



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

**Town Board of Trustees
Tuesday, January 12, 2016**

**Public Meeting Room / Eagle Town Hall
200 Broadway
Eagle, CO**

WORK SESSION BEGINS AT 4:30 PM

*This agenda and the meetings can be viewed at www.townofeagle.org.
Meetings are also aired online at <https://vimeo.com/channels/townofeagle/>.*

4:30 – 5:00 PM – WORK SESSION WITH ECO TRAILS

5:00 – 5:45 PM – WORK SESSION WITH EAGLE RANCH AND WECMRD

6:00 PM – REGULAR MEETING CALLED TO ORDER

PUBLIC COMMENT

Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic, unless arrangements have been made for a presentation with the Town Clerk.

PRESENTATIONS

Eagle Police Department Officer Commendation – Chief Staufer

LIQUOR LICENSE AUTHORITY

Brush Creek Saloon – Renewal Application (Town Clerk and EPD) *(Due to incidences documented by Eagle PD, applicant was requested to appear.)*

DISCUSSION, DECISIONS OR DIRECTION REQUESTED

1. MEAC Event Funding – Amy Cassidy *(Request for Board approval of MEAC recommended event funding for 2016)*
2. Haymeadow Wildlife Fence – John Staight and Scott Schlosser *(Request regarding necessity of wildlife fencing)*
3. Resolution 2016-09 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Approving an Agreement with BCP-ARR Water, LLC Concerning Reimbursement of Costs *(Allows the Town to invoice for reimbursable costs related to this action.)*

a. Agreement Concerning Reimbursement of Costs

EXECUTIVE SESSION – Pursuant to C.R.S. § 24-6-402(4)(a) to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property.

CONSENT AGENDA

Consent agenda items are routine town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation.

1. Minutes December 8, 2015
2. Bill Paying and Payroll
3. Resolution 2016-01 A Resolution Designated the Place for Posting of Notices of Meetings for the Boards and Commissions of the Town of Eagle (*Annual designation and statutory requirement – no changes from previous years*)
4. Resolution 2016-03 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Appointing Kevin Sharkey Murphy To Serve As Town Representative On The Eagle Recreation Facility Advisory Corporation Board (Formerly held by Tom Gosiorowski and recommended replacement by Tom - approved by Dusty Walls.)
5. RIVER CORRIDOR PLAN Consultant Agreement – S2O Design and Engineering for River Engineering Design, Permitting and Construction Oversight Services for Eagle River Park Instream & Riverbank Improvements (Tasks 4-9) (*Contract included for formal ratification/approval. This was a budgeted item and previously executed.*)
6. RIVER CORRIDOR PLAN Construction Contract – studioINSITE LLC Design for Eagle Riverfront Park (*Contract included for formal ratification/approval. This was a budgeted item and approved in concept at December meeting.*)
7. RIVER CORRIDOR PLAN Landscape Architectural Services – studioINSITE LLC Architectural Basic Services for Eagle Riverfront Park Concept (*Contract included for formal ratification/approval. This was a budgeted item.*)

RIVER CORRIDOR PLAN CONTRACTS

1. Resolution 2016 10 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Consultant Agreement Between The Town And S2o Design Engineering, Inc. For The Purpose of Assisting the Town in the Design of the Eagle Valley Trail Connection (*Contract for work Trail connection between Chambers Park, River Park and Riverbank Improvements.*)
 - a. Consultant Agreement – S2O Design and Engineering Inc. for Design Serves for the Eagle Valley Trail
2. Resolution 2016 11 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Consultant Agreement Between The Town And Ground Engineering Consultants, Inc. For The Purpose of Assisting the Town with the Proposed Chambers Park Trail (*Contract for work Trail connection between Chambers Park, River Park and Riverbank Improvements.*)

- a. Consultant Agreement – Ground Engineering Consultants for Subsurface Exploration and a Geotechnical Report Concerning the Proposed Chambers Park Trail

LAND USE

1	John Poukish - Pre Annexation Discussion (Tom Boni)	
2	Resolution 2106-04 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Adopting An Amendment To The Annexation Plan For The Town Of Eagle, Colorado. <i>(Three Mile Plan attached)</i>	
3	Project:	Highway Six Annexation
	File #:	AN15-01
	Applicant:	Town of Eagle
	Location:	Highway Six
	Staff contact	Tom Boni (Town Planner)
	<p>a. Resolution 2016 05 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation A To The Town Of Eagle, Colorado.</p> <p>b. Resolution 2016 06 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation B To The Town Of Eagle, Colorado.</p> <p>c. Resolution 2106 07 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation C To The Town Of Eagle, Colorado.</p> <p>d. Resolution 2016 08 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation D To The Town Of Eagle, Colorado.</p> <p>e. Ordinance 2016 01 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation A To The Town Of Eagle, Colorado.</p> <p>f. Ordinance 2016 02 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation B To The Town Of Eagle, Colorado.</p> <p>g. Ordinance 2016 03 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation C To The Town Of Eagle, Colorado.</p> <p>h. Ordinance 2016 04 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation D To The Town Of Eagle, Colorado.</p>	
4	Project:	Second Street Suites Hotel
	File #:	DR15-05
	Applicant:	Daniel Ritsch (Wall Street Family Partners, LLC)
	Location:	120 Second Street & 214 Wall Street
	Staff Contact:	Tom Boni (Town Planner)
	Request:	Major Development Plan review of a 23-unit boutique hotel.
	<i>Applicant requests continuance to January 26, 2016</i>	
5	Project:	Second Street Suites Hotel

File #:	MS15-02
Applicant:	Daniel Ritsch (Wall Street Family Partners, LLC)
Location:	120 Second Street & 214 Wall Street
Staff Contact:	Tom Boni (Town Planner)
Request:	Minor Subdivision to consolidate two tax lots into one larger lot.
	<i>Applicant requests continuance to January 26, 2016</i>

DISCUSSION ITEMS

1. Ballot Initiative Update – Tom Boni and Matt Farrar
2. Election Update – Jenny Rakow
3. Town Manager Search Update – Jenny Rakow

PARTNER/STAFF UPDATES AND CORRESPONDENCE – NO ACTION

1. Eagle Information Center (*Reports from Manager on Referrals, Revenue and Visitor Numbers for last quarter 2015.*)

FUTURE AGENDA ITEMS

ADJOURN

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

MEMORANDUM

DATE: January 7, 2016 (for January 13, 2016 Trustees Meeting)
TO: Town of Eagle Board of Trustees
FROM: Ellie Caryl, ECO Trails Program Manager, Eagle County
RE: TOWN OF EAGLE TO HORN RANCH TRAIL AND GOCO GRANT OPPORTUNITY

Overview:

- Eagle County staff would like to discuss a partnership between Eagle Town Trustees and Eagle County to request Great Outdoors Colorado (GOCO) grant funding for the “Eagle to Horn Ranch” paved trail project in late February, 2016.
- GOCO announced in September, 2015 that it would award trail grants totaling \$30 million over 4 years to projects that close major gaps in regional trail systems and make connections to “vibrant green” spaces within or near population centers.
- Early information from GOCO is that “concept papers” will be due in late February. Selected applicants will then be invited to submit a full grant application, and project awards announced in September. If a project is well developed at concept paper stage (e.g. easements obtained and in process throughout, design in process, environmental studies complete, costs and funding match sources known), chances of being selected to submit a full grant application are vastly improved. GOCO staff indicated that grant amounts per project would likely cap at \$3 million.
- The unbuilt trail project from Town of Eagle to Horn Ranch may be an excellent candidate for this particular grant cycle for several reasons:
 - It is a 7 mile project, beginning at Nogal Gulch and ending at east end of Horn Ranch. It closes a “meaningful gap” in a regional system, and ties a population center to a 287-acre public open space park and beyond.
 - It will provide a long distance, relatively fast and straight route with few interruptions from intersections currently and in future (due to rail), appealing to road bikers as well as casual bikers.
 - It has relatively few owners over 7 miles – existing trail easements on the south edge of the Eagle Valley Commercial Center, RED parcels (ERS), Red Mountain Ranch (Lapin), Eagle County School District, BLM, UPRR and Eagle County.

Negotiations with owners in the unincorporated area are underway currently, with cost or donation terms to be known by early February.

- o The environmental and cultural studies are complete. The preliminary design is underway. Preliminary costs will be known by the GOCO concept paper deadline.

Design Process and ERS/RED property:

The cost of design and permit studies is currently funded by a grant from ECO Transit (due to a one-time fuel budget savings) and at the time of the work launch, ERS was still required to construct the trail across RED property to Nogal Gulch. Consequently the trail through the incorporated area was not included in the design project.

A design scope amendment is being costed now to include the length of trail in the Town limits. It is hoped the current design fund can accommodate this added work, with more details known by the Trustees meeting.

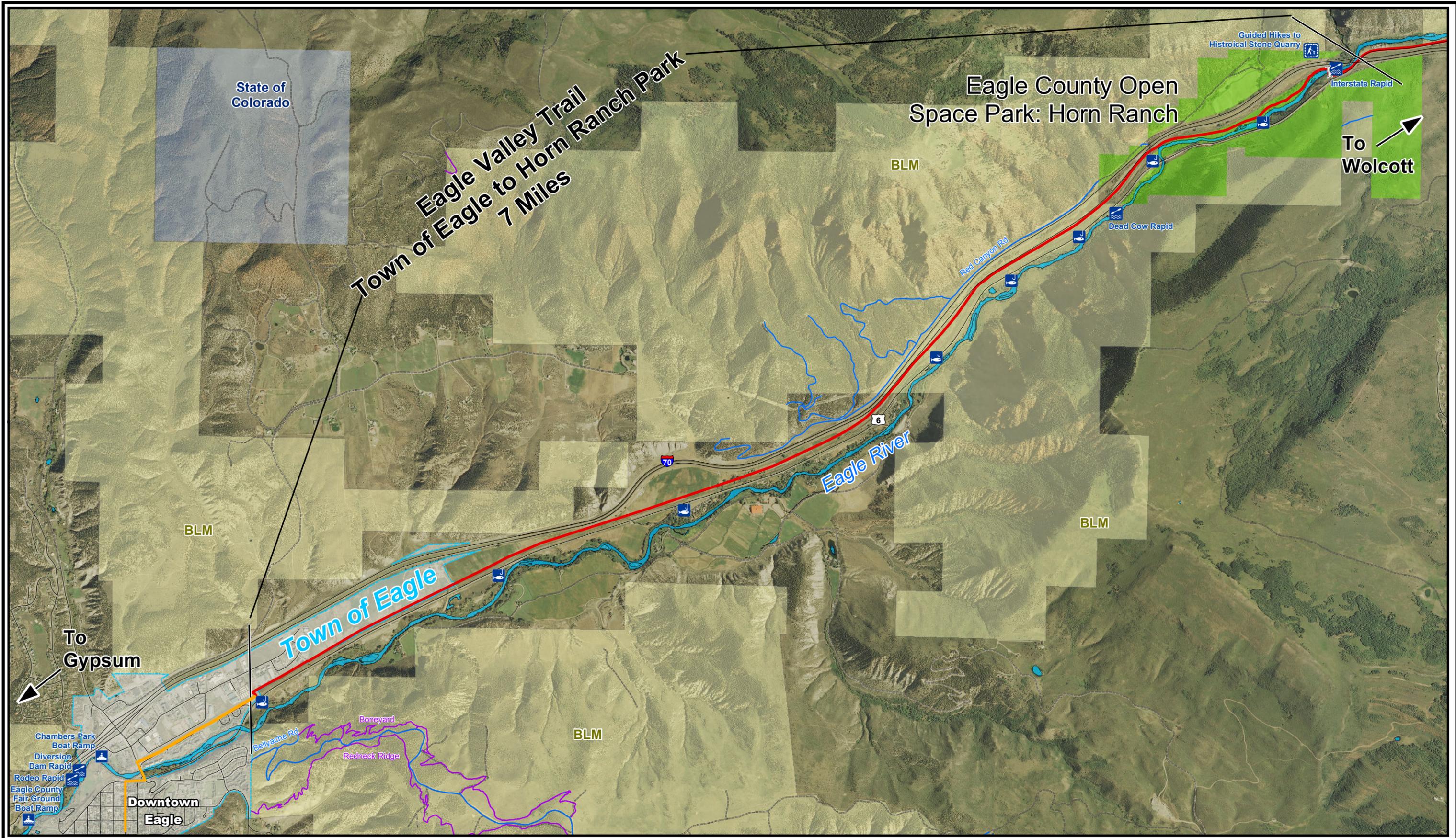
Town staff has contacted ERS/RED to determine interest in cooperating to grant the easement this year so that we may be successful in a grant application and make full connection to the Town. Town staff can share information on the conversation to date.

Project Cost:

The very early estimates of the project cost are \$6 – 7 million due to length, possible land costs, local construction costs and difficult terrain at the east end of the project. The project is intended to be a permanent investment for decades of use, with some lifespan costs due to surfacing.

Items for Discussion at January 12 Trustees Worksession:

1. Review route map (large format map will be available at meeting). Alternate routes will be briefly described and why eliminated.
2. Discuss actions/information between County and Town staff regarding trail route and lands in the Town of Eagle
3. Discuss likely sources of match funds e.g. ECO Trails funding pool, Open Space funds, Town of Eagle funds, other. The grant request would be for construction funds.
4. Review GOCO grant program parameters (more information expected next week.
5. Confirm Town's interest in partnering to pursue a GOCO grant to complete this trail segment and next discuss next steps.



Eagle Valley Trail

Eagle to Horn Ranch Open Space Segment

- Existing Eagle Valley Trail
- Preferred Eagle Valley Trail Alignment
- Bridge
- Town Boundary
- Horn Ranch Open Space
- BLM
- State of Colorado
- Paved Road
- Unpaved Road
- Motorized Travel
- Foot / Horse / Mechanized Travel
- Rivers & Lake
- River Rapid
- River Access
- Fishing Access

This map was created by the Eagle County GIS Department. Use of this map should be for general purpose only. Eagle County does not warrant the accuracy of the data contained herein.



12 May 2015

The Town of Eagle

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Meetings:
2nd and 4th Tuesdays

Steve Russell
WECMRD

VIA: e-mail

Steve,

Please convey to the WECMRD board that following the three party meeting with Town, WECMRD and Eagle Ranch HOA representatives on May 1, 2015 that the Town seeks to further pursue with WECMRD, design of an approximately 6,000 square foot addition to the Pool and Ice facility to accommodate fitness activities.

We agree that addition of activities accommodated by such an addition would greatly increase the financial, operational sustainability of the facility while providing a more robust recreation experience for the citizens for a relatively modest capital investment by both parties.

WECMRD has already engaged architectural firms in a smaller addition to the facility. After discussion with WECMRD staff and representatives from the Eagle Ranch HOA, Town agrees that that design process should be expanded to accommodate a larger facility. The goal being that the design level drawings be brought to a level of detail that the project can be priced prior to finalization of Town and WECMRD's 2016 budgets this fall. The town desires once project pricing is established to sit down with WECMRD and negotiate a plan to finance the project with the goal that it could be open for the winter season of 2016 – 2017. The town is not in a position to fund its half of such a project in a single year, and would anticipate an agreement with WECMRD for multi-year financing.

Town understands that this may also be contingent on an agreement between WECMRD and Eagle Ranch HOA for transfer of equipment and membership from the existing Eagle Ranch Fitness Center, and that a preliminary agreement to that end is forthcoming.

Jon Stawney,

Manager, Town of Eagle

Eagle Ranch
A S S O C I A T I O N

June 4, 2015

Jon Stavney, Town Manager
Town of Eagle
Box 603
Eagle, Colorado 81631

VIA EMAIL: steve@wecmrd.org
Mr. Steve Russell
Western Eagle County Metropolitan Recreation District

Re: Proposed Fitness Center at Eagle Pool and Ice Rink

Dear Jon and Steve,

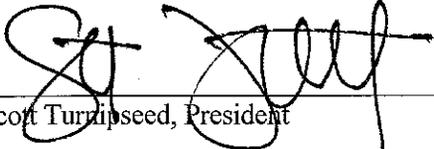
The Eagle Ranch Association is interested in pursuing an agreement with the Town of Eagle and WECMRD related to the proposed fitness center at the Eagle Pool and Ice Rink. The Association requests that an Association representative be appointed to serve on the Town's Recreation Committee charged with planning and implementing the Town's fitness facility. The Association's representative would work with the committee to reach an agreement outlining terms pursuant to which the Association would be willing to close its fitness center and transfer its fitness equipment to the Town's fitness center.

Based on our preliminary discussions, the Association may be willing to close its fitness facility to avoid competing with the Town fitness center; provided that the Town's fitness center opens for business no sooner than October 1, 2016 and no later than March 1, 2017. The Association may also be willing to transfer its fitness equipment to the Town's fitness center for compensation to be agreed upon among the parties.

The Eagle Ranch Association looks forward to working with both the Town of Eagle and WECMRD to enhance the recreational opportunities offered in the Town of Eagle.

Very truly yours,

EAGLE RANCH ASSOCIATION


Scott Turnipseed, President



The Town of Eagle

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Meetings:
2nd and 4th Tuesdays

To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Re: Honzik, Inc. d/b/a Brush Creek Saloon – Renewal Tavern License

Date: January 12, 2016

SUMMARY: Applicant was requested to appear before the Board to address concerns during past year regarding incidents in 2015 documented by Eagle Police Department (“EPD”). Please review the memo from Sgt. Toy attached. *Owner Dagmar has submitted a letter regarding why she was personally not able to attend.*

This is not a request to consider denial of the renewal, however, the number of instances are a concern that the Board needs to be made aware of. EPD has been proactively setting up a series of interactions in an attempt to resolve these issues and improve the culture at this location. Additionally, Sgt. Toy has provided the applicant with a list of items to be addressed in 2016.

ACTION PLAN: Part of EPD’s plan for 2016 is to conduct two documented “reviews” to be presented with the Town Clerk to the Town Board. This will be an attempt to document progress made towards improving the culture of the Brush Creek Saloon and thereby reducing the number of incidences that involve EPD resources.

If it is determined there is a lack of progress and/or an egregious violation has occurred and/or continued incidents of liquor code violations, however minor, the applicant may be served with a liquor code summons and/or be requested to appear before the Board by EPD.

STAFF RECOMMENDATION: No action, other than support EPD’s proposed review process to reduce incidences requiring their presence at the Brush Creek Saloon.



Town of Eagle Police Department

To: Mayor Kostick and the Town Board of Trustees
From: Sgt. Ryan Toy, Liquor Enforcement Officer
Date: January 1, 2016
Subject: Liquor License Renewal Request – Brush Creek Saloon

I have checked the Eagle Police records in regards to the liquor license renewal request from, Brush Creek Saloon, 241 Broadway. The current license will expire on January 6, 2016.

I have found 26 incidents that directly relate to the Brush Creek Liquor License Renewal from January 2015 to October 2015. There were more incidents this year than in the last several years. The Police Department has had three meetings with the owner, Dasha Balasova, over the past year.

The first was on 02-08-15. Ms. Balasova and I met at the Police Department and discussed several ways to improve her business and reduce perceived problems. Ms. Balasova was very open to the suggestions and implemented some. The other main topic was the over-service of the patrons. I explained over-service is likely the cause of many problems we encounter at the business. I provided several ideas of ways to reduce the over-service. One example was at the end of the night (last call) to not serve more than one drink to each person. This would possibly reduce patrons engaging in rapid consumption of beverages just before leaving the business.

The second meeting was on 10-28-15 where Officer Herrera and Ms. Balasova met at the Police Department. Ms. Balasova requested the meeting to learn if there were any outstanding violations or enforcement issues with respect to the Brush Creek Saloon. In this meeting, we addressed over-service, TIPS training, and the reporting of incidents to the police. We provided Ms. Balasova records of Police Department Daily Shift Reports and dispatch activity logs regarding calls for service related to her establishment this past year. It was recommended that Ms. Balasova complete an assessment of her staff and determine if these incidents are occurring due to a lack of training, lack of oversight, specific intent on an employee, lack of staffing or other factors.

The final meeting was 12-14-15 with the Brush Creek Saloon Staff and Ms. Balasova. I spoke to them after completing TIPS training. This meeting was time for the staff to ask me questions. Their questions were based mostly on over-service and understanding the laws and the requirements of the business.

Ms. Balasova desire to meet with us and understand the issues is appreciated.

The 26 incidents for 2015 were reported as:

01-03-15 **Early Closure** – At staffs request we assisted in closing the saloon early due to too many very intoxicated people. Reported serval of them arrived intoxicated and were not served.

01-16-15 **Over-Service** – Employee was found unable to walk home due to intoxication.

02-13-15 **Disturbance** – Two overly intoxicated people were yelling in front of the saloon. Both ran from police officers but were caught.

02-13-15 **Trespass** – Two people entered the saloon after closing and refused to leave.

02-21-15 **Trespass** – An intoxicated person arrived at the bar and refused to leave.

02-21-15 **Fight** – One person hospitalized and several over-served people involved.

02-27-15 **Trespass** – Party refused to leave after being served.

02-28-15 **Early Closure** – Due to potential issues / over-service we assisted in early closure.

03-15-15 **Trespassed** – party was causing a disturbance and refused to leave - over served.

04-03-15 **Fight** – Three over-served people caused a disturbance going home from the saloon. They were involved in a fight with Sheriff Deputies.

04-08-15 **Disturbance** – Two people yelling outside the Saloon after being cut off.

05-15-15 **Fight** – Officers were unable to locate the suspect.

05-15-15 **Over-service** – People contacted by officers in a car next to the saloon.

05-08-15 **Disturbance** – Three people involved; over-served.

06-09-15 **Disorderly Conduct** – People were climbing on the outside of the building.

06-28-15 **Fight** – Two people fought with employees.

07-06-15 **Intoxicated Party** – Officers found a party stumbling from the saloon to a residence.

08-06-15 **Intoxicated people** – Hanging around the saloon after closing.

08-08-15 **Disturbance** – Party tried to take the DJ's equipment.

08-27-15 **Fight** – Several intoxicated people fighting and ran from the Saloon.

09-06-15 **Over-Service** – Party was being carried from the saloon due to over intoxication.

09-24-15 **Fight** – Unable to locate suspect.

09-24-15 **Fight** – Large crowds yelling and getting ready to fight. Officers cleared out the crowd and closed down the saloon to stop further issues.

10-02-15 **DUI** – Contacted next to the Saloon

10-02-15 **Refused Entry** – Intoxicated people came to the saloon and were not allowed to enter.

10-16-15 **Detox** – Party was passed out in front of the saloon.

Many of these incidents are believed to be due to over-service and the culture of the saloon. In the past it was accepted if you were looking to get drunk and start a fight, you went to the Brush Creek Saloon. This culture is something else that should also be addressed, and Ms. Balasova seems to be attempting to change it with her staffing choices. On 12-31-15 she went to the saloon to observe and witnessed over-service to patrons. She took immediate action to stop the over-service and get people home safely. The Police Department would like to see this proactive behavior continue, even after the renewal. I propose two additional reviews of the liquor license throughout the year.

The Police Department proposes the following items be addressed prior to the next review:

- Employees apply the information from TIPS training
- Stop serving patrons before they get overly intoxicated
- Continue to change the culture in a positive way
- Eagle Officers will do more patrols to assist in the efforts of the Brush Creek Staff – Officers will see less over-service
- No delayed reports of incidents

Respectfully Submitted By:

Sgt. Ryan Toy

BRUSH CREEK SALOON

January 7, 2016

Jenny Rakow
Town of Eagle
200 Broadway
PO Box 609
Eagle, CO 81631

RE: Brush Creek Board Meeting

Jenny,

This letter is to formally apologize for not being able to attend the meeting in person on Tuesday January 12th, 2016. I have to attend to an urgent family matter and will not be in Eagle.

In my place I have asked my eldest son Hans, who is also a manager of Brush Creek, as well as Warren our door man to participate in the meeting.

Both Hans and Warren spend considerably more time managing and working on premise and will be able to answer any questions for you along with implementing any suggested changes to our daily operating procedures.

If you require anything further from me personally, I will be back in Eagle on January 15th, 2016.

Kindest Regards,

Dagmar Balasova – Owner
Brush Creek Saloon



The Town of Eagle

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Meetings:
2nd and 4th Tuesdays

Town Board of Trustees Presentation January 12, 2016

Topic: MEAC recommended funding of 2016 special events and community requests
Presenter: Amy Cassidy, Marketing & Events Director

Action(s) Requested:

1. Approval of MEAC recommended funding of Special Events by TBOT
2. Approval of MEAC recommended funding of Community Requests by TBOT

Background:

1. The Marketing and Events Advisory Committee reviewed 27 proposals submitted through an RFP process for support of events from the MEAC budget.
2. Presentations by event producers heard by MEAC December 3, 2015.
3. Deliberations and voting on funding by MEAC committee December 3 and 11, 2015.
4. Proposals and presentations were rated on a 100-point scale based on predetermined MEAC event goals.
5. MEAC budget dollars allocated for events: \$77,000.
6. Recommended special event funding by the MEAC committee is \$68,000, leaving a \$9,000 contingency for events proposed throughout 2016.
7. Community Request budget is \$50,000.
8. Recommended community request funding by the MEAC committee is \$48,250, leaving a \$1,750 contingency.



eagleoutside.com

MEAC 2016
Event & Community Request
Funding Presentation



“This fall, for the first time ever, our weekend business outperformed our mid-week, and I attribute that to the fact that there was an event nearly every weekend, thanks to the efforts of the town of Eagle and the MEAC,” –
Lonnie Leto, General Manager, AmericInn

MEAC RFP Process

- RFP available October 1, 2015
- Proposals due November 20, 2015
- Presentations to MEAC December 3, 2015
- Scorecards and voting by MEAC committee December 3 & 11, 2014
- TBOT presentation and approval January 12, 2016



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Highlights

- 27 Events proposed for 2016
- Requests totaled \$127,700.00
- Growth of events in every category
- Revising criteria for 2017



eagleoutside.com

Criteria

1-10 scale

- Elevate Eagle Profile
- Increase Sales & Lodging Tax
- Increase Length of Visit
- Encourage Visitor Loyalty & Intent to Return
- Increase Brand Awareness



eagleoutside.com

Criteria

1-10 scale

- Marketing/PR Value & Drive Website Traffic
- Appeal to Diverse Audience
- Provide Community & Quality of Life
- Growth Potential
- Producer Qualifications



eagleoutside.com

Returning MEAC Events

MLK Tournament: January 15-18

Colorado State Spring Indoor Archery Tournament: March 5-6

Colorado HS Cycling League Coaches Summit: April 22-24

Melee in the Mountains: April 30*

VRD Boneyard Boogie Trail Run: May 14

Western Slope Home & Rec Expo: May 14-15*

VRD MTB Race Series: May 25 & June 22

Eagle River Jam & Backyard BBQ: May 20-21



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Returning MEAC Events

Bonfire Block Party: June 3

Eagle Outside Festival: June 4-5

Eagle Mushroom & Wild Food Festival: August 9 and 19-21

Vail Valley Vintage Market: September 23-24

Vail Valley Cup – Cindy Eswith Memorial Soccer Tournament: October 1-2

Eagle YogaFest: October 14-16

Colorado High School Cycling League State Championships: October 22-23

36th Annual Sportsmanship Hockey Tournament: November 4-6; 11-13; 18-20



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“Our summer sales numbers are really impressive. The Dusty Boot from June 1st through October was up about 11.4%, and Luigi's was up 13.7%. The biggest factor has to do with getting new people in town. We've felt a momentum shift in not only the restaurants, but the town in general,” –

Cameron Douglass, Vice President of Operations, Roadhouse Hospitality Group

New MEAC Events



Youth Lacrosse Tournaments:
May 7-8 & October TBD



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GoPro Mountain Games Enduro:
June 9-10



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Train to Hunt:
June 17-19



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NICA Annual Conference:
June 21-26



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PBR West Championships:
July 14-17



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2nd Annual Flying Eagle Open :
September TBD



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Moto Mayhem
Enduro Cross Racing
Fall TBD



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Community Requests

- MEAC assigned to evaluate Community Requests
 - This provided greater context for evaluating both sets of proposals
- MEAC to establish process and criteria for Community Requests for 2017



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Highlights

- Moved Flight Days back to Community Requests
- Moved Yoga in the Park back to Community Requests
- Moved Sunset View Cemetery Tour to Community Requests
- Moved LG Tri to MEAC budget



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**Alternating 4th of July fireworks with Town of Gypsum
Gypsum hosting 2016 at Lundgren Theater
Public relations and education campaign**

Next Steps

- Approve \$68,000 + \$9,000 contingency in MEAC event funding
- Approve \$48,250 + \$1,750 contingency in Community Requests funding
- Award letters, contracts, permits
- Event calendar and logistics meeting with Eagle PD and Public Works



eagleoutside.com

MEAC Funding Recommendations for 2016 Special Events										
Event Funding Available: \$77,000										
Event:	Producing Entity:	Proposed Location(s):	2016		2016 Funds Requested	2015 MEAC Funds Received	2015 MEAC In-Kind Received	Average Score	2016 Recommended Funding	Terms and Conditions
Vail Mtneers Hockey MLK Tourney	Vail Mountaineers Hockey Club	Eagle Pool & Ice Rink	January 15-18, 2016		\$2,000.00	\$2,000	\$0	64	\$500.00	
Colorado State Spring Indoor Archery Tournament	CSAA & Brush Creek Archery	Eagle River Center	March 5 & 6, 2016		\$2,500.00	\$2,000	\$0	64	\$2,000.00	Marketing and purse
4th Annual Melee in the Mountains	10th Mtn Roller Dolls	Eagle Pool & Ice Rink	April 30, August TBD, Other TBD		\$500.00	\$500	\$0	59	\$0.00	Will provide marketing support
Coaches Summit	Colorado HS Cycling League	BC Pavilion / Area Trails	April 22-24, 2016		\$1,000.00	\$1,000	\$1,450	70	\$1,000.00	
Western Slope Home & Rec Expo	Radiate Live Events / AMT	Eagle River Center	May 14-15, 2016		\$5,000.00	\$1,500	\$0	70	\$0.00	
LAX Spring Tourney	Mike McCormack	Eagle Fields	May 7-8, 2016		\$2,500.00	\$0	\$0	75	\$1,500.00	
VRD Boneyard Boogie Trail Run	Vail Recreation District	Boneyard/Pool & Ice Rink	May 14, 2016		\$500.00	\$500	\$0	67	\$500.00	
VRD Mountain Bike Races	Vail Recreation District	Boneyard/Eagle Ranch Loops	May 25 & June 22, 2016		\$1,500.00	\$1,500	\$0	64	\$1,500.00	Use funds to split BLM fees
Eagle River Jam & Backyard BBQ	Eagle Valley Events	Moe's / Chambers Park	May 20-21, 2016		\$12,000.00	\$2,500	\$756	67	\$4,000.00	Plus \$1,000 community grant for Saturday
Eagle Outside Festival	The Greenspeed Project	Eagle Trails, Eagle Ranch	June 3-4, 2016		\$10,000.00	\$10,000	\$1,220	82	\$10,000.00	Marketing and demo packaging with Vail event
GoPro Mountain Games Enduro	Vail Valley Foundation	Eagle Open Space & BLM	June 9-10, 2016		\$7,500.00	\$0	\$0	71	\$2,500.00	Plus up to \$2,500 in post event trail work
LG Triathlon	Vail Valley Charitable Fund	Eagle Pool / Brush Creek Road Eagle Ranch Path	June 11, 2016		\$700.00				\$500.00	Formerly a Community Grant
Train to Hunt	Train to Hunt	Haymaker Trail	June 17-19, 2016		\$2,500.00	\$0	\$0	70	\$2,500.00	New event
Bonfire Block Party	Optimum Events & Bonfire	Broadway & 2nd Streets	May/June/July TBD		\$10,000.00	\$4,000	\$1,738	71	\$8,000.00	In conjunction with Eagle Outside Festival
Thin Air Classic and CABA CO World Series Baseball Tournaments	CABA Colorado	Eagle, Edwards, Gypsum fields	June 17-19 and July 22-24		\$5,000.00	\$0	\$0	75	\$0.00	Did not present or follow up/Vail focused
NICA Annual Conference	NICA	Brush Creek Pavilion/Trails	June 21-26, 2016		\$10,000.00	\$0	\$0	69	\$10,000.00	Funds to come from marketing budget
Eagle Flight Days	Eagle Flight Days Committee	Eagle Town Park / Broadway	June 24-26, 2016		\$10,000.00	\$10,000 Comm Grant	\$8,024	54	\$0.00	\$9,500 Community Grant
PBR West Championships	PBR & 5280 Tournaments	Eagle County Fairgrounds fields	July 14-17, 2016		\$5,000.00	\$0	\$0	81	\$1,000.00	Potential for more if teams sign up
Eagle Mushroom & Wild Food Festival	Eagle Mushroom & Wild Food Committee/Eagle Chamber	Town Hall/ Golf/Town Park/Pavilion/Dusty Boot	August 9 & 19-21, 2016		\$5,500.00	\$2,500	\$940	74	\$2,500.00	Marketing support
Sunset View Cemetery Tour	Eagle County Historical Society	Eagle Cemetery	Late summer/fall		\$1,500.00	\$0	\$0	41	\$0.00	\$1,000 Community Grant
Vail Valley Vintage Market	Lone Star Revivals	Eagle River Center	September 23-24, 2016		\$4,000.00	\$2,000	\$0	70	\$2,000.00	Potential for expansion
2nd Annual Flying Eagle Open	Flying Eagle Disc Society	Eagle County Fairgrounds	September TBD		\$4,000.00	\$0	\$0	75	\$3,000.00	Marketing support / Clinic in town
Vail Valley Cup-Cindy Eskwith Mem Tournament	Vail Valley Soccer Club	Eagle Fields	October 1-2, 2016		\$6,000.00	\$5,000	\$0	74	\$1,000.00	
LAX Fall Tourney	Mike McCormack	Eagle Fields	October 7-8 or 14-15		\$2,500.00	\$0	\$0	78	\$1,500.00	Total \$3,000 for both tournaments
Eagle YogaFest	Yoga Off Broadway	BC Pavilion	October 14-16, 2016		\$2,000.00	\$2,000	\$0	82	\$2,000.00	
Yoga in the Park	Yoga Off Broadway	Eagle Town Park	Sundays June - August 2016		\$1,000.00	\$1,000	\$0	70	\$0.00	\$1,000 Community Grant
Moto Mayhem Enduro Cross Racing	Moto Mayhem LLC	Eagle County Fairgrounds	Flexible		\$5,000.00	\$0	\$0	76	\$4,000.00	
CO HS League State Championships	Colorado HS Cycling League	Haymaker/Studio/Pavilion	October 22-23, 2016		\$6,000.00	\$11,000	\$3,485	88	\$6,000.00	
36th Annual Sportsmanship Tourney	Vail Mountaineers Hockey Club	Eagle Pool & Ice Rink	Nov. 4-6;11-13;18-20, 2016		\$2,000.00	\$2,000	\$0	73	\$500.00	
TOTAL:					\$127,700.00				\$68,000.00	
MEAC Funds Remaining (Contingency):					\$9,000.00					

