lot. The building on Lot 3 was approved with four commercial units and six residential units.

This past June, Town Council amended Title 4 of the Municipal Code to modify the use category, *Dwelling units – above street level*, as a Special Use (S) in the CG zone district. The schedule of uses for nonresidential zone districts offers three residential use options that are reflected in the use chart below. The asterisk indicates that the use is not permitted.

ZONING DISTRICT	CBD	CL	CG	PA	I
USE					
Dwelling units - above street level	P	S	S	S	*
High density, multifamily dwelling ¹	S	*	*	*	*
One single dwelling unit - accessory to a use permitted	*	*	S	*	S

Schedule of uses in nonresidential zone districts ([Section 4.04.070](#) - Updated 2020)

The Planning Commission approved a Minor Development Permit on September 3, 2019 to allow for the construction of the building on Lot 3 with four commercial and two residential units on the first floor and four residential units on the second floor. The structure has been built and is currently occupied. Images of the building are included as an attachment.

ANALYSIS:

Plat Review

The Final Plat has been reviewed by Public Works, Planning, the Town Attorney, a third-party surveyor, the Building

Official and the Fire District. Comments have been provided to the applicant. A resubmittal has been received and is under staff review. A condition of approval requiring all technical changes be adequately addressed prior to recording the plat is included in the resolution for approval.

The Building Official expressed concerns that cannot be addressed through technical changes to the plat. The subdivision of Lot 3 may be problematic to the accessibility provisions of the Building Code. Accessible dwelling units proposed and built on lots 3 and 4 allow the entire 700 Chambers Avenue Subdivision to meet the minimum required accessible dwelling unit requirements. This was permitted by the interpretation that the property be considered one "site." Further subdividing of 700 Chambers Avenue may result in a change to this definition of site (IBC Section 1107.6.2.1), resulting in accessibility issues.

The standards for a condominium plat are outlined in Section 4.12.050 of the Code. This section requires that the Final Plat meet the requirements set forth in Section 4.12.020(C), including but not limited to, providing an application form and fee, title commitment, addresses of surrounding property owners, and technical details for the Final Plat (title, arrow, vicinity map, etc.). Staff has reviewed the application and has determined that the criteria in Section 4.12.020 (C) has been met. Staff has confirmed the Final Plat shows the location of the existing building to be divided as required in Section 4.12.050.B. The applicant has provided a copy of the condominium declaration to the Town as required in Section 4.12.050.D.

Section 4.12.050.C of the Code requires the Town's Engineer or surveying consultant compare the legal description of the subject property with the County records to ensure that a) The property described contains all contiguous single ownership b) The lots and parcels have descriptions which both close and contain the area indicated; and c) The plat is correct in accordance with surveying and platting standards of the State. The Town's third-party surveyor and staff have reviewed the plat against these requirements. All comments have been incorporated into the Final Plat.

Zoning Review

As previously mentioned, the residential use was approved as Accessory to the commercial use. The proposed division of the property into condominium units would allow the accessory residential to be sold separately from the commercial use. Under separate ownership, the residential use would no longer fit the definition of "Accessory." The approval of this application would eliminate the Town's ability to ensure the one-to-one ratio is maintained and remove the legal use associated with the residential units, resulting in a non-conforming zoning situation. Further, there are no other residential uses in the CG zone district that the residential units could be classified without obtaining a new Special Use Permit. The Town Attorney has also expressed the opinion that the proposed subdivision will result in an unlawful situation under the Code.

As detailed in the applicant's narrative, the applicant believe that Town Council previously approved the development's ability to subdivide the residential separate from commercial within this subdivision. Staff reviewed previous meeting minutes, resolutions, and recordings. Though there were discussions about a future subdivision application, no evidence of a previous approval or agreement was found. The meeting minutes can be found on the Town's website under the "Active Land Use Applications" webpage.

Alternative Solutions

Staff has found two alternatives that would allow the structure to be subdivided into condominium units while meeting the zoning standards of the Code. These alternatives have been shared with the applicant.

The first solution is for a new Special Use Permit to change the residential use from *One Single Dwelling Unit – Accessory to a use permitted to Dwelling units – above street level*. Under this residential use the applicant could subdivide residential units separate from the commercial use. All residential units on the ground floor would need to continue their Accessory use status since those units are not located above street level. To maintain the one-to-one ratio of commercial to Accessory residential, the ground floor residential would need to be sold with the commercial unit that they are accessory to. The building on Lot 3 has two ground floor residential units. This approach to subdividing the residential under a separate use category may qualify the 700 Chambers Avenue subdivision for the Local Employee Residency Program (LERP) outlined in Section 4.04.110 of the Code. Understanding the full implications of LERP would require further analysis from staff. Additionally, the Elevate Eagle Comprehensive Plan has recently been adopted and ratified. Any application for a Special Use Permit will need to support the guidelines of this newly adopted plan rather than the previous 2010 Community Plan.

The second solution allows the residential units to keep the use classification of *One Single Dwelling Unit – Accessory to a use permitted*. The 700 Chambers Avenue would first need to consolidate lots 2 through 4 prior to subdividing. Through the subdivision of the property into condominium units, each condominium unit would be required to consist

of both a commercial unit and an Accessory residential unit. This would allow the property to maintain the one-to-one ratio of residential to commercial. The purpose of consolidating the lots is to rectify the residential units on Lot 3 that are Accessory to commercial units on a separate lot.

To summarize the alternative solutions (pending future approval):

- Table this application, obtain a Special Use Permit changing residential dwellings from *Accessory* to *Above Street Level*, OR
- Deny this application, consolidate lots, re-subdivide units in consolidation, (still requires one-to-one ratio)

COMMUNITY INPUT:

Staff held an Administrative Hearing for the application on December 16, 2020. No public comments were received during the hearing and no other public comments have been received regarding the application.

BUDGET / STAFF IMPACT:

No impact to budget or staff.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

Though the development aligns with the Strategic Plan through the Town Council's major objective to diversify the attainable housing stock, the current application to subdivide the property does not align with Town zoning standards.

RECOMMENDED ACTION:

Following the Administrative Hearing, Staff issued a written recommendation of denial, which is attached. Section 4.12.050 of the Code states, When reviewing a proposal to divide an existing structure into condominium or townhouse units, the Town Council may require the subject property to come into compliance with this Code and necessary to safeguard the public health, safety and welfare. Along with approving or denying the application, Council has the option to table the application until it can comply with Town zoning standards. Below are the Town Council's options related to the 700 Chambers Avenue, Lot 3 Final Plat.

1. Denial of Application: I move to **APPROVE** Resolution No. 5, Series 2020 A Resolution of the Town Council of the Town of Eagle, Colorado Denying the Final Plat for 700 Chambers Avenue, Lot 3 Condominium Plat, based on the findings of fact set forth in the Resolution of Denial:
2. Tabling of Application: I move to **TABLE** Resolution No. 5, Series 2020 A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for 700 Chambers Avenue, Lot 3 Condominium Plat until a future date when the application comes into compliance with all applicable provisions of the Eagle Municipal Code.
3. Approval of Application: I move to **APPROVE** Resolution No. 5, Series 2020 A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for 700 Chambers Avenue, Lot 3 Condominium Plat, based on the findings and with the conditions of approval set forth in the Resolution of Approval:

ATTACHMENTS:

- Staff Recommendation
- Resolution No. 5, Series 2021 (Resolution for approval and denial)
- Resolution No. 57, Series 2017
- Pictures of Building C on Lot 3
- Application and Narrative
- Final Plat 700 Chambers Avenue, Lot 3
- Email correspondence with Town Council



To: Mayor and Town Council

From: Peyton Heitzman, Planner I
Chad Phillips, Town Planner, Community Development Director

Date: December 30, 2020

Re: Staff Recommendation for File#CT20-04 700 Chambers Ave, Lot 3 Final Plat

The procedures for processing an application to divide a property into condominium units can be found in Section 5.12.050.A.2 of the Eagle Municipal Code (Code). Through these procedures, applications can avoid the public hearing process and receive approval at a regular Town Council meeting. Prior to this approval, staff must hold an Administrative Hearing subject to public notice requirements outlined in Section 4.03.060 of the Code that includes notice to adjacent property owners and notice published in a local newspaper. The Code requires the Town Planner, or designee, make a recommendation of approval or denial to Town Council following the Administrative Hearing.

Staff held the Administrative Hearing through the Zoom platform on December 16, 2020 at 12:00 PM. No members of the public commented in favor or against the application. Staff in attendance included Peyton Heitzman, Planner I. Applicants in attendance included Ashley Patriacca.

Staff recommends that Town Council deny the application. The denial is based on the following:

1. A zoning violation that will result from the division of Lot 3 into condominium units, specifically Section 4.04.070 of the Code.
2. The approval of the application would result in a change of use from what was granted to the property through Resolution No.57, Series 2017. (attached)

The residential units on the property were permitted as Accessory to the commercial use. The division of the building would no longer allow the residential units to be classified as accessory, leaving the residential units without a legal status.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 5
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
DENYING THE APPLICATION FOR A FINAL PLAT FOR 700 CHAMBERS AVENUE, LOT
3

WHEREAS, DR Chambers, LLC owns the real property located at 700 Chambers Avenue, Lot 3, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on October 13, 2020, Richard Patriacca (the "Applicant") submitted an application for approval of a Final Plat to create 10 condominium units and define common and limited common elements on the Property (the "Application");

WHEREAS, on December 16, 2020, the Town Planner held a properly-noticed administrative hearing to consider the Application, and following that hearing, recommended denial of the Application;

WHEREAS, on January 12, 2021, the Town Council held a properly-noticed public hearing to consider the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Town Planner, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

Section 1. The Town Council finds as follows:

a. The Application does not comply with Resolution No. 57, Series 2017, which Resolution approved an amendment to an existing Special Use Permit for the Property to allow residential units only as accessory uses, and if the Application were approved, the residential units would no longer be accessory uses;

b. Approval of the Application is not in the best interest of the public health, safety and welfare.

Section 2. Based on the foregoing findings, the Town Council hereby denies the Application for a Final Plat for 700 Chambers Avenue, Lot 3.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 5
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE FINAL PLAT FOR 700 CHAMBERS AVENUE, LOT 3

WHEREAS, DR Chambers, LLC owns the real property located at 700 Chambers Avenue, Lot 3, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on October 13, 2020, Richard Patriacca (the "Applicant") submitted an application for approval of a Final Plat to create 10 condominium units and define common and limited common elements on the Property (the "Application");

WHEREAS, on December 16, 2020, the Town Planner held a properly-noticed administrative hearing to consider the Application, and recommended denial of the Application;

WHEREAS, on January 12, 2021, the Town Council held a properly-noticed public hearing to consider the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Town Planner, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

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

Section 2. Based on the foregoing findings, the Town Council hereby approves the Final Plat for 700 Chambers Avenue, Lot 3, subject to the following conditions:

a. Within 30 days of the date of this Resolution, the Applicant shall make technical changes to the Final Plat as directed by Town staff; and

b. The Final Plat shall be recorded on or before March 1, 2021. The Town Planner may grant one administrative extension of this deadline, of up to 180 days, upon good cause shown. Any further extensions must be considered by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

RESOLUTION NO. 57
(Series of 2017)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, GRANTING AN AMENDMENT TO THE DR CHAMBERS, LLC SPECIAL USE PERMIT FOR A PARCEL OF LAND LOCATED AT LOT 3, 700 CHAMBERS AVENUE, EAGLE, COLORADO.

WHEREAS, by Title 4 of the Eagle Municipal Code, the Town of Eagle enacted a comprehensive zoning ordinance for the Town; and

WHEREAS, the Board of Trustees of the Town of Eagle has received an application by DR Chambers, LLC (the "Applicant"), the owner of real property located at Lot 3, 700 Chambers Avenue, Town of Eagle, County of Eagle, State of Colorado, (the "Property") for an amendment to a special use permit originally approved with conditions on March 24, 2015 for five (5) residential units (4 2-bedroom units or 3 1-bedroom and 2 2-bedroom units) accessory to uses permitted in the Commercial General (CG) Zone District; and

WHEREAS, a public hearing was held before the Town of Eagle Planning and Zoning Commission on October 3, 2017, And the Planning and Zoning Commission recommended approval of the application; and

WHEREAS, a public hearing on said application was held before the Board of Trustees on October 10, 2017, as required by Section 4.05.010(A)(5) of the Eagle Municipal Code; and

WHEREAS, public notice has been given as required by Section 4.03.060 of the Eagle Municipal Code; and

WHEREAS, the Board of Trustees finds and determines that the Applicant has provided sufficient evidence that the proposed amendment to the special use permit is desirable, based on the criteria set forth in Section 4.05.010 of the Eagle Municipal Code:

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

Section 1. That the amended special use permit for six (6) 2-bedroom units (four on second floor and 2 on ground floor) accessory to uses permitted in the Commercial General (CG) Zone District for Chambers 700 LLC, Lot 3, 700 Chambers Avenue, Town of Eagle, County of Eagle, State of Colorado is hereby approved.

Section 2. Pursuant to Section 4.05.010(A)(1)(b) of the Eagle Municipal Code, the Board of Trustees finds and determines that an additional street improvement fee is required to be paid in accordance with Section 4.13.185 of the Eagle Municipal Code; an additional fire protection services impact fee is required pursuant to Section 4.13.186 of the Eagle Municipal Code.

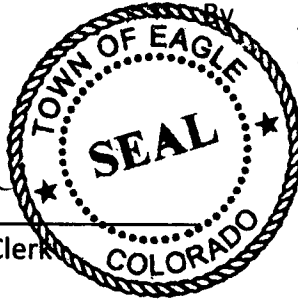
INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on October 10, 2017.

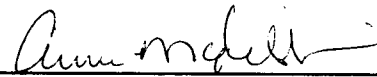
TOWN OF EAGLE, COLORADO

ATTEST:



Jenny Rakow, Town Clerk





Anne McKibbin, Mayor





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

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME Lot C, Chambers Avenue Condominiums

PRESENT ZONE DISTRICT _____ PROPOSED ZONE DISTRICT _____
(if applicable)

LOCATION

STREET ADDRESS 700 Chambers Ave.

PROPERTY DESCRIPTION

SUBDIVISION 700 Chambers Ave LOT(S) 3 BLOCK _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE We are seeking approval to deed the units separately in Building C at 700 Chambers Avenue. (For more information, please see attached narrative).

