VAIL TOWN COUNCIL MEETING

Evening Session Agenda

Town Council Chambers

6:00 PM, December 6, 2022

Notes:
Times of items are approximate, subject to change, and cannot be relied upon to determine what time Council will consider an item.

Public comment will be taken on each agenda item.

Citizen participation offers an opportunity for citizens to express opinions or ask questions regarding town services, policies or other matters of community concern, and any items that are not on the agenda. Please attempt to keep comments to three minutes; time limits established are to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak.

1. **Citizen Participation (10 min.)**

2. **Any action as a result of executive session**

3. **Proclamations**

   3.1 **Proclamation No. 10, Series of 2022 "WhoVail Day"** 10 min.
   Approve Proclamation No. 10, Series of 2022.

   Presenter(s): Meredith Macfarlane, General Manager Four Seasons Resort and Residences Vail; Jonathan Reap, Director of Sales and Marketing Four Seasons Resort and Residences Vail; and the Grinch

   Background: This holiday season will celebrate the 8th anniversary of the tradition to the twist of the story, “How the Grinch Stole Christmas".

   Proclamation No. 10 - Series of 2022 WhoVailDay.pdf

4. **Consent Agenda (10 min.)**

   4.1 **Resolution No. 55, Series of 2022, A Resolution Approving the Operating Plan and Budget of the Vail Local Marketing District, for its Fiscal Year January 1, 2023 through December 31, 2023**
   Approve, approve with amendments or deny Resolution No. 55, Series of 2022

   Background: Please see attached memo.

   2023_VLMD_BudgetTOV.pdf

   4.2 **Resolution No. 56, Series of 2022, IGA with Avon and Eagle Sheriff's Department for SWAT Bot**
   Approve, approve with amendments or deny Resolution No. 56, Series of 2022.

Background: The Town wishes to enter into an agreement with Avon and the Eagle County Sheriff's Office regarding the purchase and shared use of a robot with critical public safety-related capabilities.

Resolution No. 56 Series of 2022 Robot IGA.pdf
Police Robot IGA-A111022.pdf

4.3 **Resolution No. 58, Series of 2022, A Resolution Approving the Purchase of the Residential Property Known as Vail East Lodging Condominium, Unit 22, 4073 Spruce Way, Vail, CO 81657**

Approve Resolution No. 58, Series of 2022 authorizing the Town Manager to enter into an agreement, in a form approved by the Town Attorney, the purchase of Vail East Lodging Condominium, Unit 22, 4073 Spruce Way, Vail, CO 81657 in the amount of, and not to exceed, $480,000, plus closing costs.

Background: The availability of housing for its employees remains an ongoing need for the Town of Vail municipal government. As the fourth largest employer in Vail, the Town of Vail too is challenged by the need for housing for its workforce. As the FTE count for the Town grows so does it's need to support housing for the employees. Over the years the Town has taken a wide range of approaches to addressing its employee housing needs, including "buying down" homes for purchase by Town of Vail employees. Availability of adequate housing remains a primary barrier to acceptance of employment offers for the Town of Vail.

Resolution No. 58 Series of 2022 Vail East Lodging Unit #22 08162022.pdf
4073 Spruce Way # 22 CONTRACT TO BUY AND SELL REAL ESTATE - EXECUTED Contract.pdf

4.4 **Resolution No. 59, Series of 2022, A Resolution Approving an Intergovernmental Agreement between the Town of Vail and State of Colorado Department of Public Health and Environment ("CDPHE") Regarding Grant Funds for Stormwater Improvements**

Approve, approve with amendments or deny Resolution No. 59, Series of 2022.

Background: The Town wishes to enter into an agreement with the CDPHE to receive grant funds in the amount or $272,109 for certain stormwater improvements including the installation of inlet filtration devices in stormwater inlets to capture sediment and trash in areas of Vail Village and Lionshead Village.