MEAC Funding Recommendations for 2016 Community Requests

Budget available: \$50,000

Event:	Producing Entity:	2015 Funds Requested	2015 Funds Received	2015 In-Kind Received	2016 Funds Requested	2016 Recommended	Notes / Terms and Conditions
EVENTS							
Christmas on Broadway	Eagle Chamber	\$1,000.00	\$1,000	?	\$1,000.00	\$1,000.00	
Eagle Vision 20/20	Eagle Chamber	\$2,000.00	\$2,000	?	\$2,000.00	\$2,000.00	
Screaming Eagle Golf Tournament	Eagle Chamber	\$500.00	\$0	Tents	\$0.00	\$0.00	
Autumn Golf Classic	Eagle Chamber	\$400.00	\$0	Tents	\$0.00	\$0.00	
Eagle County Fair & Rodeo	Eagle County	\$1,500.00	\$1,000	?	\$0.00	\$1,000.00	
Easter Egg Hunt	Louie Yeik	\$1,000.00	\$1,000	?	\$0.00	\$1,000.00	
Fireworks	GEFPD	\$10,000.00	\$9,000	?	\$10,000.00	\$9,000.00	Alternating with Gypsum
Flight Days	Flight Days Committee	\$9,500.00	\$9,500	\$8,024	\$10,000.00	\$9,500.00	Work with MEAC Flight Days committee
4th of July Bike Parade	Mary Lou Yeik	\$2,000.00	\$1,000	?	\$0.00	\$1,000.00	
LG Triathlon	Vail Charitable Fund	\$1,000.00	\$500	?	\$700.00	\$0.00	Moved to MEAC / \$500
Free Family Fun Fair	Always Mountain Time	\$2,500.00	\$1,000	?	\$2,500.00	\$1,500.00	Gypsum and WECMRD \$5,000 each
Project Graduation - EVHS	EVHS	\$500.00	\$500	?	\$0.00	\$500.00	
ShowDown Town Concert Series	Vail Valley Foundation	\$14,000.00	\$14,000	\$4,156	\$14,000.00	\$14,000.00	\$2,000 per concert / Presenting Sponsor
2016 Community Walk & Fundraiser	Speak Up Reach Out	\$1,000.00	\$500	?	\$1,000.00	\$500.00	Platinum Sponsor
Wild West Day	Eagle County Elementary Schools	\$750.00	\$500	\$0	\$0.00	\$0.00	
Eagle County Educational Foundation Evening of Stars	Eagle County Schools	\$1,000.00	\$500	\$0	\$1,000.00	\$0.00	Event does not take place in Eagle
Ute Springs Experiential Learning Center	Ute Springs	\$500.00	\$0	\$0	\$0.00	\$0.00	
Eagle County Seniors Trip to NY	Eagle County Seniors	\$1,000.00	\$500	\$0	\$0.00	\$0.00	Putting money into Assisted Living Center
Kolor for Kailyn	Caring for Kailyn	\$150.00	\$150	\$0	\$0.00	\$0.00	One time event
National Night Out	Police	\$300.00	\$300	?	\$0.00	\$0.00	Comes from Eagle PD budget
Legacy Festival	Eagle Valley Land Trust	\$500.00	\$500	Some	\$0.00	\$0.00	No request yet, event at Town Park
Survive After Homecoming	Eagle County School District	\$300.00	\$300	\$0	\$0.00	\$0.00	No request yet
Eagle River Jam & Backyard BBQ	Eagle Valley Events		\$0	\$0	\$0.00	\$1,000.00	For Saturday free programming
Yoga in the Park	Yoga Off Broadway	\$1,000.00	\$1,000	\$0	\$1,000.00	\$1,000.00	Moved back from MEAC
Cemetery Tour	Eagle County Historical Society	\$0.00	\$0	\$0	\$1,500.00	\$1,000.00	Moved from MEAC
Total Events		\$52,400.00	\$44,750.00	\$12,180.00	\$44,700.00	\$44,000.00	
PROGRAMS							
Programs:	Producing Entity:	2015 Funds Requested	2015 Funds Received	2015 In-Kind Received	2016 Funds Requested	2016 Recommended	Notes / Terms and Conditions
PROGRAMS							
Bravo Vail Valley	Bravo Vail Valley	\$2,000.00	\$2,000	?	\$2,000.00	\$1,000.00	Pavilion rental?
Eagle County Historical Society Members	ECHS	\$500.00	\$500	?	\$500.00	\$500.00	Museum / Barn?
Eagle Valley High School Foundation	EVHS	\$1,000.00	\$500	\$0	\$1,000.00	\$500.00	
Eagle Valley Land Trust	EVLT	\$1,000.00	\$0	?	\$0.00	\$0.00	
The Cycle Effect	The Cycle Effect	\$3,000.00	\$500	?	\$0.00	\$0.00	Trail Jam beneficiaries?
Walking Mountains Science Center	Walking Mtns	\$6,000.00	\$2,000		\$6,000.00	\$1,000.00	
Buddy Werner	Buddy Werner	\$1,000.00	\$250		\$500.00	\$250.00	
Ute Springs Van Purchase	Ute Springs	\$1,500.00	\$0	\$0	\$0.00	\$0.00	
Porchlight Players	Porchlight Players	\$1,000.00	\$500	?	\$1,000.00	\$500.00	Pavilion rental?
Eagle River Youth Coalition	ERYC	\$0.00	\$0	?	\$1,000.00	\$500.00	
Total Programs		\$17,000.00	\$6,250.00	\$0.00	\$12,000.00	\$4,250.00	
GRAND TOTAL:		\$69,400.00	\$51,000.00	\$12,180.00	\$56,700.00	\$48,250.00	
Contingency:					\$1,750.00		

#eagleeveryweekend!



RESOLUTION NO. 09
Series of 2016

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO APPROVING AN AGREEMENT WITH BCP-ARR WATER, LLC
CONCERNING REIMBURSEMENT OF COSTS

WHEREAS, BCP-ARR WATER, LLC (“Developer”) has requested the Town to amend certain existing water service agreements to accommodate its proposed PUD Amendment before Eagle County; and

WHEREAS, the Town expects to incur significant expenses associated with the review of Developer’s PUD Application and the requested amendments to the water service agreements; and

WHEREAS, the Town and Developer desire to enter into an Agreement providing that the Developer will reimburse the Town for all costs incurred by the Town in processing Developer’s requested Amendments.

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

Section 1. The Agreement concerning reimburse of costs, attached hereto and incorporated herein by this reference, is hereby approved by the Town of Eagle.

Section 2. The Mayor of the Town of Eagle is hereby authorized and directed to execute the attached Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on January 12, 2016.

TOWN OF EAGLE, COLORADO

Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

AGREEMENT CONCERNING REIMBURSEMENT OF COSTS

THIS AGREEMENT is entered and made effective as of the ____ day of _____, 2016, by and between the TOWN OF EAGLE Colorado, a Colorado municipal corporation, whose address is 200 Broadway, P.O. Box 609, Eagle, Colorado 81631 ("Town"), and BCP-ARR WATER, LLC, a Colorado limited liability company, whose address is 1601 Arapahoe Street, 11th Floor, Denver, Colorado 80202 ("Developer").

RECITALS

WHEREAS, in March of 2015, Developer purchased property known as the Adams Rib Golf Course Community and related properties ("Properties") in the Brush Creek Valley near the Town of Eagle and the Adams Rib Resort was rebranded as Frost Creek; and

WHEREAS, Developer has filed an application for a PUD Amendment with Eagle County, an application for a 1041 Permit Amendment with Eagle County, a Preliminary Subdivision Plan application with Eagle County and anticipates filing in the future an Amended Final Plat Application with Eagle County for such properties; and

WHEREAS, on or about February 26, 2002 the Town entered into a Water Service Agreement for an area known as the Brush Creek Property with the predecessor owner of the property, Kummer Development Corporation, and on the same date also entered into a Water Service Agreement for an area known as the Frost Creek Property with Kummer Development Corporation; and

WHEREAS, on or about February 26, 2002 the Town also entered into a Settlement Agreement with Kummer Development Corporation and HBE Corporation to resolve certain litigation concerning the Town's obligation to provide water service to the above described Properties; and

WHEREAS, on or about September 7, 2004, the Town entered into the First Amendment to Water Service Agreement for the Brush Creek Property; and

WHEREAS, pursuant to these Agreements, the Town agreed to provide water service for such Properties under certain terms and conditions; and

WHEREAS, Developer has requested the Town to amend such Water Service Agreements to accommodate the Developer's proposed PUD Amendment; and

WHEREAS, the Town will incur significant expenses associated with the review of the Developer's PUD Application and the requested amendments to the above described Water

Service Agreements including, but not limited to, engineering and legal fees.

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

1. Prior to the approval of any amendments the Water Services Agreements, Developer shall pay to the Town the actual cost incurred by the Town for all services associated with Developer's requested amendments to the Water Service Agreements including, but not limited to, fees for consulting engineer services, general legal services, water legal services, and the cost of any Water Court proceedings. Payment shall be due and owing thirty (30) days following the date of the billing. Provided, however, upon request, Developer shall receive detailed invoices reflecting the nature and description of each charge so incurred by the Town. In the event Developer does not believe that the costs assessed under this paragraph are reasonable, Developer may appeal such assessment to the Town's Board of Trustees. Following an opportunity for Developer to be heard, the Town's Board of Trustees shall affirm the appeal or deny the appeal.

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

3. Any notice required or permitted under this Agreement shall be given in writing. The notice shall be served either personally or by U.S. Mail, postage pre-paid. Service shall be effective when received. All notices hereunder shall be directed to the addresses set forth above, or such substitute address or addresses as provided to the other party in the same manner at least thirty (30) days in advance of any change of address.

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

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

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

BCP-ARR WATER, LLC, a Colorado
limited liability company

By: _____



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

MINUTES Town Board of Trustees Tuesday, December 8, 2015 6:00 P.M.

Public Meeting Room / Eagle Town Hall
200 Broadway
Eagle, CO

*This agenda and the meetings can be viewed at www.townofeagle.org.
Meetings are also aired online at <https://vimeo.com/channels/townofeagle/>.*

This meeting is recorded and a CD will become part of the permanent record of the minutes. The following is a condensed version of the proceedings as written by Angela Haskins.

PRESENT	STAFF
Yuri Kostick – Mayor	Tom Boni, Town Planner
Sarah Baker	Jenny Rakow, Town Clerk
Kevin Brubeck	Ed Sands, Town Attorney
Andy Jessen	Matt Farrar, Assistant Town Planner
Luis Benitez	John Staight, Open Space Coordinator
Doug Seabury	Jill Ewing, Finance Director
	Angie Haskins, Administrative Technician

6:00 PM – REGULAR MEETING CALLED TO ORDER

PRESENTATIONS

Employee Recognition – Tom Gosiorowski Service Award

Ellie Caryl – ECO Trails - Trails Supporter Award to Town of Eagle

Resolution 65, Series 2015 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Appointing Max Schmidt To Fill A The Alternate Member Vacancy On The Town Of Eagle Planning And Zoning Commission. Mr. Schmidt was present for his appointment.

MOTION: Mayor Kostick motioned to approve Resolution 65, Series 2015. Trustee Seabury seconded. Motion PASSED unanimously.

Trustee Baker notified the Board and audience that new information had been received regarding the next item and the Board would need to convene prior to public comment in order to consider it.

MOTION: Trustee Baker motioned to enter into EXECUTIVE SESSION Pursuant to C.R.S. § 24-6-402(4)(f) to Consider Personnel Matters. Trustee Seabury seconded. Motion PASSED unanimously. (6:22 p.m.)
(6:44 p.m.) MOTION: Trustee Baker motioned to come out of Executive Session and reconvene the Regular Meeting. Trustee Seabury seconded. Motion PASSED unanimously.
Attorney Ed Sands verified the meeting was resumed. Trustee Baker stated that Council for the Town and Mr. Stavney have agreed to the terms of a separation agreement and general release to be considered. Jon Stavney has tendered his resignation to the Town. Mayor Kostick explained how the meeting would proceed with regard to public comment. Attorney Ed Sands provided the legal reasons why the Town Board was unable to comment on a personnel issue and the need for portions of it to be kept confidential and private to protect and respect the employee's rights in this situation. Mayor Kostick read through the sign in list to provide opportunity to public to speak.
John Cock – 419 Harrier Circle
Mitch Hayne – 95 Big Sage Court
Jason Cowles – 807 Brush Creek
Mick Daly – 1843 East Haystacker Drive
Larry Benway
Stephen Richards – 28 Snow Owl Ct.
Caroline Bradford – 49 Hockett Street
Michael Caccioppo
Eric Rosenquist – 2546 Salt Creek Road
Joy Harrison – 797 4 th of July Road
Tom Olden – 1864 Eagle Ranch Road
Tyler Gardarian
Mayor Kostick closed public comment. (7:32 p.m.)
Attorney Ed Sands addressed the Board regarding the suspension of the Town Manager and the next steps. Board Members and attorneys met to work on an agreement. Ed Sands outlined the terms in the agreement that were agreed to by both parties. Ed also outlined the options for the Board to consider which were to reinstate, do not approve the agreement, modify the agreement or terminate Jon without cause.
MOTION: Trustee Baker motioned to Approve Resolution 69-2015 as amended regarding the resignation of Jon Stavney. Trustee Seabury seconded.
Trustee Jessen expressed support for the current Board and for not accepting Jon Stavney's resignation.
Trustee Brubeck express support for the current Board and for not accepting Jon Stavney's resignation.
VOTE: Motion PASSED with a vote of three (3) in favor (Baker, Kostick, Seabury), two (2) opposed (Jessen, Brubeck) and one (1) Abstain (Grimmer).
Recess Called at 7:50 p.m.

PUBLIC COMMENT

Mayor Kostick opened public comment. Matt Thompson was directed to comment during the River Corridor item during Land Use decisions. Mayor Kostick closed public comment. (8:12 p.m.)

CONSENT AGENDA

Consent agenda items are routine town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation.

Minutes: November 10, 2015 and November 16, 2015 and Bill Paying and Payroll

MOTION: Trustee Baker motioned to approve the Consent Agenda. Trustee Seabury seconded. Motion PASSED unanimously.

LAND USE

1	Project:	Umbrella Roofing Zone Change
	File #:	RZ15-02
	Applicant:	Trevor Cannon (Umbrella Roofing, Inc.)
	Location:	850 Castle Drive
	Staff Contact:	Matt Farrar, Assistant Town Planner
	Request:	Rezone 850 Castle Drive from Residential Multi-Family (RMF) to Commercial Limited (CL) <i>(Applicant has withdrawn request – no action is required)</i>

No action was required or taken on this item due to the applicant withdrawing their request.

2	Project:	River Corridor Plan
	File #:	MP15-01
	Staff Contact:	Matt Farrar, Assistant Town Planner
	Request:	Ratification of the Planning and Zoning Commission's adoption of the Town of Eagle - River Corridor Plan. The River Corridor Plan is a Master Plan for the 3.4-mile stretch of the Eagle River within the Town's Urban Growth Boundary. <i>(Planning Commission adopted the Plan on December 1, 2015 and Resolution 58 is for ratification)</i>

Matt Farrar presented this item. Tom Boni provided comments on his discussions with Mr. Hardesty and explanation of this plan and his property. Mayor Kostick would like for Board members to continue to work with staff on promoting this plan to the public and our stakeholders.

Resolution No. 58 (Series Of 2015) A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Amending The Town Of Eagle Master Plan By Adopting Of The Town Of Eagle - River Corridor Plan - December 2015 For The Town Of Eagle, Colorado

MOTION: Trustee Baker motioned to approve Resolution 58-2015. Trustee Jessen seconded. Motion PASSED unanimously.

DECISIONS, ORDINANCES, RESOLUTIONS & MOTIONS – ACTION REQUESTED

2016 BUDGET *(Based upon previous direction and approval of draft budget, the following Ordinances shall fulfill Statutory requirements for finance and budget. Finance Director will be present to answer questions.)*

MEAC/Community Requests 2016 Budget Structure – this request will allow MEAC control over event funding and community requests. This would not equate to managing the events. These community requests would have a different application and criteria for the MEAC board to consider.

MOTION: Trustee Seabury motioned to allocate community request funding to be approved by MEAC with ultimate approval by the Town Board. Mayor Kostick seconded. Motion PASSED unanimously.

Ordinance 33, Series 2015 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 2015 Budget Year.

MOTION: Trustee Brubeck motioned to approve Ordinance 33 Series 2015. Trustee Grimmer seconded. Motion PASSED unanimously.

Ordinance 34, Series 2015 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 2016 Mill Levy For The Town Of Eagle, Colorado For The 2016 Budget Year.

MOTION: Trustee Brubeck motioned to approve Ordinance 34, Series 2015. Trustee Jessen seconded. Motion PASSED unanimously.

Ordinance 35, Series 2015 An Ordinance Of The Town Of Eagle, Colorado, Setting Forth The Compensation To Be Paid To Eagle Town Officers.

MOTION: Trustee Brubeck motioned to approve Ordinance 35, Series 2015. Trustee Jessen seconded. Motion PASSED unanimously.

Ordinance 36, Series 2015 An Ordinance Of The Town Of Eagle, Colorado, Amending Chapter 12.38 Of The Eagle Municipal Code Concerning Sewer Service Rates.

MOTION: Trustee Brubeck motioned to approve Ordinance 36, Series 2015. Trustee Jessen seconded. Motion PASSED unanimously.

Ordinance 37, Series 2015 An Ordinance Of The Town Of Eagle, Colorado, Amending Section 12.20.100 Of The Eagle Municipal Code, Concerning Schedule Of Water Rates.

MOTION: Trustee Brubeck motioned to approve Ordinance 37, Series 2015. Trustee Jessen seconded. Motion PASSED unanimously.

Resolution 56, Series 2015 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, 2015, And Ending On The Last Day Of December, 2015.

MOTION: Trustee Brubeck motioned to approve Resolution 56, Series 2015. Trustee Jessen seconded. Motion PASSED unanimously.

Resolution 57, Series 2015 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Establishing Monthly Rates For 2016 For The Collection Of Refuse Pursuant To Section 7.04.070 Of The Eagle Municipal Code.

MOTION: Trustee Brubeck motioned to approve Resolution 57, Series 2015. Trustee Jessen seconded. Motion PASSED unanimously.

HIGHWAY SIX DEVOLUTION *(All documents regarding Devolution listed are requirements to keep process moving forward and on schedule with Eagle and Gypsum's annexation of Highway Six)*

Tom Gosiorowski was present for this item. This will allow the Towns of Eagle and Gypsum to annex Highway Six and half of the portion between the two Towns. Kevin Sharkey stated we have received the signed Petitions for—Annexation A, Annexation B, Annexation C, and Annexation D.

Trustee Baker asked if staff had reviewed the petition pursuant to Statute. Ed Sands stated he has reviewed the petitions. Trustee Baker asked if the Town had reviewed requirements under our Three Mile Plan and if we determined those requirements have been fulfilled. Tom Boni stated yes. Trustee Baker asked if passing this Resolution was the intention of staff that the town be initiating Section 31-12-107 and 108 of the CRS. Ed Sands stated Yes. Trustee Baker asked if an annexation impact report was required. Tom Boni stated no, due to its size, it is not required.

Resolution 59 (Series 2015) A Resolution Of The Town Of Eagle Board Of Trustees Concerning The Annexation Petition For The Highway 6 Annexation A To The Town Of Eagle, Colorado

MOTION: Trustee Baker motioned to approve Resolution 59, Series 2015. Trustee Jessen seconded. Motion PASSED unanimously.

Resolution 60 (Series 2015) A Resolution Of The Town Of Eagle Board Of Trustees concerning The Annexation Petition For The Highway 6 Annexation B To The Town Of Eagle, Colorado

MOTION: Trustee Baker motioned to approve Resolution 60, Series 2015. Trustee Brubeck seconded. Motion PASSED unanimously.

Resolution 61 (Series 2015) A Resolution Of The Town Of Eagle Board Of Trustees Concerning The Annexation Petition For The Highway 6 Annexation C To The Town Of Eagle, Colorado

MOTION: Trustee Baker motioned to approve Resolution 61, Series 2015. Trustee Brubeck seconded. Motion PASSED unanimously.

Resolution 62 (Series 2015) A Resolution Of The Town Of Eagle Board Of Trustees Concerning The Annexation Petition For The Highway 6 Annexation D To The Town Of Eagle, Colorado

MOTION: Trustee Baker motioned to approve Resolution 62, Series 2015. Trustee Brubeck seconded. Motion PASSED unanimously.

Resolution 67 (Series 2015) A Resolution Of The Town Of Eagle Colorado Agreeing That A Portion Of Colorado Highway 6 No Longer Serves The Ongoing Purposes Of The State Highway System Pursuant To CRS §43-2-106(1)(a)

MOTION: Trustee Baker motioned to approve Resolution 67, Series 2015. Trustee Brubeck seconded. Motion PASSED unanimously.

Tom Gosiorowski stated Kevin Sharkey will be the point person on staff for this item in the future. The State has indicated it would like this process completed by June 30, 2016.

Resolution 64 (Series 2015) A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Authorizing The Acceptance Of An Irrevocable Letter Of Credit And The Release Of Restrictions On The Conveyance Of Lots 2, 3 And 4 Within The 700 Chambers Avenue Subdivision. *(Applicant will be providing letter of credit to remove Plat note, thereby allowing sale of lots.)*

Tom Boni presented this item and explained the request by the applicant. Applicant, Dave Dantas, would like the request to be amended to include letter of credit or “other acceptable security approved by the Town Attorney.”

(Short Break 8:47 p.m. concerning natural gas smell)

Resume 9:02 p.m.

The amount listed as the security amount was confirmed to be 110% of costs.

MOTION: Trustee Baker motioned to approve Resolution 64 series 2015 with amended to include language “Other acceptable security approved by the Town Attorney.” Trustee Jessen seconded. Motion PASSED unanimously.

Resolution 66 (Series 2015) A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Authorizing Town Staff To Take Certain Actions Regarding Town Water Rights *(The Annexation and Development Agreement contemplated that the Town would pursue this case to ensure sufficient water to serve this development. The Town requires the conveyance of senior irrigation water rights at annexation for this purpose.)*

Ed Sands this Resolution is to authorize water attorneys to pursue water rights for Haymeadow property.

MOTION: Trustee Baker motioned to approve Resolution 66 Series 2015. Trustee Jessen seconded. Motion PASSED. Trustee Seabury recused himself and abstained from voting.

Ordinance 38 (Series 2015) An Ordinance Of The Town Of Eagle, Colorado, Amending Section 2.24 Of The Eagle Municipal Code *(TBOT had agreed in budget discussions to re-establish compensation for Planning and Zoning Commission members at \$100 per month.)*

Employee Request regarding Down Payment Assistance Program – *(Consideration for distance and duration of employment.)*

Trustee Brubeck expressed support for the current request, however, he would like to review the program with Funding Partners to ensure it is compliant.

MOTION: Trustee Baker motioned to approve the request to Amend the Employee Home Ownership Program to allow for eligible properties to be within 60 miles of regular job location and Eligible Borrower amended to be a regular full time permanent employee with the Town of Eagle with at least 6 months service with the Town. Trustee Brubeck seconded. Motion PASSED unanimously.

Intergovernmental Agreement for Law Enforcement Services with Eagle County *(Agreement fulfills Statutory and courtesy requirements between Eagle County law enforcement for jurisdiction coverage outside of Town of Eagle.)*

Joey Stauffer and James Van Beek were present for this item. This is a communications agreement between agencies in Eagle County for coverage outside of their jurisdictions.

MOTION: Trustee Brubeck motioned to approve the IGA with Eagle County. Trustee Grimmer seconded. Motion PASSED unanimously.

DISCUSSION ITEMS – DIRECTION REQUESTED

River Park Ballot Initiative Next Steps, Matt Farrar

Matt Farrar stated staff is requesting to move ahead with obtaining cost estimates for design and construction work by engaging Studio Insite to provide this information. This will provide the Town and citizens with cost estimates for the project prior to the ballot issue, so we are aware of what the initial steps cost. This will also give the Town and the public a visual rendering of phases of the project, either with or without ballot approval.

MOTION: Mayor Kostick motioned to extend the meeting past 10:00 p.m. Trustee Seabury seconded. Motion PASSED unanimously.

The Board agreed staff could move forward with Studio Insite without going through the RFP process.

December 22, 2015 Board Meeting

MOTION: Mayor Kostick motioned to cancel the December 22, 2015 Town Board Meeting. Trustee Jessen seconded. Motion PASSED unanimously.

CLERK ITEMS – NO ACTION

Third Quarter Sales Tax Report (*Third Quarter receipts are up 15% over 2014*)

Schedule Worksession with Eagle Ranch and WECMRD – Requested to occur January 12, 2015 at 5:00 prior to Regular Board Meeting (*Worksession is to continue discussions from July 14, 2015 meeting regarding fitness and expansion.*)

Board agreed to meet with Eagle Ranch and WECMRD on January 12, 2016 for a worksession to begin at 5:00 p.m. and in the Eagle Town Hall.

PARTNER/STAFF UPDATES AND CORRESPONDENCE – NO ACTION

Update from Eagle Fire

Update from Castle Peak Senior Care

Staff Updates through April 2016 *(Departments not listed will provide update at future meeting)*

Police

Town Clerk

Open Space

Marketing

Public Works

Planning

Eagle Information Center

FUTURE AGENDA ITEMS/BOARD COMMENTS

Public Works pavement study was received this week. Kevin Sharkey will review and provide results at future board meeting.

Board would like to set up informal committees to assist with managing town business. Clerk will keep Board updated where their assistance is needed.

ADJOURN

MOTION: Mayor Kostick motioned to adjourn at 10:23 p.m. Trustee Seabury seconded. Motion PASSED unanimously.