APPLICANT NAME Richard L. Patriacca PHONE 970-390-3225

ADDRESS PO Box 45516 Eagle, CO 81631 EMAIL rich@pcivail.com

OWNER OF RECORD DB Chambers, LLC PHONE 970-390-3225

ADDRESS PO Box 2322 Avon, CO 81620 EMAIL rich@pcivail.com

REPRESENTATIVE* _____ PHONE _____

ADDRESS _____ EMAIL _____

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

APPLICATION SUBMITTAL ITEMS:

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

- ☐ Applicable fees and deposits.
- ☐ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☐ Surrounding and Interested Property Ownership Report (see project specific checklist for more information).
- ☐ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☐ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

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

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


Signature

13 October 2020
Date

FOR OFFICE USE ONLY

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

Narrative Attachment
For Land Use & Development Application for Lot C, Chambers Avenue Condominiums

Date of Application 10/13/2020

We are seeking approval to deed (condo ownership) the units separately in Building C, Lot 3, at 700 Chambers Avenue. Having the ability to deed the properties separately would allow us as business partners to have a clean division of the property to get separate loans for our portions. Before we started construction, a prior approval was made in an amendment to the Special Use Permit in 2017. The Town of Eagle made a provision to provide Accessible Units within the last 2 constructed buildings (building 'C' (lot 3) and building 'D' (lot 4)) to satisfy all the accessible requirements for the entire property at 700 Chambers Avenue. In order to maintain the 1 residential unit accessory to 1 commercial use, it was deemed that the project would be allowed to provide separate deed (condo ownership). This was understood to be the best course since the units would not stack vertically. We would not have started construction or been able to continue the design process on this project without this approval by the Town of Eagle. We are looking for the Town to uphold this approval, so we can move forward as was agreed upon and was planned.

Agreed Upon Site/ Plat Information

The final plat for Lot 3 & Lot 4 of the 700 Chambers Avenue Subdivision conforms to the preliminary plat that was reviewed and approved by the town. The final plat has addressed any concerns that were voiced by the town staff and town's engineers. Lots 3 and 4 complete the development that was previously approved by the Town of Eagle and under the current special use permit (file #SU14-05). Some information was updated within SU16-07 demonstrating continued conformance to the Town's regulations, goals and policies.

The proposed project meets the standards as provided in Section 4.07.022, including but not limited to setbacks, building massing/form/orientation, architectural detail, landscape/sidewalks, and parking

The proposed development is in conformance with the Town's goals and policies. The proposal will meet all of the development standards of the Commercial General zone district, as demonstrated in the sections below:

Cost Estimate for All on-site/off site Public improvements:

No Improvements are being constructed.

Variances: No Variances.

Utilities:

Water and sewer lines will be extended to serve Lots 2-4 and was guaranteed in a Subdivision Improvement Agreement, which has been fulfilled. Electric, water and sewer have been extended to an easement serving lots 3 and 4 with the service points/connection points already in place. Adequate water and other services were verified as part of the Subdivision Improvement Agreement/review. The civil drawings are part of the original submittal.

Fire Protection Plan:

Though the project is within the 3 mile driving distance from the fire station, the building design will incorporate a fire sprinkler system and be equipped with a monitored alarm system to serve the whole building. During the design build process/layout of sprinkler heads there shall be a review by the Fire Marshal before installation of the systems. During the Special Use Permitting process the connection of the road through the property to Sawatch was reviewed and approved by the Fire Marshal. This connection was a requirement of the, in place, minor subdivision plan.

Lighting Design for Parking:

The lighting design was completed by RAB lighting and was attached to the original submittal. To comply with the lighting ordinance, the designer has targeted a min of 0.5 fc in the parking lot, and a max of 3 fc, with an avg: min of 4:1. This layout provides a min of 0.5 fc, a max of 4.8 fc, and an avg: min of 3.6:1

Compliance with the Town's Goals, Policies, and Regulations

The vision provided in the 2010 Eagle Area Community Plan states: "Eagle will continue to be a high quality livable community through the implementation of strategies that will enhance the Town's unique identity, its economic vitality, its sense of community and the quality and character of the surrounding rural lands."

The residential/ commercial park at 700 Chambers is consistent with and in some ways furthers the goals and policies as provided in the 2010 Eagle Area Community Plan. Lots 3 and 4 are located close to the town center of Eagle and are located within the Town's Urban Growth Boundary. These buildings are in a planned residential/ commercial park built with materials and colors that improve the level of appearance in the area of Chambers Avenue through the design of the buildings, the harmonizing colors, and planned landscaping. The signage and future structures will correspond with this level of development and further enhance the appearance of Chambers Avenue.

The Eagle Area Community Plan also provides planning approaches which are vital to the Town's vision statement. Below, we address a few of these approaches we feel our buildings directly influence:

- 1) Concentrate Urban and Infill Development: Lots 3 and 4 are located within a platted residential/ commercial subdivision, surrounded by other commercial uses and within walking distance to Eagle town center and other commercial areas located off of Eby Creek Road.

- 2) Maintain the Area's "Sense of Community": the buildings are located in our residential/ commercial park that is unique, in that it provides recreational opportunities with the climbing gym for the community, which builds on Eagle's reputation for being an active place for residents and visitors. The commercial spaces are attracting businesses that deliver to the recreational aspect of the town and also businesses that build on the family concept of the climbing gym too. The residential units are attracting tenants who want to be located close to work, those interested in the surrounding businesses, and those wanting to enjoy the local outdoors that are easily accessible via walking, biking, short drives, or the county bus.
- 3) Maintain and Enhance Recreational Opportunities: Recognizing that active recreational opportunities are important to Eagle residents, this residential/ commercial park project provides new opportunities for recreation for families and kids. The climbing gym expands the offerings for families in the valley. Dewey Dabbles is also very popular location for both adults and kids. We are hoping to continue to build upon new family options or businesses that support new options for families.
- 4) Provide Affordable Housing: This project provides a new opportunity for housing within a major commercial center and close to employment opportunities located within walking distance or accessed by the county bus which has a bus stop within a short walking distance. The recreational and family centered businesses have each been a draw for our residential tenants. Due to businesses within the area being family focused, we do background checks on the residential tenants. From the beginning, we have given rent discounts to teachers, firemen and policemen. Now during the pandemic, we have broaden those discounts to honor those frontline employees by offering a discount on rent of about \$200/month.

Narrative Attachment
For Land Use & Development Application for Lot C, Chambers Avenue Condominiums

Date of Application 10/13/2020

We are seeking approval to deed the units separately in Building C at 700 Chambers Avenue. Having the ability to deed the properties separately would allow us as business partners to have a clean division of the property to get separate loans for our portions. Before we started construction, a prior approval was made in an amendment to the Special Use Permit in 2017. We would not have started construction on this project without this approval. Now we are looking for the Town to uphold this approval, so we can move forward as was planned.

FINAL PLAT
CHAMBERS AVENUE CONDOMINIUMS, LOT 3
A RESUBDIVISION OF LOT 3
700 CHAMBERS AVENUE SUBDIVISION, A RESUBDIVISION OF LOT 1
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO



VICINITY MAP

Town Council Certificate

This plat approved by the Town Council of the Town of Eagle, Colorado, this ____ day of _____, A.D., 2021, for filing with the Clerk and Recorder of Eagle County, Colorado; subject to the provisions that approval in no way obligates the Town of Eagle for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Town Council of the Town of Eagle. Further, said approval in no way obligates the Town of Eagle for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Eagle's specifications and the Town of Eagle has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the Town of Eagle, unless otherwise specifically agreed to in writing by the Town Council.

Town of Eagle, Colorado

By: _____
Mayor

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

ATTEST:

Town Clerk

Title Certificate

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

Executed this ____ day of _____, A.D., 2021.

Title Examiner

Certificate of Ownership

We, D R Chambers, LLC, a Colorado limited liability company, the sole owner in fee simple of all that real property described as follows:

Lot 3, 700 Chambers Avenue Subdivision, a Resubdivision of Lot 1, according to the plat thereof recorded September 8, 2014 at Reception No. 201415291, County of Eagle, State of Colorado

have by these presents laid out, platted and subdivided the same into units as shown on this plat and designate the same as Chambers Avenue Condominiums, Lot 3, situated in the Town of Eagle, County of Eagle, State of Colorado.

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

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

EXECUTED this ____ day of _____, A.D., 2021.

Owner: D R Chambers, LLC
a Colorado limited liability company

By: _____

Title: _____

STATE OF _____)

)SS

COUNTY OF _____)

The foregoing Certificate of Ownership was acknowledged before me this ____ day of _____, A.D., 2021, by _____ as _____ of D R Chambers, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Mortgagee or Lienholders Certificate

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

EXECUTED this ____ day of _____, A.D., 2021.

By: _____

Title: _____

STATE OF _____)

)SS

COUNTY OF _____)

The foregoing Certificate of Ownership was acknowledged before me this ____ day of _____, A.D., 2021, by _____ as _____ of NBH Bank.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Surveyor's Certificate

I, Samuel H. Ecker, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete plat of Chambers Avenue Condominiums, Lot 3, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and correctly shows the location and dimensions of the units, and lot staked upon the ground in compliance with Title 38, Article 51, C.R.S., as amended, and all other regulations governing the subdivision of land.

Executed this ____ day of _____, A.D., 2021.

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

GENERAL NOTES:

- 1) DATE OF SURVEY: JUNE, 2020.
- 2) BEARINGS BASED UPON THE LINE CONNECTING THE MONUMENTS FOUND IN PLACE MARKING THE NORTHEASTERLY CORNER OF THE SUBJECT PROPERTY, A No. 5 REBAR WITH A 1 1/2" ALUMINUM CAP, P.L.S. No. 37924 AND THE SOUTHEASTERLY CORNER OF THE SUBJECT PROPERTY, A No. 5 REBAR WITH A 1 1/2" ALUMINUM CAP, P.L.S. No. 37924, SAID BEARING BEING S30°52'00"W (ASSUMED) (SEE SHEET 2).
- 3) MONUMENTATION AS INDICATED HEREON.
- 4) THE PURPOSE OF THIS PLAT IS TO CREATE THE CONDOMINIUM UNITS AND THEIR ASSOCIATED LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS AS INDICATED HEREON.
- 5) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE PER THE RECORD PLAT FOR THE SUBJECT PROPERTY AND TITLE SEARCH PERFORMED BY LAND TITLE GUARANTEE COMPANY, ORDER No. ABH50057235, DATED JUNE 25, 2020 AT 5:00 P.M.
- 6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 7) ALL REFERENCES TO RECORD DOCUMENTS ARE TO THOSE OF THE REAL ESTATE RECORDS OF THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER.
- 8) UNITS INDICATED HEREON ARE IN U.S. SURVEY FEET.
- 9) DECLARATIONS OR PROTECTIVE COVENANTS FOR THIS SUBDIVISION RECORDED _____ UNDER RECEPTION No. _____.

Certificate of Taxes Paid

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable upon all parcels of real estate described on this plat are paid in full as of _____, A.D., 2021.

Treasurer of Eagle County

Clerk and Recorder's Certificate

This Plat was filed for record in the office of the Eagle County Clerk and Recorder at ____ o'clock ____, on the ____ day of _____, 2021 and is duly recorded at Reception No. _____.

EAGLE COUNTY CLERK AND RECORDER

By: _____, Deputy

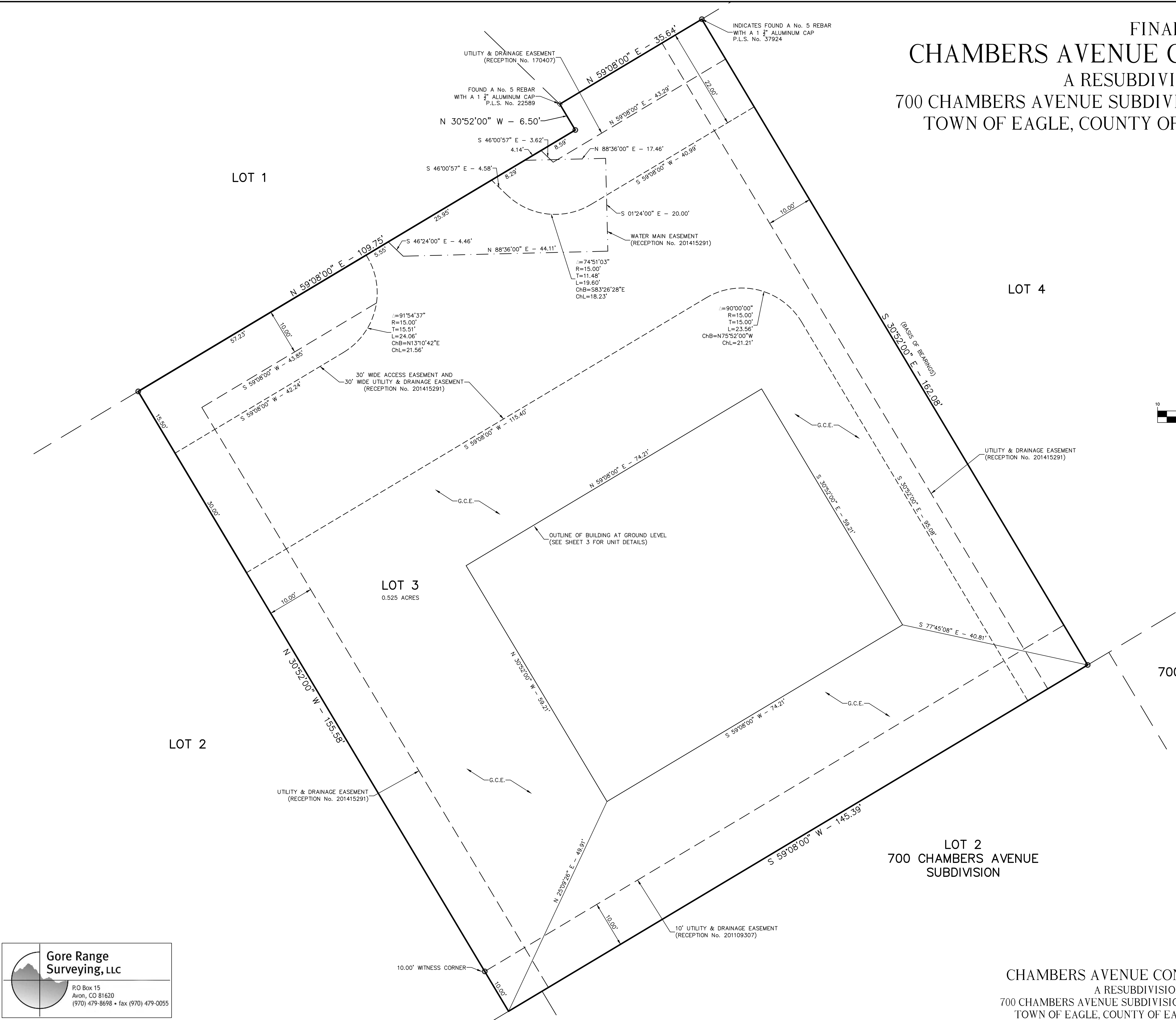
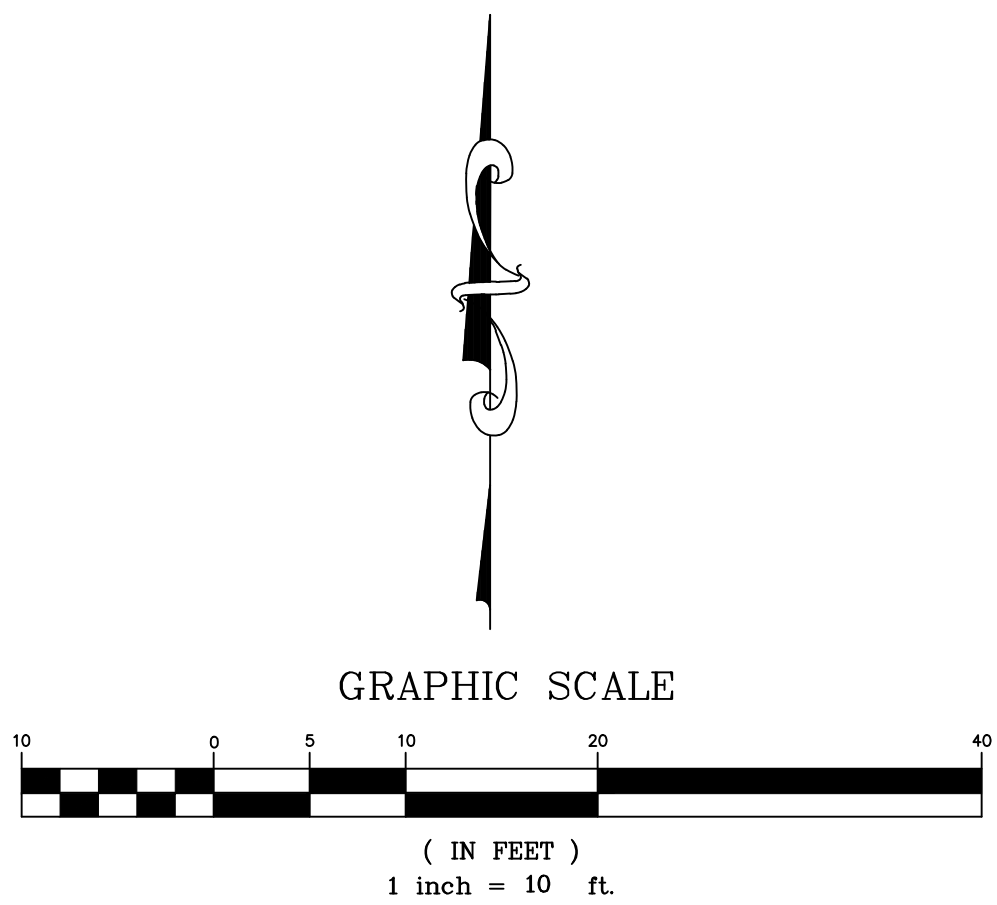
Declarations or Protective Covenants are filed at Reception No. _____