Resolution No. 59 Series of 2022 CDPHE GRANT_.pdf
Intergovernmental Contract Template_Cover Page Main Body (1).pdf

4.5 **Contract Award to Frog Creek Partners for the Purchase and Installation of Stormwater Treatment Devices in Vail and Lionshead Villages**

Approve, approve with changes, or deny request to enter into contract.

Background: Colorado Department of Health and Environment (CDPHE) has awarded Town of Vail $272,109 in grant funds for the installation of between 270 and 280 Frog Creek Gutter Bin stormwater treatment devices in Vail Village and Lionshead Village. Town of Vail plans to roll $220,000 in Water Quality Infrastructure funds from the 2022 budget in March of 2023 to meet the match for the grant award.

Staff Recommendation: Direct the Town Manager to enter into the Professional Services Agreement with Frog Creek Partners for the purchase and installation of stormwater treatment devices.

ProfessionalServices Agreement Frog Creek Partners December 2022.pdf

4.6 **Contract award to the Vail Valley Foundation for the production of the April concert**

Authorize the Town Manager to enter into an agreement, on a form approved by the town attorney, with the Vail Valley Foundation to produce the April Concert Series, in an amount not to exceed $250,000.

Background: Please see attached memo.

Council Memo - April Concert Proposal Review and Recommendation.pdf

4.7 **Contract award to Golden Peak Productions for the Vail Après Monthly Concert Series**

Authorize the Town Manager to enter into an agreement, on a form approved by the town attorney, with Golden Peak Productions to produce the Vail Après Monthly Concert Series, in an amount not to exceed $150,000.

Background: Please see attached memo.

Council Memo - Monthly Village Concert Proposal Review and Recommendation.pdf

4.8 **Contract Award to Gillig for Replacement Transit Buses**

Authorize the Town Manager to enter into an agreement, on a form approved by the town attorney to purchase two Gillig Lowfloor 42’ battery electric buses this year to take delivery in an amount not to exceed $2,020,762.00.

Background: The Town of Vail owns and operates 33 transit buses. The buses are on a 12-year replacement plan, which is consistent with FTA requirements that a transit bus be designed and operate for a minimum of 12 years. The manufacturer is stating that current order build dates are out to 2024 due to supply chain issues that are affecting everyone. The bus replacement plan has two buses to be replaced in 2024 that will be battery electric.

Town Council Bus Replacment Memorandum 051722.pdf

5. Town Manager Report (10 min.)

5.1 **Council Matters and Status Report**

221206 Matters.pdf

6. Presentations/Discussion

6.1 **Vail Mountain Update (10 min.)**
Presenter: Beth Howard, Chief Operating Officer, Vail Mountain

6.2 **Timber Ridge Update** 30 min.
Listen to presentation and provide feedback.

Presenter(s): George Ruther, Housing Director

Background: This worksession is intended to be one of many meetings with the Vail Town Council, the Vail Local Housing Authority, and the Vail community as the Housing Department and Triumph Development West begin breaking down what will be a long list of topics for discussion and decision-making with regard to the redevelopment of Timber Ridge.

Timber Ridge Development memorandum 12062022.pdf
TOV town council TR 2 presentation 12-6-22.pdf

7. Action Items

7.1 **Resolution No. 57, Series of 2022, A Resolution Concerning Appointments to the Eagle Valley Transportation Authority Board** 15 min.
Appoint _____ as the Town of Vail Regional Transit Authority representative.
Appoint _____ as the Town of Vail Regional Transit Authority alternate representative.

Presenter(s): Greg Hall, Public Works and Transportation Director

Background: Pursuant to Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended, the Eagle Valley Transportation Authority was formed on November 9, 2022 by an Intergovernmental Agreement including the Town of Vail and pursuant to Article 3 of the Intergovernmental Agreement, each Member of the Authority shall appoint a Director and an alternate Director to the Board of Directors.