Date

Yuri Kostick, Mayor

Jenny Rakow, CMC Town Clerk

**TOWN OF EAGLE, BILL SCHEDULE
DECEMBER 2015
GENERAL FUND**

Administration	Account	Amount
Almanza Moises	Utility Refund	\$ 96.30
Annette Caldwell	Utility Refund	123.52
Bradley & Tai Hughes	Utility Refund	41.37
David & Tsering Elmsblad	Utility Refund	7.72
Ed & Stacy Coulter	Utility Refund	80.00
Edward & Krista Sagon	Utility Refund	29.38
Holmes	Utility Refund	128.37
Jackson Lounsberry	Utility Refund	7.72
Jacob & Eliza Klearman	Utility Refund	4.10
Jeffrey Girouard	Utility Refund	231.30
Kelly Jones	Utility Refund	4.10
Kimberly & Jamie Alackness	Utility Refund	7.72
Marc Cohen	Utility Refund	13.42
Michael & Darlene Pritchard	Utility Refund	7.72
Michael Lavery	Utility Refund	27.17
Tina Boyd	Utility Refund	79.99
John Deere Financial	Prepaid Equipment Lease	15,494.59
Assurant	LTD Insurance	1,578.62
Met Life	Vision Insurance	1,118.20
Vision Service Plan	Vision Insurance	1,897.86
Colorado Department of Revenue	Misc Deduction Garnishment	110.00
Vinci Law Office	Misc Deduction Garnishment	1,673.68
Eagle County School District	School Impact Fees	9,044.00
Meritain Health	Health Insurance	7,752.13
US Treasury	Health Ins-ACA tax	832.48
CBI Online/Amazon	Office Supplies	77.82
Costco	Office Supplies	751.98
Sandy's Office Supply	Office Supplies	84.80
Signature Signs	Office Supplies	11.00
Fleet Services	Gas & Oil	31.29
Amazon	Supplies-Equipment	65.42
Federal Express	Communication & Transportation	17.66
Pitney Bowes	Communication & Transportation	51.00
Colorado Mtn News Media	Legal Notice	197.62
DORA Licensing	Dues	74.00
Century Link	Utilities	829.43
Verizon Wireless	Utilities	278.15
Chase Paymentech	CC Fees	1,442.45
Xpress Bill Pay	CC Transaction Fees	376.70
Colorado Mtn News Media	Reimbursable	268.26
Copy Plus	Reimbursable-City Market	47.00
Garfield & Hecht	Legal Reimbursable	420.00
Rocky Mountain Reprographics	Reimbursable	68.90
Sands Law Office	Legal Reimbursable	342.00
Garfield & Hecht	Legal	927.50
Sands Law Office	Legal	4,678.08
Safebuilt	Inspection Services	3,599.03
Community Systems	Computer Support	250.00

Jenny Rakow	Computer Support	157.20
Microsoft	Computer Support	241.00
Costco	Meeting Expense	50.36
Jenny Rakow	Meeting Expense	35.69
King Soopers Customer Charges	Meeting Expense	22.86
Coloraod Municipal Clerks Assoc	Dues	(25.00)
TTA-Research & CPE	Training	449.00
Lewan Technologies	Contract Payments	635.77
SOS Registration/Late Fee/Finance Chrg	Miscellaneous	94.75
Cirsa	Insurance Pavilion	207.29
Mitchell Forsberg	Community Request	600.00
Total Administration		\$ 57,750.47

Streets

Meritain Health	Health Insurance	\$ 6,783.12
US Treasury	Health Ins-ACA tax	756.80
King Soopers Customer Charges	Office Supplies	86.10
Wylaco Supply	Operating Supplies	1,207.99
Airgas	R&M Supplies	128.98
Alpine Lumber	R&M Supplies	184.58
Batson's Corner Store	R&M Supplies	2.59
Bobcat of the Rockies	R&M Supplies	257.29
Colorado Barricade	R&M Supplies	41.00
Elam Construction	R&M Supplies	1,979.25
Lawson Products	R&M Supplies	233.27
Mid American Research Chemical	R&M Supplies	2,160.00
PST Enterprises	R&M Supplies	170.85
Safety & Construction Supply	R&M Supplies	678.68
Tessco Technologies	R&M Supplies	43.82
United Rentals	R&M Supplies	64.08
Wylaco Supply	R&M Supplies	100.07
Alpine Lumber	Vehicle R&M Supplies	7.98
MacDonald Equipment	Vehicle R&M Supplies	1,595.81
PST Enterprises	Vehicle R&M Supplies	404.58
SKM Services	Vehicle R&M Supplies	16.00
Two Valley Tire	Vehicle R&M Supplies	24.00
Fleet Services	Gas & Oil	1,837.97
Thompson Welding	Supplies-Equipment	1,950.00
Bobcat of the Rockies	Communication & Transportation	22.00
Colorado Barricade	Communication & Transportation	10.00
Lawson Products	Communication & Transportation	17.15
MacDonald Equipment	Communication & Transportation	141.94
Mid American Research Chemical	Communication & Transportation	259.50
Safety & Construction Supply	Communication & Transportation	33.00
Century Link	Utilities	1,010.31
Holy Cross Energy	Utilities	5,403.85
Source Gas	Utilities	3,168.56
Verizon Wireless	Utilities	462.64
IMS Infrastructure	Pavement Management	27,492.25
Chad Eaton	R&M Labor	500.00
SKM Services	R&M Service	177.50
Two Valley Tire	Vehicle R&M Service	245.00
Microsoft	Computer Support	120.00

John Deere Financial	Equipment Lease	3,098.92
King Soopers Customer Charges	Meeting Expense	8.59
Seven Hermits	Meeting Expense	142.16
Total Streets		\$ 63,028.18

Public Safety

Meritain Health	Health Insurance	\$ 9,690.17
US Treasury	Health Ins-ACA tax	1,021.68
BT Harper	Office Supplies	58.90
Copy Plus	Office Supplies	24.50
Sandy's Office Supply	Office Supplies	113.22
Vista Print	Office Supplies	36.45
5.11 Tactical/Amazon	Operating Supplies	164.18
Adamson Police Products	Operating Supplies	698.00
Chema Tox	Operating Supplies	210.00
Chief Supply	Operating Supplies	119.90
Kinsco	Operating Supplies	29.70
Kustom Signals	Operating Supplies	17.11
Auto Zone	Vehicle R&M Supplies	7.14
Carrie Buhlman	Vehicle R&M Supplies	29.45
Eagle Car Wash/Rocky Mtn Autowash	Vehicle R&M	7.68
Eagle Sinclair	Gas & Oil	24.00
Fleet Services	Gas & Oil	1,211.01
Taser International	Supplies-Equipment	877.70
Federal Express	Communication & Transportation	41.23
Taser International	Communication & Transportation	12.96
US Post Office	Communication & Transportation	8.79
BT Harper	Dues	10.00
Century Link	Utilities	1,035.76
Vail.Net--Colorado.Net	Utility Service	237.14
Verizon Wireless	Utilities	390.70
Sands Law Office	Legal	669.00
Doctors on Call	Consultant	300.00
Psychological Dimensions	Consultant	200.00
Kustom Signals	R&M Service	144.50
NEI Property Management	Vehicle R&M Service	405.00
Microsoft	Computer Support	70.00
Fairfield Inn/Starbucks	Travel	610.32
Ryan Toy	Travel	118.05
King Soopers Customer Charges	Meeting Expense	8.60
Subway	Meeting Expense	38.32
BT Harper	Training	31.20
Eagle County Animal Control	Animal Control	1,800.00
High Country Copiers	Contract Payments	105.81
Total Public Safety		\$ 20,578.17

Building & Grounds

Meritain Health	Health Insurance	\$ 2,907.05
US Treasury	Health Ins-ACA tax	340.56
Alpine Lumber	R&M Supplies	516.42
Batson's Corner Store	R&M Supplies	10.36
HD Supply	R&M Supplies	43.98
PST Enterprises	R&M Supplies	17.88

United Rentals	R&M Supplies	49.99
John Deere Financial	Vehicle R&M Supplies	834.83
PST Enterprises	Vehicle R&M Supplies	70.55
Two Valley Tire	Vehicle R&M Supplies	328.00
Fleet Services	Gas & Oil	824.46
Alpine Lumber	Supplies-Equipment	253.96
Sno-White Linen	Janitorial Supplies	209.65
Supply Works	Janitorial Supplies	419.04
John Deere Financial	Communication & Transportation	86.94
Century Link	Utilities	233.18
Holy Cross Energy	Utilities	3,000.45
Jerrymaster Janitorial	Janitorial Contracts	4,316.00
Avalanche Property Maintenance	R&M Labor	120.00
Drains 24/7	R&M Labor	330.00
Orkin	R&M Service	53.00
Superior Alarm	R&M Service	149.95
Tri-County Cleaning	R&M Labor	168.00
Vail Honeywagon	R&M Labor	230.78
Venzor Carpet Cleaning	R&M Labor	270.47
Microsoft	Computer Support	31.00
Total Buildings and Grounds		\$ 15,816.50

Information Center

Eagle County Environmental Health	Retail Food License	\$ 115.00
Batson's Corner Store	Operating Supplies	20.24
Costco	Operating Supplies	108.58
Alida's	Supplies for Resale	35.88
Art Quintana's Indian Trading	Supplies for Resale	379.35
Breckenridge Candle Cabin	Supplies for Resale	222.00
Colorado Candy Kitchen	Supplies for Resale	1,478.35
Costco	Supplies for Resale	69.32
Ganz	Supplies for Resale	97.20
Gold Crest Distributing	Supplies for Resale	20.00
Kingport Industries	Supplies for Resale	273.60
Lipco Group	Supplies for Resale	86.10
Magpie Screen Printing	Supplies for Resale	270.00
Meadow Gold Grand Junction	Supplies for Resale	228.84
Mike Luark	Supplies for Resale	400.00
NuAmerican	Supplies for Resale	360.00
Salud Salads	Supplies for Resale	108.00
2 Dog Hill	Supplies for Consignment	11.21
Becky Iglehart	Supplies for Consignment	33.00
Casa Tinduk Erica Duke	Supplies for Consignment	22.50
Cynthia Lepthien	Supplies for Consignment	31.50
Derived From Nature	Supplies for Consignment	58.80
Eagle County Historical Society	Supplies for Consignment	336.95
John Oliphant	Supplies for Consignment	28.50
Jubois Company	Supplies for Consignment	18.00
Katie Rivera	Supplies for Consignment	12.00
Mickey Fried	Supplies for Consignment	73.50
Nature's Details	Supplies for Consignment	125.29
New Song Corporation	Supplies for Consignment	33.00
Pamela Saden	Supplies for Consignment	452.85

Pocadot	Supplies for Consignment	77.35
Rick Olsen	Supplies for Consignment	22.13
Sam Williams	Supplies for Consignment	47.25
Suzie White	Supplies for Consignment	33.60
Teresa Hauser	Supplies for Consignment	54.00
Colorado Department of Revenue	Sales Tax	789.00
Colorado Candy Kitchen	Communication & Transportation	52.25
Kingport Industries	Communication & Transportation	20.69
Lipco Group	Communication & Transportation	17.06
Magpie Screen Printing	Communication & Transportation	11.15
NuAmerican	Communication & Transportation	8.55
Century Link	Utilities	607.07
Microsoft	Computer Support	156.99
Total Information Center		\$ 7,406.65
Marketing		
Meriain Health	Health Insurance	\$ 969.02
US Treasury	Health Ins-ACA tax	113.52
Microsoft	Computer Support	17.00
Cool Radio LLC	Advertising	126.00
Amy Cassidy	Travel	933.09
Jenny Rakow	Meeting Expense	72.74
CS Media Inc	Town Marketing	1,922.94
Vail Mountaineer Hockey	Events	2,000.00
Total Marketing		\$ 6,154.31
TOTAL ADMINISTRATION		\$ 170,734.28
WASTEWATER FUND		
Meritain Health	Health Insurance	\$ 969.02
US Treasury	Health Ins-ACA tax	189.20
Western Slope Supplies	Office Supplies	24.00
King Soopers Customer Charges	Operating Supplies	49.90
Polydyne	Operating Supplies	2,714.00
Wylaco Supply	Operating Supplies	54.70
Cummins Rocky Mountain	R&M Supplies	1,015.65
PST Enterprises	R&M Supplies	13.72
USA Bluebook	R&M Supplies	2,433.00
UV Doctor Systems	R&M Supplies	6,190.00
Fleet Services	Gas & Oil	305.90
Federal Express	Communication & Transportation	445.10
USA Bluebook	Communication & Transportation	34.94
UV Doctor Systems	Communication & Transportation	120.00
Colorado Mtn News Media	Legal Notice	61.45
Century Link	Utilities	913.12
Holy Cross Energy	Utilities	20,263.27
Source Gas	Utilities	5,283.87
Veris Environmental	Sludge Disposal	6,062.69
Browns Hill Engineering	R&M Labor	647.10
Cummins Rocky Mountain	R&M Service	2,656.35
Meridian Intermountain	R&M Service	407.00
Microsoft	Computer Support	31.00
Hatch Mott MacDonald	Mixing Zone Study	130.00

Accutest	Testing	926.50
Eagle River Water & Sanitation District	Testing & Permits	2,115.00
King Soopers Customer Charges	Meeting Expense	8.60
TOTAL WASTEWATER FUND		\$ 54,065.08

WATER FUND

Don Horst	Permit Refund Overpayment	\$ 100.00
Meritain Health	Health Insurance	4,845.08
US Treasury	Health Ins-ACA tax	529.76
Chem Trade	Operating Supplies	5,237.96
DPC Industries	Operating Supplies	114.00
Grand Junction Pipe	R&M Supplies	163.84
Hach	R&M Supplies	186.00
Municipal Treatment	R&M Supplies	457.00
USA Bluebook	R&M Supplies	61.95
Water Technology Group	R&M Supplies	4,833.00
Fleet Services	Gas & Oil	240.82
Grand Junction Pipe	Supplies for Resale	304.28
Federal Express	Communication & Transportation	121.75
Hach	Communication & Transportation	17.79
Municipal Treatment	Communication & Transportation	24.00
US Post Office	Water Bills	1,156.11
USA Bluebook	Communication & Transportation	19.00
Colorado Mtn News Media	Legal Notice	99.46
OCPO/CECTI	Dues	135.00
Century Link	Utilities	3,880.75
FerrellGas	Utilities	321.99
Holy Cross Energy	Utilities	5,854.73
Garfield & Hecht	Legal	1,871.50
Resource Engineering	Engineering	1,507.63
Accutest	Testing	441.50
Eagle River Water & Sanitation District	Compliance Testing	140.00
King Soopers Customer Charges	Meeting Expense	8.59
Microsoft	Computer Support	31.00
Lewan Technologies	Copier Contract	180.61
Colorado Mtn News Media	Brush Creek Main Replacement	43.12
Grand Junction Pipe	Brush Creek Main Replacement	62.33
Hatch Mott MacDonald	Brush Creek Main Replacement	875.00
HVAC	Brush Creek Main Replacement	2.80
United Rentals	R&M Supplies	17.16
Western Pipeway	Brush Creek Main Replacement	224,834.18
Wylaco Supply	Brush Creek Main Replacement	48.75
Colorado Mtn News Media	Downtown Water Improvement	35.20
TOTAL WATER FUND		\$ 258,803.64

REFUSE FUND

Vail Honeywagon	Refuse	\$ 44,434.00
Signature Signs	Yard Waste Facility	140.85
TOTAL REFUSE		\$ 44,574.85

CAPITAL IMPROVEMENTS

Juniper Hills TH HOA	Use Tax Refund	\$ 45.66
Michael Sanner	Use Tax Refund	129.95

Neil Marken	Use Tax Refund		187.26
Traffic Supply	Bus Shelter		350.00
360 Civil Inc	Park Improvements		919.40
Kipp Land Surveying	Grand Avenue		3,230.00
Colo Department of Transportation	Eby Creek Rd Construction		7,042.06
TOTAL CAPITAL IMPROVEMENTS		\$	11,904.33
CONSERVATION TRUST FUND			
360 Civil Inc	Park Improvements	\$	919.40
TOTAL CONSERVATION TRUST FUND		\$	919.40
OPEN SPACE FUND			
Oldcastle SW Group	Boat Ramp	\$	27,082.79
S2O Design	Boat Ramp		5,200.00
Brush Creek landscaping	R&M Service		3,955.00
NEI Property Management	Vehicle R&M Service		260.00
Microsoft	Computer Support		17.00
Paller & Girard Inc	Weed & Pest Control		672.00
Momentum Trail Concepts	Trail Construction		25,800.00
Sonoran Institute	Eagle River Planning		6,212.91
S2O Design	Eagle River Park Improvements		3,905.95
TOTAL OPEN SPACE FUND		\$	73,105.65
TOTAL BILL SCHEDULE		\$	614,107.23
TOTAL PAYROLL		\$	271,662.49
TOTAL		\$	885,769.72

TOWN OF EAGLE PAYROLL - DECEMBER 2015

TITLE	AMOUNT
Building Official	\$ 1,973.29 1,973.29
Administrative Assistant	1,162.08 1,380.13
Town Planner	1,941.43 2,714.56
Open Space Coordinator	716.75 397.39
Town Manager	2,844.07 42,039.22
Assistant Town Planner	1,484.17 2,575.64
Marketing & Events Coordinator	1,436.12 2,377.37
Finance Director	1,995.06 2,785.54
Town Clerk	1,790.41 3,761.67
Town Board Trustee	230.10
Mayor	369.40
Town Board Trustee	230.87
Town Board Trustee	230.87
Town Board Trustee	230.87
Town Board Trustee	230.10
Town Board Trustee	230.87

Shop Crew Leader	\$	1,781.43
		1,700.29
Engineer		7,389.26
Administrative Technician		1,403.04
		1,548.74
Assistant Engineer		2,084.92
		2,084.92
Maintenance Worker		1,317.23
		1,292.49
Maintenance Worker		2,032.35
		2,019.46
Assistant Engineer		2,171.28
		2,108.25
Public Works Inspector		2,117.32
		1,849.90
Streets		1,913.59
		2,061.78
Public Works Secretary		1,099.26
		1,099.26
Streets		1,398.38
		1,524.39
Streets		1,465.68
		1,323.85
Municipal Court Judge		501.19
Police Secretary/Court Clerk		1,207.82
		1,207.82
Sergeant		1,932.27
		1,910.96
Lieutenant		2,025.73
		1,923.32

Sergeant	\$	1,591.90
		1,809.41
Police Chief		2,298.41
		2,298.41
Patrol Officer		1,689.58
		2,096.52
Patrol Officer		1,499.78
		1,655.18
Patrol Officer		1,587.48
		2,210.53
Patrol Officer		2,113.23
		1,611.43
Patrol Officer		2,736.43
		3,832.75
Buildings/Grounds Supervisor		1,723.30
		1,662.80
Buildings/Grounds Worker		1,654.90
		1,476.77
Buildings/Grounds Worker		1,396.07
		1,438.27
Information Center		539.04
		515.68
Information Center		353.92
		374.33
Information Center		500.64
		523.78
Information Center		503.12
		378.17
Public Works		1,829.33
		2,061.88

	Public Works	\$	1,500.00
			1,887.86
			1,677.56
	Public Works Foreman		1,500.00
			2,462.32
			2,707.29
	Public Works Director		2,367.35
			2,367.34
E.F.T.P.S.	Federal Withholding Taxes	\$	39,975.49
E.F.T.P.S.	FICA Taxes	\$	16,738.89
E.F.T.	State Withholding Taxes	\$	9,873.00
E.F.T.	Retirement	\$	10,044.90
TOTAL DECEMBER 2015 PAYROLL		\$	271,662.49

**Resolution No. 1
(Series 2016)**

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 2016 calendar year.

NOW, THEREFORE, BE IT RESOLVED BY THE EAGLE TOWN BOARD that the designated posting place for notices of meetings held by the Board and Commissions of the Town of Eagle shall be located at the Town Hall, 200 Broadway and on the Town of Eagle website at www.townofeagle.org.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 12, 2016.

TOWN OF EAGLE, COLORADO

By _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**RESOLUTION NO. 3
(Series of 2016)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
EAGLE, COLORADO, APPOINTING KEVIN SHARKEY TO SERVE AS TOWN
REPRESENTATIVE ON THE EAGLE RECREATION FACILITY
ADVISORY CORPORATION BOARD**

WHEREAS, The Eagle Recreation Facility Advisory Corporation Board requires a Town of Eagle appointment to its Board pursuant to its Bylaws; and

WHEREAS, Kevin Sharkey has agreed to serve on this board as a replacement for Tom Gosiorowski beginning immediately.

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

Section 1. That Kevin Sharkey is hereby appointed to the Eagle Recreation Facility Advisory Corporation Board as the Town of Eagle representative beginning immediately and expiring upon resignation or when his replacement is named.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on January 12, 2016.

TOWN OF EAGLE, COLORADO

Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, CMC
Town Clerk

CONSULTANT AGREEMENT

AN AGREEMENT BY AND BETWEEN THE TOWN OF EAGLE, COLORADO AND S2O DESIGN AND ENGINEERING, INC. FOR RIVER ENGINEERING DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT SERVICES FOR EAGLE RIVER PARK INSTREAM & RIVERBANK IMPROVEMENTS

1.0 PARTIES

- 1.1 The parties to this Agreement are the **Town of Eagle**, a Colorado municipal corporation (hereinafter referred to as the "Town"), and **S2O Design and Engineering, Inc.** (hereinafter referred to as the "Contractor").

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Contractor for the purpose of assisting the Board of Trustees with river engineering design, permitting and construction oversight services for Eagle River Park Instream & Riverbank Improvements.
- 2.2 The Contractor represents that he/she has the special expertise and background necessary to provide the Town with the services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the Town with the specific professional services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The Town shall pay the Contractor for services under this Agreement a total not to exceed the amounts set forth in Exhibit "A".

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Mayor Yuri Kostick, as the responsible Town Board member to provide direction to the Contractor during the conduct of the project.

6.0 TERM

- 6.1 The Contractor's services under this Agreement shall commence upon execution of this Agreement by both parties, and shall be completed by no later than June 1, 2017. It is Contractor's policy to complete its services promptly and within established schedules, however, there is no expressed or implied guarantee as to when plans will be approved by the applicable governing agencies. Contractor will progress its work in an expeditious and professional manner at all times.

 Consultant Agreement

7.0 INDEMNIFICATION:

- 7.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

8.0 QUALITY OF WORK

- 8.1 Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Eagle County area. Whitewater design projects often include the need to tune and refine a specific design to optimize the shape to best meet client objectives. Contractor makes no warranties, either express or implied, under this agreement or otherwise, in connection with Contractor's services.
- 8.2 When applicable, Town shall provide Contractor with development program information regarding the requirements and objectives for the Project. Additionally, Contractor shall be entitled to rely upon the accuracy and completeness of any information, reports and/or site surveys/base information supplied by the Town or by others authorized by the Town.

9.0 INDEPENDENT CONTRACTOR

- 9.1 Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Contractor is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

10.0 ASSIGNMENT

- 10.1 Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.



Consultant Agreement

11.0 DEFAULT

11.1 Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default. Notwithstanding any provision contained in the Agreement to the contrary, Contractor shall not be deemed in default hereunder, or otherwise liable or responsible, if any failure of its performance shall be due to any governmental regulations or controls, the need to obtain any governmental approvals, inability to obtain any material or service, strike, act of war, act of God, act of any third party, or any other cause whatsoever beyond the reasonable control of Contractor, and the time for performance by Contractor shall be extended by the period of delay resulting from or due to any of such causes.

12.0 TERMINATION

12.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

12.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit "A", and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.0 ADDITIONAL CONDITIONS

13.1 The conditions set forth in Exhibit "B" attached hereto and incorporated herein by this reference, are hereby made a part of this Agreement.

14.0 ENFORCEMENT

14.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

14.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Eagle County in connection with any dispute arising out of or in any matter connected with this Agreement.

15.0 COMPLIANCE WITH LAWS

15.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

 Consultant Agreement

16.0 INTEGRATION AND AMENDMENT

16.1 This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

17.0 EQUAL OPPORTUNITY EMPLOYER

17.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

17.2 Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

DATED: 1/4/2016, 2015.

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

By: [Signature]
Yuri Kostick, Mayor

Attest: [Signature]
Jenny Rakow, Town Clerk

S2O Design and Engineering, Inc.

By: [Signature]
Scott Shipley, President



Exhibit A
Scope of Services and Compensation

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December 29, 2015

Ms. Jenny Rakow
Town Of Eagle
Box 609
Eagle, Colorado 81631

SUBJECT: PROPOSAL FOR ENGINEERING SERVICES, TASKS 4-9

Dear Ms. Rakow,

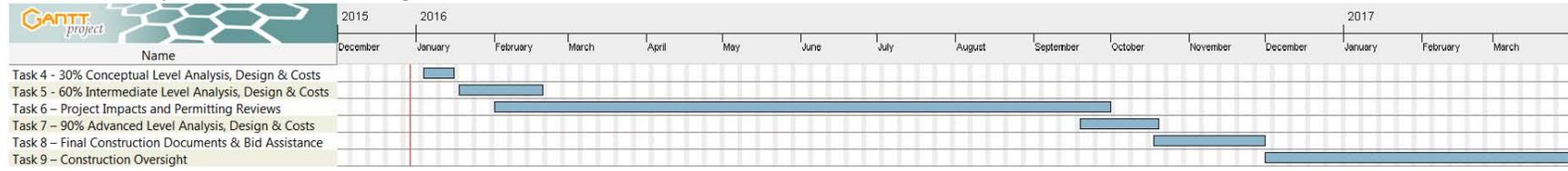
S2o Design and Engineering (S2o) appreciates the opportunity to present this proposal for engineering services to the Town of Eagle (Client) for Tasks 4-9 of the Eagle River Park Instream Recreational Enhancements Project. The proposed services will focus on the later parts of the project that S2o expects to complete in calendar years 2016 and 2017. These tasks include:

- Task 4 - 30% Conceptual Level Analysis, Design & Costs
- Task 5 - 60% Intermediate Level Analysis, Design & Costs
- Task 6 - Project Impacts & Permitting
- Task 7 – 90% Advanced Level Analysis, Design & Costs
- Task 8 – Final Construction Documents & Bid Assistance
- Task 9 – Construction Oversight

A full description of these tasks is shown below, furthermore, Table 1 describes S2o's anticipated schedule for the completion of Tasks, assuming a start date of January 4th, 2016. This schedule assumes timely review and comment by both the Town and regulatory agencies. Any and all delays to the anticipated start date and/or reviews by the Town or regulatory agencies, outside of the control of S2o shall not be interpreted as a breach of contract and may result in unavoidable changes to the target completion dates for each task.



Table 1: Anticipated 2016/2017 Design and Construction Schedule





Task 4 - 30% Conceptual Level Analysis, Design & Costs

S₂O has provided a proposed concept design specific to Design Area A. Once project objectives and preliminary plan input have been gathered, S₂O will advanced the proposed preliminary schematic drawing to a conceptual (30%) design plan level based on defined project parameters. Design will give consideration to river geomorphology and placement of waves, eddies and recovery areas for boaters and other related features within the riparian corridor such as park edge features including wildlife habitat, non-boater features such as "beaches," seating areas, and river access trails. Drawings will be refined to reflect updated baseline mapping of the site, describe proposed structure geometries, and include approximate grades and elevations. Concept designs shall be preliminarily evaluated for structural integrity, hydraulic function, ecologic impacts, geomorphic impacts, and permitting requirements.

Simultaneously, S₂O will develop conceptual (30%) design plans describing river recreation and river function based improvements within Design Area B. The specific conceptual design work to be performed in Design Area B includes the following:

- The Eagle Valley Trail connection and associated riverbank improvements along the north river bank between Design Area A and Design Area B.
- Aquatic Habitat and Fish Passage Improvements.
- Improvements to Eby Creek Outlet.

The 30% design plans will consist of plan view drawings developed to a level sufficient to relay full understanding of the proposed improvements and itemized budgetary costs, based on concept design quantities and regional construction costs. Conceptual designs will be coordinated with the Town's landscape architectural firm to ensure consistency between upland and in-channel park features, as well as to identify potential restoration and habitat improvement opportunities. Following the completion of the 30% design plans and budgetary costs, S₂O will present this information to the Town Board of Trustees for Board and public input and to gather the required approvals necessary to advance concept plans for Design Area A to the next design stage.

Deliverables

- 30% design plans for both Design Area A and Area B, in PDF and/or Civil 3D format;
- Itemized 30% level budgetary costs for both Design Area A and Area B;
- Presentation to the Town Board of Trustees.

Task 5 - 60% Intermediate Level Analysis, Design & Costs

S₂O will advance the 30% concept level design plans for Design Area A to an intermediate (60%) design level based on input and review by the Town. The design will be further refined based on additional structural, hydraulic, ecological, and regulatory reviews of the 30% concept design and input obtained from the stakeholders, Town landscape Architect, Town Staff, and the Board of Trustees.

The 60% design plans will consist of plan view drawings, cross sections, profiles, typical details, and itemized budgetary costs. Following the completion of the 60% design plans and budgetary costs, S₂O will present this information to the Town Board of Trustees for Board and public input and to gather the required approvals necessary to advance concept plans to the next design stage.

Deliverables

- 60% design plans, provided in PDF or Civil 3D format;

- Itemized 60% level budgetary costs;
- Presentation to the Town Board of Trustees.

Task 6 – Project Impacts & Permitting

S₂O will prepare documentation necessary to obtain required project construction approvals, including a 404/401 permit, floodplain development permit, and discharge permit. S₂O will coordinate with Colorado Parks & Wildlife following the completion of the 60% design plans prior to the submittal of materials for the required permits. It is assumed that all fees required to obtain these permits will be paid by the Town. Furthermore, it is assumed that validations of wetlands, historic structures, and threatened and endangered species will not be required to obtain permit approvals. If reports detailing the presence of these items are required by the USACE, S₂O anticipates that the Town will contract these items separately with qualified consultants. S₂O will coordinate with the Town and their consultants sufficient to identify and obtain the required reports.

Potential project impacts including environmental, floodplain, and private property will be assessed throughout the duration of the design process. Furthermore, S₂O will work with the Town to identify and evaluate the cost/benefit of all associated impacts and mitigate any impacts deemed necessary for the success of the project. Additionally, easements across public and private properties necessary for project completion and/or to obtain construction access to the site will be identified.

S₂O will develop a report stamped by a licensed Professional Engineer, registered in the State of Colorado, describing the project impacts to the 100 year floodplain. This report will detail impacts to the 100 year floodplain and describe next steps, if needed, to ensure project compliance with the National Flood Insurance Program (NFIP) and Town codes. Preliminary review of the regulatory BFE suggests that this project can be developed based on a no-rise certification and that a CLOMR/LOMR will not be required. When feasible, project design decisions shall be made to minimize any and all impacts to the regulatory floodplain. However, if impacts to the floodplain are unavoidable and a CLOMR/LOMR is required, a contract modification will be necessary to address the additional project scope.

Deliverables

- A memo describing permitting, construction access, and project impacts at the 60% design level;
- Submit all necessary applications, plans, specifications, and documentation necessary to obtain 404/401, floodplain development and discharge permits; and
- Develop hydraulic modeling and a report to describe impacts to the regulatory 100 year floodplain, sufficient to obtain a no-rise certification.

Task 7 – 90% Advanced Level Analysis, Design & Costs

S₂O will prepare advanced (90%) design plans based on all applicable Town and County regulations and codes. Furthermore, comments from stakeholders, Town Staff and the Board of Trustees regarding the 60% design plans shall be incorporated. 90% design plans shall include plan view, cross sections, and profile designs describing the structure geometries, landscaping, and all other general site improvements up to the Effective 100 year water surface elevations. Revised estimates of the overall project cost will also be developed based on the 90% design plans. S₂O will present the 90% design plans to the Town Board of Trustees for Board and public input and to gather the required final approvals. S₂O will coordinate with Colorado Parks & Wildlife following the completion of the 90% design plans.

Deliverables

- 90% design plans, provided in PDF or Civil 3D format;
- Revised itemized 90% level opinion of probable cost; and

- Presentation to the Town Board of Trustees.

Task 8 – Final Construction Documents & Bid Assistance

S₂O will prepare detailed final construction plans, specifications, and bid items based on the Town's review of the 90% design plans and all updated permitting requirements. Final construction documents will show detailed design layouts, cross sections, profiles, spot elevations, project specific details, and notes. Bid quantities, itemized opinions of probable cost and project specific specifications will be revised based on the final construction documents.

Final construction plans will provide adequate information for accurate contractor bidding and project construction. Furthermore, S₂O will establish criteria by which Contractor bids will be evaluated, issue addendums to the Town's bid documents as necessary, answer questions from potential bidders, review the bids, and assist in the recommendation of award. This proposal assumes that the Town shall be responsible for the development and distribution of all bid documents based on supporting information prepared by S₂O.

Deliverables

- Final construction plans and specifications, stamped by a Licensed Professional Engineer in the State of Colorado;
- Technical information for Town's bid documents; and
- Recommendation of award.

Task 9 – Construction Oversight

S₂O will provide construction administration services including project coordination, oversight and inspection. We will work directly with the contractor to ensure conformance to project plans and specifications, establish proposed geometries, work to specified quantities, and evaluate construction materials. In addition, the whitewater features will be tested and fine-tuned to ensure they function and perform as intended. S₂O will also work with the contractor to ensure, through the tuning phase, that the whitewater features meet the Town's objectives and criteria.

Deliverables

- On-site direction and inspection of work to ensure compliance with construction documents and specifications; and
- Testing and fine tuning of the constructed project.

Additional Task – Physical Scale Model

Upon written direction from the Town of Eagle, S₂O will subcontract with and provide direction to a hydraulics laboratory in the Czech Republic to develop and operate a physical scale model of the river reach to include all proposed improvements. This model will provide further insight into the hydraulic function of the whitewater park beyond the currently scoped one dimensional (1D) hydraulic modeling. Specific benefits of physical scale modeling include the ability to analyze three dimensional (3D) hydraulic conditions and their implications on downstream and feature specific use as well as upstream fish passage. Physical scale modeling will also provide the opportunity to efficiently iterate on design alternatives increasing the success of the project and reducing the need to perform instream tuning of the features. Timing of physical scale modeling, if desired, is anticipated to occur around the 90% design level and would be used to increase our understanding 3D hydraulics created by the park beyond the less detailed information obtained from the 1D models.

Inclusion of this task is not currently part of this Agreement and has been included at the direction of

Town Staff for informational and budgetary purposes. If the Town desires S₂O to conduct physical scale modeling, a written amendment to this Agreement, signed by both parties, is required. S₂O shall not be authorized to perform any additional tasks without written consent from Client.

Fee

S₂O agrees to complete the tasks outlined in this proposal for the lump-sum costs shown in the table below. The lump-sum costs include an estimate for travel and reimbursable expenses. Actual expenses are to be paid by the Client.