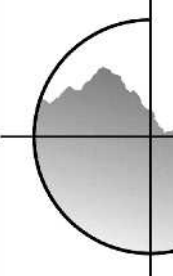
CHAMBERS AVENUE CONDOMINIUMS, LOT 3
A RESUBDIVISION OF LOT 3
700 CHAMBERS AVENUE SUBDIVISION, A RESUBDIVISION OF LOT 1
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

DRAWN BY: SE	DATE: 12/28/2020
CHECKED BY: SE	DRAWING NO.: 17-957 lot 3
JOB NO.: 17-957	SHEET 1 OF 3



FINAL PLAT
CHAMBERS AVENUE CONDOMINIUMS, LOT 3
A RESUBDIVISION OF LOT 3
700 CHAMBERS AVENUE SUBDIVISION, A RESUBDIVISION OF LOT 1
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO





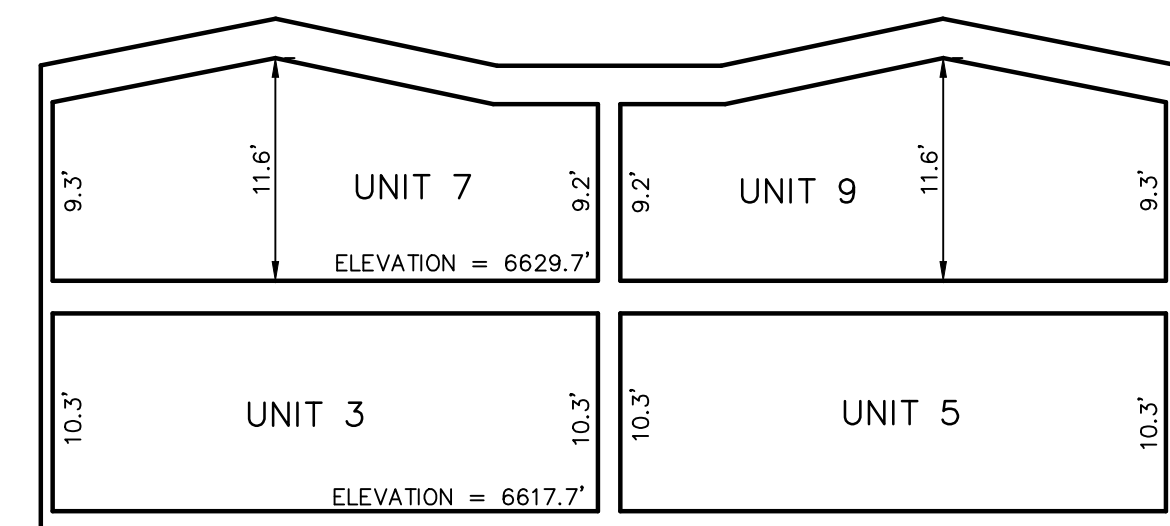
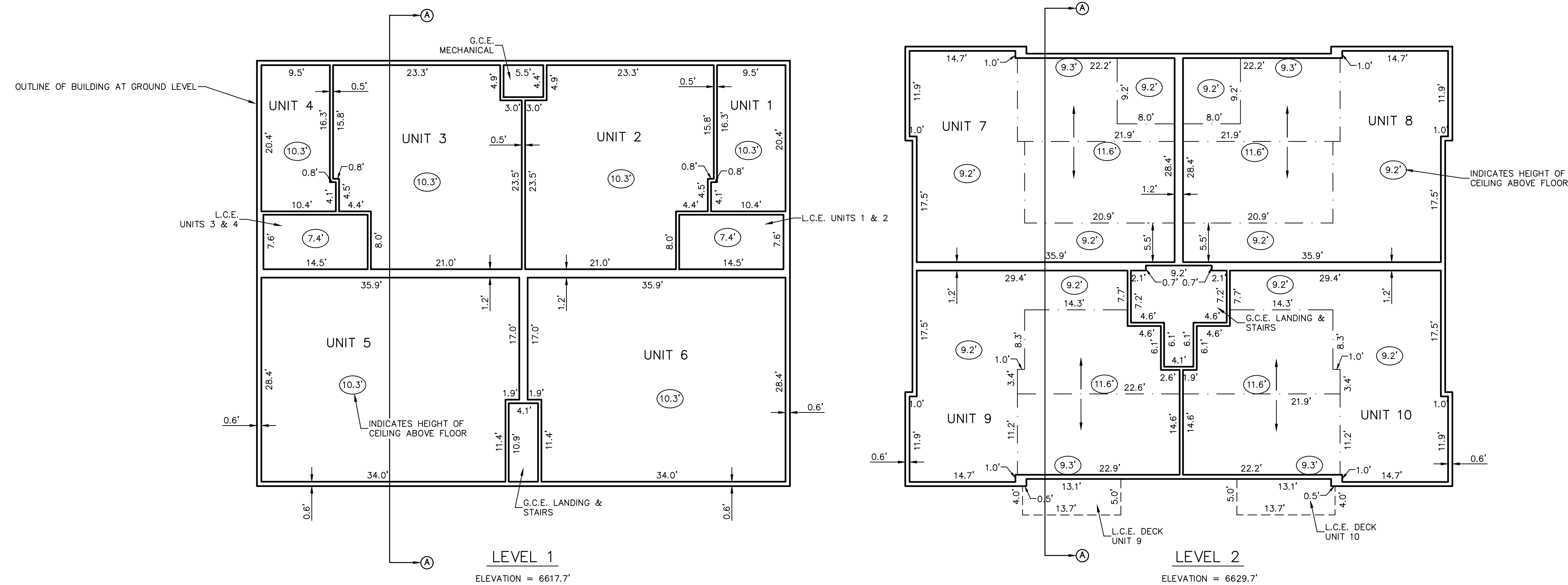
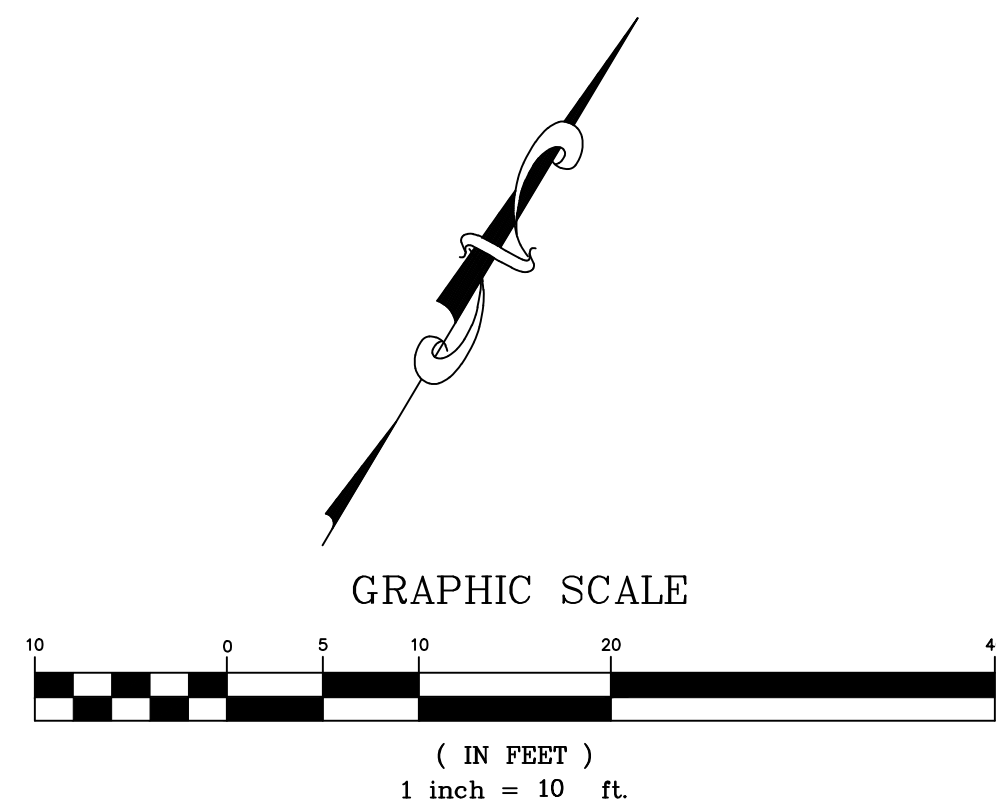
**Gore Range
Surveying, LLC**

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

CHAMBERS AVENUE CONDOMINIUMS, LOT 3
A RESUBDIVISION OF LOT 3
700 CHAMBERS AVENUE SUBDIVISION, A RESUBDIVISION OF LOT 1
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

DRAWN BY:	SE	DATE:	12/28/2020
CHECKED BY:	SE	DRAWING NO.:	17-957 lot 3
JOB NO.:	17-957	SHEET	2 OF 3

FINAL PLAT
CHAMBERS AVENUE CONDOMINIUMS, LOT 3
A RESUBDIVISION OF LOT 3
700 CHAMBERS AVENUE SUBDIVISION, A RESUBDIVISION OF LOT 1
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO



SECTION A-A

ADDRESS TABLE:	
UNIT	ADDRESS
UNIT 1	700 CHAMBERS AVENUE, BUILDING C, UNIT 1
UNIT 2	700 CHAMBERS AVENUE, BUILDING C, UNIT 2
UNIT 3	700 CHAMBERS AVENUE, BUILDING C, UNIT 3
UNIT 4	700 CHAMBERS AVENUE, BUILDING C, UNIT 4
UNIT 5	700 CHAMBERS AVENUE, BUILDING C, UNIT 5
UNIT 6	700 CHAMBERS AVENUE, BUILDING C, UNIT 6
UNIT 7	700 CHAMBERS AVENUE, BUILDING C, UNIT 7
UNIT 8	700 CHAMBERS AVENUE, BUILDING C, UNIT 8
UNIT 9	700 CHAMBERS AVENUE, BUILDING C, UNIT 9
UNIT 10	700 CHAMBERS AVENUE, BUILDING C, UNIT 10



CHAMBERS AVENUE CONDOMINIUMS, LOT 3
A RESUBDIVISION OF LOT 3
700 CHAMBERS AVENUE SUBDIVISION, A RESUBDIVISION OF LOT 1
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

DRAWN BY:	SE	DATE:	12/28/2020
CHECKED BY:	SE	DRAWING NO.:	17-957 Lot 3
JOB NO.:	17-957	SHEET	3 OF 3

Peyton Heitzman

From: Peyton Heitzman
Sent: Thursday, August 27, 2020 3:36 PM
To: Dave Dantas
Cc: Chad Phillips; Brandy Reitter
Subject: RE: Lot C - division into condo units application

Hi Dave,

Though the intent to condominiumize may have been discussed when you were amending the special use permit back in 2017, staff at that time had not received an application for that specific purpose and, to our knowledge, had not performed a formal application review. Without a formal review, previous staff may have missed some of the regulatory challenges that your application is now facing. We reviewed the special use permits for lots C and D and there are no conditions of approval that allow you to condominiumize the lots under current standards. We are simply applying the standards that are in place at this time.

One item that I did not make clear in my previous email is that you are still able to submit an application and go through the process outlined in Section 4.12.050 of the Code. Upon submission of a complete application, staff will hold an administrative hearing to receive public input on the application. Following that hearing, staff will provide a recommendation for approval/denial to the Town Council during a regular meeting. If staff recommends denial of the application, we will schedule public hearing to have the application to go before Town Council for final decision.