221206 RTA Board.pdf
Res. 57 RTA Board Designation.pdf
IGA Eagle Valley Transportation Authority (Execution Version- Combined with Exhibits.pdf

7.2 **Ordinance No. 23, Series of 2022, First Reading, An Ordinance Repealing and Reenacting Chapter 13 of Title 5 of the Vail Town Code, Regarding Carryout Bag Requirements and Fees** 20 min.
Approve, approve with amendments or deny Ordinance No. 23, Series of 2022 upon first reading.

Presenter(s): Beth Markham, Environmental Sustainability Manager

Background: On July 6, 2021, Governor Jared Polis signed HB21-1162, the Plastic Pollution Reduction Act (PPRA) into law. Following business and community outreach and Town Council input staff developed and refined recommendations for changes to Town of Vail Code Title 5, Chapter 13 regarding

disposable plastic bags to come into compliance with the PPRA. Ordinance No. 23, Series of 2022 incorporates the code updates. In preparation for the first reading of the ordinance, this memorandum and presentation provide an overview of revisions to recommendations since the last council update.

PPRA Ordinance No. 23, Series of 2022- Presentation- 120622.pdf
PPRA_Ordinance_No._23_Series_of_2022_Memo-_120622.pdf
Ordinance_No._23__Series_2022_-_O113022.pdf

7.3 **Ordinance No. 24, Series of 2022, First Reading, An Ordinance Making Budget Adjustments to the Town of Vail General Fund, Capital Projects Fund, Real Estate Transfer Tax Fund, Housing Fund, Residences at Main Vail Fund, Heavy Equipment Fund of the 2022 Budget for the Town of Vail, Colorado; and Authorizing the said Adjustments as Set Forth Herein; and Setting Forth Details in Regard Thereto** — 20 min.

Approve, approve with amendments or deny Ordinance No. 24, Series of 2022 upon first reading.

Presenter(s): Carlie Smith, Finance Director

Background: Please see attached memo.

221206 2022 4th Supp.pdf

8. Public Hearings

8.1 **Ordinance No. 20, Series of 2022, Second Reading, An Ordinance Amending Sections 7-12-2, 7-15-6, and 7-12-7 of the Vail Town Code Regarding Pedestrian Mall Areas in the Town** — 5 min.

Approve, approve with amendments or deny Ordinance No. 20, Series of 2022 upon second reading.

Presenter(s): Commander Ryan Kenney, Vail Police Department

Background: On August 16, 2022, the Town Council passed revisions to Title 7 of the Vail Town Code related to pedestrian and vehicular circulation in pedestrian malls in the Town. That ordinance established a detailed fee calculation for the assessment of loading dock fees. To promote efficiency and consistency, the Town wishes to remove the detailed fee calculation from the Vail Town Code and instead place such information in the Town's fee schedule, modify the definitions and correct an erroneous reference to the Colorado Municipal Court Rules of Procedure and correct the language allowing High Volume Commercial Carriers into the village. This exemption will only apply to smaller box trucks and not freight vehicles. Freight will be diverted into the loading docks.

Loading_Dock_Amendment-O103122.pdf

8.2 **Ordinance No. 21, Series of 2022, Second Reading, An Ordinance Providing for the Levy Assessment and Collection of Town Ad Valorem Property Taxes Due for the 2022 Tax Year and Payable in the 2023 Fiscal Year.** — 5 min.

Approve, approve with amendments or deny Ordinance No. 21, Series of 2022 upon second reading.

Presenter(s): Carlie Smith, Finance Director

Background: Please see attached memo.

120622_2023_Mill_Levy_2nd.pdf

8.3 **Ordinance No. 22, Series of 2022, Second Reading, Annual Appropriation Ordinance: Adopting a Budget and Financial Plan and Making Appropriations to Pay the Costs, Expenses, and Liabilities of the Town of Vail, Colorado for Its Fiscal Year January 1, 2023 through December 31, 2023.** 15 min.