TASK & DESCRIPTION	PROFESSIONAL FEES	REIMBURSABLE EXPENSES	SUB-TOTAL
Task 4 30% Conceptual Level Analysis, Design & Costs	\$ 11,960	\$ 335	\$ 12,295
Task 5 60% Intermediate Level Analysis, Design & Costs	\$ 7,480	\$ 335	\$ 7,815
Task 6 Project Impacts & Permitting	\$ 13,760	\$ -	\$ 13,760
Task 7 90% Advanced Level Analysis, Design & Costs	\$ 6,880	\$ 335	\$ 7,215
Task 8 Final Construction Documents & Bid Assistance	\$ 10,160	\$ 35	\$ 10,195
Task 9 2016 Construction Oversight*	\$ 17,600	\$ 2,650	\$ 20,250
Total (Tasks 4-9)	\$ 67,840	\$ 3,690	\$ 71,530
Add Item for 2017 Construction Oversight*	\$ 17,600	\$ 2,650	\$ 20,250
Add Item for Physical Scale Model**	\$ 100,000	\$ 20,000	\$ 120,000
Total (With Add Item)	\$ 185,440	\$ 26,340	\$ 211,780

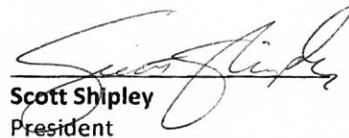
* This Task has been reduced to only show the anticipated construction oversight budget for 2016. This Task assumes the fulfillment of the lump sum construction oversight budget of \$40,500.00, during the 2017 calendar year, as construction is currently anticipated to occur during the winter of 2016/2017.

** This task is provided for Informational purposes only and is not a part of this Agreement. The task can be added through a written amendment to this Agreement.

The attached General Terms and Conditions are made a part of this agreement by reference. If you accept this proposal, please sign this agreement and return to us. A fully executed copy will be returned to you. Thank you for the opportunity to submit this proposal. If you have any questions or concerns related to this proposal, please contact us at your soonest convenience.

Endorsement

Submitted by:


Scott Shipley
 President

S2O Design and Engineering
 318 McConnell Drive
 Lyons, CO, 80540
 (303) 819-3985

1/5/2016
 Date

Approved by:



Jenny Rakow
 Town Of Eagle
 Box 609
 Eagle, Colorado 81631

1/4/2016
 Date

EXHIBIT B
Illegal Alien Addendum

This Attachment is hereby made a part of the Agreement to which it is attached (the "Agreement"). In the event of a conflict between this Attachment and the Agreement this Attachment shall prevail.

A. As used in this Attachment, the following words or phrases shall have the following meanings:

1. Contractor means S2O Design and Engineering.
2. Town means the Town of Eagle, Colorado, a municipal corporation.
3. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
4. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

B. The Contractor shall not:

Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or

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

C. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

D. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (1) of this paragraph (D) the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in Section 8-17.5-101 *et seq.*, C.R.S.

F. If Contractor violates this Attachment, the Town may terminate the Agreement for breach of the contract. If so terminated, the Contractor shall be liable to the Town for actual and consequential damages.

CONSTRUCTION CONTRACT

This Agreement is made and entered this 11th day of December, 2015 by and between the Town of Eagle, Colorado ("Town"), a municipal corporation and studioINSITE, LLC. ("Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work – Price.** The Contractor agrees to perform for the Town all of the work set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Work"). The Town agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed \$25,158.00. Unit prices and unit costs for the Work shall not exceed those shown in Exhibit A, attached hereto and incorporated herein by this reference. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, and materials, for the completion of the Work. Contractor will complete the Work in a thorough and professional manner in every respect to the satisfaction and approval of the Town, within the time specified herein.

2. **Contract Documents.** The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional document: Proposal for Landscape Architectural Services (dated 12/11/201) – Exhibit B.

All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. **Relationship of Contractor to Town.** Contractor covenants to furnish its best skill and judgment and to cooperate with the Town's Project Manager, as identified herein, and all other persons and entities in furthering the interests of the Town.

4. **Project and Field Manager.** The Town's Project Manager for the purposes of the Work is the following or such other person as the Town may designate in writing: Tom Boni, Town Planner, Town of Eagle.

5. **Contractor's Representations.** In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

a. The Contractor has familiarized itself with the nature and the extent of the contract documents, the Work, the locality, all physical characteristics of the area, including without limitation, any improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions, rules, and regulations that in any manner may affect cost, progress, or performance of the Work, or apply in any manner whatsoever to the Work.

b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the Work.

6. **Time of Commencement and Completion.** The Contractor shall finally complete all Work in a manner acceptable to the Town, and in compliance with this Agreement, on or before February 29, 2016. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work. Full payment for the Work shall only be made after the Work has been finally completed and accepted by the Town.

7. **Price of Work - Payment.** The contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefore shall only be changed by a properly authorized amendment to this Agreement.

8. **Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, services, and incidentals necessary to complete the Work and for performing all Work.

9. **Application for Progress Payment.** By the last day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, the sheets, invoices, receipts, and all other documents the Town may require. After receiving the application for progress payment, the Town shall have 10 days to review and approve the application. Payment of the application amount shall occur within 30 days following the 10 day review and approval period

10. **Ownership of Plans, Specifications, and Documents.** Except for Contractor's executed set, all of the plans, specifications and the contract documents are the property of the Town. The plans and specifications are not to be used on other work, and all sets shall be returned to Town at the completion or cessation of the work or termination of this Agreement.

11. **No Personal Liability.** In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the Town, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

12. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to

extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

13. Insurance.

a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable 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.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

(2) Comprehensive General Professional Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) each occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

c. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against monies due to Contractor.

f. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

14. Hiring of Illegal Aliens.

a. As used in this Section, the following words or phrases shall have the following meanings:

1. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.

2. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

b. The Contactor shall not:

Knowingly employ or contract with an illegal alien who will perform work under this Contract; or

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

c. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

d. If the Contactor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (1) of this paragraph (d) the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in Sections 8-17.5-101 *et seq.*, C.R.S.

f. If Contractor violates this Section, the Town may terminate the Agreement for breach of the contract. If so terminated, the Contractor shall be liable to the Town for actual and consequential damages.

15. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

16. Governing Law. This Agreement shall be deemed entered into in Eagle County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Eagle County in connection with any dispute arising out of or in any matter connected with this Agreement.

17. Equal Opportunity Employer.

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees

are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

18. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

19. **Execution.** The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this _____ day of _____, 201____.

Town of Eagle, Colorado
a municipal corporation

CONTRACTOR:
studioINSITE, LLC

By: _____
Yuri Kostick, Mayor

By:  _____
Jim Leggitt, FAIA
12/22/15

ATTEST:

Jenny Rakow, Town Clerk

ACKNOWLEDGEMENTS

STATE OF COLORADO)
)ss
COUNTY OF EAGLE)

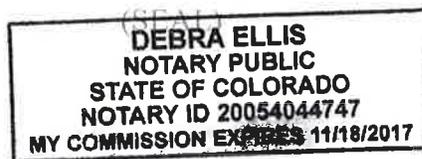
The foregoing instrument was acknowledged before me 22 day of December, 2015 by Jim Leggitt, FAIA, owner/member of studioINSITE, LLC.

Witness my hand and official seal.

My commission expires on: 11-18-2017

Debra Ellis

Notary Public



STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by Yuri Kostick, Mayor and Jenny Rakow, Town Clerk of the Town of Eagle, Colorado.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

Scope of Work

The general scope of work for the project involves meet with Town staff and initiate discussion about the recent park design from the Eagle River Corridor Plan and review of the park program, refinement of current park design ideas and coordination with the in-stream amenity design team; refining design concepts and generate documents that communicate the overall design intent, materials, site elements and infrastructure for the Eagle Riverfront Park; assist with presentation of graphics and renderings that are specifically created for the purpose of promoting the concept to the general public; co-ordinate production of a detailed construction cost estimate form an independent cost estimation consultant.

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

December 22, 2015

This Agreement and Authorization for Landscape Architectural Services between **studioINSITE, LLC** (Consultant) and **The Town of Eagle** (Client) were determined by Jim Leggitt as requested by Tom Boni, Town Planner, Town of Eagle on December 1, 2015.

Project: **Eagle Riverfront Park Concept**

Location: Eagle, Colorado

Client:

Town of Eagle
Mr. Tom Boni, Town Planner
PO Box 609
Eagle, CO 81631
(970 328-9619
tomboni@townofeagle.org
970.328.1669 tel
tomboni@townofeagle.org

Consultant / Landscape Architect:

studioINSITE, LLC (SI)
Jim Leggitt, FAIA
3457 Ringsby Court, Unit #223
Denver, CO 80216
303.433.7100 tel
720.252.2819 mobile
jleggitt@studio-insite.com

This Proposal for Landscape Architectural Basic Services, effective as of December 22, 2015, between the Client and studioINSITE LLC, for the upcoming **Eagle Riverfront Park Concept** in the Town of Eagle, Colorado. This effort will commence with a kickoff meeting in late December 2015 and conclude with a final presentation on or before February 29, 2016.

studioINSITE agrees to provide its professional services in accordance with generally accepted standards of its profession.

SI Project # 15-137.1: Eagle Riverfront Park Concept

Limits of work with regard to the Eagle Riverfront Park Concept include the participation in numerous meetings, on site design charrette, site plan, planting/landscape plan, grading plan, site sections, materials/lighting/furnishings, cost estimation, rendered site plan, aerial perspective, transition area sketch, plan diagrams and coordination with the Eagle River Corridor planning efforts being led by the Town of Eagle planning team.

Basic scope of services and deliverables include the following tasks:

Task 1.0 Team Meeting #1 / Project Kickoff Charrette (December 2015)

1. SI will participate in the December 2015 kick-off meeting/charrette in the Town of Eagle with the project team and initiate discussion about the recent park design (from the Eagle River Corridor Plan) and review of the park program, refinement of current park design ideas and coordination with the in-stream amenity design team.
2. **Deliverables:** hand drawn sketches and plans generated during the charrette.

Task 2.0: Park Concept Development (January 2016)

1. SI will refine design concepts and generate documents that communicate the overall design intent, materials, site elements and infrastructure. The drawings produced will form the basis for the detailed construction cost estimate.
2. **Deliverables:** 2.1) grading plan, 2.2) site plan, 2.3) site sections, 2.4) planting and landscape plan, 2.5) materials/lighting/furnishings, 2.6) utility plan.

Task 3.0: Park Concept Construction Cost Estimate (February 2016)

1. SI will coordinate production of a detailed construction cost estimate from an independent cost estimation consultant
2. **Deliverables:** Detailed construction cost estimate.

Task 4.0: Park Concept Presentation Graphics (February 2016)

1. SI will assist the Town of Eagle with presentation graphics and renderings that are specifically created for the purpose of promoting the concept to the general public in advance of the April vote.
2. **Deliverables:** Computer generated illustrative site plan and hand drawn "hybrid" renderings (combined hand drawing with SketchUp model views) of the riverfront park including; 3.1) rendered site plan, 3.2) aerial perspective, 3.3) transition area sketch, 3.4) plan diagrams showing different parking/use scenarios of the parking lot and transition area.

Article 2: Client's Responsibilities

- A. Client agrees to provide studioINSITE with all information, surveys, reports, and professional recommendations and any other related items requested by studioINSITE in order to provide its professional services. studioINSITE may rely on the accuracy and completeness of these items.
- B. Client shall furnish the services of the following consultants that may be required to assist studioINSITE complete the work: Architect, civil, structural, mechanical, plumbing and electrical engineers.
- C. Client agrees to advise studioINSITE of any known or suspected contaminants at the Project site. The Owner shall be solely responsible for all subsurface soil conditions.
- D. Others will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- E. Client agrees to provide items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of studioINSITE's services.

Article 3: Estimated Schedule and Project Budget

- A. studioINSITE shall render all services commencing on December 22, 2015 and concluding on or before February 29, 2016.

Article 4: Compensation and Payments

- A. Client agrees to pay studioINSITE as follows:

- 1. Basic Services: Hourly not to exceed as agreed with Client.

15-137.1: Eagle Riverfront Park Concept Basic Services Fee	\$23,960.00
<i>Estimated Reimbursable expenses – 5% of basic services fee</i>	\$1,198.00
TOTAL FEE	\$25,158.00

- B. Hourly Rates
Billing rates anticipated for assigned project staff include and will remain valid through December 2016

Partner	\$200.00/ hour
Sr. Landscape Architect	\$125.00/ hour
Landscape Architect	\$115.00/ hour
Landscape Designer	\$90.00/ hour

- C. Reimbursable Expenses
Reimbursable expenses will be paid at a cost. Full back-up documentation, if requested, will be submitted for all reimbursable expenses (*typical hotel, meals, plotter and copier reprographics, mileage at government rate per mile*). An estimate of the total reimbursable expenses for SI scope of work is noted above.
- D. Billing
Fees will be invoiced on monthly basis to the Client for work complete by studioINSITE staff. All invoices shall be reviewed and approved by the Town of Eagle Town Planner prior to payment.
- E. Payment
Payment is due within seven (7) days upon receipt of payment from Owner.

Article 5: Termination

- A. Either Client or studioINSITE may terminate this Agreement upon seven (7) days written notice.

- B. If terminated, Client agrees to pay studioINSITE for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

- C. Upon not less than seven days' written notice, studioINSITE may suspend the performance of its services if Client fails to pay studioINSITE in full for services rendered or expenses incurred. studioINSITE shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6: Dispute Resolution

Client and studioINSITE agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7: Use and Ownership of studioINSITE's Documents

studioINSITE grants Client a nonexclusive license to use studioINSITE's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by studioINSITE, including but not limited to, drawings and specifications, are the property of studioINSITE. These documents shall not be reused on other projects without studioINSITE's written permission. studioINSITE retains all rights, including copyrights, in its documents. Client or others cannot use studioINSITE's documents to complete this Project with others unless studioINSITE is found to have materially breached this Agreement.

Article 8: ADA Compliance

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where the entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. studioINSITE LLC therefore, will use its reasonable professional efforts to interpret applicable ADA requirements and other Federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. studioINSITE, however, cannot and does not warrant or guarantee that the Client's Project will comply with the interpretations of ADA requirements and/or requirements of other Federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

Article 9: Miscellaneous Provisions

- A. This Agreement is governed by the law of studioINSITE's principal place of business.

- B. This Agreement is the entire and integrated agreement between Client and studioINSITE and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and studioINSITE.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor studioINSITE shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, studioINSITE shall not control or be responsible for construction means, methods, techniques, schedules, sequences, or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with studioINSITE's documents.
- F. Client agrees to indemnify, defend and hold studioINSITE harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the studioINSITE shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by studioINSITE's negligent errors or omissions.
- G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- H. Client and studioINSITE waive consequential damages for any claims, disputes, or other matters in question arising out of or relating to this Agreement. studioINSITE's waiver of consequential damages, however, is contingent upon the Client requiring contractor

and its subcontractors to waive all consequential damages against studioINSITE for claims, disputes, or other matters in question arising out of or relating to the Project.

- I. To the extent damages are covered by property insurance during construction, Client and studioINSITE waive all rights against each other and against the contractors, consultants, agents, and employees of the other for such damages. Client or studioINSITE, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- J. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, courtyards, planters, plazas, parking areas, walkways, site walls and stairs, drainage ways, open spaces, etc. may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, that the Owner is solely responsible for the results of any lack of or improper maintenance.
- K. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- L. If this Agreement is not signed and returned to studioINSITE within fourteen (14) days, the offer to perform the described services may, in studioINSITE's sole discretion, be withdrawn and be null and void.

I would be pleased to answer questions you may have or to clarify any of the various points outlined above. If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely,

studioINSITE, LLC



Jim Leggitt, FAIA

Title Owner/ Member

Dated December 22, 2015

CLIENT

Title _____

Dated _____

© studioINSITE LLC
All Rights Reserved



EAGLE RIVERFRONT PARK CONCEPT DESIGN Detailed Budget December 22, 2015

Jim Leggitt (JL)
 Paul Stewart (PS)
 Chris Sutterfield (CS)
 Nate Krohn (NK)
 Ashley Corbett (AC)

* Cost Estimator - studioINSITE will sub-contract with a professional cost estimator for this task

Task 1.0 Project Kickoff / Charrette

	JL (200)	PS (115)	CS (125)	NK (90)	AC (90)	Cost Est (200)*
1.0 Administration	4					
1.1 Drive		4	4			
1.2 Charrette		3	3			
1.3 Post-Charrette Graphics		2	2			

Task 2.0 Park Concept Design

2.0 Administration	4					
2.1 Grading Plan		4	2	8		
2.2 Site Plan		4	2	4		
2.3 Site Sections (2)		4	2	8		
2.4 Planting/Landscape Plan		4	2	8		
2.5 Mat'ls, Lights, Furnishings		2	2	4		
2.6 Utility Plan		2		4		

Task 3.0 Construction Cost Estimate

3.1 Cost Estimate		2				21
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Task 4.0 Presentation Graphics

4.1 Rendered Site Plan		2	2		8	
4.2 Aerial Perspective	24					
4.3 Transition Area Sketch	8					
4.4 Plan Diagrams		2	2	2	8	

Total Hours	40	35	23	38	16	21
Fee Sub-total	\$ 8,000.00	\$ 4,025.00	\$ 2,875.00	\$ 3,420.00	\$ 1,440.00	\$ 4,200.00

FEE						\$ 23,960.00
5% Reimbursable Expenses						\$ 1,198.00
TOTAL						\$ 25,158.00

**RESOLUTION NO. 10
(Series of 2016)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO APPROVING A CONSULTANT AGREEMENT BETWEEN THE TOWN
AND S2O DESIGN ENGINEERING, INC. FOR THE PURPOSE OF ASSISTING THE
TOWN IN THE DESIGN OF THE EAGLE VALLEY TRAIL CONNECTION**

WHEREAS, The Town desires to engage S2O Design Engineering, Inc. for the purpose of assisting the Town with the designs for a paved pedestrian trail, associated retaining walls and barriers, permitting, preparation of final construction documents and bid assistance services for the Eagle Valley Trail Connection; and

WHEREAS, the Town is willing to enter into a consultant agreement with S2O Design Engineering, Inc. subject to the terms and conditions of the Consultant Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

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

Section 1. The Consultant Agreement by and between S2O Design Engineering, Inc. a Colorado corporation, and the Town of Eagle is hereby approved.

Section 2. The Town's Mayor Yuri Kostick, is hereby authorized and directed to execute said Consultant Agreement on behalf of the Town of Eagle.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on n January 12, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONSULTANT AGREEMENT

AN AGREEMENT BY AND BETWEEN THE TOWN OF EAGLE, COLORADO AND S2O DESIGN AND ENGINEERING, INC. FOR DESIGN SERVICES FOR THE EAGLE VALLEY TRAIL CONNECTION

1.0 PARTIES

The parties to this Agreement are the TOWN OF EAGLE, COLORADO, a municipal corporation (hereinafter referred to as the "Town"), and S2O DESIGN AND ENGINEERING, INC. (hereinafter referred to as the "Contractor").

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Contractor for the purpose of assisting the Town with the designs for a paved pedestrian trail, associated retaining walls and barriers, permitting, preparation of final construction documents and bid assistance services for the Eagle Valley Trail Connection.

2.2 The Contractor represents that he/she has the special expertise and background necessary to provide the Town with the services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific professional services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

4.0 COMPENSATION

4.1 The Town shall pay the Contractor for services under this Agreement a total not to exceed \$49,941.00 pursuant to the fee schedule contained in Exhibit "A".

5.0 PROJECT REPRESENTATION

5.1 The Town designates Matthew Farrar, Assistant Town Planner, to provide direction to the Contractor during the conduct of the project.

6.0 TERM

The Contractor's services under this Agreement shall commence upon execution of this Agreement by both parties, and shall be completed by no later than December 1, 2016. It is the Contractor's policy to complete its services promptly and within established schedules, however, there is no expressed or implied guarantee as to when plans will be approved by the applicable governing agencies. Contractor will progress its work in an expeditious and professional manner at all times.

7.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the

Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

8.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Eagle County area.

9.0 INDEPENDENT CONTRACTOR

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Contractor is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

10.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

11.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

12.0 TERMINATION

- 12.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 12.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit "A", and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.0 ADDITIONAL CONDITIONS

- 13.1 The conditions set forth in Exhibit "B" attached hereto and incorporated herein by this reference, are hereby made a part of this Agreement.

14.0 ENFORCEMENT

14.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

14.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Eagle County in connection with any dispute arising out of or in any matter connected with this Agreement.

15.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

16.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

17.0 EQUAL OPPORTUNITY EMPLOYER

17.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

17.2 Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

DATED: _____, 2016.

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

S2O Design and Engineering, Inc.

By: _____
Yuri Kostick, Mayor

Scott Shipley, President

Attest: _____
Jenny Rakow, Town Clerk

EXHIBIT "A"
Scope of Services and Compensation

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EXHIBIT "B"
Illegal Alien Addendum

This Attachment is hereby made a part of the Agreement to which it is attached (the "Agreement"). In the event of a conflict between this Attachment and the Agreement this Attachment shall prevail.

A. As used in this Attachment, the following words or phrases shall have the following meanings:

1. Contractor means S2O Design and Engineering.
2. Town means the Town of Eagle, Colorado, a municipal corporation.
3. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
4. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

B. The Contractor shall not:

Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or

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

C. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

D. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (1) of this paragraph (D) the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in Section 8-17.5-101 *et seq.*, C.R.S.

F. If Contractor violates this Attachment, the City may terminate the Agreement for breach of the contract. If so terminated, the Contractor shall be liable to the City for actual and consequential damages.

EXHIBIT "A"

Mr. Tom Boni
Town Planner
Town Of Eagle
Box 609
Eagle, Colorado 81631

January 5, 2016

Dear Mr. Boni,

Thank you for this opportunity to submit Design Services for the Eagle Valley Trail Connection (EVTC). S₂O has extensive experience in river restoration and channel improvements, including river bed and bank stabilization, hydraulics and hydrologic analysis, flood modeling, native re-vegetation and river geomorphology. We are also proficient in creating design solutions that enhance recreational amenities including walking/biking trails, river viewing areas, bankside seating, and passive enjoyment areas. We have worked in and around rivers since the company's inception in 2005 and have provided design, analysis, and construction documentation services for many municipalities throughout Colorado, including Eagle, Glenwood Springs, Durango, Lyons, and Ft. Collins. Currently, we are working on two very similar projects in Vail and Canon City, where we are responsible for design and construction administration services to stabilize stream banks located adjacent to existing infrastructure. S₂O also has extensive experience working in the regulatory environment and has quickly and effectively gained permits and agency consensus on similar past projects.

Kerrigan Engineering, a structural and civil engineering firm located in Eagle, CO, will join our team to develop designs for the paved pedestrian trail, associated retaining walls and barriers, as well as to conduct structural review of all proposed design plans for the project.

Our proposed design will seek to improve river function, recreational use, aquatic and riparian habitat, and aesthetics, while simultaneously creating a stable river bank for the construction of a paved pedestrian trail and associated improvements. Specifically, our objectives include;

- The design of a stable, durable, and aesthetically pleasing vegetated terraced boulder retaining wall, up to 500 feet in length, along 90 degree bend in the Eagle River between Chambers Park and the proposed Eagle River Park. The retaining wall will be designed to protect the embankment slope between the proposed trail and the river's edge; and
- The design of approximately 700 linear feet of a 12 foot wide paved pedestrian trail, a retaining wall separating the trail from Fairgrounds Road, a vehicle barrier along the south edge of Fairgrounds Rd, and a pedestrian and bicycle guardrail along the south edge of the path.

Our team brings a tremendous depth of capabilities and experience to this project. In addition, our team has local offices in Eagle and Glenwood Springs which provides an added benefit of reduced travel time and expenses.

We appreciate the opportunity to submit this proposal and we are confident that we can provide a final product that exceeds your expectations.

Sincerely,



Scott Shipley, President

S2o Design and Engineering
318 McConnell Drive, Lyons Colorado 80540
303.819.3985/scott@s2odesign.com

EXHIBIT "A"

PROJECT UNDERSTANDING AND WORK PLAN:



Project Understanding

Based on our team’s review of the project site and discussions with Town of Eagle Staff, the following narrative describes our understanding of the project goals and our approach to the successful completion of the EVTC.

The Town of Eagle, Colorado (Town) is actively transforming its brand through the visioning and implementation of the Eagle River Corridor Plan. The goal of this master plan is to guide future land use along the Eagle River for the purpose of creating direct connections between the Town and the River. The master plan also outlines specific areas planned for development, open space, and trails connections, including the Riverside Mixed Use area (RMU). Due to the RMUs proximity to the Eagle River, it is envisioned that development here can reflect existing and proposed water based recreational opportunities, similar to the towns of Salida and Buena Vista. Vital to these goals are the creation of trails to connect proposed RMUs to existing parks and public spaces.

To achieve the Town’s goal of creating a connection between Chambers Park and the proposed Eagle River Park, to be known as the Eagle Valley Trail Connection, a paved pedestrian trail will need to be developed along the south side of Fairgrounds Rd. This area is currently a steep and eroding fill slope created in the course of the filling and rerouting of the Eagle River during construction of Interstate 70 (I-70). This trail will serve as one of two pedestrian routes to connect the existing infrastructure to the Eagle River Park. The Town is currently seeking professional consulting services from a proven engineering team to design and permit the trail and associated bank enhancements.

EXHIBIT "A"

S2O has a proven track record of developing in-stream features and brings a body of experience gained through our team's work on numerous river recreation enhancement projects. We believe in a "river out" design approach, which can be seen in our most recent river park design of Meadow Park in Lyons, Colorado. At Meadow Park, floodplain constraints, habitat needs, and fish passage requirements led our team to design low lying vegetated river terraces intended to overtop during frequent seasonal flood events. All in-stream improvements, aquatic habitat structures, and riparian enhancements were developed to function with the river channel morphology to ensure the consistency and sustainability of the park elements.

S2O believes that successful design is a team process that is founded in effective project management. Our team will work closely with the Town, Town's Landscape Architect and stakeholders to ensure close coordination through all phases of the project. We are also proficient in writing and obtaining grants and will work with the Town to identify and pursue various funding mechanisms, including Great Outdoors Colorado (GOCO) grants, Community Development Block Grants, grant applications to FEMA under the 404 Mitigation Program, Grants to the State of Colorado, and the Colorado Water Conservation Board (CWCB).

Work Plan

S2O believes that great projects are delivered through great project management. Dan Woolley will serve as the designated project manager, functioning as the primary point of contact for all phases of project design and construction. He will also be responsible for coordinating all meetings, tasks, and deliverables as well as S2O's design efforts and will respond to Town inquiries and requests.

The following work plan details our proposed project approach and anticipated deliverables:

TASK 1 - SITE ASSESSMENT & EXISTING MATERIALS REVIEW

The design team will conduct a site visit to include (1) inventory and assessment of the designated river reach in the context of the proposed enhancements; (2) investigation and determination of access improvements and site circulation; and (3) evaluation of environmental conditions, including existing aquatic, riparian, and terrestrial ecology.

S2O will also begin preliminary consultation with applicable regulatory agencies. Preliminary discussions with Colorado Parks & Wildlife (CPW), the U.S. Army Corps of Engineers (USACE), and the Town of Eagle are anticipated to identify regulatory limitations of the project.

DELIVERABLES

- Meeting minutes from preliminary consultation with regulatory agencies

TASK 2 - BASELINE MAPPING

S2O will develop baseline mapping of the site using AutoCAD Civil 3D 2015 software based on 2 foot contour data provided by the Town and detailed topographic and bathymetric survey data collected as part of the ongoing Eagle River Park design. These data will be used to develop a detailed composite Triangular Irregular Network (TIN) surface model of the project site for design development.

EXHIBIT "A"

DELIVERABLES

- A composite TIN surface, developed in Civil 3D 2015, describing the terrain of the project site.

TASK 3 – PRELIMINARY HYDRAULIC ANALYSIS

S₂O will develop a 1D hydraulic model in HEC-RAS to describe recreational-scale hydraulic conditions within the reach. The hydraulic model will be developed based on the composite TIN, created in Task 2. This model will be used to evaluate hydraulic conditions along the terraced boulder retaining wall for the purposes of aquatic and riparian habitat improvements. This hydraulic model will also be used to assess fish passage opportunities in the reach.

Simultaneously, S₂O will also begin preliminary floodplain analysis at the project site to inform design choices and identify site-specific opportunities and limitations. Based on the 1D Currently Effective flood model and the Eagle County Flood Insurance Study (FIS), S₂O will develop Existing and Proposed Conditions Models, sufficient to describe impacts created by the project on the Effective Base Flood Elevations (BFE). Based on this preliminary analysis, site specific design choices can be made to minimize impacts and even prevent injury entirely to the Effective BFE.

DELIVERABLES

- A Preliminary Hydraulic Analysis including a table describing HEC-RAS modeling outputs comparing Proposed Conditions to Effective BFE.

TASK 4 - 60% INTERMEDIATE LEVEL ANALYSIS, DESIGN & COSTS

Our Team will advance the 30% concept level design plans developed as part of the Eagle River Park Design Area B alternatives analysis to an intermediate (60%) design level, based on input and review by Town Staff and Board of Trustees. The design will be further refined based on additional structural, hydraulic, ecological, and regulatory reviews of the 30% concept design and input obtained from the stakeholders, Town landscape Architect, Town Staff, and the Board of Trustees. S₂O will also coordinate with Colorado Parks & Wildlife following the completion of the 60% design plans prior to the submittal of materials for the necessary permits.

The 60% design plans will consist of plan view drawings, cross sections, profiles, typical details, and itemized budgetary costs. Following the completion of the 60% design plans and budgetary costs, Our Team will present this information to the Town Board of Trustees for Board and public input and to gather the required approvals necessary to advance concept plans to the next design stage.

DELIVERABLES

- 60% design plans, provided in PDF or Civil 3D format;
- Itemized 60% level budgetary costs;
- Presentation to the Town Board of Trustees.

EXHIBIT "A"

TASK 5 – PROJECT IMPACTS & PERMITTING

S₂O will prepare documentation necessary to obtain required project construction approvals, including a 404/401 permit, floodplain development permit, discharge permit, and CDOT ROW Permit. It is assumed that all fees required to obtain these permits will be paid by the Town. Furthermore, it is assumed that validations of wetlands, historic structures, and threatened and endangered species will not be required to obtain permit approvals. If reports detailing the presence of these items are required by the USACE, S₂O anticipates that the Town will contract these items separately with qualified consultants. S₂O will coordinate with the Town and their consultants sufficient to identify and obtain the required reports.

Potential project impacts including environmental, floodplain, and private property will be assessed throughout the duration of the design process. Furthermore, S₂O will work with the Town to identify and evaluate the cost/benefit of all associated impacts and mitigate any impacts deemed necessary for the success of the project. Additionally, easements across public and private properties necessary for project completion and/or to obtain construction access to the site will be identified.

S₂O will develop a report stamped by a licensed Professional Engineer, registered in the State of Colorado, describing the project impacts to the 100 year floodplain. This report will detail impacts to the 100 year floodplain and describe next steps, if needed, to ensure project compliance with the National Flood Insurance Program (NFIP) and Town codes. Preliminary review of the regulatory BFE suggests that this project can be developed based on a no-rise certification and that a CLOMR/LOMR will not be required. When feasible, project design decisions shall be made to minimize any and all impacts to the regulatory floodplain. However, if impacts to the floodplain are unavoidable and a CLOMR/LOMR is required, a contract modification will be necessary to address the additional project scope.

DELIVERABLES

- A memo describing permitting, construction access, and project impacts at the 60% design level;
- Submit all necessary applications, plans, specifications, and documentation necessary to obtain 404/401, floodplain development, CDOT ROW and discharge permits; and
- Develop hydraulic modeling and a report to describe impacts to the regulatory 100 year floodplain, sufficient to obtain a no-rise certification.