Here's a link to the Code section in case you would like to read it in its entirety:

https://library.municode.com/co/eagle/codes/code_of_ordinances?nodeId=COOR_TIT4LAUSDECO_CH4.12SURE_S4.12.050DIPRINCOTOUN

Ultimately, the decision to condominiumize lies with Town Council. Again, based on the standards outlined in my previous email and the information provided to this point, staff will recommend denial. This is subject to change if you application contains new information not previously provided to staff. Getting this information to you prior to submitting an application and paying the related fees was intended to be a courtesy.

Happy to answer any questions or concerns you have about the process. Thanks!

Best regards,

Peyton Heitzman

Planner I

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9619

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Scott Turnipseed <scott.turnipseed@townofeagle.org>
Sent: Thursday, August 27, 2020 7:53 AM
To: Brandy Reitter <brandy.reitter@townofeagle.org>
Cc: Chad Phillips <chad.phillips@townofeagle.org>; David Gaboury <dgaboury1@gmail.com>; Dave Dantas <dave@dwdantas.com>; Peyton Heitzman <peyton.heitzman@townofeagle.org>
Subject: FW: Lot C - division into condo units application

Brandy and Chad,

Could you please let Dave know his options to dispute/appeal Peyton's determination?

Thanks so much!

Scott Turnipseed

Mayor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-6354, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Dave Dantas <dave@dwdantas.com>
Sent: Wednesday, August 26, 2020 6:44 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; David Gaboury <david.g@townofeagle.org>; Dave Dantas <dave@dwdantas.com>
Cc: Rick Patriacca <rick@pcivail.com>; ashleylewis@earthlink.net
Subject: FW: Lot C - division into condo units application

Scott, David

I believe your staff is creating policy again. This was discussed when concept of buildings with accessible units was created.

Regards,
Dave Dantas
Dave@dwdantas.com
DWDantas.com
970 376 6111

----- Original message -----

From: Peyton Heitzman <peyton.heitzman@townofeagle.org>
Date: 8/26/20 2:06 PM (GMT-07:00)
To: Dave Dantas <dave@dwdantas.com>
Cc: Chad Phillips <chad.phillips@townofeagle.org>, Angie Kyle <angie.kyle@townofeagle.org>, Jessica Lake <jessica.lake@townofeagle.org>, Charlie Davis <charlie.davis@townofeagle.org>
Subject: Lot C - division into condo units application

Hi Dave,

I hope you are well. Before you submit your application to divide Lot C into condo units, I wanted to share some challenges your application will face with the approval process.

The special use permit for Lot C approved residential as *One Single Dwelling Unit – Accessory to a use permitted* (Section 4.04.070 of Municipal Code). Since the residential was approved as an accessory to a use permitted, which in this case was commercial, the accessory residential cannot be sold separately from the commercial use. The 1:1 ratio (one residential accessory to commercial) was approved through the collective count of commercial and residential units between lots C and D. Lot C contains more residential units than commercial and Lot D contains more commercial units than residential, not meeting the 1:1 ratio within each individual lot. It's my understanding that this approach was taken to meet ADA regulations between the two structures on the lots.

The Code's definition of accessory use is *a use subordinate to and customarily associated with the use of the lot* (Section 4.03.040). By this definition, the accessory residential use on one lot should not have been tied to a commercial use on a separate lot. Since the residential accessory use cannot be sold separately from the commercial, and in this case the residential accessory is tied to commercial on a separate lot, staff does not see how Lot C can be condominiumized while conforming to the standards of the Code.

Additionally, Section 4.04.040. states, *No building or structure shall be erected and no existing building or structure shall be moved, removed, altered or extended, nor shall any land, building or structure be used for any purpose or in any manner other than as provided among the uses hereinafter listed in the district regulations for the district in which such land, building, or structure is located.* For the reasons described above, staff believes the division of Lot C into condo units will change the residential uses within the building from *One Single Dwelling Unit – Accessory to a use permitted* (as approved under the special use permit) to *High density, multifamily dwelling* (prohibited in the CG Zone district). Based on the information provided, the application will not advance with staff support. Let me know if you have any questions or if you would like to discuss further. Thanks!

Best regards,

Peyton Heitzman

Planner I

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9619

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



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To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: January 12, 2021

Agenda Item: Resolution No. 3, Series 2021, A Resolution to the Town Council of the Town of Eagle, Colorado Approving the Eagle Bucks Program"

REQUEST:

Staff requests that the Town Council review a resolution officially approving the Eagle Bucks program.

INTRODUCTION:

In response to the economic impacts of COVID-19, staff presented ideas in December to support the business community during these challenging times. One of the ideas presented was Eagle Bucks which is a shop local program modeled after the Town of Basalt's "Basalt Bucks". The Town Council liked this idea and directed staff to move forward with the program. Since then, staff met with Basalt, discussed the implementation with the Town's auditor and the departments that are involved. Based on the discussions over the last month, staff had to make a few minor changes to the program as presented and the rationale is below. Also, staff has provided the next steps and expectations for the program.

ANALYSIS:

Program Summary: The Town will mail vouchers to all Eagle box holders to use at participating Town of Eagle businesses. There is no obligation to participate in the program. There is a maximum budget of \$60,000 allocated to the program. Vouchers are transferrable but can only be used once. The value of the voucher is \$25 which is less than what the Town Council asked for in December and is explained below. The Town will reimburse participating businesses once they produce the voucher and associated itemized receipts. The vouchers cannot be used to purchase tobacco, alcohol, grocery store items, pharmaceuticals, lottery tickets, gift cards, gasoline, or sales tax on purchases. The program will run for two months. Staff will publish an Eagle Bucks webpage on the Town website that includes all participating businesses, information, and guidelines.

Mailing to Box Holder Rationale: Staff's original intent was to mail to all utility accounts and print extras for disbursement to local businesses (total 3,500 vouchers). However, after discussing, staff realized this would not include any residential unit in an apartment building or other residential area in which utilities are handled by an HOA. Since the goal of this program is to assist businesses as much as possible and to do so in an equitable way, staff recommends having the program be more inclusive by mailing to the 4,010 box holders and printing 200 extra for disbursement to local businesses (total vouchers 4,210). To be within budget this assumes a 53% return rate. If the Town achieves a return rate higher than 53% the budget amount will be exceeded. Basalt achieved a 45% return rate with their program. Specific budget details are discussed below.

Voucher Value Change Rationale: The Council requested that the vouchers have a \$40 value, staff is recommending a \$25 value instead. There were a few reasons this recommended change:

1. In staff discussion with Basalt after the December meeting we found out that the Basalts vouchers were \$20 each. Staff inquired whether they would have changed the amount after the fact. They said they received feedback from some business that wished the \$20 was split into two separate vouchers, but that would have doubled the printing cost. They did not recommend going much higher than that without splitting the voucher.
2. In discussions with the Town's Auditor, he recommended that the vouchers not exceed \$25. The IRS considers \$25 or less to be de minimis for tax purposes. Although gift certificates with a cash value are always considered taxable there is less risk in liability to the Town to have the voucher not exceed \$25.
3. Vail and Aspen have completed similar programs in response to Covid-19, both municipalities selected an amount of \$25 for the vouchers.

Eagle Bucks Timeline: Once the materials for the program are received the timeline for the program is below:

- Staff will issue a press release 2 weeks before mailing vouchers that announces the official start date
- Business will be able to register to participate throughout the entire duration of the program (Businesses information will be included on the website once registered)
- If Businesses would like to be included on the informational flyer that will be mailed with the vouchers, they will need to register with the Town by January 25th
- Vouchers will be mailed by February 15th
- The program expires on April 15th
- Final day for business to submit for refunds with the Town will be May 28th

COMMUNITY INPUT:

Community input was not required. However, before the Town Council approved the idea, the Town heard from some businesses seeking support. The program was also discussed with the Eagle Chamber of Commerce and the Economic Vitality Committee, who expressed support. A letter from the Eagle Chamber of Commerce in support of the program is included in the packet.

BUDGET / STAFF IMPACT:

There is a staff and budget impact with this proposal. Staff time is required for setup of website, design of materials, processing of mailings, and reimbursements submitted by businesses. The budget impact is \$60,000. This includes:

- \$ 4,360 for materials, printing, and postage
- \$ 1,640 for advertising
- \$54,000 for voucher reimbursement to businesses (This assumes a 53% return rate; Basalt achieved a 45% return rate)

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

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

Stimulate Economic Vitality and Development – This program is a proactive step to support local businesses during the COVID-19 economic recovery. Eagle Bucks will encourage citizens to shop locally and support the economy. There is also a return on investment made by the Town. Dollars spent by citizens using the program generates sales tax revenue.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution No. 3, Series 2021, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Eagle Bucks Program”

ATTACHMENTS:

- Resolution No. 3
- Draft Voucher
- Eagle Chamber Support Letter

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 3
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE EAGLE BUCKS PROGRAM

WHEREAS, the Governor of the State of Colorado has declared and extended a statewide emergency regarding the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from the COVID-19 pandemic;

WHEREAS, the ongoing COVID-19 pandemic has caused detrimental impacts on the Town's local business community;

WHEREAS, to aid and support local businesses affected by the economic impacts of the COVID-19 pandemic, the Town desires to adopt the Eagle Bucks Program (the "Program") to encourage residents to shop local and to marketing local businesses to consumers; and

WHEREAS, the Town Council finds that the Program will serve a significant public purpose in aiding the health of the local economy and that it is in the best interest of the public health, safety and welfare to approve the Program.

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

Section 1. The Town Council hereby approves and authorizes the Eagle Bucks Program as attached.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Eagle Bucks Program

Public Purpose: The public purpose of the Eagle Bucks Program (the "Program") is to support local businesses located in the Town of Eagle during the ongoing COVID-19 pandemic by encouraging residents to shop local and by marketing local businesses to consumers to aid in the health of the local economy.

Funding: The cost of the Program shall not exceed the 2021 budgeted amount of \$60,000 and shall be funded from the Town's General Fund.

Participating Businesses: Eagle Bucks vouchers may only be used at qualifying and participating merchants and restaurants within the Town with a current Town business license. Merchants and restaurants are not obligated to participate in the Program and any business may refuse to allow the use of Eagle Bucks vouchers towards the credit of any purchase.

Number and Distribution of Vouchers: The number of Eagle Bucks vouchers printed by the Town shall not exceed 3,000. Each voucher shall be numbered and printed in such a manner to prevent duplication and enable simple verification by participating businesses of the Program. Vouchers in the redemption amount of \$20 will be mailed to each address in the Town of Eagle. Additional paper vouchers may be made available by the Town at or through special events. Vouchers are transferrable but may only be redeemed once.

Consumer Use of Vouchers: To use an Eagle Bucks voucher, a consumer must present and surrender the voucher to the participating business at the time of making a purchase. Vouchers must be presented and surrendered in person, and may not be used for online purchases. Sales tax will be collected on the entire sale and shall not be discounted for use of an Eagle Bucks voucher. The entire voucher must be used or surrendered in one sale regardless of whether the sale meets or exceeds \$20, and any remaining value is not redeemable for cash. The vouchers cannot be used to purchase tobacco, alcohol, grocery store items, pharmaceuticals, lottery tickets, gift cards, services or gasoline. There is a limit of one Eagle Bucks voucher per person, per visit. Vouchers cannot be copied or reproduced. Vouchers must be used by consumers at a participating business on or before April 15, 2021.

Participating Business Reimbursement of Eagle Bucks Vouchers: Participating businesses may be reimbursed by the Town for the money redeemed by an Eagle Bucks voucher by mailing the vouchers to the Town at P.O. Box 609, Eagle, CO 81631, with a copy of the receipt for the purchase attached. The Town will then mail the participating business a check in the amount of verified vouchers redeemed, for a maximum amount of \$20 per voucher or the amount of the sale receipt, whichever is less. Vouchers must be redeemed to the Town by participating businesses on or before May 28, 2021, whereupon the vouchers will expire. Reimbursement of Eagle Bucks vouchers to participating businesses is on a first come first serve basis until the budgeted amount for the Program has been reached.



.....
*This note valid at partici-
pating locations. 1 voucher
per household, terms &
conditions apply.*

TOWN OF EAGLE
EAGLE BUCKS

STOCK IN OUR COMMUNITY

EXPIRES
04/15 2021

TICKET
N° 10158

More information and a list of retailers available at townofeagle.com/eaglebucks.

*Not valid for purchase of
lottery, alcohol, tobacco,
marijuana, gift cards,
and sales tax.*

\$25



.....
*This note valid at partici-
pating locations. 1 voucher
per household, terms &
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EAGLE BUCKS

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\$25



January 7, 2021

Scott Turnipseed, Mayor
Town of Eagle
200 Broadway
Eagle, CO 81631

Dear Mayor Turnipseed:

The Eagle Chamber of Commerce supports the town's 'Eagle Bucks' initiative in support of local businesses. Providing each household with gift certificates, to be spent at a participating business, demonstrates the town's desire to help our businesses survive beyond this pandemic. In addition, 'Eagle Bucks' will encourage residents to shop locally, and to accept the value that local businesses bring to our community; paying customers are the best stimulus for them.

The chamber has undertaken a three-month multi-media campaign to promote that *'Eagle Is Open For Business'* to help our businesses survive. Our initiative is funded through the Eagle Economic Vitality Foundation, the chamber's 501(c)(3), with a budget of \$8,000. I invite the town to incorporate their promotion of 'Eagle Bucks' into this campaign.

The Eagle Chamber has long supported the town's economic vitality, and in 2021 we look forward to increasing that support with new programs and training to enable our businesses to expand and to better manage their operations. We're moving forward in 2021 and with the town's assistance, the Town of Eagle will continue to thrive and its quality of life ensured.

We encourage the Town Council to approve the 'Eagle Bucks' initiative that will drive paying customers to our local businesses.

Sincerely,

Grant Murphy
President
Eagle Chamber of Commerce



To: Mayor and Town Council

From: Bill Shrum, Assistant Town Manager

Date: January 12, 2021

Agenda Item: Resolution 08, Series 2021 – “A Resolution of the Town Council of the Town of Eagle Appointing Members to the Grand Avenue Corridor Study Stakeholder Committee”.

REQUEST:

Staff requests that the Town Council review the applications and appoint members from the residents interested in joining the Grand Avenue Stakeholder Committee.

INTRODUCTION:

On October 13, 2020, the Town Council awarded Zehren and Associates (ZAA) with the contract to conduct the Grand Avenue Corridor Study. As a part of this study, Town staff and ZAA is assembling a stakeholder committee to assist the effort with resident perspectives and feedback. This committee is expected to meet regularly throughout the 18-month process.

ANALYSIS:

The process for appointing board and commission members is to accept applications through the Town of Eagle website. Applications have been accepted since November 2020.