Approve, approve with amendments or deny Ordinance No. 22, Series of 2022 upon second reading.

Presenter(s): Carlie Smith, Finance Director

Background: Please see attached memo.

2023 Budget 2nd ReadingPP.pdf
2023 TM Budget 2nd Reading.pdf

9. Adjournment (8:40pm estimate)

Meeting agendas and materials can be accessed prior to meeting day on the Town of Vail website www.vailgov.com. All town council meetings will be streamed live by High Five Access Media and available for public viewing as the meeting is happening. The meeting videos are also posted to High Five Access Media website the week following meeting day, www.highfivemedia.org.

Please call 970-479-2136 for additional information. Sign language interpretation is available upon request with 48 hour notification dial 711.

AGENDA ITEM NO. 3.1

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
TIME:	10 min.
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Proclamation
AGENDA SECTION:	**Proclamations**
SUBJECT:	**Proclamation No. 10, Series of 2022 "WhoVail Day"**
SUGGESTED ACTION:	Approve Proclamation No. 10, Series of 2022.
PRESENTER(S):	Meredith Macfarlane, General Manager Four Seasons Resort and Residences Vail; Jonathan Reap, Director of Sales and Marketing Four Seasons Resort and Residences Vail; and the Grinch

ATTACHMENTS:
Proclamation No. 10 - Series of 2022 WhoVailDay.pdf

TOWN OF VAIL

Proclamation No. 10, Series of 2022

A Proclamation Declaring December 9, 2022, as "WhoVail Day"!

WHEREAS, this holiday season, we will celebrate the 8th anniversary of our tradition to the twist of the story, "How the Grinch Stole Christmas," in that this season is not Whoville, it's WhoVail!

WHEREAS, Four Seasons Resort and Residences Vail will unveil a Dr. Seuss' Whoville-inspired gingerbread house façade, as part of its holiday offerings for children and their families. The giant gingerbread house façade combined efforts from their staff and children from the community;

WHEREAS, the gingerbread house façade was created and built by the talented carpenters and the Engineering team of Four Seasons Vail;

WHEREAS, the gingerbread house façade will be made by the Resort's Pastry chef, Braeden Gilbert, and decorated by the pastry team of Four Seasons Resort and Residences Vail with a guest appearance from The Grinch;

WHEREAS, Vail Christian High School Choir will perform holiday carols for all to enjoy as part of the celebration;

WHEREAS, the giant gingerbread house façade will be unveiled on Friday, December 9th, 2022 at 4pm, at the Four Seasons Resort and Residences Vail located at One Vail Road, symbolizing the beginning of the holiday season and providing an opportunity for all the community to come and enjoy;

NOW, THEREFORE, BE IT PROCLAIMED by Mayor Kim Langmaid and the Town Council of the Town of Vail, Colorado, that Friday, December 9, will be recognized as "WHOVAIL Day" to be celebrated by all who in live and visit our community, Vail, Colorado.

Dated this 6th day of December 2022.

Vail Town Council

Attest:

CELEBRATING 50 YEARS TOWN OF VAIL INCORPORATED 1966 OF COMMUNITY

Kim Langmaid, Mayor

Stephanie Bibbens, Town Clerk

AGENDA ITEM NO. 4.1

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Carlie Smith, Finance
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (10 min.)**
SUBJECT:	**Resolution No. 55, Series of 2022, A Resolution Approving the Operating Plan and Budget of the Vail Local Marketing District, for its Fiscal Year January 1, 2023 through December 31, 2023**
SUGGESTED ACTION:	Approve, approve with amendments or deny Resolution No. 55, Series of 2022

ATTACHMENTS:
2023_VLMD_BudgetTOV.pdf

TOWN OF VAIL

Memorandum

To: Town Council

From: Vail Local Marketing District

Date: December 6, 2022

Subject: Vail Local Marketing District 2023 Operating Plan and Budget

I. BACKGROUND

The Vail Local Marketing District approved the 2023 Operating Plan and Budget at the September 20th, 2022 meeting. Since then there have been no changes to the budget or current operating plan.