TASK 6 – 90% ADVANCED LEVEL ANALYSIS, DESIGN & COSTS

Our Team will prepare advanced (90%) design plans based on all applicable Town and County regulations and codes. Furthermore, comments from stakeholders, Town Staff and the Board of Trustees regarding the 60% design plans shall be incorporated. 90% design plans shall include plan view, cross sections, and profile designs describing the pedestrian trail and retaining wall geometries, landscaping, and all other general site improvements. Revised estimates of the overall project cost will also be developed based on the 90% design plans. Our Team will present the 90% design plans to the Town Board of Trustees for Board and public input and to gather the required final approvals. S₂O will also coordinate with Colorado Parks & Wildlife following the completion of the 90% design plans.

EXHIBIT "A"

DELIVERABLES

- 90% design plans, provided in PDF or Civil 3D format;
- Revised itemized 90% level opinion of probable cost; and
- Presentation to the Town Board of Trustees.

TASK 7 – FINAL CONSTRUCTION DOCUMENTS & BID ASSISTANCE

Our Team will prepare detailed final construction plans, specifications, and bid items based on the Town's review of the 90% design plans and all updated permitting requirements. Final construction documents will show detailed design layouts, cross sections, profiles, spot elevations, project specific details, and notes. Bid quantities, itemized opinions of probable cost and project specific specifications will be revised based on the final construction documents.

Final construction plans will provide adequate information for accurate contractor bidding and project construction. Furthermore, S₂O will establish criteria by which Contractor bids will be evaluated, issue addendums to the Town's bid documents as necessary, answer questions from potential bidders, review the bids, and assist in the recommendation of award. This proposal assumes that the Town shall be responsible for the development and distribution of all bid documents based on supporting information prepared by S₂O.

DELIVERABLES

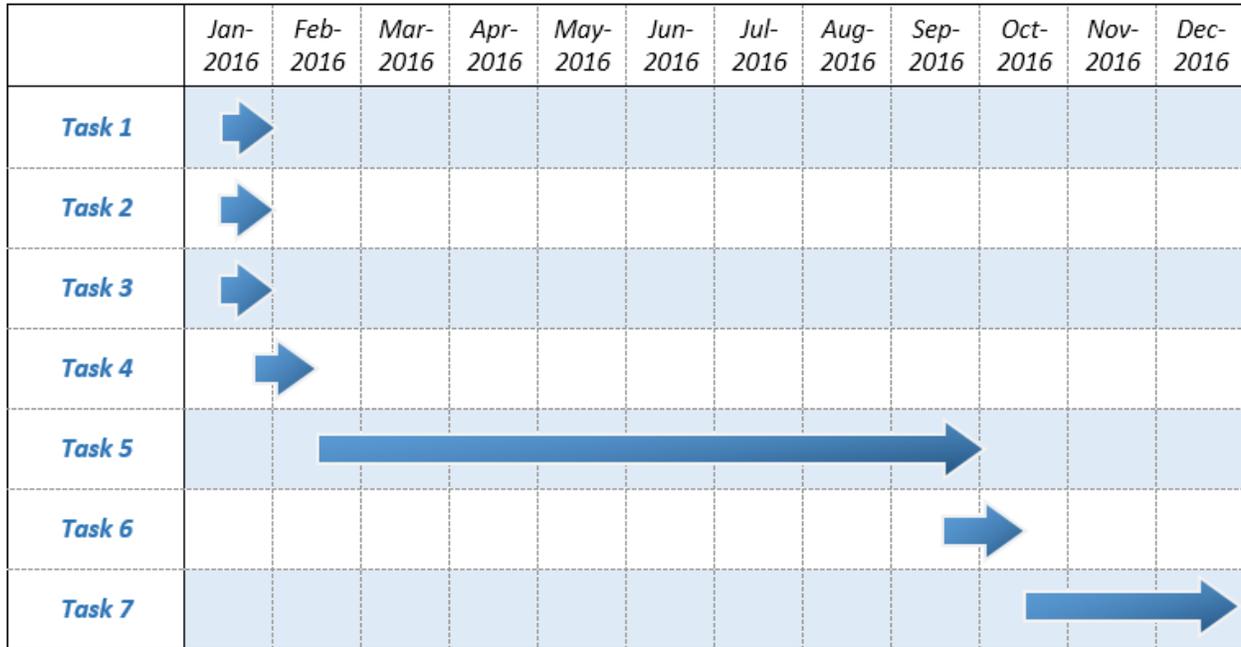
- Final construction plans and specifications, stamped by a Licensed Professional Engineer in the State of Colorado;
- Technical information for Town's bid documents; and
- Recommendation of award.

EXHIBIT "A"

SCHEDULE, PROPOSAL FEE AND ASSUMPTIONS

Schedule

Below is an estimated schedule to complete each major task outlined in the Scope of Work. The schedule assumes a start date of January 11, 2016. Based on S2O's professional experience, it is anticipated that construction of the EVTC could begin as early as December 1st, 2016. However, this opinion is based on a typical review time of 6 months for the USACE 404 permit.



Proposal Fee

S₂O agrees to complete the work outlined in the Scope of Work for the cost of **\$49,941**. The table below shows the cost to complete each major task, including reimbursable expenses.

TASK & DESCRIPTION	PROFESSIONAL FEES	REIMBERSABLE EXPENSES	SUB-TOTAL
Task 1 Site Assessment & Existing Materials Review	\$ 1,200	\$ -	\$ 1,200
Task 2 Baseline Mapping	\$ 1,200	\$ -	\$ 1,200
Task 3 Preliminary Hydraulic Analysis	\$ 3,280	\$ -	\$ 3,280
Task 4 60% Intermediate Level Analysis, Design & Costs	\$ 13,860	\$ 347	\$ 14,207
Task 5 Project Impacts & Permitting	\$ 9,860	\$ -	\$ 9,860
Task 6 90% Advanced Level Analysis, Design & Costs	\$ 9,360	\$ 347	\$ 9,707
Task 7 Final Construction Documents & Bid Assistance	\$ 10,140	\$ 347	\$ 10,487
Total	\$ 48,900	\$ 1,041	\$ 49,941

EXHIBIT "A"

Assumptions:



The following assumptions were used to develop this scope of work and fee schedule:

- S₂O shall be entitled to rely upon the accuracy and completeness of any information, reports and/or site surveys/base information supplied by the Town or by others authorized by the Town;
- Validations of wetlands, historic structures, and threatened and endangered species will not be required to obtain permit approvals. If reports detailing the presence of these items are required by the USACE, S₂O anticipates that the Town will contract these items separately with qualified consultants;
- The Town shall provide all geotechnical engineering required for the design of the project;
- Preliminary review of the regulatory BFE suggests that this project can be developed based on a no-rise certification and that a CLOMR/LOMR will not be required. However, if impacts to the floodplain are unavoidable and a CLOMR/LOMR is required, a contract modification may be necessary to address any additional project scope;
- The Town shall be responsible for the development and distribution of all bid documents;
- All permitting fees shall be paid for by the Town;
- Construction oversight and support activities during the construction phase may be provided but are not currently anticipated in this Scope of Work or Fee Schedule;
- The timeline for project completion is based on a start date of January 11, 2016, along with several periods during which review of the designs will be conducted by the Town Board of Trustees and other stakeholders. The duration of these reviews will ultimately effect the anticipated completion date of the project.

**RESOLUTION NO. 11
(Series of 2016)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO APPROVING A CONSULTANT AGREEMENT BETWEEN THE TOWN
AND GROUND ENGINEERING CONSULTANTS, INC. FOR THE PURPOSE OF
ASSISTING THE TOWN WITH THE PROPOSED CHAMBERS PARK TRAIL**

WHEREAS, The Town desires to engage GROUND Engineering Consultants, Inc. for the purpose of assisting the Town with a subsurface exploration program for providing a geotechnical report for the proposed Chambers Park Trail within the Town of Eagle; and

WHEREAS, the Town is willing to enter into a consultant agreement with Ground Engineering Consultants, Inc. subject to the terms and conditions of the Consultant Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

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

Section 1. The Consultant Agreement by and between GROUND Engineering Consultants, Inc., a Colorado corporation, and the Town of Eagle is hereby approved.

Section 2. The Town's Mayor Yuri Kostick, is hereby authorized and directed to execute said Consultant Agreement on behalf of the Town of Eagle.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on n January 12, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONSULTANT AGREEMENT

AN AGREEMENT BY AND BETWEEN THE TOWN OF EAGLE, COLORADO AND GROUND ENGINEERING CONSULTANTS, INC. FOR SUBSURFACE EXPLORATION AND A GEOTECHNICAL REPORT CONCERNING THE PROPOSED CHAMBERS PARK TRAIL.

1.0 PARTIES

The parties to this Agreement are the TOWN OF EAGLE, COLORADO, a municipal corporation (hereinafter referred to as the "Town"), and GROUND ENGINEERING CONSULTANTS, INC. (hereinafter referred to as the "Contractor").

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Contractor for the purpose of assisting the Town with a subsurface exploration program for providing a geotechnical report for the proposed Chambers Park Trail within the Town of Eagle.

2.2 The Contractor represents that he/she has the special expertise and background necessary to provide the Town with the services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific professional services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

4.0 COMPENSATION

4.1 The Town shall pay the Contractor for services under this Agreement a total not to exceed \$3,500.00 pursuant to the fee schedule contained in Exhibit "A".

5.0 PROJECT REPRESENTATION

5.1 The Town designates Tom Boni, Town Planner, to provide direction to the Contractor during the conduct of the project.

6.0 TERM

The Contractor's services under this Agreement shall commence upon execution of this Agreement by both parties, and shall be completed by no later than February 29, 2016.

7.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom

Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

8.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Eagle County area.

9.0 INDEPENDENT CONTRACTOR

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Contractor is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

10.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

11.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

12.0 TERMINATION

12.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

12.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit "A", and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.0 ADDITIONAL CONDITIONS

13.1 The conditions set forth in Exhibit "B" attached hereto and incorporated herein by this reference, are hereby made a part of this Agreement.

14.0 ENFORCEMENT

14.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

14.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Eagle County in connection with any dispute arising out of or in any matter connected with this Agreement.

15.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

16.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

17.0 EQUAL OPPORTUNITY EMPLOYER

17.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

17.2 Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

DATED: _____, 2016.

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

GROUND Engineering Consultants, Inc.

By: _____
Yuri Kostick, Mayor

Carl Henderson, P.E.

Attest: _____
Jenny Rakow, Town Clerk

EXHIBIT "A"
Scope of Services and Compensation

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EXHIBIT "B"
Illegal Alien Addendum

This Attachment is hereby made a part of the Agreement to which it is attached (the "Agreement"). In the event of a conflict between this Attachment and the Agreement this Attachment shall prevail.

A. As used in this Attachment, the following words or phrases shall have the following meanings:

1. Contractor means GROUND Engineering Consultants, Inc.
2. Town means the Town of Eagle, Colorado, a municipal corporation.
3. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
4. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

B. The Contractor shall not:

Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or

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

C. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

D. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (1) of this paragraph (D) the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in Section 8-17.5-101 *et seq.*, C.R.S.

F. If Contractor violates this Attachment, the City may terminate the Agreement for breach of the contract. If so terminated, the Contractor shall be liable to the City for actual and consequential damages.

GROUND

ENGINEERING

EXHIBIT "A"

January 4, 2016

Subject: Proposal for Professional Services, Subsurface Exploration Program, and Geotechnical Report, **Chambers Park Trail**, Eagle, Colorado

Proposal Number 1601-0001

Mr. Tom Boni
Town of Eagle
200 Broadway
P.O. Box 609
Eagle, Colorado 81631

Sent via email: tomboni@townofeagle.org

Dear Mr. Boni:

Ground Engineering Consultants, Inc. (GROUND) is pleased to submit a proposal to conduct a subsurface exploration program for providing a geotechnical report for the proposed Chambers Park Trail in Eagle, Colorado. We understand the proposed project will include trail improvements between the Eagle River and Fairgrounds Road west of Chambers Park. The trail improvements are anticipated to include a 10-foot wide recreational bike path, walking trail, a pedestrian bridge spanning the Eagle River, vehicle parking area, white water structure, beach and Rivershore access, stone terraces/boulder retaining walls, overlook plaza, historic park/village, camping area, outdoor amphitheater, and park entry improvements off of Fairgrounds Road. Provided information indicates a restaurant and bowling alley are also planned.

We understand that geotechnical engineering in support of the recreational path and boulder walls is desired. Please note, geotechnical engineering in support of the pedestrian bridge, restaurant, and bowling alley are excluded from the scope of services.

Scope of Services

Based on the provided information, proposed construction, and our experience with similar projects, we propose the following:

- (1) Drill a total of three (3) test holes at locations coordinated with the project team. The test holes will be drilled to determine the subsurface soil profile and to obtain samples for laboratory testing. We anticipate that the test holes will be on the order of 20 feet below existing grades. The test holes will be drilled with solid or hollow-stem auger techniques to the indicated depth or until practical drill rig refusal, whichever occurs first. The test holes will be backfilled immediately upon the completion of drilling.

- (2) Conduct laboratory testing to assess the engineering properties of the site materials. Laboratory testing is anticipated to consist of Atterberg limits, grain size analysis, unconfined compressive strength, swell-consolidation, water-soluble sulfates, and corrosivity.
- (3) Utilize the results of the subsurface exploration and laboratory testing to provide geotechnical engineering design criteria and associated discussion for the proposed pathway, parking lot pavements, boulder retaining wall(s), and miscellaneous lightly loaded foundations.
- (4) Prepare a report summarizing the data obtained, and presenting our analyses, conclusions and discussion. An electronic version (pdf) will be provided, and hard copies will be provided upon request. Fieldwork, data analysis, and report preparation will be conducted under the supervision of a registered professional engineer.

Fees

Based on the proposed scope of work outlined above, we propose a lump sum cost of **\$3,500** to complete the scope of services.

Terms

If additional services are required above and beyond the scope of services outlined above, we propose that our fees for the additional services be in accordance with the hourly and unit costs presented in the Fee Schedule. As times for meetings or post-report consultation are difficult to predict, we propose that fees for such meetings also be based on the hourly rates shown on our Fee Schedule. GROUND will not proceed with additional services without your prior approval and authorization.

Please review the General Conditions, which contain a limitation of GROUND's liability. Also note that GROUND reserves the right to withhold data and reports until we have received a signed proposal as well as altering the work scope items if deemed necessary.

Should the exploration be postponed or terminated for any reason after notice to proceed has been provided, cost incurred will be charged in accordance with our hourly and unit rates as indicated on the attached Engineering Fee Schedule.

Our proposed scope of work does not include evaluation of the possible presence of hazardous materials. If indications of hazardous materials are encountered during the course of the geotechnical exploration at the site, fieldwork will be suspended, you will

be contacted, and recommendations regarding an appropriate course of action can be provided.

Schedule

We propose to initiate the investigation at the earliest opportunity. We anticipate that preliminary information will be available shortly following the completion of drilling. We estimate drilling will be completed within one to two weeks of NTP, and the report should be available approximately 2 to 3 weeks after the completion of drilling. GROUND will attempt to adhere to this schedule; however, this remains dependent upon favorable weather conditions, site access and buried utility locations, and therefore cannot be guaranteed. In any event, we will notify you of our progress and pertinent information as it becomes available. This proposal may be considered valid for 90 days from the proposal date.

Sincerely,
GROUND Engineering Consultants, Inc.



Carl Henderson, P.E.

Agreed to this _____ day of _____, 2016

Town of Eagle by: _____

Please print name

GROUND ENGINEERING CONSULTANTS, INC.
FEE SCHEDULE – ENGINEERING (2016) 2016E.1

FIELD INVESTIGATION (Geotechnical and Environmental)

Table listing field investigation services such as Truck Mounted Drill Rig with 2-Man Crew, 4-inch and 6-inch Solid Auger, Hollow Stem Auger, Limited Access Drill Rig, Wireline Coring, ODEX, Rotary, Sonic Drilling, Standby Time, Track or Buggy Mounted Drill Rig (additional), Drill Rig Mobilization and Demobilization, Out of Town Work, Drill Rig Support Vehicles / Other Equipment, Water Truck, Support Truck, and Hydro-Vac Truck.

Table listing field investigation services such as Excavators, Environmental Drilling, Personal Protection Equipment (PPE) (Level A, B, C, D), Steam Cleaner, Equipment Rental, Well Construction Materials, Drill Crew Overtime (additional), Field Engineer / Enviro. Tech., pH / Temp Meter, and PID.

LABORATORY TESTING

Table listing laboratory testing services including Natural Density and Moisture Content, Atterberg Limit (ASTM D 4318), Swell-Consolidation, Specific Gravity (ASTM D 854), Gradation Analysis (ASTM D 422), Time-Consolidation (ASTM D 2435), Unconfined Compressive Strength of Soil (ASTM D 2166), Unconfined Compressive Strength of Rock, Direct Shear (3 point), Proctor - Standard Compaction (ASTM D 698), Proctor - Modified Compaction (ASTM D 1557), Soil Suction, Relative Density (ASTM D 2049), Soil-Stabilization Mixture Analysis, California Bearing Ratio (ASTM D 1883), 1-Point, and California Bearing Ratio (ASTM D 1883), 3-Point.

Table listing laboratory testing services including Triaxial Shear (Unconsolidated-Undrained (Quick Test), Consolidated-Undrained (R-Test), Consolidated-Drained (S-Test)), Permeability (Falling or Constant Head, 2-4" Diameter, Triaxial Permeability), Water Soluble Sulfate, Corrosivity Testing (pH Test, Reduction / Oxidation Potential (Redox), Sulfide Content, Soil Resistivity (direct measurement method), Soil Resistivity (soil box method)), Organic Content (ASTM D 2974), Los Angeles Abrasion Test, Sulfate Soundness (ASTM C88), Fractured Faces, Flat and Elongated Particles, Resilient Modulus, and "R"-Value (ASTM 2844).

ENGINEERING

(Covers planning and general supervision, field trips, analysis, consultation, preparation of reports, and travel time.)

Table listing engineering services including Principal Engineer, Senior Project Manager or Geologist, Project Manager, Project Engineer or Geologist, Field / Staff Engineer, CAD Technician, and Special Consultation, Expert Testimony, and Court Appearance.

MISCELLANEOUS

Table listing miscellaneous services including Out-of-town living expenses, commercial travel costs, equipment rental, etc., Interest charged after 30 days from invoice date, Outside Laboratory Services, Pile Dynamic Analysis, Ground Penetrating Radar (GPR), Falling Weight Deflectometer (FWD), Cross Hole Sonic Logging, Sonic Echo, and Thermal Conductivity (TC) Suite, Electrical Resistivity, Vibration Monitoring, Geotechnical Instrumentation, Geophysics.

GENERAL CONDITIONS

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by the Consultant under this agreement are intended to assist the Client in planning and/or designing the project. Any exploration, testing, and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this agreement. Any changes in project plans or schedule, referenced within Consultant's reporting, should be brought to the attention of the Consultant, in order that provided geotechnical information be re-evaluated and, as necessary, modified.

Any geotechnical conclusions and information in Consultant's reporting will rely upon subsurface exploration at a limited number of exploration points, as well as the means and methods described. The Client must accept that subsurface conditions are interpolated between and extrapolated beyond these locations and it is not possible to guarantee the subsurface conditions are as indicated. Actual conditions exposed during any subsequent construction may be expected to differ from those encountered during site exploration. Additional exploration and laboratory analysis can always be performed to further evaluate a particular site's subsurface condition, albeit at additional time and cost. The Consultant is available to discuss the benefits of additional geotechnical evaluation with the Client. Our scope of services reflected the Client's preferences, objectives, budget, and schedule as understood by GROUND at the time of proposal preparation. The resultant information provided may not be sufficient for use by other parties or other purposes. In the event the Client or any user of Consultant's reporting does not fully understand the risks associated with the earth conditions at the project site and the acceptance of responsibility to manage/mitigate these risks, Consultant encourages he contact a company principal for further assistance.

A contractor who relies upon Consultant's reporting for development of his scope of work or cost estimates may find the geotechnical information to be inadequate for his purposes or find the geotechnical conditions described to be at variance with his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision.

ALL DEVELOPMENT CONTAINS INHERENT RISKS. It is important that ALL aspects of Consultant's reporting, as well as the estimated performance (and limitations with any such estimations) of proposed project improvements are understood by the Client, Project Owner (if different), and properly conveyed to any future owner(s). Utilizing reported information/parameters for planning, design, and/or construction constitutes understanding and acceptance of the information/parameters provided, potential risks, estimates of improvement performance, as well as the limitations inherent within such estimations.

Evaluation/identification of hazardous/contaminated materials that may be present, is not included in Consultant's scope of services unless otherwise indicated. Client/Owner must inform Consultant to the presence of hazardous/contaminated materials, known to him, prior to performance of any subsurface exploration.

Consultant's proposed fees do not include post-report consultation, unless otherwise specified in proposal. In the event of difficult site access, postponement, or termination of our services for any reason after notice to proceed has been provided by Client, cost incurred will be charged in accordance with hourly and unit rates as indicated on the Engineering Fee Schedule. Additional staff consultation services requested following issuance of any report will be billed at rates as indicated above. These fees will be billed accordingly without further notice. Consultant will not proceed with any additional field-related services (drilling, utility locates, etc.) without Client's prior written authorization.

INVOICES: Consultant will submit progress invoices to Client monthly and a final bill upon completion of the services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3% cash/check discount. Pricing will be adjusted to remove this discount in the event client prefers to pay by credit card. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should Consultant bring suit to recover past due payment for services rendered to Client, Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

SAMPLES: All samples of soil and rock will be discarded thirty (30) days after report submittal. Upon Client's request and written authorization, samples will be delivered in accordance with Client's instructions, or stored, for an agreed charge.

RIGHT-OF-ENTRY: Unless otherwise agreed, Client will furnish right-of-entry for Consultant and Consultant's Subconsultants/Subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations. Consultant and its Subconsultants/Subcontractors will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations is not included in the fee unless otherwise stated.

UTILITIES: Consultant's team will notify public utilities through the Utility Notification Center of Colorado (UNCC). Consultant will not be liable for damage to any private underground facility (any "item of personal property" which is buried or placed below ground for use in connection with the storage or conveyance of water or sewage, electronic, telephonic, or telegraphic communications or cable television, electric energy, or oil, gas, or other substances). "Item of personal property" includes, but is not limited to, pipes, tanks, irrigation, sewers, conduits, cables, valves, lines, wires, manholes, and attachments thereto. Owner must locate any of the private, on-site facilities. This requirement is in accordance with Section 2 9-1.5-103 of the Colorado Revised Statutes and is formal written notice requesting the locates for any privately-owned facilities under Owner's control.

REPORTS: Reports, plans and other work prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports and other work furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction. If any information provided in such reports is used for the design and/or construction of the project or anything else at the subject site, GROUND is indemnified by the user with regard to professional and general liability.

USE OF ELECTRONIC OR OTHER SUPPLIED DATA: Electronic documents, site plans, or other information provided to Consultant for the subject project may be used in compiling geotechnical, environmental, or construction-related reports for the subject project. It is the responsibility of the owner or supplier of such documents to ensure that our use does not violate any copyright or confidentiality that may be pertinent to the supplied information.

LIMITATION OF LIABILITY: Consultant agrees in connection with geotechnical engineering, engineering geology, and related services performed under this Agreement that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made. The economic or technical performance of any project cannot be guaranteed in any respect. Liability of Consultant or Subconsultant(s) for damages due to or arising from professional negligence, breach of contract, or any cause of action, shall be limited to the Consultant's fee.

CORPORATE PROTECTION: It must be agreed to by all parties affiliated with this agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and not withstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trade or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any of Consultant's employees, owners, officers, or directors.

DEFECTIVE EQUIPMENT: Consultant cannot be held liable for any costs affiliated with defective equipment (regardless of the cause of such defects) because such defects are beyond our control. By utilizing our services with respect to this project, the client specifically indemnifies Consultant and it's officers, principals, employees, and agents of any and all costs affiliated with any defect in the equipment and understand that their sole recourse with regard to defective equipment (including that which may have been caused inadvertently during installation) is that which is provided by the manufacturer.



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

Memorandum

To: Board of Trustees
From: Tom Boni
Re: John Poukish Properties
Date: January 12, 2016

The applicant, John Poukish is the owner of Lot 220C of the Eby Creek Subdivision containing approximately 31 acres. The property is located on the east side of Eby Creek Road immediately north of the Emergency Medical Station at the corner of Market Street and Eby Creek Road. The property has been denied annexation to the Town into the Town and a six lot subdivision approximately 16 years ago. Another application for annexation was made two years later in 2002 and was denied by the Town of Eagle. Please see a chronology of land use application listed on the attached Staff report prepared by Bob Narracci of Eagle County on June 27, 2006 in response to an application for subdivision made to Eagle County at that time.

The 2010 Eagle Area Community Plan created the Town's northern growth boundary on the south side of this property. In order to annex the property the Planning and Zoning Commission would need to approve an exception to the Plan and make a number of findings the most important of which are that:

1. The proposal is the result of a unique or extraordinary situation or opportunity that was not anticipated or fully vetted when the plan was adopted and
2. The proposed land use is clearly in the public interest and addresses a viable public need

The applicant proposes a subdivision of approximately 30 lots. Staff has advised that the property is subject to debris flows and all of these home sites may not be outside of the risk area. The property includes Eby Creek and its associated floodplain as most importantly steep slopes that comprise the eastern side of the property. The Future land use designation for this property in the Eagle Area Community plan is for rural/agricultural.

The applicant requests a discussion with the Board of Trustees as to whether:

1. Is the Town interested in this annexation
2. What are the requirements or concerns regarding the provision of water and sewer
3. Any other items that the Board is likely to consider with the annexation of this property.

The Eagle County Planning Commission will make recommendation to the Town of Eagle Planning and Zoning Commission in regards to granting an exception to the Eagle Area Community Plan later this month. The Town of Eagle Planning and Zoning Commission will consider the exception at their hearing on February 2.

11/10/2015

Good afternoon Town of Eagle Board of Trustees, Town Manager, Mayor, and Planning Department,

This letter is to serve as our preliminary request to have the Town of Eagle and its counterparts, consider, review, and approve annexing John Poukish's land lot located at 416 Eby Creek Road, parcel #A into the Town of Eagle. With the towns approval, Mr. Poukish can offer a public benefit by creating 2 easements for the public while at the same time, developing his property with 24 to 30 unique single family homes. Developing a walkable community will be adding to all of the new and dynamic town features that have been created over the past 24 months while satisfying the need for unique and well needed housing in the Town of Eagle.

As some of you may know, Mr. Poukish's land has been categorized as "Rural" hence the reason why no water or sewer has been created for this site, yet less than 250 feet away lies dining, gas, liquor, banking, paramedics, grocery, and even a national cellular store.

Mr. Poukish is excited about the incredible progress the Town of Eagle has made over the past 2+ years. The creation of the roundabouts, the landscaping, the safe and well lit sidewalks, and the new pedestrian bridge over I70 is outstanding.

Mr. Poukish's idea is to grant public access thru his property and across Eby Creek into the BLM creating a public benefit while preserving the environmental and visual aesthetics of the subdivision. By doing this, he is offering the growing community safer, more streamlined and efficient avenues for pedestrian traffic and the public to get around. Eagle has become known for its mountain biking, running and hiking trails and Mr. Poukish's interest is adding to this Town of Eagle income producer by offering access in the form of a parking lot on his land and a single track trail easement to access the BLM to the East above his parcel for moun-

tain biking and hiking on "already established" trails. In addition, Mr. Poukish would like to explore the idea with the town of offering a second easement bike path that runs parallel to Eby Creek Road from the most northern round-about that would undulate in between Eby Creek Road, and Eby Creek. Raising the funds could be accomplished by creating a 1% transfer tax on all residential sales from the project to offer safe access for enthusiast in and out of the Eby Creek Subdivision.

We would be very interested in a "pre annexation" meeting with the Planning department on the 1st Tuesday in December, and then the Board of Trustees, plus John Stavey, Tom Boni, and the town attorney on the 2nd Tuesday in December to present all aspects of the preliminary plan. At that time, discussions including but not limited to water supply, sewer connections, geo-technical reports, environmental concerns and constraints, the protection of Eby Creek, site plans, size of homes, and access can be addressed.

We will also offer the benefits to the town, as well as the public to create this project. It is no secret that this project was not annexed in a previous attempt. However, back then, there was a different plan, a different board, and different goals the Town of Eagle was adhering to. With a new town plan in place and a new board of trustees who use proactive forward thinking, coupled with all of the leaps and bounds the Town of Eagle has already made, we are hopeful that the Town will agree that a project such as this one is in the best interest of the Town and the public. We are hopeful to be annexed into the town of Eagle.

Thank you for your time and consideration.

Sincerely,



John Poukish



N 90° 00' 00" W
812.17'

DATE: 9-20-15



SCALE: 1"=60'

LOT 220 C - EBAY CREEK SUBDIVISION
EAGLE COUNTY, COLORADO
SKETCH PLAN

SHEET
1

SWEETWATER ENGINEERING
 Civil Engineering, Land Development Services
 8070 Rancho Finita, Santee, CA 92071
 PH: (970) 926-2728 or (619) 368-7605

C:\Users\Owner\OneDrive\Projects\13209 LP - By Creek Lot 220 C\CAD Files\Lot 220 C - Single family sub Lotg. 9/20/2015 10:40:47 AM Adobe PDF

EAGLE COUNTY BOARD OF COUNTY COMMISSIONERS

June 27, 2006

TITLE: Eby Creek Mesa, A Resubdivision of Lot 220, Eby Creek Mesa
FILE NO./PROCESS: SMB-00367 / Minor Type B Subdivision
LOCATION: 0416 Eby Creek Road
OWNER/APPLICANT: John Poukish Jr.
REPRESENTATIVE: Owner
STAFF CONTACT: Bob Narracci, Planning Manager

STAFF RECOMMENDATION: Approval

A. PROJECT DESCRIPTION: This Minor Type 'B' Subdivision is proposed to re-subdivide Lot 220, Eby Creek Mesa into three (3) lots:

- Lot 220A – 13.305 acres. Proposed new single-family lot.
- Lot 220B – 11.937 acres. Lot 220B encompasses one existing single-family residence.
- Lot 220C – 31.648 acres. Proposed new single-family lot.

Lot 220 contains 56.89 acres and is zoned Agricultural Residential which allows a minimum lot size of 10 acres.

B. CHRONOLOGY:

1981: Lot 220 was platted along with the Eby Creek Mesa Subdivision.

1997: A former owner petitioned the Town of Eagle for Annexation and PUD zoning for a five single-family residential lot development. This plan was withdrawn from the Town prior to Final Plat approval;

1999: The current owner approached Eagle County with a proposed zone change and subdivision of Lot 220 into 20+/- lots. Staff was not comfortable with the plan and encouraged Mr. Poukish to return to the Town with a scaled back plan.

1999: Mr. Poukish petitioned the Town for Annexation to allow eleven single-family lots with an equestrian center and an additional parcel for employee housing. This plan evolved into a six lot subdivision plus one lot to be dedicated to WECAD for employee housing.

2000: The Town denied the final plat for the six lot subdivision.

2000: Culverts were installed in Eby Creek under Army Corps of Engineers Permit No. 199775351 and Eagle County Grading Permit No. MI-11373 for the access to the individual lots.

2000: The applicant filed a Subdivision Sketch Plan, File No. SUS-00009, with Eagle County to divide Lot 220 into five lots.

2001: The Board of County Commissioners approved File No. SUS-00009, with conditions. One of the conditions was that the development be tied into the Town's water system.

2001: Mr. Poukish filed for a Subdivision Preliminary Plan, File No. SUP-00005. Denied out of Town water service from the Town, this file was placed on hold and eventually closed out in 2003.

2001 – 2002: Mr. Poukish again petitioned the Town for annexation for the purpose of obtaining water service and was denied. The Town and Greater Eagle Fire Protection District did, however, allow a fire hydrant to be tied into the public water system, installed along Eby Creek Road adjacent to Lot 220.