In general, the role and expectations of the Stakeholder Committee are as follows:

- Serve as a community ambassador for the project.
- Attend the stakeholder meetings that are part of the planning process.
- Participate in community-wide engagement meetings and assist the project team.
- Help formulate guiding principles and goals for the effort.
- Review and critique the progress of the consultant team’s work.
- Provide detailed input on existing conditions and proposed solutions.
- Help educate the community-at-large about the project issues, challenges and opportunities.
- Share and disseminate project information with other community resident

A total number of committee members has not been pre-determined and is up to the Council discretion. Based on the level of engagement required from this committee and technical information that will be shared, it is the recommendation of Town staff and ZAA that a committee of seven or nine members would be most appropriate.

This committee is not the only engagement available for residents for the Grand Avenue Corridor Study. Town staff and ZAA are committed to engage interested residents not chosen for this committee as well as anyone expressing interest in the future in a variety of engagement methods including online, in-person, and on-site events and presentations throughout the length of the study.

COMMUNITY INPUT:

This process is designed to integrate community input throughout the Grand Avenue Corridor Study.

BUDGET / STAFF IMPACT:

The formation of the Stakeholder Committee was considered in the total cost estimates for the Grand Avenue Corridor Study. Town staff will assist ZAA in conducting meetings, communicating information, and researching the necessary information for the committee.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The creation of the Grand Avenue Corridor Study Stakeholder Group is an example of the Town's guiding principle of Transparency and Community Engagement.

RECOMMENDED ACTION OR PROPOSED MOTION:

Recommended action is a motion to **APPROVE** Resolution No. 8, Series 2021 – “A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Members to the Grand Avenue Corridor Study Stakeholder Group” with the following residents being appointed:

The List of Applicants:

Amy Pates	Anna Robinson	Anne McKibbin
Dan Brown	Jamie Harrison	Jennifer Filipowski
Kevin Sharkey	Kim Bradley	Kristen Miller
Martha Miller	Paul Abling	Robert & Patti Roth
Scott Fritzler	Scott Schlosser	Shane Dickman
Stefan Brenner	Steve Koonce	Tony Powell

ATTACHMENTS:

Resolution 08, Series 2021 – Grand Ave Stakeholder Committee Appointments.pdf
Grand Ave Stakeholder Group Application Summary for Council.pdf
210106 Grand Avenue Hwy 6 Corridor Plan Stakeholder Committee memo.pdf
Amy Pates Grand Ave.pdf
Anne McKibbin Grand Ave.pdf
Dan Brown Grand Ave.pdf
James Harrison Grand Ave.pdf
Kevin Sharkey Grand Ave.pdf
Kristen Miller Grand Ave.pdf
Shane Dickman Grand Ave.pdf

TOWN OF EAGLE, COLORADO
RESOLUTION No. 08
(SERIES 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPOINTING
MEMBERS TO THE GRAND AVENUE CORRIDOR STUDY STAKEHOLDER COMMITTEE

WHEREAS, On October 13, 2020 the Town Council awarded Zehren and Associates the contract to conduct a Grand Avenue Corridor Study; and

WHEREAS, The 2020 Town Council Strategic Plan identifies Transparency and Community Engagement as a guiding principle; and

WHEREAS, The Grand Avenue Corridor Study is one of the strategic priorities of the Town in 2021; and

WHEREAS, The Town has advertised the position and received a notice of interest from 18 residents of the Town of Eagle;

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

Section 1. The Town Council hereby names the following applicants as members of the Grand Avenue Corridor Study Stakeholder Committee.

Section 2. The Grand Avenue Corridor Study Stakeholder Committee shall be the central point of public feedback, oversight, and engagement throughout the corridor study. This committee shall name a chair, a vice-chair, and a secretary, publish announcements of regular meetings, and maintain minutes. Additional public outreach will be conducted for the general public and interested residents with the assistance of the stakeholder committee.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on January 12, 2021.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



January 6, 2021

Bill Shrum,
Assistant Town Manager
Town of Eagle
200 Broadway, PO Box 609 | Eagle, CO 81631
P: 970.386.9652 E: bill.shrum@townofeagle.org

RE: Town of Eagle Highway 6 Grand Avenue Corridor Plan: Stakeholder Committee Engagement
Zehren and Associates, Inc. Project # 20202801.01

Dear Bill,

On Tuesday, January 12, 2021 Eagle's Town Council will be appointing a new Stakeholder Committee to be part of the planning process for the Highway 6 Grand Avenue Corridor Plan. This memorandum and associated displays (reference attached workflow diagrams) provide an overview of the planning process with focus upon Phase 1 and the role and expectations of the Stakeholder Committee.

Overview of Planning Process

The ZAA project team has structured the scope of work for the Grand Avenue Corridor Plan into (3) major phases of work as follows:

- Phase 1:** Start Up, Information Review & Gathering, Inventory, Analysis, Stakeholder and Community Engagement.
- Phase 2:** Conceptual Planning, Scenario Modeling & Selection, Stakeholder and Community Engagement.
- Phase 3:** Preliminary Design (30%) / Community Engagement / Preferred Scenario Modeling / Implementation Plan

An approximate duration of **(6) months for each phase of work**, for a total project duration of (18) months is the proposed project schedule. Each phase has a discrete set of tasks and deliverables that are structured to inform the ensuing phase of work. The completion of the tasks in all (3) phases will result in the specific deliverables requested by the Town in a coordinated manner.

As part of each phase of work, engagement with the Stakeholder Committee and the community-at-large is proposed. The process has been deliberately structured so the Stakeholder Committee can help guide and shape the direction of effort in order to address the Town's most pressing needs. A minimum of (4) Stakeholder Committee formal meetings are included in the planning process. Additional informal meetings are likely to be scheduled to supplement the process as it evolves and when necessary.

Stakeholder Committee Role & Expectations

The Stakeholder Committee for the project will be appointed by Town Council on January 12, 2021. A kick-off meeting with the Stakeholder group is tentatively scheduled for Friday, January 15. During the kick-off the group will review the project schedule, framework, and formulate guiding principles and overarching goals for the effort. These will serve to guide the effort at a high level and to evaluate if proposed solutions and outcomes are responsive to the Town's needs.

In general, the role and expectations of the Stakeholder Committee are as follows:

- Serve as a community ambassador for the project.
- Attend the stakeholder meetings that are part of the planning process.
- Participate in community-wide engagement meetings and assist the project team.
- Help formulate guiding principles and goals for the effort.
- Review and critique the progress of the consultant team's work.
- Provide detailed input on existing conditions and proposed solutions.
- Help educate the community-at-large about the project issues, challenges and opportunities.
- Share and disseminate project information with other community resident

Zehren and Associates, Inc appreciates the opportunity to submit this memorandum related to the Stakeholder Committee that will be formed as part of the Highway 6 Grand Avenue Corridor Plan. We look forward to working with the Stakeholder Committee as part of the process.

Sincerely,



Pedro Campos, PLA
Principal, Landscape Architect / Land Planner

PHASE ONE (November 2020 – April 2021)

1. Team & Town Start Up
2. Guiding Principles and Goals
2. Information Review & Gathering
 - Full Design Field Survey including Utilities
3. Inventory and Analysis of Corridor
 - Block-by-block opportunities / constraints
 - Existing Conditions Traffic Analysis
 - Matrix of adjacent properties
 - Soft Real Estate parcel analysis
4. Stakeholder Engagement
 - Stakeholder Group Formation
 - Stakeholder Committee Meetings 1 & 2
5. Community Engagement Round 1
 - Part A Webinar Intro / Orientation
 - Part B Walking Audit
6. PZC & Town Council Update Meeting(s)

PHASE TWO (May – October 2021)

1. Conceptual Planning / Virtual Charrette
 - Two Corridor Planning Scenarios (Land Use, Economics, Engineering).
 - Urban Design Tool Kit
 - 3d massing model of scenarios
2. Scenario Modeling & Selection
 - Traffic Operation Analysis
 - Conceptual Design of Two Roundabouts
 - Photosimulations & 3D Massing Model
 - Draft Access Control Plan
 - VISSIM Microsimulation Modelling and Video (Optional)
 - Gateway Conceptual Design
3. Stakeholder Engagement
 - Stakeholder Committee Meetings 3 & 4
4. Community Engagement Round 2
 - Virtual Design Charrette / Iterative Design Map / Pin Up Webinar
 - Surveys on Social Pinpoint
 - Open House for input on selection of preferred scenario
5. PZC and Town Council Update Meeting:
 - present and confirm preferred scenario



PHASE THREE (November 2021 – April 2022)

1. Preliminary Design (30%)
 - Refinement of Preferred Scenario
 - Walkability / Cycling Design
2. Preferred Scenario Modeling
 - Photosimulations & 3D Massing Model
 - Perspective Renderings - Gateways & Corridor
3. Implementation & Phasing Plan
 - Design Guidelines
 - Development & Zoning Recommendations
 - Final Access Control Plan
4. Stakeholder and Community Engagement
 - Stakeholder Committee Meeting 5
 - Community Engagement 4: Celebration
5. PZC and Town Council adoption

COMMUNITY ENGAGEMENT AND OUTREACH METHODS:

1. VIRTUAL (OR IN PERSON IF POSSIBLE) WALKING AUDIT & VIRTUAL CHARRETTE:
 - use drone and aerial imagery and video for self-guided tours of corridor
2. STAKEHOLDER COMMITTEE MEETINGS
 - Virtual Presentations to the Stakeholder Committee, participation in community engagement.
3. PLANNING AND ZONING COMMISSION / TOWN COUNCIL MEETINGS
 - project updates and adoption meetings.

PROCESS AND WORK FLOW DIAGRAM

PHASE ONE

(November 2020 – April 2021)

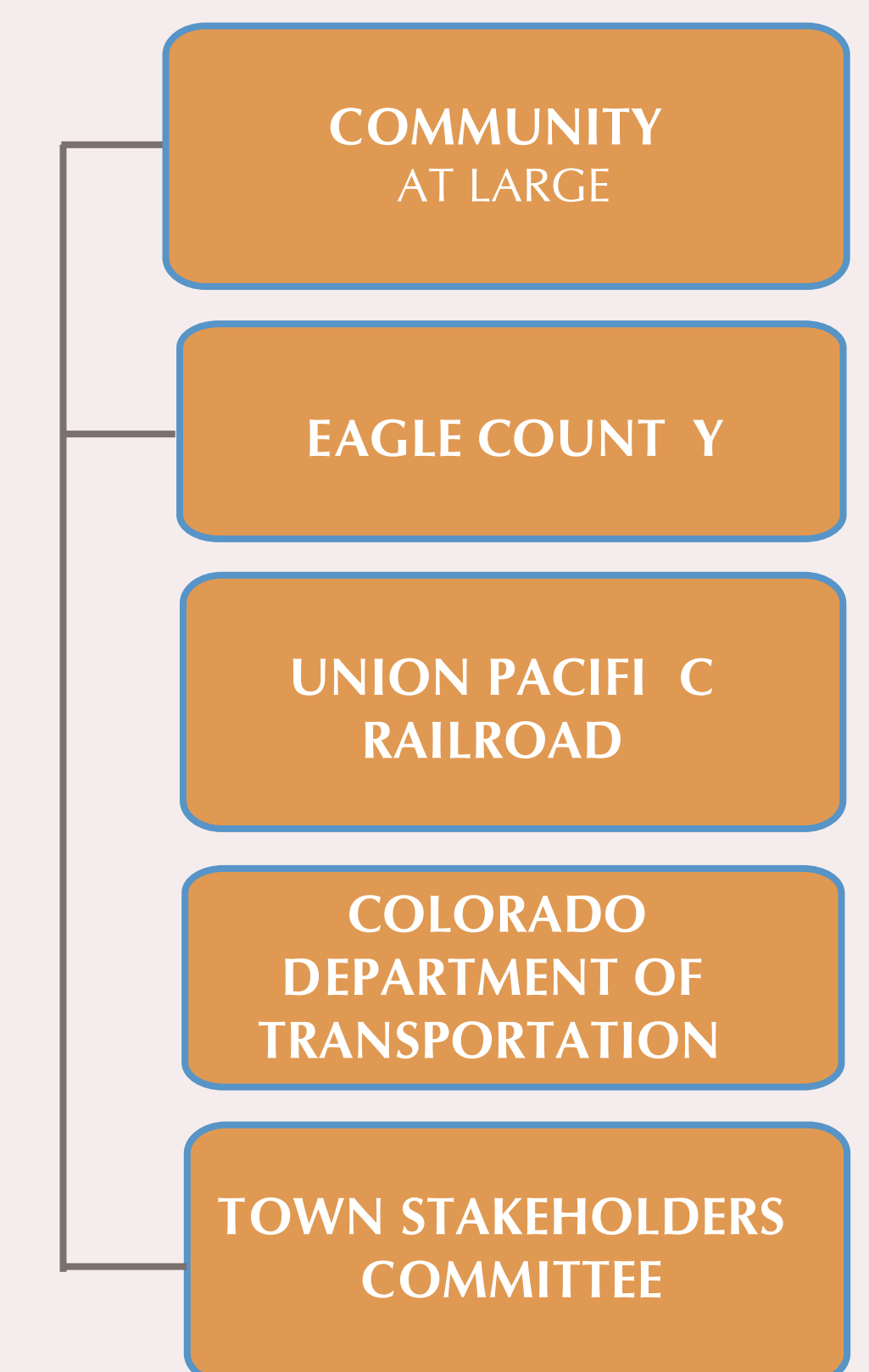
1. Team & Town Start Up
2. Guiding Principles and Goals
2. Information Review & Gathering
 - Full Design Field Survey including Utilities
3. Inventory and Analysis of Corridor
 - Block-by-block opportunities / constraints
 - Existing Conditions Traffic Analysis
 - Matrix of adjacent properties
 - Soft Real Estate parcel analysis
4. Stakeholder Engagement
 - Stakeholder Group Formation
 - Stakeholder Committee Meetings 1 & 2
5. Community Engagement Round 1
 - Part A Webinar Intro / Orientation
 - Part B Walking Audit
6. PZC & Town Council Update Meeting(s)

Stakeholder and Community Engagement

- **Stakeholder Committee Meetings 1 & 2**
 - Stakeholder Group Formation
 - Stakeholder Meeting 1 - Goals / Principles
 - Stakeholder Meeting 2 - Project Framework
 - Weeks of January 11th / February 8th, 2021
- **Community Engagement Round 1:**
 - **Part A Webinar Project Intro / Orientation**
60min Webinar Event Introducing the project followed by survey
 - Week of February 22 (tentative)
 - **Part B Walking Audit**
Virtual Walking Audit followed by mapping exercise
 - Weeks of March 15th & 22nd
- **PZC & Town Council Update Meeting**



COMMUNITY & STAKEHOLDER ENGAGEMENT



COMMUNITY ENGAGEMENT AND OUTREACH METHODS:

1. VIRTUAL (OR IN PERSON IF POSSIBLE) WALKING AUDIT & VIRTUAL CHARRETTE:
 - use drone and aerial imagery and video for self-guided tours of corridor
2. STAKEHOLDER COMMITTEE MEETINGS
 - Virtual Presentations to the Stakeholder Committee, participation in community engagement.
3. PLANNING AND ZONING COMMISSION / TOWN COUNCIL MEETINGS
 - project updates and adoption meetings.