The Vail Local Marketing District is responsible for marketing and promoting Vail to attract overnight destination guests primarily during the non-ski season timeframe, creating economic vitality by attracting guests who stay longer and spend more, thereby increasing sales tax and lodging tax revenues. Performance against these goals is measured through data, including occupancy, average daily rate, and lodging and sales tax revenues, especially during lower demand time periods. The VLMD has recently added a sustainability practices education campaign to protect and enhance Vail's natural assets by educating guests regarding best practices for protecting the environment and embracing community values.

II. PARTNER TRANSITION

In fall of 2022, the VLMDAC published four Requests for Proposal for contract-specific scopes of work for agencies to support VLMD marketing. After carefully vetting the various proposals, the board chose to take a new direction in partnering with several vendors on the work of the VLMD. The following agencies were chosen to be the best fit for VLMD for 2023:

Website Maintenance: Group 970, Minturn, Colorado
Media: Miles Partnership, Denver, Colorado
Content: Miles Partnership, Denver, Colorado

The board chose our current creative agency Cactus to continue in 2023, However, Cactus declined the offer to return to the VLMD on this limited basis, ending a six year relationship. As a result, the VLMDAC will publish an RFP for creative agency in January 2023.

Due to the additional scope and fee requirements of this partner transition, the VLMDAC intends to return to the VLMD in January to request a supplemental to facilitate a smooth transition from existing partners to new partners. The additional scope required for transition in the remainder of 2022 will be paid out of VLMD contingency.

Repeated from the Operating Plan meeting on September 20th

III. BUDGET DETAIL

Beginning in March of 2021 lodging tax collections began to surpass expectations with record-setting month-over-month revenue collected. 2021 summer season collections (May-Oct) were up 59% compared to 2019 and November and December collections were up a combined 31%. Vail, like other mountain resort destinations, experienced increased visitation due to several factors including pent up demand for travel, however average daily rate (ADR) increases ranging between 23% and 48% month over month compared to 2019 helped drive record collections. This trend continued into winter of 2022 with January through April collections totaling $2.9M, up 49% compared to 2019. Summer 2022 (May through July) collections have begun to slow and are pacing 4.6% down compared to 2021, but are still up 52% compared to 2019. Conservatively, 2022 total lodging tax collections are forecasted at $5.4M based on year-to-date collections of $4.2M and the remainder of the year projected down 5% in October and November and December down 15%. Looking to 2023, there is uncertainty in the sustainability of higher ADRs and within the overall economy. **Budgeted revenue from lodging tax collections is proposed at $4,500,000 for 2023.** This is a 5% increase from the 2021 actual collections and a 16% decrease from the 2022 Amended Budget.
Compared to the last year that was unaffected by the pandemic (2019), the 2023 budget is a 21% increase. Staff will continue to review and adjust revenue forecasts throughout the budget process.

Proposed budgeted expenditures are $6,100,000 for 2023 .This includes a one-time $1.4M transfer from the fund balance to the town's General Fund to support event funding ($1.2M) and initiatives related to the Destination Stewardship Management Plan ($200K). The remaining $4.7M will go toward annual marketing operations, programs, and initiatives. The $4.7M is a 1% decrease from the 2022 amended budget and a 29% increase from 2021 actual expenditures.

Due to better-than-expected lodging tax collections combined with conservative spending the District's fund balance increased by a combined $1.4M during 2020 and 2021. As included above, the VLMDAC has proposed to transfer this to the town's General Fund to support signature special events and Steward Vail, Vail's destination stewardship plan. **The 2023 ending fund balance is projected to be $1,576,898 which is 35% of revenues and above Council's directive of 25% of annual revenues.**

IV. 2023 OPERATING PLAN & BUDGET

As the Vail Local Marketing District Advisory Council (VLMDAC) looks to the future, and in service of the VLMD's overarching business goal, the VLMD's 2023 strategic approach is guided by the same marketing priorities identified for 2022:

- **Optimize Visitation:** Target guests that stay longer, spend more and embrace Vail's community values, in addition to targeting specific lower-demand times of the year with an emphasis on mid-week and shoulder seasons.