2004: Building Permit No. BP-15235 was issued for the construction of the existing single-family home.

2005: Mr. Poukish applied to Eagle County for this Minor Type 'B' Subdivision to split Lot 220 into three lots, each to be served by individual wells and sewage disposal systems.

C. SITE DATA:

Surrounding Land Uses / Zoning:

East:	BLM Land / Resource
West:	Eby Creek Road Right-of-Way / Residential Low Density
North:	Residential / Agricultural Residential
South:	Western Eagle County Ambulance District / Town of Eagle
Existing Zoning:	Agricultural Residential
Total Area:	56.89 acres

D. STAFF FINDINGS: Pursuant to Section 5-290.G.2 of the Eagle County Land Use Regulations the Community Development Director has determined the following in the review of this Type B Minor Subdivision:

a. Access, Water and Sewage.

Access: The access to Lot 220 is via Eby Creek Road. A driveway to each of the three lots has been constructed under the above referenced Grading Permit and Building Permit.

Water: Per Article 4, Section 4-680.A.1., Public Water Supply Accessible of the Eagle County Land Use Regulations, "Where an approved water supply is located within four hundred (400) feet of the proposed development, the developer shall connect to such system and install water lines and appurtenances to make the water supply available at the property line of each lot within the development". In this instance, the Town of Eagle public water supply is routed up Eby Creek Road along the frontage of the subject property. The applicant has made repeated attempts to obtain water service from the Town both outside the Town's boundaries and via annexation into the Town and has been repeatedly denied this service.

Per Article 4, Section 4-680.A.2., Public Water Supply Not Accessible of the Eagle County Land Use Regulations, "Where an approved water supply is not reasonably accessible or procurable, the applicant shall, at the discretion of the Board of County Commissioners, either: a) Install Central Water System; or, b) Submit Evidence of Adequate Supply". Mr. Poukish has obtained approval through the State Water Courts, the rights to install up to five individual well permits. The well drilled for the existing single-family home on Lot 220 produces adequate water quantity which is apparently potable based upon a well water analysis performed by Grand Junction Laboratories on June 5, 2006. Given that public water

RESOLUTION NO. 04
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO, ADOPTING AN AMENDMENT TO THE ANNEXATION PLAN FOR THE
TOWN OF EAGLE, COLORADO.

WHEREAS, Section 31-12-105(1)(e)(I), C.R.S., as contained in the Municipal Annexation Act of 1965, requires municipalities to have in place a plan for a three (3) mile area surrounding the municipality that generally describes, if applicable, the proposed location, character, and extent of streets, subways, bridges, waterways, water fronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the three (3) mile area and such plan must be updated at least once annually; and

WHEREAS, the Planning and Zoning Commission and the Board of Trustees of the Town of Eagle, Colorado has adopted as a component of the Town of Eagle Master Plan the Eagle Area Community Plan (July 2010); and

WHEREAS, the Eagle Area Community Plan (July 2010) contains a three (3) mile annexation plan as required by law which is still applicable; and

WHEREAS, the Board of Trustees finds and determines that said three (3) mile plan should be amended in regard to a land area west of the existing boundaries of the Town.

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

Section 1. The Board of Trustees hereby finds and determines that the amendment to the annexation plan contained within the Eagle Area Community Plan (July 2010), attached hereto and incorporated herein by this reference, meets the requirements of Section 31-12-105(1)(e)(I), C.R.S.

Section 2. The amendment to the existing annexation plan for the Town of Eagle, Colorado is hereby approved in accordance with applicable law.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on the 12th day of January, 2016.

TOWN OF EAGLE, COLORADO, acting by and through its Board of Trustees

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Town of Eagle

Three Mile Plan – 2016

The 2010 Eagle Area Community Plan is adopted as the town's Three Mile Plan with the exception that on its westerly side, the growth boundary for the Town is extended approximately 3,200 feet to the west along Highway 6. This extension to the west includes privately owned properties to the south of the highway extending to the BLM boundary and to the north of the highway extending to the Eagle River.

The intended land use for this area is Agricultural/Rural as designated on the Future Land Use Map contained within the Eagle Area Community Plan. Any development of these properties should also conform to those principles identified for the Western Gateway Area also as discussed in the Eagle Area Community Plan.

This proposed westerly extension of the Three Mile Plan is intended to facilitate the devolution of U.S. Highway 6 from a State owned highway to a local road. There are no plans to change access to the adjacent properties and there are no plans to provide municipal water or sanitary sewer services to the adjacent properties. Furthermore, there are no plans to construct additional roads in the proposed extension area. The Town is not aware of any additional plans by private utility companies for the further extension of existing shallow utilities that serve the development within this area nor does the Town recommend any further extension to serve development north or south of the roadway.

There are no subways, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, terminals for water, light, sanitation, transportation and power scheduled to be provided by the municipality for this area.



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

CERTIFICATE OF RECOMMENDATION

TO: Board of Trustees
FROM: Department of Community Development
DATE: Tuesday, January 12, 2016
PROJECT NAME: Highway 6 Annexation
FILE NUMBER: AN15-01
APPLICANT: Colorado Department of Transportation by Joshua Laipply
STAFF CONTACT: Tom Boni, Town Planner

APPLICABLE SECTION(S) OF MUNICIPAL CODE:

Section 4.15.01 (Annexation)

PUBLIC COMMENT: Numerous phone calls regarding potential benefits including water and sewer service. Also concerns with maintenance of roadway.

ATTACHMENTS: Annexation Map

REQUEST:

Annexation extending Highway 6 approximately 3,200 feet further to the west of its existing terminus at the western edge of the Town of Eagle Wastewater Treatment Plant. This is a necessary step in order to accomplish the "Devolution" of Highway 6 from the Eby Creek Roundabout to the Gypsum Interstate Roundabout.

DISCUSSION:

This hearing date to consider the annexation of the Highway 6 Right of Way was established at the Board of Trustees hearing on December 8. This January 12th hearing date was published in the newspaper and letter were sent to Eagle County and local taxing districts as well as adjacent property owners. This area is included in the Town's Three Mile Plan for 2016.

In order to accomplish this annexation of right of way, the applicant proposes a serial annexation accomplished in five separate parcels as shown on the Annexation Map. The Town of Gypsum is also extending their boundaries through a similar extension of Highway 6 to match up with this annexation.

DEVELOPMENT PERMIT REVIEW STANDARDS (SECTION 4.06)

- a. 1/6 Contiguity with Town Boundaries
- b. Community of Interest with the Town
- c. Urban context
- d. Integrated with Town or capable being integrated
- e. Written consent of landowners
- f. No other annexation application has been filed to another municipality
- g. No detachment of area from School District
- h. No extension of municipal boundaries greater than three miles in one year

TOWN OF EAGLE GOALS, POLICIES AND PLANS

The Town's goals policies plans relevant to this annexation application are contained in Chapter 7 of the Eagle Area Community Plan entitled Transportation, Mobility and Circulation. The first goal of this Chapter states "The Eagle Planning Area is served by an efficient, interconnected and accessible system of roadways, bicycle paths and sidewalks". One of the recommendations under this goal is to "Allow flexible street design standards to promote efficiency and connectivity". The annexation of this portion of Highway 6 facilitates the devolution of Highway 6 between Eagle and Gypsum. Becoming a local roadway allows the Town of Eagle to design improvements for the road that allow incremental growth in the capacity not available under the jurisdiction of the State. It will allow more flexibility in design solutions and a more efficient expenditure of funds to accommodate growth in accord with the Eagle Area Community Plan.

STAFF RECOMMENDATION:

Recommend approval of Annexation and direct the Mayor to sign the Annexation Plat

BOARD OF TRUSTEES

1. Questions of Staff and/or Applicant
2. Public Comment
3. Deliberations

ANNEXATION A

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to the True Point of Beginning, being point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence N08°29'47"W 119.21' feet to a point on the northerly right of way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence S62°15'32"W 303.05 feet to a point on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way S85°22'01"E 286.80 feet to the POINT OF BEGINNING, said parcel containing 0.392 acres more or less.

The above described parcel of land has a perimeter of 709.06 feet of which 119.21 feet (16.81%) is contiguous with the present boundary of the Town of Eagle, according to the plat of the Waste Water Treatment Facility Annexation recorded in Book 703 at Page 912, as Document No. 599898 and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION A to the Town of Eagle, State of Colorado.

OWNER: STATE OF COLORADO 4201 East Arkansas Denver, CO

STATE OF COUNTY OF) SS

The foregoing Certification of Ownership was acknowledged before before me this day of A.D. 2015 by

My commission expires Witness my hand and seal.

Notary Public Address

ANNEXATION C

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet; said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, thence S89°19'02"E 838.80 feet to a point on the southerly Right of Way of State Highway 6, monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S04°47'26"W 49.14 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S81°58'33"E 502.99 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N08°09'21"E 24.08 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S82°57'37"W 238.22 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 2940.00 feet, a delta of 11°32'53", an arc length of 592.57 feet, a tangent of 297.29 feet and a chord which bears S88°44'04"E 591.56 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N41°19'56"W 24.55 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N85°22'01"E 114.44 feet to the POINT OF BEGINNING, said parcel containing 2.877 acres more or less.

The above described parcel of land has a perimeter of 2990.79 feet of which 606.00 feet (20.26%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION C to the Town of Eagle, State of Colorado.

OWNER: STATE OF COLORADO 4201 East Arkansas Denver, CO

STATE OF COUNTY OF) SS

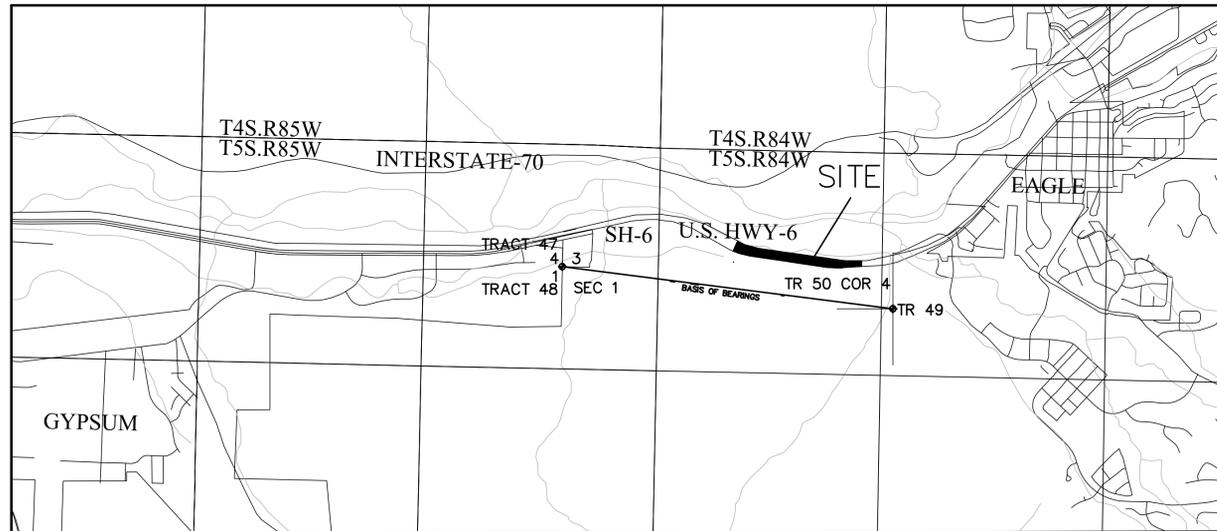
The foregoing Certification of Ownership was acknowledged before before me this day of A.D. 2015 by

My commission expires Witness my hand and seal.

Notary Public Address

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 the certification shown hereon.

ANNEXATION MAP STATE HIGHWAY 6 ANNEXATION TO THE TOWN OF EAGLE A PORTION OF STATE HIGHWAY 6 LOCATED IN TRACT 50, 51 AND SECTION 6, TOWNSHIP 5 SOUTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN COUNTY OF EAGLE, STATE OF COLORADO



VICINITY MAP SCALE 1"=2000'

ANNEXATION B

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N62°15'32"E 303.05 feet to a point on the northerly Right of Way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said northerly Right of Way on a curve to the right, having a radius of 7840.00 feet, a delta of 2°57'30", an arc length of 394.48 feet, a tangent of 197.29 feet and a chord which bears S82°42'37"W 394.44 feet, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 9°41'38", an arc length of 476.27 feet, a tangent of 238.70 feet and a chord which bears N89°39'42"W 475.70 feet, thence S81°05'34"E 606.00 feet to the POINT OF BEGINNING, said parcel containing 0.883 acres more or less.

The above described parcel of land has a perimeter of 1779.83 feet of which 303.08 feet (17.03%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION B to the Town of Eagle, State of Colorado.

OWNER: STATE OF COLORADO 4201 East Arkansas Denver, CO

STATE OF COUNTY OF) SS

The foregoing Certification of Ownership was acknowledged before before me this day of A.D. 2015 by

My commission expires Witness my hand and seal.

Notary Public Address

ANNEXATION D

A parcel of land situated in Tract 51, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, the True of Beginning, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 1°51'15", an arc length of 91.10 feet, a tangent of 45.55 feet and a chord which bears N83°53'15"W 91.10 feet, thence continuing along said northerly Right of Way N82°57'37"W 238.22 feet to a point, thence continuing along said northerly Right of Way N81°58'33"W 502.99 feet to a point, thence continuing along said northerly Right of Way N82°08'33"W 900.95 feet to a point, thence continuing along said northerly Right of Way on a curve to the right, having a radius of 1860.00 feet, a delta of 15°22'38", an arc length of 499.19 feet, a tangent of 251.10 feet and a chord which bears N74°27'14"W 497.69 feet, thence S23°14'05"W 105.00 feet to a 3.25" diameter brass cap set in a concrete cone on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way on a curve to the left, having a radius of 1965.00 feet, a delta of 0°33'25", an arc length of 19.10 feet, a tangent of 9.55 feet and a chord which bears S67°02'38"E 19.10 feet to a point, thence N22°44'32"E 5.00 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 1960.00 feet, a delta of 14°49'12", an arc length of 506.97 feet, a tangent of 254.91 feet and a chord which bears S74°43'57"E 505.56 feet, thence continuing along said southerly Right of Way S82°08'33"E 900.95 feet to a point, monumented by a 3.25" diameter brass cap set in a concrete cone, thence N89°19'02"E 838.80 feet to the POINT OF BEGINNING, said parcel containing 4.162 acres more or less.

The above described parcel of land has a perimeter of 4608.26 feet of which 838.80 feet (18.20%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION D to the Town of Eagle, State of Colorado.

OWNER: STATE OF COLORADO 4201 East Arkansas Denver, CO

STATE OF COUNTY OF) SS

The foregoing Certification of Ownership was acknowledged before before me this day of A.D. 2015 by

My commission expires Witness my hand and seal.

Notary Public Address

BOARD OF TRUSTEES CERTIFICATE (Annexation Plat)

The Board of Trustees of the Town of Eagle, Colorado, by Resolution Number duly adopted on the day of 2015, found and determined that annexation of the property designated herein complies with the requirements contained in Article 12, Title 31, C.R.S., as amended, and that said property is eligible for annexation to the Town of Eagle.

The Board of Trustees of the Town of Eagle, Colorado, by Ordinance Number duly adopted on the day of 2015, did annex the property herein described to the Town of Eagle, Colorado.

Mayor

ATTENT:

Town Clerk

NOTES

- 1. The purpose of this Annexation Map is to annex a portion of State Highway 6 into the Town of Eagle, Colorado. This Annexation Map is not a boundary survey, Land Survey Plat, Improvement Survey Plat or a title search for determination of boundaries, easements, or right of ways and or title of record.
2. Date of Survey: October 26-28, 2015.
3. Basis of Bearings are based on a point monumented by 4.5" diameter Brass Cap Marking Corner 3, Tract 46A, Corner 4, Tract 47, and Corner 1, Tract 48 said point situated in Township 5 South, Range 84 West and a point monumented by a 2" diameter Brass Cap, LS 4551 set in concrete marking Corner 4 of Tract 50, said point situated in Township 5 South, Range 84 West with the bearing being S 82°46'15" E 7861.51 feet as monumented and shown hereon Sheet 2 of 3 and Sheet 3 of 3. All bearings heron are relative thereto.

CLERK AND RECORDER'S CERTIFICATE

This Map was filed for record in the office of the Eagle County Clerk and Recorder at o'clock M., on this day of 2015, and is duly recorded at Reception No.

Recorder Eagle County Clerk and

By: Deputy

SURVEYORS CERTIFICATE-ANNEXATION MAP

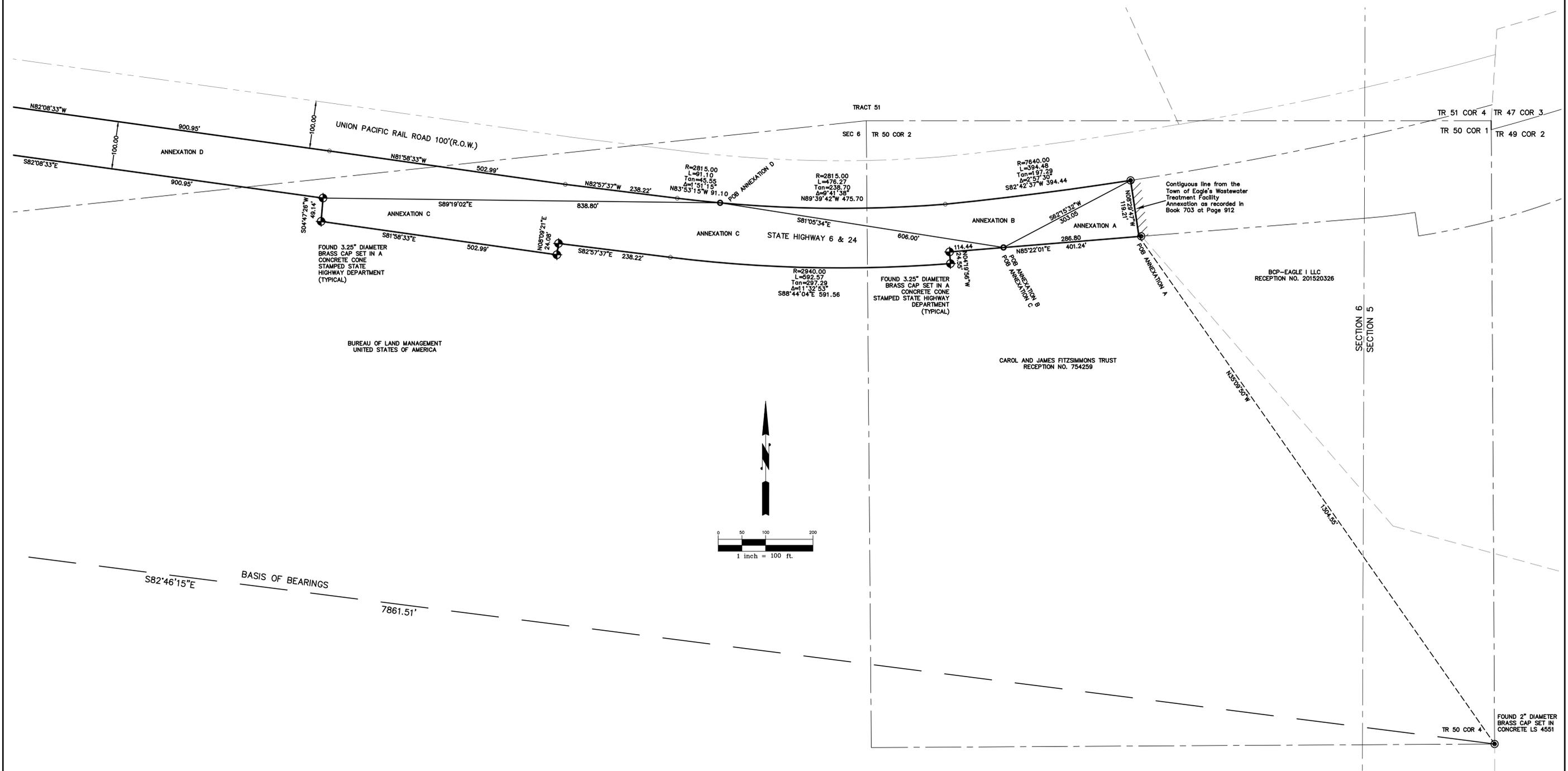
I, Randall P. Kipp, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this survey was prepared under my direct supervision, and truly and correctly represents a field survey of the same. I further certify that no less than one sixth (1/6) of the perimeter boundary of the parcels shown hereon is contiguous to the existing boundary of the Town of Eagle.

In witness thereof I have set my hand and seal this day of A.D., 2015.

Randall P. Kipp Colorado Professional Land Surveyor No. 38079

ANNEXATION MAP A PORTION OF STATE HIGHWAY 6 County of Eagle, Colorado KIPP LAND SURVEYING RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: randy@kipplandsurveying.com web: kipplandsurveying.com

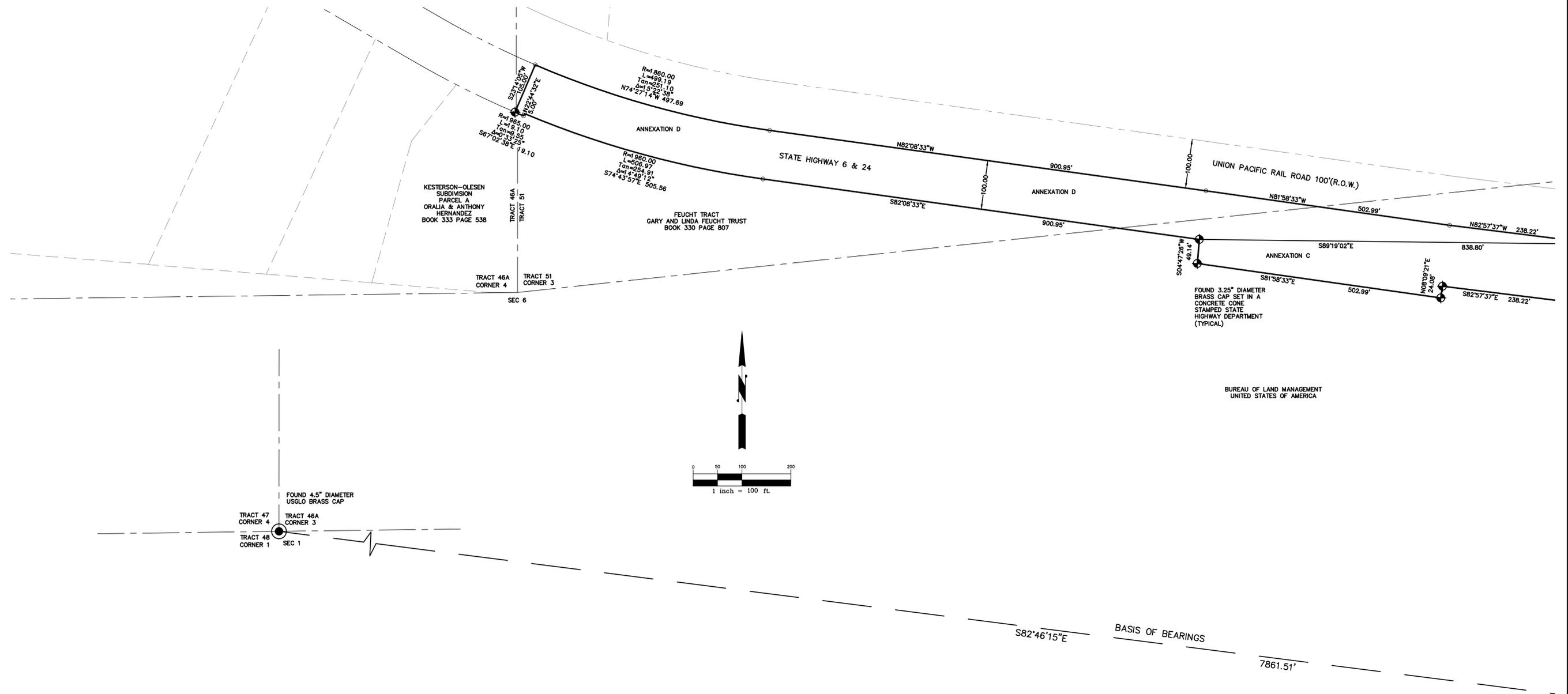
ANNEXATION MAP
 STATE HIGHWAY 6 ANNEXATION TO THE TOWN OF EAGLE
 A PORTION OF STATE HIGHWAY 6
 LOCATED IN TRACT 50, 51 AND SECTION 6,
 TOWNSHIP 5 SOUTH, RANGE 84 WEST,
 OF THE SIXTH PRINCIPAL MERIDIAN
 COUNTY OF EAGLE, STATE OF COLORADO



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 the certification shown hereon.

ANNEXATION MAP A PORTION OF STATE HIGHWAY 6 County of Eagle, Colorado		KIPP LAND SURVEYING RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: randy@kipplandsurveying.com web: kipplandsurveying.com
JOB NO.: 15061	DATE: 11-11-15	
SHEET 2 OF 3	DWG NAME: 15061-TOE-ANNEX	

ANNEXATION MAP
 STATE HIGHWAY 6 ANNEXATION TO THE TOWN OF EAGLE
 A PORTION OF STATE HIGHWAY 6
 LOCATED IN TRACT 50, 51 AND SECTION 6,
 TOWNSHIP 5 SOUTH, RANGE 84 WEST,
 OF THE SIXTH PRINCIPAL MERIDIAN
 COUNTY OF EAGLE, STATE OF COLORADO



BUREAU OF LAND MANAGEMENT
 UNITED STATES OF AMERICA

FOUND 4.5" DIAMETER
 USGLO BRASS CAP
 TRACT 47
 CORNER 4
 TRACT 46A
 CORNER 3
 TRACT 48
 CORNER 1
 SEC 1

ANNEXATION MAP A PORTION OF STATE HIGHWAY 6 County of Eagle, Colorado		KIPP LAND SURVEYING RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: randy@kipplandsurveying.com web: kipplandsurveying.com
JOB NO.: 15061	DATE: 11-11-15	
SHEET 3 OF 3	DWG NAME: 15061-TOE-ANNEX	

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 the certification shown hereon.

RESOLUTION NO. 5
Series of 2016

A RESOLUTION CONCERNING THE ANNEXATION OF CERTAIN PROPERTY MAPPED
AS THE AS THE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, Colorado Department of Transportation, the owner of one hundred percent (100%) of the property, proposed to be annexed to the Town of Eagle, Colorado, has filed a petition requesting the annexation of property described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Town of Eagle, Colorado; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has previously found said petition to be in substantial compliance with the requirements of Section 31-12-107(1), C.R.S., as amended; and

WHEREAS, The Town Clerk has provided notice of a public hearing on the proposed annexation by publication once a week for four successive weeks and by certified mail to the Eagle Board of County Commissioners, the Eagle County Attorney, the school district, and any special district having territory in the area to be annexed; and

WHEREAS, the Board of Trustees held a public hearing on January 12, 2016 to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., as amended, to establish eligibility for annexation, following proper notice of such hearing, as required by Section 31-12-108, C.R.S., as amended.

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

Section 1) The Board of Trustees of the Town of Eagle, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit "A," attached hereto and incorporated herein, that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Eagle, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town of Eagle, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town of Eagle, Colorado.

Section 2) The Board of Trustees finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town of Eagle has in

place a plan for the area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3) The Board of Trustees finds and determines that no additional terms or conditions are to be imposed upon the property to be annexed pursuant to Sections 31-12-107(4) and 31-12-112, C.R.S., as amended, and that an election is not required by law.

Section 4) The Board of Trustees finds and determines that said property is eligible for annexation to the Town of Eagle and hereby accepts said petition for further consideration of approval.

Section 5) The subject property may be annexed by ordinance, pursuant to Section 31-12-111, C.R.S., without an election.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 12, 2016.

TOWN OF EAGLE, COLORADO

By

Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to the True Point of Beginning, being point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence N08°29'47"W 119.21' feet to a point on the northerly right of way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence S62°15'32"W 303.05 feet to a point on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way S85°22'01"E 286.80 feet to the POINT of BEGINNING, said parcel containing 0.392 acres more or less.

The above described parcel of land has a perimeter of 709.06 feet of which 119.21 feet (16.81%) is contiguous with the present boundary of the Town of Eagle, according to the plat of the Waste Water Treatment Facility Annexation recorded in Book 703 at Page 912 as Document No. 599898 and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION A to the Town of Eagle, State of Colorado.

RESOLUTION NO. 6
Series of 2016

A RESOLUTION CONCERNING THE ANNEXATION OF CERTAIN PROPERTY MAPPED
AS THE AS THE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, Colorado Department of Transportation, the owner of one hundred percent (100%) of the property, proposed to be annexed to the Town of Eagle, Colorado, has filed a petition requesting the annexation of property described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Town of Eagle, Colorado; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has previously found said petition to be in substantial compliance with the requirements of Section 31-12-107(1), C.R.S., as amended; and

WHEREAS, The Town Clerk has provided notice of a public hearing on the proposed annexation by publication once a week for four successive weeks and by certified mail to the Eagle Board of County Commissioners, the Eagle County Attorney, the school district, and any special district having territory in the area to be annexed; and

WHEREAS, the Board of Trustees held a public hearing on January 12, 2016 to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., as amended, to establish eligibility for annexation, following proper notice of such hearing, as required by Section 31-12-108, C.R.S., as amended.

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

Section 1) The Board of Trustees of the Town of Eagle, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit "A," attached hereto and incorporated herein, that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Eagle, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town of Eagle, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town of Eagle, Colorado.

Section 2) The Board of Trustees finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town of Eagle has in

place a plan for the area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3) The Board of Trustees finds and determines that no additional terms or conditions are to be imposed upon the property to be annexed pursuant to Sections 31-12-107(4) and 31-12-112, C.R.S., as amended, and that an election is not required by law.

Section 4) The Board of Trustees finds and determines that said property is eligible for annexation to the Town of Eagle and hereby accepts said petition for further consideration of approval.

Section 5) The subject property may be annexed by ordinance, pursuant to Section 31-12-111, C.R.S., without an election.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 12, 2016.

TOWN OF EAGLE, COLORADO

By _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N62°15'32"E 303.05 feet to a point on the northerly Right of Way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said northerly Right of Way on a curve to the right, having a radius of 7840.00 feet, a delta of 2°57'30", an arc length of 394.48 feet, a tangent of 197.29 feet and a chord which bears S82°42'37"W 394.44 feet, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 9°41'38", an arc length of 476.27 feet, a tangent of 238.70 feet and a chord which bears N89°39'42"W 475.70 feet, thence S81°05'34"E 606.00 feet to the POINT of BEGINNING, said parcel containing 0.883 acres more or less.

The above described parcel of land has a perimeter of 1779.83 feet of which 303.08 feet (17.03%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION B to the Town of Eagle, State of Colorado.

RESOLUTION NO. 7
Series of 2016

A RESOLUTION CONCERNING THE ANNEXATION OF CERTAIN PROPERTY MAPPED
AS THE AS THE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, Colorado Department of Transportation, the owner of one hundred percent (100%) of the property, proposed to be annexed to the Town of Eagle, Colorado, has filed a petition requesting the annexation of property described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Town of Eagle, Colorado; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has previously found said petition to be in substantial compliance with the requirements of Section 31-12-107(1), C.R.S., as amended; and

WHEREAS, The Town Clerk has provided notice of a public hearing on the proposed annexation by publication once a week for four successive weeks and by certified mail to the Eagle Board of County Commissioners, the Eagle County Attorney, the school district, and any special district having territory in the area to be annexed; and

WHEREAS, the Board of Trustees held a public hearing on January 12, 2016 to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., as amended, to establish eligibility for annexation, following proper notice of such hearing, as required by Section 31-12-108, C.R.S., as amended.

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

Section 1) The Board of Trustees of the Town of Eagle, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit "A," attached hereto and incorporated herein, that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Eagle, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town of Eagle, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town of Eagle, Colorado.