PHASE ONE PROCESS AND WORK FLOW DIAGRAM

Name	Address	Occupation	Residency Organizations	
Amy Pates		Realtor, Real Estate Developer, Property Management	20 yrs	NAR, VBR, AGBCOA
Anna Robinson	Eagle Ranch	Vail Valley Partnership		Comp Plan Committee
Anne McKibbin			32 yrs	Eagle Town Board, Town of Eagle Planning and Zoning Commission, Eagle County Regional Transit Authority Advisory Board, NWCCOG Council, Vail Valley Partnership Economic Advisory Committee, Eagle County Climate Action Plan Stakeholders
Dan Brown	121 Hollyhock	Environmental Consultant	1yr	Cuyahoga County Community College, Chairman Environmental Health Safety Tech Adv. Board, Cuyahoga County Sewage Appeals Board - Chair, National Grownwater Association, ASTM International D-18, Professional Geologist (AIPG) Health Safety Technology Advisory Board
Jamie Harrison	797 Fourth of July Fretired		7.5 yrs	Volunteer coordinator -- Eagle Ranch Wildlife Committee
Jennifer Filipowski	25 Silver Spur	Marketing		Eagle ARTS, Treasurer; Downtown Business Alliance, Treasurer; National Black Theatre Festival, Secretary; Global Economic Diversity Development Initiative, Secretary

Opportunities	Challenges	Committee member
Hwy 6 is a fantastic redevelopment opportunity for the Town along with Old Eagle River Station Property	Traffic, Population limitations, Commercial Attraction to Retailers, Costs involved in redevelopment	Work with developers to help update and make improvements to the town while gaining a better understanding of the towns limitations
Eagle has extraordinary opportunities to continue to set itself up as a desirable, family-friendly, outdoor-oriented community where all are welcome and where our environment is respected	Limits on budget and capacity; landlocked geography; revitalizing the historic town core; taking advantage of our regional transportation networks (rail, interstate, Grand Avenue, access into Brush Creek) without being overrun by them or losing community character; guiding and managing development amidst conflicting wants and desires in the community.	Listen, think outside the box, bring past experience to the table, recognize and respect different opinions and perspectives, but work toward the greater good for the community, aim for consensus.
A chance to define itself as a business friendly community and to become a strategic business location capitalizing on the access to recreation and its location adjoining I70 and the Vail airport	Using my background as an elected official in a small community and my business experience as an owner, I will bring my technical expertise on environmental matters and understanding of government forward to support decision making in a reasoned, rational and balanced manner, without a pre-existing agenda or a desired outcome, but instead as a means to help the community achieve it's mission.	
The Town is being impacted significantly by changes that have been accelerated by the Covid pandemic. Home prices have increased dramatically and new home construction is increasing as people recognize the benefits of living in small communities with great recreational resources. Eagle's greatest opportunity is also its greatest challenge -- how to manage that growth while at the same time increasing community resources and opportunities.	The greatest challenge is to manage growth in a way that is accepted by the community. The decisions that will have to be made will be controversial. Not everyone will agree. Government at many levels has become less trusted by the public. Fortunately, smaller towns have the advantage of conducting more inclusive processes to make important decisions. Eagle will need to be inclusive when it makes decisions about important questions that impact all town residents -- such as the usage of Grand Avenue (Hwy 6) and adjacent property.	I will approach all decision-making with an open and inquiring mind and with the attitude that all members of the public are entitled to be heard, even if all of their concerns cannot be resolved.
The Downtown area is quaint and historic, like no other town in the Vail Valley. With our network of walking, hiking, biking, and nordic trails Eagle can be a year-round hub for tourism, but we need more amenities to keep people here after completing those activities. More restaurants, more retail, and public art on Broadway and Highway 6 to turn it into a walkable, entertainment center.	Right now we're a "drive through" town for people to get to the airport or Costco. There are too many service-based businesses at street level and empty lots, storefronts, and buildings on Broadway. Lack of way signage to communicate to visitors where shops and restaurants are. High rent. Lack of affordable housing for workers to support businesses. Lack of walkways along the business-side of Hwy 6 with difficult traffic patterns to navigate for business access by vehicles.	believe nothing we could dream up hasn't already been done before by someone else. I would look for similar towns to see what actions they took to capitalize on opportunities and incentivize growth. I also like to make plans based on data, so research is needed. We need to talk to and involve local business owners in planning to understand what they need to make their businesses thrive, and residents to understand the kind of amenities they want and need.

Kevin Sharkey	267 Mayer st	Trails Program Mgr, EC	12 yrs	Eagle Ranch, Eagle County Regional Transportation Authority, Vail Mountaineers Hockey Club
Kim Bradley	546 Grand Ave	Realtor	20 yrs	Past - VAIL Board of Realtors Governing Affairs Committee, Brush Creek Village HOA & Soleil HOA I moved to Eagle having spent the past 5 years in Vail. My family and I decided to put down roots here because we see so much potential in this special town. I love living here! I am pro-development, but feel very strongly that it is important to have a plan to expand/build thoughtfully. I have experience working with developers/builders and both myself and my partner are small business owners; promoting business development and vibrancy locally is an area of interest.
Kristen Miller	313 E 3rd st	Real Estate Broker	13 mos	Eagle County Trails, various transportation committees while at CDOT
Martha Miller	PO Box 2107	Retired Program Engineer	15 yrs	
Paul Abling	Condo in Bull Pasture			
Robert & Patti Roth	432 W 5th st		49 yrs	
Scott Fritzler	546 Grand Ave	Owner, American Lawncare & Irrigation	17 yrs	
Scott Schlosser	390 Bluffs Dr		15 yrs	ECO Trails Committe member representing Eagle, Walking Mountain Science Center Board, Bluffs HOA President, VP Eagle County Conservation District, HTC founding Board Member, Friends of Culebra Animals Board Member
Shane Dickman	705 Nogal Rd De	Wholesale Manufacturing Kombucha	16 yrs	High Country Kombucha, Inc, Eagle River Developments
Stefan Brenner	Bull Pasture Town Homes	Grand ave property Owner at 562, 630, 650, 676 Grand		
Steve Koonce				
Tony Powell	419 Washington st	Water Resource Engineer	3 yrs	

The Town has an opportunity to construct a very important missing segment of the Eagle Valley Trail from Brooks Lane to Eby Creek Road.	The existing businesses along the southern ROW will be greatly impacted by this project. Other challenges include skewed intersections, pedestrian infrastructure, drainage, and the future Brush Creek Road Extension.	It is important to understand costs, benefits, and short term and long term impacts of competing design solutions. A phased approach may be necessary.
We have the potential to build the exposure of our small businesses via improved awareness of local amenities, beautification of key areas and better and wayward finding to businesses that want to actively participate in these improvements	Lack of a strong tax base and main attractions from our key access points	Discuss ideas with community members and bring those ideas to the committee
Many, from a real estate prospective we are seeing people of all ages and backgrounds who want to live in Eagle. This is not because folks cannot afford up-valley, but because Eagle has so much to offer. From a growth/business prospective and to continue to make the town an attractive place to live....what amenities do we need? How do we encourage businesses in the downtown & Highway 6 corridor? In terms of housing, what does density in the downtown core need to be?	Expansion/maintaining open space/wildlife, traffic flow, population growth, balancing two different central cores (Eagle Ranch vs downtown), affordability Traffic conditions including multimodal opportunities along the Hwy 6 corridor and limited commercial sales tax. Connecting the residential communities with recreational opportunities on the north side of Hwy 6 and Eagle River.	I would welcome the opportunity to work with other members of the committee to come up with and expand upon a plan, to involve the community to hear concerns/ideas. I would also suggest we look at other similar towns to learn what has been successful for them and what has not worked- ex. Edwards, Carbondale, Basalt, Buena Vista
The Town of Eagle has the opportunity to shape its future while making improvements to the Hwy 6 corridor.		I would approach these challenges with an open mind, listen to other committee member ideas, and strive to find a balanced solution that addresses multiple goals.
to make Hwy 6 corridor more inviting and tie in West Eagle with the rest of Eagle	old school mentality in these areas	i have relationships with many of these people and can talk candidly with them
To make the Broadway district a destination for not just Eagle residents but for the region state and the nation. The Town of Eagle has the opportunity to have a planned development rounding out a cohesive community. Down valley is the future and growth potential for the local economy.	Lack of employees related to attainable housing and having more available residents living downtown. A sustainable daily influx of visitors to support local businesses. Affordable housing, bringing the two downtowns together, stronger retail, more industry jobs	I would encourage redevelopment of properties downtown that are a mix of residential and commercial space. Have an plan to attain property, like the church site to build a parking structure that also has a commercial or residential component on the upper levels. Openminded, ready to problem solve and willing to have a vision.

January 4, 2021

To whom this may concern:

My name is Amy Pates and I have been a resident of Eagle for 20 years. I am submitting an application to be considered for the committee on the Highway 6 Corridor in Eagle. My experience is as a Commercial Developer and Realtor in Eagle. I developed and now manage Post Office Crossing on Chambers Avenue in Eagle along with other projects in Gypsum and Eagle.

I am aware of the challenges highway 6 redevelopment pose to commercial/residential and traffic constraints and would be interested to volunteer my time towards the improvement of the Highway 6 corridor and to be involved in the Highway 6 Stakeholder Group.

Thank you for your consideration.

Amy Pates

January 6, 2020

Eagle Town Council
Town of Eagle
PO Box 609
Eagle, CO 81631

Town Council Members,

Please accept my application to be a member of the Highway 6 Stakeholders Group. I understand this work group will work with Town staff, the Council, the Planning and Zoning Commission, and the Town's consultants in the development of a plan for the Grand Avenue (Highway 6) corridor in the Town of Eagle.

As you know, I bring a number of years' experience on Eagle's Planning and Zoning Commission and the Eagle Town Board, during which this corridor was the subject of considerable discussion and at least one initial concept plan effort. With the transfer of the Highway 6 right-of-way to the towns of Eagle and Gypsum several years ago, one of the major hurdles toward realizing this long-term goal has been removed. The Town has developed "sub-area" plans for West Eagle, which fronts on Grand Avenue, and for the river corridor. The commercial and residential development areas in the river corridor plan will be accessed primarily from Grand Avenue.

With these two plans in place, with Haymeadow continuing to move through its initial development (and the approach of completing the Brush Creek bypass), and, frankly, with Grand Avenue traffic becoming a challenge for many, the time is very right for taking on this work. In my experience serving our community on the Planning and Zoning Commission, and especially on Eagle Town Board, this project will be among the three largest Town-led projects in Eagle, and will, along with the Eagle River Park, and the less glamorous but critically necessary Lower Basin Water Treatment Plant, set the town up for continued success, economic revitalization of the Grand Avenue corridor, and collateral benefits to our community as a whole.

Thank you for your consideration, and, if selected, I very much look forward to working with the stakeholders' group, our community, and the Town and its consultants to help bring forward a Grand Avenue corridor plan that will serve all of us well.

Sincerely,



Anne McKibbin
PO Box 1611
Eagle, CO, 81631
970 471-0723
amck1959@gmail.com



**Dan B. Brown, CPG, CP 127
President**

FIELDS OF COMPETENCE

- Brownfields
- Expert Testimony/Litigation
- CERCLA
- RCRA
- USTs
- Contract/Program Mgt.

CREDENTIALS

- BS, Geology, Fort Lewis College, Durango, Colorado
- Certified Professional Geologist, American Institute of Professional Geologists (#9270)
- Certified Professional, State of Ohio, Voluntary Action Program (CP #127)
- 15 hours completed toward MBA, Concentration in Management, John Carroll University, Cleveland, Ohio

PROFESSIONAL AFFILIATIONS

- Cuyahoga River Area of Concern Advisory Committee, Voting Member
- Member, National Groundwater Association Advisory Committee
- Member ASTM International Committee D-18 on Rock and Soil
- Advisory Board Member, Cuyahoga Community College, Environmental Health & Safety Technology Program
- Chairman, Cuyahoga County Sewage Treatment Systems Board

EXPERIENCE SUMMARY

Mr. Brown is the founder and President of Partners. He is responsible for running the business operations and leads the company's business development efforts. Mr. Brown directs regulatory negotiations regarding Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Ohio Voluntary Action Program (VAP), Bureau of Underground Storage Tank Regulations (BUSTR) and other programs. He has often been called upon for expert testimony services and has provided environmental program development services to both regional and national corporations. He is experienced in solid and hazardous management and landfill permitting, investigation and regulations. Mr. Brown has also maintained his credentials as a Certified Professional (CP) since the inception of the VAP, directing work on various Brownfield projects, including the issuance of No Further Action (NFA) Letters and the receipt of Covenants Not-to-Sue (CNS).

Mr. Brown sits on the Board of Directors for the Town of Eagle Chamber of Commerce.

SELECTED PROJECTS

Dechlorination of Trichloroethene and Groundwater Cleanup: Mr. Brown served as the CP for the cleanup of groundwater impacted by trichloroethene from a former manufacturing facility located in a residential neighborhood. The remedial design called for the installation of a recovery trench encircling the former plant and the injection of soy bean oil to degrade the solvents in the groundwater. Other aspects of the project included the Closure of two (2) RCRA units, the removal of two (2) USTs, abatement of asbestos and building demolition activities. The work was conducted under a grant from the Ohio Department of Development, of which, Mr. Brown was the primary architect of the funding. Mr. Brown prepared a NFA Letter under Ohio's VAP and the site has received a CNS.

Former Circuit Board Manufacturing Site-Virginia: Identified as the "Most Contaminated Site in the State of Virginia", Mr. Brown directed the investigation and eventual cleanup of this site for use as a commercial shopping center. The site was over 100 acres, including on-site buildings totaling over 700,000 square feet of space and was actively the subject of a US EPA Region 3 Corrective Action that was on-going for the remediation of volatile organic compounds in groundwater and soil. Mr. Brown designed a unique regulatory approach that resulted in the demolition of the building, removal of hazardous waste classified soil, the relocation of a groundwater pumping system and the construction of a shopping center containing over 1,000,000 square feet of retail space.