- **Grow Database and Build the Relationships:** Expand and improve the quality of the VLMD database, use data to understand the guest, enhance guest engagement and loyalty by optimizing content and 1:1 personalized messaging.

- **Destination Stewardship:** Protect Vail's natural assets and resources, while elevating

the guest and resident experience, supported by sustainability education and awareness and dedicated funding.

- **Brand Positioning** : In accordance with the town council action plan, position Vail as the *Premier International Mountain Resort Community* by reinvigorating the Vail brand through a campaign designed to provoke consumers to feel excited about and intrigued to visit Vail. Support partners and the community in delivering on the brand promise. Below outlines 2023 operating plan tactics as they relate to the Marketing

Below outlines 2023 operating plan tactics as they relate to the Marketing Priorities.

Shifts to Optimize Overnight Visitation
In recognition of softening demand in lower demand periods, funding to support campaigns to drive overnight visitation during these periods has increased from 41% in 2022 to 51% in 2023.

- Funding for Groups stayed constant (12%) which includes direct sales, travel/tradeshows, industry memberships, site tour/FAM tours and event recruiting. Group sales efforts focus positioning Vail for a quick recovery when group and meeting business rebounds.

- Paid Media has been reduced in Destination markets (from 44% to 41%) while Front Range markets increased (from 8% to 15%).
    - o Front Range increased specifically to drive demand during off peak winter periods.
    - o Destination digital and traditional media (TV / streaming) have also been reduced.

- Decreased investment (from 25% to 22%) in DiscoverVail.com, e-mail and customer relationship marketing and social media/influencer efforts. Following a concerted effort to achieve goals in these areas, funding has been accordingly decreased. Remaining funding Includes more robust year-round content, enhanced and monitored functionality, and optimized website maintenance.

- Mexico/International is flat (at 5%) with an in-market event, bringing back successful pre-COVID strategy and removing one-time research in 2022.

- Public Relations efforts were reduced (from 6% to 5%) after the one-time investment in the Travel Classics media conference in 2022, and including a return to a first quarter New York media tour.

- Contingency line item (from 7% to 5%) to support initiatives that may arise due to changing public health environment, climate challenges, and other unforeseen needs.

Summary
The VLMDAC believes the 2023 operating plan represents a positive shift by primarily focusing on driving visitation through paid media to more selectively target a high-value customer, one who stays longer and spends more. With a reinvigorated brand campaign, Vail is positioned to lead among its competitive set despite mounting concerns regarding the economy. The emphasis on expanding the database, using data to better understand our guests, enhancing guest engagement and loyalty by optimizing content and 1:1 personalized messaging will build a strong foundation for greater visitation and marketing efficiency.

V. ACTION REQUESTED OF VAIL LOCAL MARKETING DISTRICT

The Vail Local Marketing District recommends that the Town Council approve the 2023 Operating Plan and budget of $6,100,000.