Section 2) The Board of Trustees finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town of Eagle has in

place a plan for the area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3) The Board of Trustees finds and determines that no additional terms or conditions are to be imposed upon the property to be annexed pursuant to Sections 31-12-107(4) and 31-12-112, C.R.S., as amended, and that an election is not required by law.

Section 4) The Board of Trustees finds and determines that said property is eligible for annexation to the Town of Eagle and hereby accepts said petition for further consideration of approval.

Section 5) The subject property may be annexed by ordinance, pursuant to Section 31-12-111, C.R.S., without an election.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 12, 2016.

TOWN OF EAGLE, COLORADO

By _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, thence S89°19'02"E 838.80 feet to a point on the southerly Right of Way of State Highway 6, monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S04°47'26"W 49.14 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S81°58'33"E 502.99 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N08°09'21"E 24.08 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S82°57'37"W 238.22 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 2940.00 feet, a delta of 11°32'53", an arc length of 592.57 feet, a tangent of 297.29 feet and a chord which bears S88°44'04"E 591.56 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N41°19'56"W 24.55 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N85°22'01"E 114.44 feet to the POINT of BEGINNING, said parcel containing 2.877 acres more or less.

The above described parcel of land has a perimeter of 2990.79 feet of which 606.00 feet (20.26%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION C to the Town of Eagle, State of Colorado.

RESOLUTION NO. 8
Series of 2016

A RESOLUTION CONCERNING THE ANNEXATION OF CERTAIN PROPERTY MAPPED
AS THE AS THE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, Colorado Department of Transportation, the owner of one hundred percent (100%) of the property, proposed to be annexed to the Town of Eagle, Colorado, has filed a petition requesting the annexation of property described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Town of Eagle, Colorado; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has previously found said petition to be in substantial compliance with the requirements of Section 31-12-107(1), C.R.S., as amended; and

WHEREAS, The Town Clerk has provided notice of a public hearing on the proposed annexation by publication once a week for four successive weeks and by certified mail to the Eagle Board of County Commissioners, the Eagle County Attorney, the school district, and any special district having territory in the area to be annexed; and

WHEREAS, the Board of Trustees held a public hearing on January 12, 2016 to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., as amended, to establish eligibility for annexation, following proper notice of such hearing, as required by Section 31-12-108, C.R.S., as amended.

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

Section 1) The Board of Trustees of the Town of Eagle, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit "A," attached hereto and incorporated herein, that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Eagle, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town of Eagle, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town of Eagle, Colorado.

Section 2) The Board of Trustees finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town of Eagle has in

place a plan for the area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3) The Board of Trustees finds and determines that no additional terms or conditions are to be imposed upon the property to be annexed pursuant to Sections 31-12-107(4) and 31-12-112, C.R.S., as amended, and that an election is not required by law.

Section 4) The Board of Trustees finds and determines that said property is eligible for annexation to the Town of Eagle and hereby accepts said petition for further consideration of approval.

Section 5) The subject property may be annexed by ordinance, pursuant to Section 31-12-111, C.R.S., without an election.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 12, 2016.

TOWN OF EAGLE, COLORADO

By _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE

A parcel of land situated in Tract 51, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, the True of Beginning, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 1°51'15", an arc length of 91.10 feet, a tangent of 45.55 feet and a chord which bears N83°53'15"W 91.10 feet, thence continuing along said northerly Right of Way N82°57'37"W 238.22 feet to a point, thence continuing along said northerly Right of Way N81°58'33"W 502.99 feet to a point, thence continuing along said northerly Right of Way N82°08'33"W 900.95 feet to a point, thence continuing along said northerly Right of Way on a curve to the right, having a radius of 1860.00 feet, a delta of 15°22'38", an arc length of 499.19 feet, a tangent of 251.10 feet and a chord which bears N74°27'14"W 497.69 feet, thence S23°14'05"W 105.00 feet to a 3.25" diameter brass cap set in a concrete cone on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way on a curve to the left, having a radius of 1965.00 feet, a delta of 00°33'25", an arc length of 19.10 feet, a tangent of 9.55 feet and a chord which bears S67°02'38"E 19.10 feet to a point, thence N22°44'32"E 5.00 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 1960.00 feet, a delta of 14°49'12", an arc length of 506.97 feet, a tangent of 254.91 feet and a chord which bears S74°43'57"E 505.56 feet, thence continuing along said southerly Right of Way S82°08'33"E 900.95 feet to a point, monumented by a 3.25" diameter brass cap set in a concrete cone, thence N89°19'02"E 838.80 feet to the POINT of BEGINNING, said parcel containing 4.162 acres more or less.

The above described parcel of land has a perimeter of 4608.26 feet of which 838.80 feet (18.20%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION D to the Town of Eagle, State of Colorado.

ORDINANCE NO. 01
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has found a Petition for Annexation of a certain parcel of land, as described in Exhibit "A," attached hereto and incorporated herein by this reference, to be in substantial compliance with the Colorado Constitution and Section 31-12-107(1), C.R.S.; and

WHEREAS, after notice pursuant to Section 31-12-108, C.R.S., the Board of Trustees a held public hearing on January 12, 2016 on the proposed annexation to determine if the annexation complies with the Colorado Constitution and Sections 31-12-104 and 105, C.R.S.; and

WHEREAS, the Board of Trustees has by resolution determined that the requirements of the Colorado Constitution and Sections 31-12-104 and 105, C.R.S., have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the territory situate in the County of Eagle, State of Colorado, described in Exhibit "A," to the Town of Eagle, Colorado, be and the same hereby is ordained and approved, and said territory is hereby incorporated in and made a part of the Town of Eagle, Colorado.

Section 2. The territory hereby annexed shall hereafter be known as the Highway 6 Annexation A to the Town of Eagle, Colorado.

Section 3. Annexation of such territory to the Town of Eagle, Colorado, shall be complete and effective on the effective date of this Ordinance and the filing of copies of this Ordinance and the Annexation Maps with the County Clerk as required by law.

Section 4. In annexing said territory to the Town of Eagle, the Town of Eagle does not have any obligation respecting the construction of water mains, sewer lines, gas mains, electrical service lines, cable television service lines, streets, or any other services or utilities in connection with the territory hereby annexed except as may be provided by the ordinances of the Town of Eagle.

Section 5. Within 30 days after the adoption of this Ordinance, the Town Clerk shall, and is hereby authorized and directed to:

a. File one copy of the Annexation Map, together with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Eagle, Colorado.

b. File three (3) certified copies of this Annexation Ordinance and Annexation Map of the area annexed containing a legal description of such area with the Eagle County Clerk and Recorder.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 12, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Publication Date:

Trustee _____ introduced, read and moved the adoption of the ordinance titled,

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE, COLORADO.

and upon adoption that it be published pursuant to law and recorded in the Book of Ordinances.

Trustee _____ seconded the motion. On roll call, the following Trustees voted "Aye":

_____, _____
_____, _____
_____, _____
_____.

Trustees voted "Nay":

_____, _____
_____.

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY
STATE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to the True Point of Beginning, being point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence N08°29'47"W 119.21' feet to a point on the northerly right of way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence S62°15'32"W 303.05 feet to a point on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way S85°22'01"E 286.80 feet to the POINT of BEGINNING, said parcel containing 0.392 acres more or less.

The above described parcel of land has a perimeter of 709.06 feet of which 119.21 feet (16.81%) is contiguous with the present boundary of the Town of Eagle, according to the plat of the Waste Water Treatment Facility Annexation recorded in Book 703 at Page 912 as Document No. 599898 and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION A to the Town of Eagle, State of Colorado.

ORDINANCE NO. 2
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has found a Petition for Annexation of a certain parcel of land, as described in Exhibit "A," attached hereto and incorporated herein by this reference, to be in substantial compliance with the Colorado Constitution and Section 31-12-107(1), C.R.S.; and

WHEREAS, after notice pursuant to Section 31-12-108, C.R.S., the Board of Trustees a held public hearing on January 12, 2016 on the proposed annexation to determine if the annexation complies with the Colorado Constitution and Sections 31-12-104 and 105, C.R.S.; and

WHEREAS, the Board of Trustees has by resolution determined that the requirements of the Colorado Constitution and Sections 31-12-104 and 105, C.R.S., have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the territory situate in the County of Eagle, State of Colorado, described in Exhibit "A," to the Town of Eagle, Colorado, be and the same hereby is ordained and approved, and said territory is hereby incorporated in and made a part of the Town of Eagle, Colorado.

Section 2. The territory hereby annexed shall hereafter be known as the Highway 6 Annexation B to the Town of Eagle, Colorado.

Section 3. Annexation of such territory to the Town of Eagle, Colorado, shall be complete and effective on the effective date of this Ordinance and the filing of copies of this Ordinance and the Annexation Maps with the County Clerk as required by law.

Section 4. In annexing said territory to the Town of Eagle, the Town of Eagle does not have any obligation respecting the construction of water mains, sewer lines, gas mains, electrical service lines, cable television service lines, streets, or any other services or utilities in connection with the territory hereby annexed except as may be provided by the ordinances of the Town of Eagle.

Section 5. Within 30 days after the adoption of this Ordinance, the Town Clerk shall, and is hereby authorized and directed to:

a. File one copy of the Annexation Map, together with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Eagle, Colorado.

b. File three (3) certified copies of this Annexation Ordinance and Annexation Map of the area annexed containing a legal description of such area with the Eagle County Clerk and Recorder.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 12, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Publication Date:

Trustee _____ introduced, read and moved the adoption of the ordinance titled,

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE, COLORADO.

and upon adoption that it be published pursuant to law and recorded in the Book of Ordinances.

Trustee _____ seconded the motion. On roll call, the following Trustees voted "Aye":

_____, _____,
_____, _____,
_____, _____,
_____.

Trustees voted "Nay":

_____, _____,
_____.

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY
STATE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N62°15'32"E 303.05 feet to a point on the northerly Right of Way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said northerly Right of Way on a curve to the right, having a radius of 7840.00 feet, a delta of 2°57'30", an arc length of 394.48 feet, a tangent of 197.29 feet and a chord which bears S82°42'37"W 394.44 feet, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 9°41'38", an arc length of 476.27 feet, a tangent of 238.70 feet and a chord which bears N89°39'42"W 475.70 feet, thence S81°05'34"E 606.00 feet to the POINT of BEGINNING, said parcel containing 0.883 acres more or less.

The above described parcel of land has a perimeter of 1779.83 feet of which 303.08 feet (17.03%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION B to the Town of Eagle, State of Colorado.

ORDINANCE NO. 03
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has found a Petition for Annexation of a certain parcel of land, as described in Exhibit "A," attached hereto and incorporated herein by this reference, to be in substantial compliance with the Colorado Constitution and Section 31-12-107(1), C.R.S.; and

WHEREAS, after notice pursuant to Section 31-12-108, C.R.S., the Board of Trustees a held public hearing on January 12, 2016 on the proposed annexation to determine if the annexation complies with the Colorado Constitution and Sections 31-12-104 and 105, C.R.S.; and

WHEREAS, the Board of Trustees has by resolution determined that the requirements of the Colorado Constitution and Sections 31-12-104 and 105, C.R.S., have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the territory situate in the County of Eagle, State of Colorado, described in Exhibit "A," to the Town of Eagle, Colorado, be and the same hereby is ordained and approved, and said territory is hereby incorporated in and made a part of the Town of Eagle, Colorado.

Section 2. The territory hereby annexed shall hereafter be known as the Highway 6 Annexation C to the Town of Eagle, Colorado.

Section 3. Annexation of such territory to the Town of Eagle, Colorado, shall be complete and effective on the effective date of this Ordinance and the filing of copies of this Ordinance and the Annexation Maps with the County Clerk as required by law.

Section 4. In annexing said territory to the Town of Eagle, the Town of Eagle does not have any obligation respecting the construction of water mains, sewer lines, gas mains, electrical service lines, cable television service lines, streets, or any other services or utilities in connection with the territory hereby annexed except as may be provided by the ordinances of the Town of Eagle.

Section 5. Within 30 days after the adoption of this Ordinance, the Town Clerk shall, and is hereby authorized and directed to:

a. File one copy of the Annexation Map, together with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Eagle, Colorado.

b. File three (3) certified copies of this Annexation Ordinance and Annexation Map of the area annexed containing a legal description of such area with the Eagle County Clerk and Recorder.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 12, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Publication Date:

Trustee _____ introduced, read and moved the adoption of the ordinance titled,

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE, COLORADO.

and upon adoption that it be published pursuant to law and recorded in the Book of Ordinances.

Trustee _____ seconded the motion. On roll call, the following Trustees voted "Aye":

_____, _____,
_____, _____,
_____, _____,
_____.

Trustees voted "Nay":

_____, _____,
_____.

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, thence S89°19'02"E 838.80 feet to a point on the southerly Right of Way of State Highway 6, monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S04°47'26"W 49.14 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S81°58'33"E 502.99 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N08°09'21"E 24.08 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S82°57'37"W 238.22 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 2940.00 feet, a delta of 11°32'53", an arc length of 592.57 feet, a tangent of 297.29 feet and a chord which bears S88°44'04"E 591.56 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N41°19'56"W 24.55 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N85°22'01"E 114.44 feet to the POINT of BEGINNING, said parcel containing 2.877 acres more or less.

The above described parcel of land has a perimeter of 2990.79 feet of which 606.00 feet (20.26%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION C to the Town of Eagle, State of Colorado.

ORDINANCE NO. 04
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has found a Petition for Annexation of a certain parcel of land, as described in Exhibit "A," attached hereto and incorporated herein by this reference, to be in substantial compliance with the Colorado Constitution and Section 31-12-107(1), C.R.S.; and

WHEREAS, after notice pursuant to Section 31-12-108, C.R.S., the Board of Trustees a held public hearing on January 12, 2016 on the proposed annexation to determine if the annexation complies with the Colorado Constitution and Sections 31-12-104 and 105, C.R.S.; and

WHEREAS, the Board of Trustees has by resolution determined that the requirements of the Colorado Constitution and Sections 31-12-104 and 105, C.R.S., have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the territory situate in the County of Eagle, State of Colorado, described in Exhibit "A," to the Town of Eagle, Colorado, be and the same hereby is ordained and approved, and said territory is hereby incorporated in and made a part of the Town of Eagle, Colorado.

Section 2. The territory hereby annexed shall hereafter be known as the Highway 6 Annexation D to the Town of Eagle, Colorado.

Section 3. Annexation of such territory to the Town of Eagle, Colorado, shall be complete and effective on the effective date of this Ordinance and the filing of copies of this Ordinance and the Annexation Maps with the County Clerk as required by law.

Section 4. In annexing said territory to the Town of Eagle, the Town of Eagle does not have any obligation respecting the construction of water mains, sewer lines, gas mains, electrical service lines, cable television service lines, streets, or any other services or utilities in connection with the territory hereby annexed except as may be provided by the ordinances of the Town of Eagle.

Section 5. Within 30 days after the adoption of this Ordinance, the Town Clerk shall, and is hereby authorized and directed to:

a. File one copy of the Annexation Map, together with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Eagle, Colorado.

b. File three (3) certified copies of this Annexation Ordinance and Annexation Map of the area annexed containing a legal description of such area with the Eagle County Clerk and Recorder.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 12, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Publication Date:

Trustee _____ introduced, read and moved the adoption of the ordinance titled,

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE, COLORADO.

and upon adoption that it be published pursuant to law and recorded in the Book of Ordinances.

Trustee _____ seconded the motion. On roll call, the following Trustees voted "Aye":

_____, _____,
_____, _____,
_____, _____,
_____.

Trustees voted "Nay":

_____, _____,
_____.

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE

A parcel of land situated in Tract 51, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, the True of Beginning, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 1°51'15", an arc length of 91.10 feet, a tangent of 45.55 feet and a chord which bears N83°53'15"W 91.10 feet, thence continuing along said northerly Right of Way N82°57'37"W 238.22 feet to a point, thence continuing along said northerly Right of Way N81°58'33"W 502.99 feet to a point, thence continuing along said northerly Right of Way N82°08'33"W 900.95 feet to a point, thence continuing along said northerly Right of Way on a curve to the right, having a radius of 1860.00 feet, a delta of 15°22'38", an arc length of 499.19 feet, a tangent of 251.10 feet and a chord which bears N74°27'14"W 497.69 feet, thence S23°14'05"W 105.00 feet to a 3.25" diameter brass cap set in a concrete cone on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way on a curve to the left, having a radius of 1965.00 feet, a delta of 00°33'25", an arc length of 19.10 feet, a tangent of 9.55 feet and a chord which bears S67°02'38"E 19.10 feet to a point, thence N22°44'32"E 5.00 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 1960.00 feet, a delta of 14°49'12", an arc length of 506.97 feet, a tangent of 254.91 feet and a chord which bears S74°43'57"E 505.56 feet, thence continuing along said southerly Right of Way S82°08'33"E 900.95 feet to a point, monumented by a 3.25" diameter brass cap set in a concrete cone, thence N89°19'02"E 838.80 feet to the POINT of BEGINNING, said parcel containing 4.162 acres more or less.

The above described parcel of land has a perimeter of 4608.26 feet of which 838.80 feet (18.20%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION D to the Town of Eagle, State of Colorado.



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

MEMORANDUM

TO: Board of Trustees
FROM: Matt Farrar (Assistant Town Planner)
SUBJECT: Information related to the Economic Impact of River Parks
DATE: January 12, 2016

A) Colorado's Outdoor Recreation Industry

1. Colorado's outdoor recreation industry generates \$994 million in state and local tax revenue.

Source: Outdoor Industry Association, 2014

2. The 2014 Year End Report prepared by the Colorado River Outfitters Association made the following findings regarding the economic impacts of commercial river use in Colorado:

Total User Days (2014): 504,400

Total Direct Expenditures (2014): \$62,551,484

Total Economic Impact (2014): \$160,131,798

2014 Economic Impact - Eagle River

River	User Days	Direct Expenditures	Economic Impact	2014 % Market Share
Eagle (Upper)	1,134	\$140,629	\$360,011	0.2%
Eagle (Lower)	2,032	\$251,992	\$645,099	0.4%

Source: <http://www.croa.org/wp-content/uploads/2015/01/2014-Commercial-Rafting-Use-Report.pdf>

B) Golden, CO (pop. 2010 Census: 18,867)

A study prepared by Stratus Consulting in 2000, “Preliminary Evaluation of the Beneficial Value of Waters Diverted in the Clear Creek Whitewater Park in the City of Golden” came to following conclusion regarding the whitewater park in Golden, CO:

The total recreational and other beneficial use value of waters diverted in the Clear Creek Whitewater Park kayak course, in the City of Golden, is estimated to be from \$1.36 million to \$2.03 million annually. As shown originally in Table 1, these monetized annual benefits values consist of

Total willingness to pay (expenditures plus consumer surplus) for those who use the course for kayaking, on the order of \$0.91 million to \$1.15 million per year; plus

Economic stimulus to the community on the order of between \$0.44 million to \$0.88 million per year.

In addition to these monetized estimates, numerous additional economic benefits stem from the competitive events: the events in the summer of 2000 drew over 2,200 spectators and event costs totaled about \$60,000. The events hold additional value to boat and gear manufacturers who set up booths at the events. Other nonmonetized benefits are likely to accrue as well.

In addition to the value of the existing course, there are plans for course expansion. The master plan calls for replacing bridges in the $\frac{3}{4}$ mile stretch below the course, completing trails underneath the bridges, and building water-level plaza areas. This additional $\frac{3}{4}$ mile stretch could provide practice areas for beginners and additional water for those who want to continue downstream. The additional stretch will probably add more beneficial use value to the course (e.g, drawing more users, and including higher participation and use values to existing participants). Such additional benefits will rely on the same volume of water as the existing course already diverts. Thus, the water rights for diversion within the course are likely to produce a higher level of beneficial value in the future.

Source: http://www.s2odesign.net/wp-content/uploads/2011/05/Gold_economicimpact.pdf

C) Steamboat, CO (pop. 2010 Census: 12,088)

A study prepared by Stratus Consulting in 2005, “The Potential Beneficial Values of Waters Diverted in the Yampa River for the Steamboat Springs Boating Park” came to following conclusion regarding the whitewater park in Steamboat Springs, CO:

The boating park is used by a variety of users and spectators. They can be divided into three groups:

- Rafting
- Kayaking and canoeing
- Tubing

Commercial rafting occurs when flows exceed 400 cfs for 12-foot rafts. When flows exceed 800 cfs, 14-foot rafts are also permitted. Rafting is a growing business on this section of river. A total of 436 paying customers were reported to the City in 2004.

Kayaking and canoeing are major users of the boating park. The number of participants using the park is unknown. We expect the total number of boater days in the future to compare to Golden – about 13,700. We anticipate collecting data in 2005 to get a more precise understanding of use.

Special events have the potential to generate a large number of out-of-town visitors during May and June non-peak season (i.e., this is a shoulder season between the high use winter skiing and summer tourism seasons). The Teva event held in Vail is reported to generate up to 22,000 spectators. These spectators tend to be affluent and spend up to \$206 per day per spectator on lodging, dining, shopping, and activities. The total direct expenditures of spectators incremental to the Town of Vail were estimated to be \$1,137,182 in 2004. These are direct out-of-pocket expenditures and do not include any economic multiplier effect.

Commercial tubing has seen a general decline in use since 2001, largely related to a major change in the section of the river that can be run, and also to less than ideal flows especially in 2002. The boating park is a major feature in the revised and shortened stretch used for commercial tubing. The potential increase in tubing in this section could be as high as 40,000 tubers per year.

Source: <http://www.s2odesign.net/wp-content/uploads/2011/05/SteamboatEconStudy.pdf>

In regards to tubing on the Yampa River, a Steamboat Today article published in 2015 states:

The city knows our commercial tubing operations sent 18,799 tubers down the river in 2013 and 14,791 in 2014. Based upon those numbers, we can only infer that many thousands more tubers are accessing the river on big summer weekends.

Source: <http://www.steamboattoday.com/news/2015/jul/19/our-view-tubing-too-much-fun/>

D) Durango, CO (pop. 2010 Census: 16,887)

RPI Consulting prepared a report, “Economic Impacts of Whitewater Recreation,” for the City of Durango in June of 2006. This report made the following finding regarding the whitewater recreation industry in Durango:

The total existing economic impacts and benefits of whitewater recreation are summed in this section. They include the total impacts of commercial and non-commercial boating as well as event, festival, and training camp uses.

Figure 18. Summed Economic Impacts and Benefits of Whitewater Recreation Category of Impact

Category of Impact	
Commercially Guided Rafting	\$ 14,089,867
Commercial Equipment Rentals & Classes	\$ 536,777
Non-Commercial Kayaking & Rafting	\$ 3,792,412
Event Use & Training Camps	\$ 978,577
Total Economic Impacts of Whitewater Recreation	\$ 19,397,633

Finally, the total Part time employment (PTE) associated with whitewater recreation – as factored by the RIMS multiplier and total millions of estimated direct expenditures are presented in Figure 18.

SECTION CONCLUSIONS

- Total economic impact of whitewater recreation on the Lower Animas River estimated at \$19,397,633 annually.
- Total employment associated with whitewater recreation on the Lower Animas River estimated at 536 PTE (or, approximately 268 FTE).

Source: <http://www.durangogov.org/DocumentCenter/View/57>

D) Vail, CO (pop. 2010 Census: 5,305)

A study prepared by Stratus Consulting in 2002, “The Beneficial Value of Waters Diverted in the Blue River for Breckenridge Whitewater Park and in Gore Creek for the Vail Whitewater Park,” came to the following conclusion regarding the whitewater park in Vail, CO:

For 2001, the total recreational and other beneficial use value of waters diverted in Gore Creek within the Town of Vail is estimated to be from \$0.9 to \$1.9 million. As shown in Table 3.3, these monetized annual benefits values consist of

- Total willingness to pay (expenditures plus consumer surplus) for those who use the course for kayaking, approximately \$160,000 to \$427,000 per year, plus
- Expenditures made by spectators on one day alone during the Teva Whitewater Festival of over \$305,000; plus
- Economic stimulus to the community between \$422,000 and \$1,176,000.

For the future, we estimate annual benefits of over \$1.8 million. When capitalized over 20 years at 7%, the present value of benefits equals more than \$20.6 million. Details are shown in Table 2.

As with Breckenridge, we did not quantify a number of important benefits such as potential increase in property values, values enjoyed and generated by spectators (other than Saturday of the Teva Whitewater Festival) and near-stream recreators, benefits to whitewater event sponsors and vendors, beneficial uses of water downstream of the parks, improvements in community identity and quality of life, or option values.

Source: http://www.s2odesign.net/wp-content/uploads/2011/05/all_vail.pdf

E) Town of Eagle Visitor Center

The Town of Eagle’s Visitor Center is located adjacent to the area identified for the proposed Eagle River Park. Note that during the peak years (2012 & 2015) roughly 41,000 people stopped and signed the registry at the Town’s Visitor Center.

Year	Total # of Guests	Total Revenue
2012	40,638	\$152,381
2013	36,992	\$153,262
2014	29,083	\$150,322
2015	40,891	\$227,782



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

MEMORANDUM

TO: Board of Trustees
FROM: Matt Farrar (Assistant Town Planner)
SUBJECT: Salida, Buena Vista, and Golden Whitewater Park Costs & Funding Sources
DATE: January 12, 2016

Below are approximate figures for the total cost of the whitewater parks that were constructed in Buena Vista, Salida, and Golden. In addition, a list of the various funding sources that contributed to these whitewater parks has been provided. Please keep in mind that these are the best figures that staff could find via online resources.

A) Buena Vista

Approximate Cost of Whitewater Park: \$623,842

Total Number of Features: 6

Funding Sources

1. Colorado Lottery
 - a. Great Outdoors Colorado (GOCO)
2004: \$186,975 awarded for three (3) whitewater features and crusher fines trail network along river.

2008: \$200,000 awarded for two (2) additional whitewater features, two (2) rock climbing boulders and other riverpark improvements.
 - b. Conservation Trust Fund
Contribution amount unknown.
 - c. Parks & Wildlife/Greenway
Contribution amount unknown.

2. Town of Buena Vista
Contributed a total of \$53,000 (approx.) and staff time.
3. Developer
Donated riverfront land to the town. Also contributed \$76,000 (approx.) cash and in-kind donations exceeding \$100,000.
4. Chaffee County
Contributed a total of \$10,000.
5. Community Organizations
Local kayaking organization raised a total of \$35,000 (approx.).

B) Salida

Approximate Cost of Whitewater Park: \$794,000

Total Number of Features: 4

Funding Sources

1. Colorado Lottery
 - a. Great Outdoors Colorado (GOCO)
\$270,150 awarded for Arkansas River Whitewater Park & Greenway.
 - b. Conservation Trust Fund
\$28,526 awarded for Riverside Park improvements.
 - c. Parks & Wildlife/Greenway
Contribution amount unknown.
2. Arkansas River Trust
Contribution amount unknown.
3. City of Salida
Contribution amount unknown.
4. Donations from Local Contractors
Contribution amount unknown.

C) Golden

Approximate Cost of Whitewater Park: \$342,000

Total Number of Features: 13

Funding Sources

1. Colorado Lottery
 - a. Great Outdoors Colorado (GOCO)
\$134,100 awarded for Clear Creek Trail.
 - b. Conservation Trust Fund
\$177,086 awarded for Clear Creek Whitewater Park.
 - c. Parks & Wildlife/Greenway
\$37,700 awarded for Clear Creek Trail.
2. City of Golden
Contribution amount unknown.
3. Golden Urban Renewal Authority (GURA)
Has contributed land and funding to redevelopment projects adjacent to Clear Creek and in downtown Golden.



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Summary of Interviews with City of Golden Businesses by Bruce Nickerson contained in Draft Economic Development Study of Greater Eagle CBD.

Interviews were conducted in the summer of 2015 with representative of 14 businesses in the Central Business District of City of Golden related to the impact of the Clear Creek Park on their business and with one policeman on park's impacts on the police department. Businesses included six restaurants, three bike shops, two hotels, one water sports store, one coffee shop, and one photographer.

- 13 of the 14 businesses reported a positive effect on their business.
- Tourism has increased- regional draw of the park.
- Significant impact on vibrancy of the CBD related to the Clear Creek Park.
- Impact of a .5% sale tax increase
 - Five respondent said they do not think it would have an impact on their business
 - Two respondents said it would not have an impact on their business
 - One respondent said it is extremely unlikely to have an impact
 - One respondent said they were not sure if it would have an impact

In summary, there appears to have been a net positive effect on existing businesses. It also drew new businesses into the CBD. These businesses owners generally did not think a .5% sales tax increase would negatively affect their business activity.



APPENDIX H

Appendix H

The following are interviews of Golden Colorado Business owners, operators, employees and others regarding the impacts that the CC Park has on their businesses and the Golden central business district.

Interview 1

Golden River Sports - Golden

This business is located a few blocks north of the CC Park on Washington Avenue, which is Golden's main street.

Interview with Bart Pinkham, Owner and Dennis Kostis, Associate

- The CC Park is critical to the success of Golden River Sports.
- We opened our business at this location based on the construction of the CC Park.
- We supply water sports equipment in the form of both rentals and sales.
- SUPs – (stand up paddleboards) and kayaks are the most expensive items we sell.
- The CC Park is very busy with water sports all summer and very busy every weekend, weather permitting.
- About 50% of our business is based on fishing supplies, specifically fly-fishing.
- The fishing season goes much longer than do the direct water sports.
- The park is a regional draw, with lots of people coming from Denver particularly.
- There are a few negatives to the CC Park, especially when it is very busy; such as littering and open alcohol products. However, the police department has been addressing those problems.
- Our inner tube business has increased by approximately 25% over the last two years.
- Our business has been growing every year. Originally, the water sport portion of the business was based on primarily kayaks. However, over the years other water sports have also become popular, including tubing, SUP, etc.
- The most expensive item we sell is Kayaks and they range in price from approximately \$1,100 to \$1,200.
- A .5% percent sales tax increase would not have any impact on our sales.
- We get a lot of requests from tourists to the area for recommendations of where to dine or hotels to stay at in Golden.

Interview 2

Angie's Photography – Arvada

Interview with Angie Wills, Owner

- We use the CC Park on a regular basis as a beautiful backdrop for many of my customers, including lots of wedding photography.
- Lots of photographers come here for the same reason.
- Depending on the type of photo shoot, we often grab something to eat in Golden.
- The CC Park is a beautiful place for all types of activities, including wading in the pools where the water is slow moving. The children love it at the CC Park.
- There are numerous public parks along the creek.
- The trail from the CC Park goes all the way over to I-70.
- There are tremendous views of the creek and the mountains from the recently added pedestrian bridge.
- The CC Park is busy even during the weekdays, but very busy on nice summer weekends.
- People love to bring their dogs to play in the water.

Interview 3

Golden Hotel – Golden

The Golden Hotel is located directly on and directly south of the CC Park. It is located on 11th Street, one building west of Washington Avenue.

Interview with Matt Tuffli, Audio Visual Specialist, Golden Hotel; with a few comments from on-duty Hotel Front Desk attendants

- The Golden Hotel was built just as CR Park began to get underway. It can be assumed that whoever developed the Hotel, knew something was going to happen, because now the Hotel is booked all summer long.
- Before the Hotel was constructed, the property was a gas station and then a car dealership.
- The Hotel has 61 rooms.
- There is a direct relationship between the tremendous success of the Hotel and the CC Park.
- The Hotel is typically completely booked from March to August.
- The Hotel is still fairly busy in the winter months.
- Typically rooms with a CC Park view are higher priced than other rooms.
- Weddings are big events at the Hotel because of it being located on the scenic CC Park. Sometimes wedding parties stay at the Hotel or other times, they just rent the large ball room.
- People often stay at the Hotel just to be close to all the water sport activities at the CC Park.