Retail Gasoline Station-Trial Testimony: Mr. Brown provided expert testimony services in order to assign damage claims in a lawsuit involving a service station operator and the Major Oil Company that delivered fuel to the site. As a result of a fuel overfill, product reached a sewer system and caused an eventual explosion and fire in a residential community. Subsequent to the settlement of the private party claims, Mr. Brown provided jury trial testimony related to the costs associated with cleanup of the service station property. Mr. Brown successfully demonstrated that the fuel overfill did not contribute significantly to the prior contamination present at the site and caused by the owner.

KEVIN SHARKEY, P.E.

0267 Mayer St. PO BOX 4211 Eagle, CO 81631

970-471-5636

kevin@townofeagle.org

COMMUNITY INVOLVEMENT

- Vice Chair, Eagle County Regional Transportation Authority Board: 2014 to 2017.
- Executive Board Member, Eagle Ranch Homeowners Association: 2012 to present.
- Secretary, Vail Mountaineers Board of Directors: May 2019 to Present
- Member, Eagle Valley Trail Completion Project Design Selection Team: 2015, Design project to complete the design of the last 19 miles of the Eagle Valley Trail.
- Citizen Representative, Town of Eagle Police Department Oral Boards, 2011-2015.
- Member, Eagle Pool and Ice Rink Capital Committee: 2016 to 2017
- Volunteer Coordinator, Town Park Ice Rink, 2014 to 2017
- Football Coach: 2019-2020: Eagle Valley Middle School
- Youth Coach, Mountain Recreation: 2010 to 2020, 28 seasons in soccer, hockey, football, and baseball.
- Volunteer: Junior Achievement, Shaw Cancer Center, Can Do MS, Jimmy Heuga Center, First Descents

EXPERIENCE

3/1/2017 To Present: Trails Program Manager, Eagle County

- County Projects
 - Project Manager: Eagle to Horn Ranch Trail: \$8,000,000 project completed in 2019. This project included a 7 mile long, 10-foot wide asphalt recreation path connecting the Town of Eagle to Horn Ranch Open Space.

6/1/2004 TO 2/28/2017: Assistant Town Engineer/Interim Town Engineer, Town of Eagle

- Town Projects
 - Engineer and Project Manager: Grand Avenue Improvements: \$350,000 project completed in 2012. This project included a ½ mile long, 10-foot wide asphalt recreation path on US Highway 6 ROW, a bus pull-out, and landscaping of both CDOT and Union Pacific ROW. I took this project from concept to completion including the civil design, obtaining CDOT and UPRR permits, obtaining funding from Eagle County, obtaining a general contractor through a bid process, overseeing construction, and making final acceptance.
 - Project manager: Supervisory Control and Data Acquisition (SCADA) for the Town's water system. This was a \$210,000 project from 2007 to 2012 including design, phased implementation, upgrades and maintenance. I worked on this project from concept in 2008 to final acceptance in 2010, and continue to help manage system upgrades and maintenance. I worked with the Public Works Director, Town Engineer, Town's Water Engineer to direct the initial design. I was the project manager for the bidding and award process, and implementation. I supervised and coordinated the design of the Human Machine Interface (HMI), hardware installation at 14 remote sites including programmable logic controllers (PLCs) and installation of communication for a secure virtual private network (VPN) throughout the system,

calibration, de-bugging, and training of the iFix software. I use the SCADA data base program, IHistorian, for historical water system data and reporting. I continue to manage the program through updates, and maintenance of hardware, software and communications.

- o Project manager, code writer, and primary author: Water Rate Study: In-house project completed in 2011. This project modeled the Town's Water Fund and led to an ordinance changing water rates and plant investment fees. This study included a water model. I was the primary code writer for the model. The water model was a comprehensive look at all revenues and expenditures for the Town's Water Fund from 2000 and looking ahead to 2034. I was the primary author of the final 114-page report.
- o Project manager, code writer, and author. Growth Study: In-house project completed in 2011. This study looked at population from census data, the Town's Land Use Code, Eagle Area Community Plan, and existing parcels in Town that could be developed or re-developed. I created a computer model that projected population growth out to 2050.
- o Project Manager: Eagleoutside.com: \$40,000 project completed in 2012. This project created the first recreation website for the Town. I led this project from concept to completion. I supervised an intern to generate content including GPS mapping, photos, and text, contracted a technical consultant, wrote a 25-page Request for Proposal, led a selection committee, worked with website developer, technical consultant, marketing and open space personnel, local trail user group, and business owners to develop appropriate design and content for the site. I also created Google maps for the site.
- o Other project manager experience: Town Utility Mapping, Nogal Park Improvements, Chambers Avenue Park and Ride Improvements, Town Park Bus Shelter, Eby Creek Road Bus Shelter, and the Eagle River Park
- Development Projects
 - o Frost Creek Amendment to an existing Planned Unit Development (PUD). This PUD is outside the Town Boundary but is on the Town's water system. The proposed change requires a second amendment to an existing water service agreement dating back to 2002. This is a complex project with a complicated history. I worked with the Town Public Works Director, Town Planner, Town Attorney and Town Water Attorneys to advise the Town Board. The issues included transferring water taps from another property, water rights, credit from a payment made in 2002, pre-payment of tap fees, unpaid fees from previous agreements, new parkland and street impact fees, recapture fees for another developer, and a \$1,000,000 bike path.
 - o Haymeadow: Planned Unit Development approved for 787 residential units on 660 acres in 2014. I worked on the Town staff team from concept to approval (4 years) to guide the developer's team and advise the Town Board of Trustees and Planning Commissioners by reviewing the project's impacts to the Town's water, waste water, and transportation facilities. I also prepared maps and other documents for meetings.
 - o Kum and Go: Planned Unit Development approval for residential development and limited commercial. The proposed gas station use was denied in 2013 due to concerns about water quality; the site is located just upstream from the Town's future public water supply point of diversion. I was the primary staff person advising the Board on water quality issues. I worked closely with the Colorado Department of

- Public Health and Environment (CDPHE) and the Division of Oil and Public Safety (OPS) to write a risk assessment report which recommended denial of the proposed gas station.
- o Eagle Ranch: Planned Unit Development of 1,260 residential units and 100,000 square feet of commercial space approved in 1999. I reviewed construction drawings and supervised construction for new filings in Eagle Ranch from 2004 to 2008, including the construction of a 488,000-gallon water tank, two road bridges, and two large mechanically stabilized earth (MSE) walls.
- o Other commercial and residential projects including Village Market, Castle Peak Senior Community Center, Eagle Health Care Center, Red Mountain Ranch, The Bluffs, The Bluffs Townhomes, The Lofts on Eagle River, Eagle County West Eagle Housing, Sylvan Circle Townhomes, Creekside Lofts, and many others.
- Public Safety
 - o Region 3 Pedestrian Safety: I spearheaded the use and CDOT acceptance in Region 3 for Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossing signs on busy highways in rural Colorado towns. I persuaded CDOT traffic and safety engineers to change a long standing policy by allowing the Town to install a RRFB sign crossing on a State Highway in the Town of Eagle. They based their acceptance on a letter I wrote in 2012 citing recent Federal Highway Administration (FHWA) studies and our unique needs and financial constraints. After installation, CDOT quickly recognized an improvement in pedestrian crossing safety. In the following years, I provided information and support to CDOT and other towns as they implemented similar RRFB installations.
 - o Community Safety: I wrote numerous traffic reports including studies on school zone pedestrian and vehicle traffic, emergency snow route parking, speed limits, intersection turning movements, and stop signs warrants. I collected the raw data and wrote the reports.
 - o School Pick Up and Drop Off Safety: I worked with school officials, PTA and police department to increase safety during pick up and drop off times. A major part of the effort is to reduce the number of vehicles by encouraging children to walk or ride their bikes to school. The strategy included an information campaign, no parking zones, and an incentive based contest with prizes donated by the local business community.

EDUCATION AND PROFESSIONAL LICENSE

1996 TO 2003: COLORADO SCHOOL OF MINES, GOLDEN, CO

M.S. ENGINEERING SYSTEMS

B.S. GEOLOGICAL ENGINEERING

2007 TO PRESENT: DEPARTMENT OF REGULATORY AGENCIES, COLORADO

PROFESSIONAL ENGINEERING LICENSE NUMBER: PE.0040812

PROFESSIONAL EXPERIENCE

Engel & Volkers

Real Estate Advisor

Vail, CO

May 2019 – Present

Fortius Realty

Broker Associate

Avon, CO

May 2016 – May 2019

- Residential, development project sales- Sole broker, responsible for all aspects of sales cycle and transaction management
- Responsible for staging of model, meeting with clients to select finishes/design home and planning of spec homes/blueprints
- Collaborated with Developer, Builder and Construction Team providing due diligence and recommendation for future projects
- Closed 30 transactions totaling over \$14 million in sales for 2018

ARA Newmark (Newmark Grubb Knight Frank)

Research Analyst

Denver, CO

January 2015 – May 2016

- Team closed \$2.05 billion in sales in 2015- provided all aspects of market data, research and rent/sales comparables
- Responsible for generating all quarterly market reports and delivering insights on economic activity, conditions and trends
- Provided content for proposals, BOV's, offering memorandums, presentations for institutional, private client and land teams

Redevelopment Enterprises

Residential Real Estate Investor Assistant

Denver, CO

June 2013 – January 2015

- Responsible for full cycle of acquiring properties- created the opportunity, negotiated the sale and wrote the contracts
- Managed a 4-person crew and subcontractors with day-to-day operations, project management and design of 7 active renovations
- Property Manager for 10 multifamily units, handled all leasing components and ongoing communication needs

CorePower Yoga, LLC

Customer Experience Specialist

Denver, CO

May 2012 – May 2013

- Managed 15-person Customer Experience Team providing member service support across 70 studios nationwide
- Implemented strategies to improve member retention and brand promotion fielding inbound member calls
- Assisted in the company-wide deployment of Salesforce for studio programming and workshops

PaySimple

Business Development Associate

Denver, CO

March 2011 – March 2012

- Served in multiple roles for early-stage technology company- researched and targeted new verticals to market the product
- Managed and strengthened strategic relationships with integrated software partners, resulted in increased customer base and sales
- Prepared private-label software proposals for deals with enterprise clients, including Western Union and Chase Bank

Raytheon Polar Services Company

Transportation Specialist

McMurdo Station, Antarctica

October 2009 – February 2010

- Responsible for intercontinental transport in support of The National Science Foundation and U.S. Antarctic Program
- Dispatched a 30-member department; operated and inspected transport vehicles in extreme weather conditions
- Member of organizing committee for the annual 1,200-person charity fundraising event

Wellington Management Company, LLP

Product Management Assistant

Boston, MA

September 2007 – September 2009

- Supported Investment Director team at a top-tier asset management firm in a highly professional, fast-paced environment
- Conducted product performance analysis and prepared presentations for global institutional clients
- Acted as the liaison between the Portfolio Manager, Product Manager and the client

EDUCATION

The Pennsylvania State University

- Bachelor of Arts, Communications and Sociology
- Minor in Business

University Park, PA

December 2006

Phillips Academy Andover

- Received post-graduate scholarship in recognition of academic and athletic excellence

Andover, MA

September 2001 – June 2002

HONORS AND SKILLS

The Pennsylvania State University

Division 1 Varsity Athlete, Women's Field Hockey Team

University Park, PA

September 2002 – May 2006

- Endowed Scholarship recipient; awarded for excellence in athletics, academics, and community service
- Member of National Championship runner-up team, Big Ten Championship Team, Big Ten All-Academic Team
- Elected Vice President to represent 600+ athletes; Chaired the Student Athlete Welfare and Special Events Committee



To: Mayor and Town Council

From: Bill Shrum, Assistant Town Manager

Date: January 12, 2021

Agenda Item: Resolution No. 09, Series 2021 – “A Resolution of the Town Council of the Town of Eagle, Colorado supporting the application for grant funding from the Colorado Department of Transportation Revitalizing Main Street program”.

REQUEST:

Staff requests that the Town Council review the resolution supporting the application for grant funding to install pedestrian and traffic safety improvements to downtown Broadway

INTRODUCTION:

The Colorado Department of Transportation (CDOT) announced a \$4 million fund in 2020 to support shovel-ready projects to improve main street safety and to accommodate the use of public rights-of-way for expanded retail and restaurant use due to COVID-19. This fund provides up to \$50,000 with a minimum of \$5,000 matching from communities for pedestrian and safety projects.

ANALYSIS:

The Downtown Business Alliance and other stakeholders in downtown have identified a festival lighting scheme as desirable to demarcate the district as well as provide permanent lighting enhancements on major intersections often dark from 5pm on in winter months. Traffic barriers have also been an expense for the Town when producing events, and even more so with ongoing street closures. Funds for this project will increase pedestrian lighting and safety downtown and provide for water-filled barriers which are durable, easily mobile, and more pleasing for ongoing use by the Town.

To assist with this grant application process, Town staff reached out to Norris Design, a landscape architecture firm in Fraser, Colorado. Norris Design worked with the Town on the recently completed and well-received Haymaker Trailhead Recreation Campus Master Plan in 2019. Norris Design drafted concept sketches for the installation of festival lights, traffic barriers, and aesthetic enhancements for Broadway, and has committed to managing the installation of the project if the grant is successful.

COMMUNITY INPUT:

Town Staff has identified the main objectives of this grant based on the feedback from the Downtown Business Alliance, Downtown Broadway Stakeholders, the DCI Community Assessment objectives, and requirements for the CDOT Revitalizing Main Street grant.

BUDGET / STAFF IMPACT:

The Town will commit \$13,263 to the total expense of the project and request the full \$50,000 allocation from CDOT. Public Works and Administrative staff will work with Norris Design for the final design and installation.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project helps to increase the health, safety, and environment of downtown Broadway, invests in infrastructure for the community, and creates higher quality places for public gathering and community pride. These objectives are called out as major objectives and guiding principles in the 2020 Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

Recommended action is a motion to **APPROVE** or **DENY** Resolution No. 09, Series 2021 – A resolution of the Town Council of the Town of Eagle, Colorado supporting the application for grant funding from the Colorado Department of Transportation Revitalizing Main Street program.