VAIL LOCAL MARKETING DISTRICT 2023 PROPOSED BUDGET
SUMMARY OF REVENUE EXPENDITURES AND CHANGES IN FUND BALANCE

	2021 Actuals	2022 Budget	2022 Amended Budget	2023 Proposed Budget
Income				
Lodging Tax	4,271,879	3,825,000	5,350,000	4,500,000
PY Lodging Tax	4,850	-	-	-
Interest Income	281	1,000	1,000	1,000
Misc. Income	2,970	-	-	-
Total Income	4,279,980	3,826,000	5,351,000	4,501,000
Expense				
Destination	943,457	835,000	880,027	990,000
International	44,090	56,000	100,000	120,500
Front Range	449,774	218,500	158,473	355,000
Groups and Meetings	201,894	265,000	265,000	300,705
Public Relations Expenses	98,000	177,000	122,000	119,000
Content/Influencer Strategy	50,149	88,000	102,000	125,500
Photography / Video	158,752	240,000	255,975	224,475
Research	64,218	143,000	164,250	78,050
Web Site	173,449	213,300	272,650	412,750
Admin Miscellaneous	4,663	8,000	8,000	8,000
Email Marketing	14,003	94,640	152,540	195,000
Branding	564,936	479,500	600,739	575,150
Contingency	-	130,760	232,760	250,000
Destination Stewardship Mgmt Plan	-	100,000	100,000	-
Database Warehousing and Research	421,969	591,300	721,550	361,095
In-Market Marketing	2,982	105,000	155,000	60,000
Professional Fees				
Legal and Accounting	25,000	25,000	25,000	32,000
Lodging Liaison	43,175	48,000	48,000	48,000
Advertising Agent Fees	191,000	160,000	170,000	166,000
Marketing Coordination-TOV	95,000	120,000	120,000	143,000
Marketing Coordination-VVP	37,500	41,500	41,500	45,275
Professional Fees - MYPR	38,917	60,500	190,500	90,500
Total Professional Fees	430,592	455,000	595,000	524,775
Total Expense	**3,647,926**	**4,200,000**	**4,885,964**	**4,700,000**
Revenue over (Under) Expenditures	**632,053**	**(374,000)**	**465,036**	**(199,000)**
Transfer to General Fund	-	-	-	1,400,000
Beginning Fund Balance	2,078,809	2,710,862	2,710,862	3,175,898
Ending Fund Balance	2,710,862	2,336,862	3,175,898	1,576,898
Fund Balance (25% required)	**63%**	**55%**	**59%**	**35%**

RESOLUTION NO. 55
SERIES OF 2022

A RESOLUTION APPROVING THE OPERATING PLAN AND BUDGET OF THE VAIL LOCAL MARKETING DISTRICT, FOR ITS FISCAL YEAR JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

WHEREAS, the Town of Vail (the "Town"), in the County of Eagle and State of Colorado is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and the Town Charter (the "Charter"); and

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected and qualified; and

WHEREAS, C.R.S. §29-25-110 requires the Council's annual approval of the operating plan the Vail Local Marketing District (the "VLMD").

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

Section 1. The Council approves the operating plan and budget of the VLMD for marketing related expenditures beginning on the first day of January, 2023, and ending on the 31st day of December, 2023.

Section 2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Vail held this 6th day of December 2022.

_____
Kim Langmaid, Town Mayor

Attested:

_____
Stephanie Bibbens, Town Clerk

AGENDA ITEM NO. 4.2

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (10 min.)**
SUBJECT:	**Resolution No. 56, Series of 2022, IGA with Avon and Eagle Sheriff's Department for SWAT Bot**
SUGGESTED ACTION:	Approve, approve with amendments or deny Resolution No. 56, Series of 2022.

ATTACHMENTS:
Resolution No. 56 Series of 2022 Robot IGA.pdf
Police Robot IGA-A111022.pdf

RESOLUTION NO. 56

Series of 2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF VAIL, THE TOWN OF AVON, ("Avon") AND EAGLE COUNTY SHERIFF'S OFFICE ("ECSO") FOR THE PURCHASE AND SHARED USE OF A ROBOT WITH CRITICAL PUBLIC SAFETY RELATED CAPABILITIES

WHEREAS, the Town wishes to enter into an agreement with Avon and the ECSO regarding the purchase and shared use of a robot with critical public safety-related capabilities, in the form attached hereto as **Exhibit A,** incorporated herein and made a part hereof by this reference (the "IGA").