- Lots of photographers use the Hotel and the CC Park.
- Bridgewater Grill, located in the Hotel, is extremely busy during the summer months, mostly because of activities at the CC Park. Typical summer waiting list times are one hour to get a table.
- It would be extremely unlikely if a moderate increase in the sales tax on food or lodging taxes or fees would impact occupancy levels at both the Hotel and the Bridgewater Grill.

Interview 4

Interview with J. Fowler – Golden Police Department

Officer Fowler, a long time Golden Police Officer was in uniform walking her beat on Washington Avenue and agreed to provide some background information for this ED Plan analysis.

- There is a tremendous amount of activity at the CC Park year round, but especially in the summer, on the weekends and when it is a very hot weather.
- The CC Park is very much a regional draw.
- As the CC Park has continued to evolve, the City ultimately had to hire additional police help in the form of Park Rangers to have a presence at the CC Park because it gets so busy.
- The Park Rangers are not sworn officers, but they can issue administrative tickets as needed, such as smoking violations, possession of open alcohol containers, dogs off leash, failure to clean up after dogs, etc.
- The City has 2 full time Park Rangers and 4 seasonal Park Rangers. The seasonal Rangers work from May through October.
- The park portion of the CC Park is closed from dusk to dawn, but the major trails are open 24 hours per day.
- Prior to the implementation of the CC Park plan, the creek looked awful and was not at all an attraction. Apparently, there was contamination upstream near 6th Avenue. With the help of GOCO the CC Park plan was put into motion and it is a thriving attraction today.
- The CC Park started primarily as a kayak park, but has evolved into an area that provides a variety of active and passive recreational activities and events.
- The recent adoption and implantation of a Management Plan by the City has helped tremendously. Primarily to control access points to the CC Park.

Interview 5

Woody's Pizza – Golden

Woody's Pizza is located on Washington Avenue at one of the farthest locations for retail business activity on in the Golden's Washington Avenue central business district.

Interview with Haley Manus – Food Server, Woody's Pizza

Ms Manus has lived in Golden her entire life. She is also currently an engineering student at the Colorado School of Mines.

- There is a direct correlation between activity at the CC Park and the number of customers at Woody's Pizza. The busier it is at the CC Park, the busier it is at Woody's.
- People enjoy the CC Park for a variety of reasons. Lots of people just go there to passively watch the kayakers, etc.
- Activity at CC Parks does slow in the winter, especially with the creek is frozen over.
- In addition to the CC Park, other local events increase tourists and shoppers to Golden. Such events as Buffalo Bill days (a 3-day event), US Pro Challenge (2-day cycling event), Famer's Market (monthly in the summer), two different types of car shows, etc.
- During Buffalo Bill days, which are held at a City of Golden park, which is part of the CC Park system, beer is permitted to be consumed within the defined limits of the park.
- No customer at Woody's has ever asked her what the sales tax rate is in Golden.

Interview 6

Margarita Grill - Golden

This business is located one block south of the river park on Washington Avenue.

Interview with Michael Barela, Food Server, Margarita Grill

Mr. Barela was born in Golden and has lived there all his life.

- Before the CC Park was developed Golden did not have the vibrant downtown it has today after the CC Park was developed.
- A lot of customers at Margarita Grill are in Golden because of the activities at the CC Park.
- When the CC Park is busy with people, our business is busy. The summer weekends are especially busy.
- Even during the weekdays, we have lots of customers that have traveled to Golden to visit the CC Park and shop in Golden.
- No customer has ever asked what the sales tax rate is in Golden.

Interview 7

Starbucks - Golden

This business is located in the central portions of the Golden central business district on Washington Avenue.

Interview with Mike Barbour, Starbucks Customer (and an unnamed Starbucks Barista)

- Mr. Barbour noted that he resides in Arvada and that he brings his son to Golden to partake in activities at the CC Park.
 - It is very common to see people with Starbucks cups at the CC Park.
 - There are two Starbucks in the Golden central business district.

- The Starbucks employee noted that in the many customers she has served, she has only been asked once about the sales tax rate in Golden. And it had nothing to do with purchasing items at Starbucks or other locations in Golden, but it had to do with some unknown comparison.

Interview 8

Indulge Bistro and Wine Bar - Golden

This business is located in the central portions of the Golden central business district on Washington Avenue.

Interview with Daryl Hein, Bar Manager, Indulge

- The business does appreciate the added traffic caused by the activity at the CC Park, because they expect that people passing by on their way to the Park, see the restaurant and will make reservations.
- The CC Park does not offer as direct a positive relationship as the more casual dining locations in Golden, but the CC Park still creates positive activity.

Interview 9

Buffalo Rose Saloon - Golden

This business is located in the central portions of the Golden central business district on Washington Avenue.

Interview with Linette Arguello, Employee, Buffalo Rose

Ms. Cheaney has been around Golden for 14 years.

- Buffalo Rose is the oldest bar in Colorado as it opened in 1858.
- Before the CC Park improvements, the high school children and other kids would not go to the creek.
- Activity at the CC Park, positively impacts the business at the Buffalo Rose.
- Tourist activity has improved since the City recently installed the latest pedestrian bridge in the CC Park.
- No one has ever asked the sales tax rate for Golden, nor would a .5% increase negatively impact sales.

Interview 10

El Callejon Latin Food - Golden

This business is located in the central portions of the Golden central business district on Washington Avenue.

Interview Adriana Osorio, Owner

- We serve casual dining Latin style food.
- Increased activity from the CC Park definitely creates a positive impact on our business.

Interview 11

Table Mountain Inn and Cantina - Golden

This hotel is located in the southern portions of the Golden central business district on Washington Avenue.

Interview with Lily Chac, Desk Supervisor, Table Mountain Inn

- The Hotel was constructed in 1926.
- The hotel offers 74 rooms.
- The development and associated activity of the CC Park has definitely had a positive effect on the Hotel and Cantina.
- The Hotel is now generally completely booked from April through October.
- The Cantina especially benefits from the activity at the CC Park during summer weekends.
- The Hotel is host to many weddings.

Interview 12

Grappa Mediterranean Bistro - Golden

This hotel is located in the southern portions of the Golden central business district on Washington Avenue, right on the CC Park.

Interview with Kacy Connolly, Employee

- The outdoor patio of Grappa overlooks the river park.
- The view of the people playing in the creek is a definite attraction.
- Grappa business is definitely positively impacted by activity in the CC Park.

Interview 13

Big Ring Cycles - Golden

This business is located in the east - central portions of the Golden central business district west of Washington Avenue at the intersection of 11th Street and Ford Street.

Interview with Peter Darragh, Service Technician

- The business offers a wide range of bicycles for sale; from less expensive, to very expensive.
- This store focuses on high-end road bikes.
- Activity at the CC Park really does not appear to have any discernable impact on the stores operations.
- Customers tend to be loyal to “their” bike shop.
- We are not sure if a .5% additional sales tax would have any significant effect on bicycle sales. For example, if a person can afford a \$10,000 bicycle, then they probably won’t mind paying the extra \$50 to buy it from the bicycle shop that they prefer.
- Some do, but most shoppers don’t ask about sales tax rates.

Interview 14

Peak Cycles - Golden

This business is located in the central portions of the Golden central business district on Washington Avenue.

Interview with Adam Looney, Manager, Peak Cycles

- The business offers a wide range of bicycles for sale; from less expensive, to expensive.
- The CC Park does bring in a lot of foot traffic into the store; mostly to fill up their inner tubes. However, that activity can lead to additional sales.
- A .5% additional sales tax probably wouldn't have any significant effect on bicycle sales.
- Most shoppers don't ask about sales tax rates.

Interview 15

Golden Bike Shop - Golden

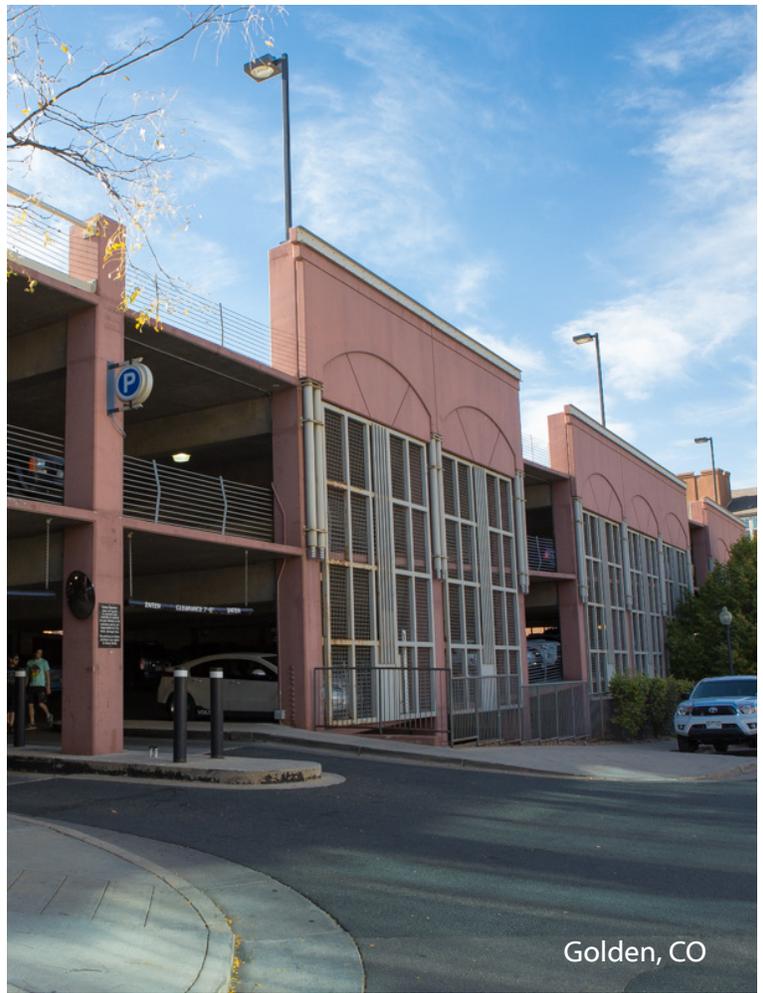
This business is located at the north end of the Golden central business district on Washington Avenue, just south of Highway 58.

Interview with Taylor Nye, Manager and Kevin Williams, Sales Associate, Golden Bike Shop

- The business offers a wide range of bicycles for sale; from less expensive, to expensive.
- There is a definite positive relationship between activity at the CC Park and our business.
- Patrons from the CC Park are a significant percentage of our bicycle rentals and a mild contribution to our bicycle sales.
- We do not believe a .5% sales tax increase would negatively impact our sales.
- When sales tax rates are brought up during a sale, we put the matter in terms of dollars and cents. We say if a \$1,000 bicycle would cost a few dollars more if our sales tax happens to be higher than the noted competitor. We don't talk about percentages, just actual dollars. That approach seems to negate the issue regarding sales tax rate comparisons.



Golden, CO



Golden, CO



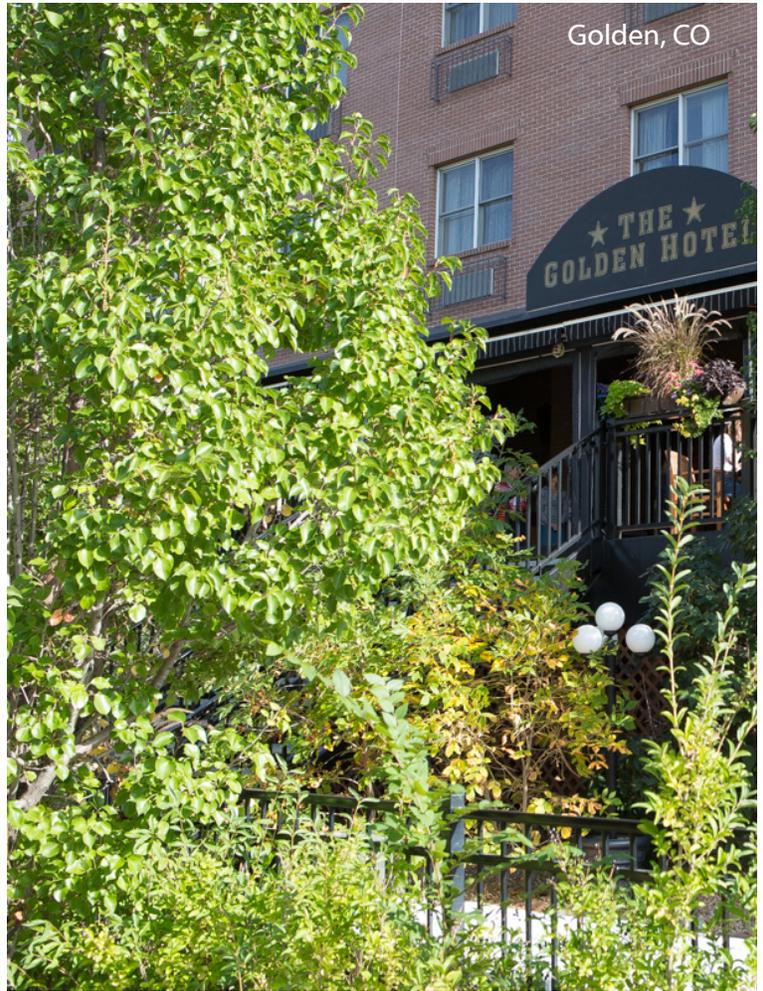
Golden, CO



Golden, CO



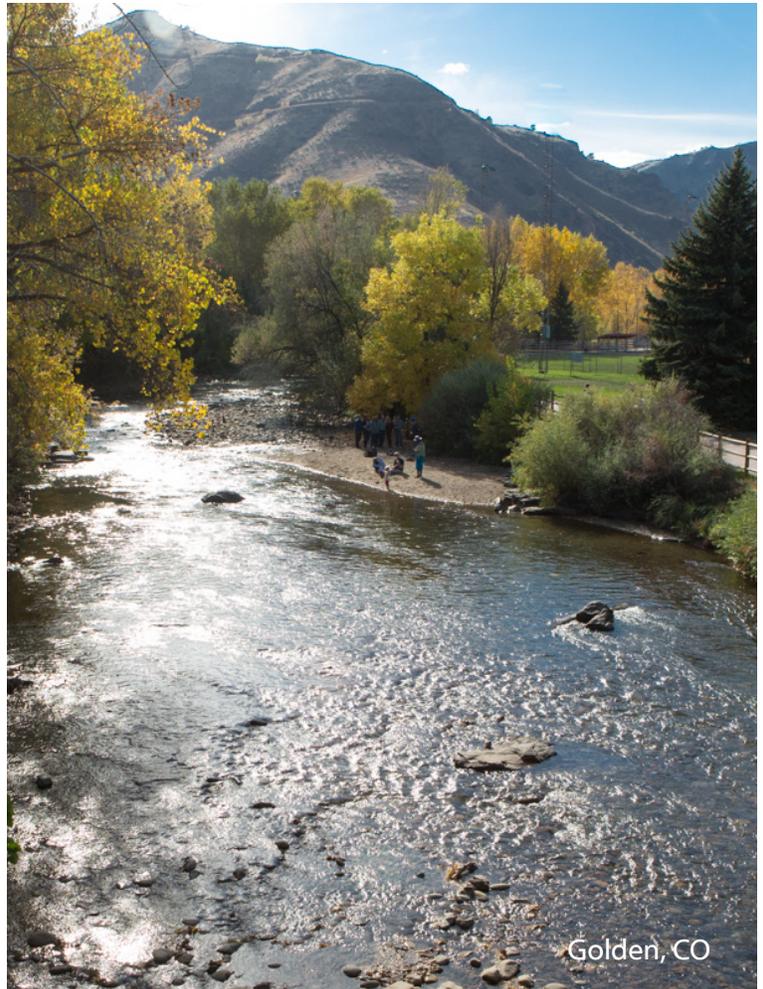
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Golden, CO



Golden, CO



Golden, CO

GOLDEN, CO

	Washington Ave.	Type of Restaurant	Outdoor Summer Seating
1	ABegjas	American	Yes
2	Ace High Tavern	American	Yes
3	Blue Canyon Grill	American	Yes
4	Bridgewater Grill	American	Yes
5	Buffalo Rose	American	Yes
6	Mesa Bar and Grill	American	Yes
7	Old Capital Grill	American	Yes
8	Table Mountain Grill	American	Yes
9	Indulge	Bistro	Yes
10	Higher Grounds Cafe	Cafe	Yes
11	Urban Cafe	Cafe	Yes
12	D Deli	Deli	Yes
13	Jimmy Johns	Deli	Yes
14	Snarfs	Deli	Yes
15	Dagotto's Panini Bistro	Italian	Yes
16	Woody's Pizza	Italian	Yes
17	Grappa	Mediterranean	Yes
18	El Callejon	Mexican	Yes
19	Margarita Grill Cantina	Mexican	Yes
20	Thai Gold	Thai	Yes
21	Golden Diner	American	
22	New Peach Garden	Chinese	
23	Maki Sushi and Grill	Japanese	



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

Memorandum

To: Board of Trustees
From: Tom Boni
Re: Selected Tax Increase Ballot Measures
Date: January 12, 2016

After reviewing CML's table of municipal election tax ballots I have selected measures related to parks and recreation or related initiatives and limited the review to those that occurred between 2000 and 2015. I have listed these in alphabetical order.

1. Akron	.5% sales tax and 4.4 mill for rec and swimming pool	Pass (2000)
2. Aurora	tax increase of 1,748,000 for cultural facility	Fail(2002)
3. Basalt	earmark 10% of 1% sales tax for parks, trails and os	Pass(2013)
4. Carbondale	Increase taxes by \$630,000 annually for parks & rec	Pass(2015)
5. Cedaredge	Increase sales and use tax from 1.5 to 2% for traffic And pedestrian improvements	Fail(2005)
6. Colorado Sprgs.	Sales tax increase .1% for parks and rec	Fail(2001)
7. Colo Sprgs	earmark 15% for trails, parks and rec	Fail(2009)
8. Colo. Sprgs	.01% sales and use tax for trails, parks and rec	Pass(2010)
9. Crested Butte	.5% sales and use tax for parks and rec	Fail(2014)
10. Crested Butte	.5% sales and use tax for parks and rec	Pass(2015)
11. Delta	.75% sales tax authorized for parks, trails and os	Pass(2014)
12. Durango	.5% sales and use tax for rec facilities, parks and trails	Pass(2015)
13. Eaton	3% use tax earmarked for parks, trails and open space	Pass(2002)
14. Evans	3% sales tax on food for parks, rec and transportation	Fail(2002)
15. Estes Park	1% increase in sales tax for streets, trails, rec center And emergency response capital expenses	Pass(2014)
16. Firestone	Increase in sales tax by 1% for streets and parks	Pass(2013)
17. Florence	Increase sales and use tax from 2 – 2.5% for special Recreation district	Pass(2005)
18. Fort Collins	Increase sales and use tax by .29% for performing arts Center, new library and museum facilities	Fail(2001)
19. Fort Lupton	Increase property tax by 4.68 mills for rec program	Pass(2002)
20. Gilcrest	increase 3 mills for rec dept.	Fail(2004)
21. Glendale	Increase tax for parks and open space	Pass(2004)
22. Greeley	Sales and Use Tax increase for quality of life projects	Pass(2002)
23. Keenesburg	Increase 1 mill for parks	Fail(2004)
24. Lakewood	Increase sales and use tax from 2 to 3% for public safety	

	streets, parks and recreation, and city services	Pass(2005)
25. Louisville	Tax increase of \$1,975,000 for rec facilities	Fail(2002)
26. Montrose	Increase taxes by \$890,000 by sales/and use tax 3 to 3.2%	Fail(2012)
27. Montrose	.3% sales tax for rec district	Pass(2014)
28. New castle	Increase sales tax from 3 to 3.5% for rec, parks and trails	Pass(2000)
29. Pagosa Spgs	1% sales tax increase for rec center	Fail(2014)
30. Ridgeway	Increase sales tax 3 to 3.6% for park purposes	Pass(2005)
31. Rifle	1 cent sales tax for parks and rec	Pass(2005)
32. Wellington	Extension of tax to be used for parks, trails and os	Pass(2011)



The Town of Eagle

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Meetings:
2nd and 4th Tuesdays

To: Mayor and Town Board
From: Jenny Rakow, CMC Town Clerk
Date: January 12, 2016 Town Board Meeting
Re: Election Update

ELECTION UPDATE

The Town Board has budgeted for a Mail Ballot Election. The timelines below are pursuant to Statute for a mail ballot. I have conferred with Eagle County Election Department regarding assistance I may need regarding the election process. They have already provided me with a list of election judges and have offered to assist me with training them.

The easiest way to break down the election going forward is: January is Nomination Petitions; February is finalizing the Ballot Question; March is mailing of Ballots; April 5th is Election Day.

It is important for the Board to know that the newly elected Board Members cannot begin serving until April 26th, unless a special meeting is requested. Because of changes to the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), the deadline for receiving ballots from that special electorate is April 13th (8 days after the election).

Some key dates for the election are as follows:

January 5, 2016 <i>Tuesday</i>	FIRST DAY Nomination Petitions can be circulated CRS. 31-10-909(a)
January 25, 2016 <i>Monday</i>	<input type="checkbox"/> LAST DAY that nomination petitions may be circulated and signed prior to the regular election. CRS. 31-10-909 (a) <input type="checkbox"/> LAST DAY for nomination petitions to be filed with the municipal clerk. CRS. 31-10-909 (a)
February 1, 2016 <i>Monday</i>	<input type="checkbox"/> WRITE IN CANDIDATE: If the governing body has so approved by ordinance, no write-in vote for any municipal office shall be counted unless an <u>affidavit of intent</u> has been filed with the clerk prior to 64 days before the day of the election by the person whose name is to be written in indicating that such person desires the office and is qualified to assume the duties of that office if elected. CRS 31-10-912

February 2, 2016 <i>Tuesday</i>	<input type="checkbox"/> **LAST DAY to withdraw nomination petition. See requirements in Elections Book or CRS 31-10-909 (b)
February 9, 2016 <i>Tuesday</i>	<input type="checkbox"/> TBOT LOT DRAWING for names on ballot; candidates MUST be present at BOT to sign their letter of acceptance/withdraw for candidacy
February 19, 2016 <i>Friday</i>	<input type="checkbox"/> LAST DAY to file written comments concerning TABOR issues to be included in the issue mailing.
February 22, 2016 <i>Monday</i>	<input type="checkbox"/> LAST DAY for petition representatives for TABOR initiated measures, to submit a summary of comments in FAVOR of the measure to the DEO. (Title 1-7-903(3)) <input type="checkbox"/> ORDER Ballots 5:00 pm (last day to mail ballots is March 17th)
March 7, 2016 <i>Monday</i>	<input type="checkbox"/> LAST DAY to mail TABOR Ballot Issue Notice to all "Registered households" (CO. Constitution Art. 10, 20(3)(b) CRS 1-7-901
March 14, 2016 <i>Monday</i> *No sooner than 22 Days and no later Than 15 Days	<input type="checkbox"/> *FIRST DAY DEO can mail out ballots CRS 31-10-910(2)(a) <input type="checkbox"/> FIRST DAY ballots can be made available at the DEO Office CRS 31-10-910(2)(d) <input type="checkbox"/> Secure Judges
March 17, 2016 <i>Thursday</i>	<input type="checkbox"/> LAST DAY Ballots can be mailed
March 21, 2016 <i>Monday</i>	<input type="checkbox"/> LAST DAY for the TBOT to appoint election judges or to delegate to the Clerk the authority and responsibility to appoint election judges. (MINIMUM OF THREE JUDGES ARE NEEDED FOR ELECTION) CRS 31-10-401 <input type="checkbox"/> FIRST DAY Mail Ballots may be counted. CRS 31-10-911 <input type="checkbox"/> LAST DAY mail ballots may be mailed to registered elector CRS 31-10-910(2)(a)
April 5, 2016 <i>Tuesday</i>	ELECTION DAY
April 13, 2016	<input type="checkbox"/> LAST DAY ballots of overseas and military voters may be received in order to be counted. (UOCAVA)
April 15, 2016 <i>Tuesday</i>	<input type="checkbox"/> LAST DAY for municipal clerk to open the returns and make all abstracts of votes for each office in the presence of the Mayor or other assistant. CRS 31-10-1201 <input type="checkbox"/> LAST DAY an interested party may request a recount, at their expense. CRS 31-10-1207 <input type="checkbox"/> CANVASS must be completed and election results certified; copy of the Official Abstract of Votes Cast must be sent to SOS; newspaper; website. CRS. 31-10-1201 ** Results are official only after canvass <input type="checkbox"/> Clerk shall notify the SOS of election results CRS 31-10-1205(2)
April 26, 2016 <i>Tuesday</i>	FIRST REGULAR MEETING FOR NEW BOARD MEMBERS TO BE SWORN IN



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

To: Mayor and Town Board
From: Jenny Rakow, CMC Town Clerk
Date: January 12, 2016 Town Board Meeting
Re: Town Manager Update

The Town Board has budgeted for the Town Manager search and we have a contract with Moffat Consulting. Staff and consultant prepared the job description and some promotional advertisements that have been posted and distributed in search of candidates for this position.

Attached is Chris's signed contract, which outlines her assistance on the process going forward.

It is the desire to have a hiring committee established for this process. Currently the thought is to have the consultant and two board members and two staff members. In discussing who this should be, there are several staff members that have shown an interest in participating. We have discussed various ways to include more people in this process. Some solutions are to have additional staff review the initial applications (that way, more people know who has applied) and possibly allow for different staff members to be part of a second or third interview. I believe this can be worked out.

I would ask that the Board, if they agree, allow the consultant to determine who can best serve and how many should serve on this committee.

I am happy to answer any questions.

Chris Moffet
Moffet Consulting
(970) 471-4474
chris@moffetconsulting.com

The Town of Eagle is hiring a Town Manager. The Trustees have asked for guidance on appropriate steps for conducting the search and hiring the new manager. My recommended steps, process, participants and estimated project cost are outlined below. Please consider this proposal as a place to begin discussion of the process and costs.

Recruitment and Selection Process

1. Timeline for Process
 - a. Postings and notifications will go out the week of January 4.
 - b. Applications are due by January 22nd.
 - c. Interviews begin the week of January 26th.
 - d. Final candidates identified by February 20 or earlier
 - e. References and background checks conducted the week of February 23 or earlier.
 - f. Offer made to top candidate by March 6

2. Identify Appropriate Markets and Possible Recruiting Resources. Place Ads and Take Other Recruiting Steps to Solicit Applications
 - a. Jenny and I have created a Position Description for posting in the appropriate places for recruitment.
 - b. Jenny has identified a list of recruiting markets and sites. She has solicited feedback from others as well. I am reaching out to my resources and we will finalize the list during the week of January 4.
 - c. Jenny will post ads. Amy will reach out to her contacts. My team will reach out to our resources also.

3. Interview Steps
 - a. Jenny and I will screen resumes
 - b. My team will make first screening phone calls
 - c. Selection Committee will conduct interviews
 - i. Committee includes: Anne, Doug, (another Trustee? We want one Trustee who is not up for election in April and one more – Anne - but could use three), Jenny, another staff member (Do we want Jared Parker or a department manager or both?), my team – depending upon availability and number of interviews.
 - ii. Interviewers can be split into two groups so the interviews are less intimidating – we can split between Trustees and Staff or a mixed split of one Trustee and one staff member. You may want a consultant in each of the groups, if you split into two groups.

4. Identify Most Important Criteria for A Successful Town Manager
 - a. I will contact each Trustee to obtain feedback regarding the desired requirements and criteria, including necessary knowledge and experience plus values, important Town of Eagle cultural characteristics, and management and leadership skills.
 - b. I will review established job responsibilities, per statute, to determine requirements, especially any technical, municipal, government or other desired experience or knowledge.
 - c. I will also review the previous Town Manager performance concerns to ensure the most important issues are addressed.
 - d. List of criteria will be reviewed and approved by the Trustees

5. Create Job Interview Questions to Assess and Identify Desired Criteria
 - a. I will develop a set of specific interview questions to be used by the selection committee during the interviews. The questions will be based on the criteria identified by Trustees and staff.
 - b. I will create a raters' form to have interviewers document their thoughts regarding the qualifications of the candidates

6. Create Job Model for Pre-Hire Assessment Tool
 - a. I will have 5-8 members of staff and Trustees take the assessment to assist in determining the personality traits desired for the position.
 - b. With the defined criteria for success as identified in Step 5 and the input from the staff and Trustees from the actual assessment tool (Step 6a), I will create a job model for the pre-hire assessment tool.
 - c. This pre-hire assessment will be given to the top candidates to determine fit with the Town of Eagle organization. The candidates' profiles will be compared with the job model.

7. Implement Pre-Hire Assessment Tool
 - a. Following interviewing process, I will send the top candidates the pre-hire screening assessment.
 - b. Once candidates' reports are obtained, I will review with the selection committee members.

8. Prior to Making an Offer of Employment:
 - a. We will conduct a minimum of three reference calls – either Jenny, or one of my team members.
 - b. We will conduct a full background check. Do we include a drug test?
 - c. Compensation must be determined. I can assist with this, using market data and prior experience of candidate.

9. Trustees Make an Offer of Employment to the Top Candidate

10. New Town Manager Begins Work by March 16

This process will be completed for \$5000, to be paid to Moffet Consulting upon completion. Project fees may decrease or increase depending upon number of interviews that we participate in. Chris and TBOT will discuss additional fees and TBOT will approve prior to initiation of the additional work. If there are fewer than 10 interviews, we may decrease the cost of the project. This project rate does not include expenses, e.g. Pre-hire Screening tool at \$35 per assessment, parking fees, mileage, meals, or other expenses incurred as a part of the project.

Let's discuss this proposal and associated fees. I look forward to hearing from you with questions or concerns.

Chris Moffet

We agree to the above process, scope of work and fees as described above.

Chris Moffet
Chris Moffet, Principal
Moffet Consulting

January 06, 2016
Date

Yuri Kostick
Yuri Kostic
Town of Eagle Mayor

1/5/2016
Date

VISITOR NUMBERS

2012			2013			2014			2015		
Month	# of guests		Month	# of guests		Month	# of guests		Month	# of guests	
Jan	1363		Jan	1104		Jan	597		Jan	846	
Feb	979		Feb	1023		Feb	753		Feb	1095	
Mar	1814		Mar	2043		Mar	1508		Mar	2147	
Apr	1956		Apr	2278		Apr	1808		Apr	2389	
May	4743		May	3757		May	2932		May	4552	
Jun	6607		Jun	5600		Jun	4647		Jun	6235	
	17462			15805		6 month total	12,245			17,264	
July	7608		July	6011		July	5200		July	7127	
Aug	6034		Aug	5190		Aug	4220		Aug	5971	
Sept	4579		Sept	4468		Sept	3588		Sept	4561	
Oct	2668		Oct	2886		Oct	1981		Oct	3406	
Nov	1261		Nov	1457		Nov	983		Nov	1423	
Dec	1026		Dec	1175		Dec	866		Dec	1139	
	23176			21187		6 month total	16,838			23,627	
Year	40638		Year	36,992		Year	29,083		Year	40,891	

EAGLE INFORMATION CENTER

REVENUE COMPARISON

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2010	closed	closed	closed	2536	8151	13187	14665	14123	13851	9156	4424	5702	85794
2011	3036	3093	5447	6711	14511	20992	21259	21257	14106	11806	5975	8475	136668
2012	3735	4675	6831	9180	14113	22980	21960	21659	20198	12606	7468	6976	152381
2013	3938	3565	7478	9407	17338	23131	24266	19395	19522	11294	6614	7314	153262
2014	2960	3280	4056	9381	17279	21467	21436	20178	19735	12838	6829	10883	150322
2015	5461	5454	11327	12977	24261	30321	37186	31533	25678	20771	9685	13128	227782



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CYCLING LEAGUE

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BOULDER, COLORADO 80304

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& consistent support*

*is integral to our
Success. Wishing*

*you a magical
Holiday season.*

Yuri



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Yuri Kostick
P.O. Box 609
Eagle, CO
81631
21-13-13