ATTACHMENTS:

Resolution 09-2021 Support for CDOT Revitalize Streets Grant.pdf
CE-201210_CDOTGrant_Expenses.pdf
DBA CDOT-Support-Letter.pdf
Eagle_CDOT_Improvement_Areas.pdf
PR-20210107_Eagle CDOT grant SoW.pdf

TOWN OF EAGLE, COLORADO
RESOLUTION No. 09
(SERIES 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO SUPPORTING THE
APPLICATION FOR GRANT FUNDING FROM THE COLORADO DEPARTMENT OF
TRANSPORTATION REVITALIZING MAIN STREET PROGRAM

WHEREAS, The 2020 Town Council Strategic Plan identifies Protecting Public Health, Safety, and the Environment as a guiding principle; and

WHEREAS, The 2020 Town Council Strategic Plan lists major objectives to match infrastructure to quality of life in the community and to stimulate economic vitality and development; and

WHEREAS, The 2020 Comprehensive Plan, Elevate Eagle, specifically calls out that Downtown Eagle should be a place of public gathering and community pride; and

WHEREAS, The Downtown Business Alliance has written a letter of support for the application of this grant opportunity; and

WHEREAS, The Colorado Department of Transportation (CDOT) Revitalizing Main Streets program is designed to offer small-scale grants to assist immediate actions to help safely improve the economy and healthy communities,

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

Section 1. The Town Council hereby supports the application by the Town of Eagle for \$50,000 in funds from the CDOT Revitalizing Main Streets Grant, with a contribution from the Town of \$13,263 for a total project budget of \$63,263.

Section 2. The project will install permanent overhead festival lighting at the intersections of Broadway and 2nd street as well as Broadway and 4th street. The Downtown project will also provide aesthetic design and durable mobile barriers for street closures and events.

Section 3. The Town will retain Norris Design for the project management, design, and installation of the proposed improvements in accordance with the project proposal and stated use of grant funding.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on January 12, 2021.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

01/07/2021

Town of Eagle
Bill Shrum
Assistant Town Manager
200 Broadway
PO Box 609
Eagle, CO 81631
Bill.shrum@townofeagle.org
970.328.9652

Town of Eagle – CDOT Improvements and Overhead Lighting

Eagle, Colorado

PROJECT DESCRIPTION

This project includes the design, procurement, and management of overhead string lights across the intersections at Broadway and 4th and Broadway and 2nd. It also includes the procurement of bollards for temporary street closures.

SCOPE OF WORK

Task 1 – Construction Observation

- A. Develop a plan showing lighting location area and improvements scope of work and product cutsheets to be used for the purpose of procuring project proposals from contractors. Note: These are not construction drawings.
- B. Meet with contractor(s) on site to review scope of work and obtain bid for procurement and installation of lighting.
- C. Evaluate bids from contractor(s).
- D. Review contractor shop drawings.
- E. Assist the town in contracting with chosen contractor for procurement and installation of lighting.
- F. Assist the town with procuring temporary bollards for road closures.
- G. (1) Site meeting with contractor at job site location for project kick off.
- H. (1) Final site meeting to check for completion in fulfilling project vision and contract requirements.
Meetings and Processing required to keep the project moving forward. Attending meetings with the client, and contractor(s) is critical to the success of this project and ensures the project will move forward smoothly and in a timely manner. Processing is the day-to-day project related tasks to keep the project moving forward. Assumes (8hrs)

AGREEMENT QUALIFICATIONS

- A. Assumptions
The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information.

- 1. Soils/Geology Reports
- 2. Surveying

3. Aerial Photography
4. Phase I or Other Environmental Site Assessment Report
5. Topographic Survey
6. Wetlands Report

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

1. Illustrative Graphics (other than those identified within this agreement)
2. Engineering (i.e. – Civil, Electrical, Structural, Mechanical, Traffic, etc.)
3. Construction Documents
4. Construction Administration
5. Irrigation Plans

C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

<u>Term</u>	<u>Definition</u>
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item

TERMS AND CONDITIONS

A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work on a monthly basis based on work completed.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal

Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.

6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
8. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
13. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
14. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
15. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
16. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
17. Norris Design maintains a policy of supplying single layered graphics files and videos for the client's unrestricted use and retaining the layered files and 3D models under intellectual property rights.
18. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.
19. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
20. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
21. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
22. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.

23. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

B. Specific Terms

C. Standard Hourly Rates

Principal	\$ 120.00 - \$ 170.00/Hour
Senior Staff Member	\$ 90.00 - \$ 120.00/Hour
Staff Member	\$ 70.00 - \$ 90.00/Hour
Clerical	\$ 65.00/Hour

D. Fee Schedule

Task 1 – Construction Observation	\$6,000
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Total Fee Estimated Not to Exceed for Task 1 **\$6,000**

E. Acceptance and Agreement

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

Norris Design, Inc.

Town of Eagle



Name
Principal

Title
01/07/2021

Date

Name

Title

Date

Town of Eagle - Right of Way Improvements

12.14.2020 Improvements Pricing

NOTES:

1. This is an opinion of probable cost prepared during the design development level of design. Pricing is preliminary. Prices, quantities and scope of work is not final and is subject to change.
2. Assumes all existing electrical power supplies and connections will handle additional load of string lights.
3. Assumes structural engineering for existing lightpoles and light bases can handle additional wind and lateral movement load of string lights. String lights are proposed only where existing cable for signage and banners is present.
4. Pricing as shown below is based on competitive pricing and historic data for similar project scope of work in similar geographic regions. Pricing is provided for reference - Final pricing to be determined by Contractor.

GENERAL CONDITIONS

Item	Quantity	Unit	Unit Cost	Extension
Permits, Fees, and Surveying (Bill - electrical permit cost)	0	lump	\$ -	\$ -
Traffic Control (1 day)	1	lump	\$ 3,000.00	\$ 3,000.00
			Subtotal	\$ 3,000.00

SITE FURNISHINGS / AMENTITIES

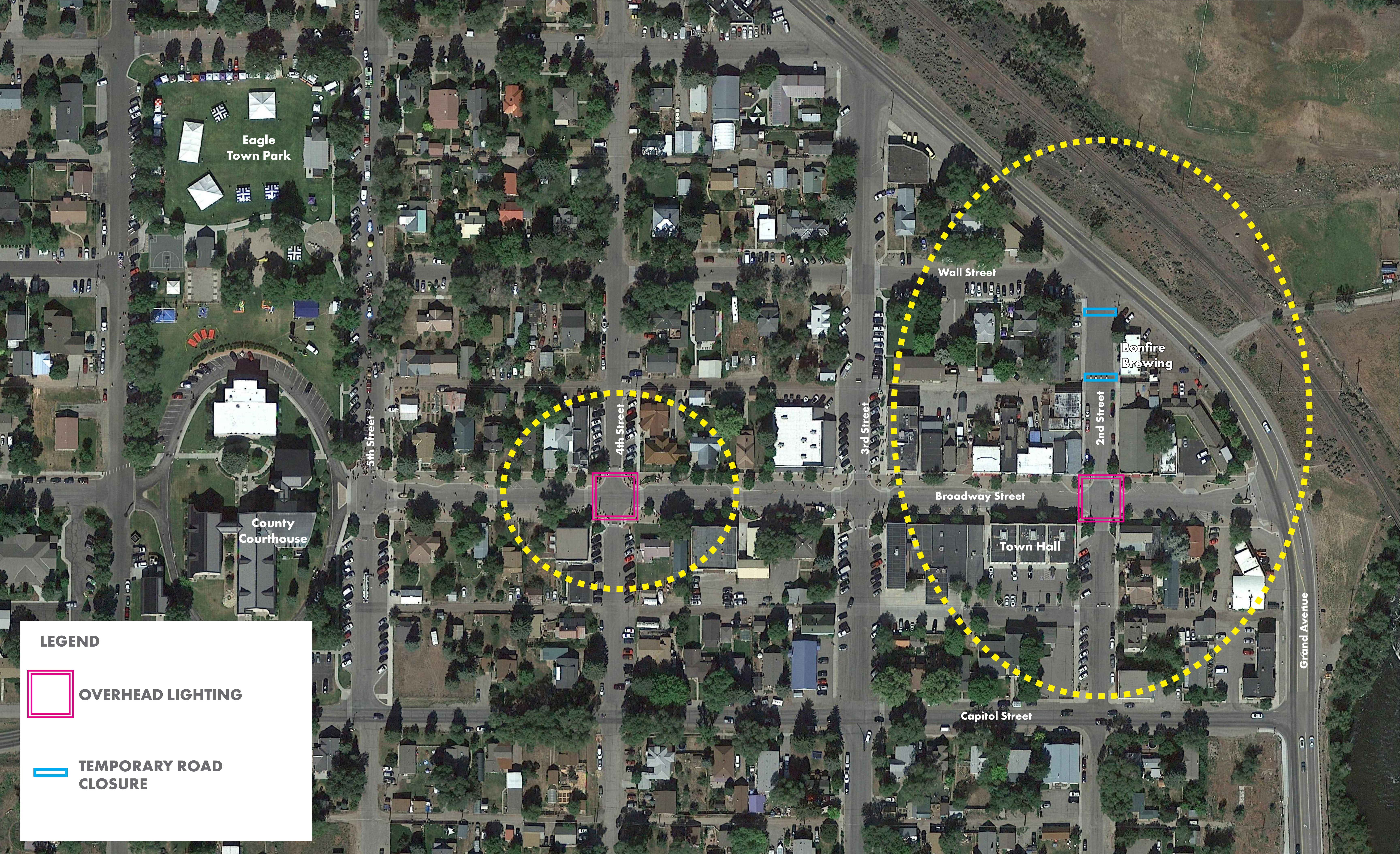
Item	Quantity	Unit	Unit Cost	Extension
Provide and Install String Lighting (1 piece - 132')(2) pieces per intersection. 2nd and Broadway				-
Labor for string lights - 2nd and Broadway	1	lump	\$ 8,900.00	\$ 8,900.00
Materials - string lights power connection, wiring and attachment (assumes power connection and existing electrical are adequate to handle additional load) 2nd and Broadway	1	lump	\$ 15,600.00	\$ 15,600.00
Provide and Install String Lighting (1 piece - 132')(2) pieces per intersection. 4th and Broadway				
Labor for string lights 4th and Broadway	1	lump	\$ 8,900.00	\$ 8,900.00
Materials - string lights power connection, wiring and attachment (assumes power connection and existing electrical are adequate to handle additional load) 4th and Broadway	1	lump	\$ 15,600.00	\$ 15,600.00
Water wall Traffic barrier from Traffix Devices, Inc.	12	each	\$320	\$ 3,840.00
			Subtotal	\$ 52,840.00

SOFT COSTS

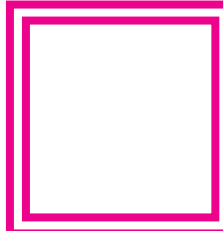
Item	Quantity	Unit	Unit Cost	Extension
Site Design	1	ea	\$ 1,500.00	\$ 1,500.00
Project Management	1	ea	\$ 4,500.00	\$ 4,500.00
			Subtotal	\$ 6,000.00

TOTAL	\$ 61,840.00
CO Tax at 2.3%	\$ 1,422.32
GRAND TOTAL	\$ 63,262.32

GRAND TOTAL	\$ 63,262.32
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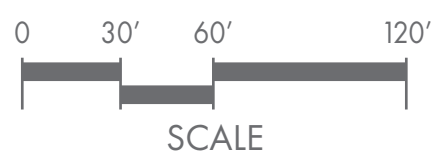
LEGEND



OVERHEAD LIGHTING



TEMPORARY ROAD CLOSURE



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

Re: CDOT Grant for Overhead Lighting and Street Closure Beautification

To whom it may concern,

It has come to our attention that the Town of Eagle is applying for grant funding from CDOT for overhead street lighting and road barriers to improve the aesthetics of closing streets for community events. As a representative of the Downtown Business Alliance, comprised of businesses in Historic Downtown Eagle, we wholeheartedly endorse and support this request for funds and their intended purpose.

The lighting on the main artery of the downtown area, Broadway Street, is grossly insufficient. Once the sun sets, the road is basically pitch black. In the era of COVID the preference is to encourage outdoor gatherings, so as the weather starts warming in the Spring, having better lighting along Broadway will be beneficial to the success of our local businesses.

In addition, by expanding the Town's ability to distribute street closure barriers, local non-profits and businesses that produce outdoor festivals and events will be able to begin their programming earlier in the season, again, encouraging outdoor gatherings as indoor options continue to pose health and safety risks.

Thank you for your consideration.

Sincerely,



Jennifer Filipowski, Treasurer



Downtown Business Alliance
Eagle, Colorado

broadwaystreeteagle@gmail.com @broadwaystreeteagle
PO Box 873, Eagle CO 81631



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: January 12, 2021

Agenda Item: Annual Appointment to NWCCOG

REQUEST: Council is requested to appoint a member to serve as the 2021 NWCCOG representative.

BACKGROUND: This is an annual appointment. The 2020 Appointee was Matt Solomon.

ANALYSIS: As members of NWCCOG, they request that each representative serves from the January meeting to the following January unless sooner replaced by the Member Jurisdiction. Representatives and voters of the Member Jurisdiction may be Elected Officials and appointed administrators.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: NWCCOG membership is a budgeted line item. Any expenses incurred by the appointed member is also budgeted.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Membership in NWCCOG supports the strategic plan by exposing members to best practices and new ideas.

RECOMMENDED ACTION OR PROPOSED MOTION: Council is requested to appoint a member for 2021 by Motion.

ATTACHMENTS:

1. DESIGNATION OF REPRESENTATIVE



Designation of Representative To Northwest Colorado Council of Governments (NWCCOG)

*** Representatives to the Council shall be designated by each Member Jurisdiction annually prior to the regular Council meeting in January. Each representative shall serve from the January meeting to the following January unless sooner replaced by the Member Jurisdiction. Representatives and voters of the Member Jurisdiction may be Elected Officials and appointed administrators.*

WHEREAS, the governing body of _____ (“Public Entity”) is advised that the business to be conducted at Members’ Meetings of the Northwest Colorado Council of Governments (NWCCOG) must be transacted by the Official Representative of each Member; NOW, THEREFORE, BE IT RESOLVED, that the governing body of _____ (“Public Entity”), hereby and herewith: designates the following as its Official Representative and Alternate Representative;

The **Official Representative** to all NWCCOG meetings;

NAME: _____

TITLE: _____

PHONE: _____ EMAIL: _____

☐ _____ Please check box and initial if you have completed Council/Board Ethics Training over the course of your government tenure (for CIRSA coverage reduction)

The **Alternate Representative**:

NAME: _____

TITLE: _____

PHONE: _____ EMAIL: _____

☐ _____ Please check box and initial if you have completed Council/Board Ethics Training over the course of your government tenure (for CIRSA coverage reduction)



To: Mayor and Town Council

From:

Date: January 12, 2021

Agenda Item: Union Pacific Tennessee Pass Rail Line Committee Participation Request

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS: None