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

Section 1. The Town Council hereby approves the IGA and authorizes the Town Manager to enter into the IGA in substantially the same form as attached hereto as **Exhibit A** and in a form approved by the Town Attorney.

Section 2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Vail held this 6th day of December, 2022.

_____
Kimberly Langmaid, Town Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 2022 (the "Effective Date"), by and among the TOWN OF VAIL, a Colorado home rule municipality ("Vail"); the TOWN OF AVON, a Colorado home rule municipality ("Avon"); and the EAGLE COUNTY SHERIFF'S OFFICE ("ECSO") (each a "Party" and collectively the "Parties").

WHEREAS, Vail and Avon are Colorado municipalities organized and operated pursuant to their respective home rule charters and Colorado law, each of which operates a police department;

WHEREAS, ECSO is the law enforcement department of Eagle County;

WHEREAS, pursuant to § 18(2)(a) and (b), Article XIV of the Colorado Constitution and C.R.S. §§ 29-1-203 and 32-1-1001, the Parties may enter into agreements with one another to provide intergovernmental services and facilities, when so authorized by their governing bodies;

WHEREAS, the Parties now desire to purchase and share use of a robot with critical public safety-related capabilities (the "Robot");

WHEREAS, the Parties are willing to contract for one consolidated purchase of the Robot, on behalf of all the Parties, subject to reimbursement by each Party for its share of the Robot as set forth herein; and

WHEREAS, each Party hereto has determined it to be in the best interests of its respective taxpayers, residents, property owners, and constituents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements, and stipulations contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Cooperation. The Parties shall cooperate on the purchase, storage and use of the Robot, pursuant to **Exhibit A**, attached hereto and incorporated herein by this reference.

2. Payment. Within 30 days of the Effective Date, each Party shall remit payment to Vail for its share of the cost of the Robot, as follows:

Vail - $32,500
Avon - $32,250 (after a $250 down payment made separately)
ECSO - $32,500

3. Miscellaneous.

a. Notices. All notices shall be transmitted in writing and shall be deemed to have been duly given when hand-delivered or sent by U.S. mail, postage prepaid, addressed as follows.

Vail: Dwight Henninger Chief of Police 75 South Frontage Road Vail, CO 81657	ECSO: 885 Chambers Ave. Eagle, CO 81631
Avon: 60 Buck Creek Rd. Avon, CO 81620	

b. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

c. Integration. This Agreement represents the entire agreement among the Parties hereto with respect to the subject matter hereof, and all prior or extrinsic agreements, understandings or negotiations shall be deemed merged herein.

d. Waiver. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby.

e. Modification. This Agreement may only be modified by subsequent written agreement of the Parties.

f. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Eagle County, Colorado.

g. No Third-Party Beneficiaries. No third party is intended to or shall be a beneficiary of this Agreement, nor shall any third party have any rights to enforce this Agreement in any respect.

h. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Parties and nothing contained in this Agreement shall be construed as making the Parties joint venturers or partners. In no event shall any Party or its employees or its representatives be considered or authorized to act as employees or agents of any other Party.

i. Force Majeure. No Party shall be liable for a failure to perform as required by this Agreement to the extent such failure to perform is caused by a reason beyond the control of that Party or by reason of any of the following occurrences, whether or not caused by such Party: strikes, labor disturbances or labor disputes of any character, accidents, riots, civil disorders or commotions, war, acts of aggression, floods, earthquakes, acts of God, explosion or similar occurrences.

j. Contingency; No Debt. Pursuant to Article X, § 20 of the Colorado Constitution, any financial obligation of any Party under this Agreement is specifically contingent upon annual appropriation of funds sufficient to perform such obligation. This Agreement shall never constitute a debt or obligation of any Party within any statutory or constitutional provision.

k. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities any Party or its officials, representatives, attorneys or employees may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as amended.

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

TOWN OF VAIL, COLORADO

_____
Kim Langmaid, Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

EAGLE COUNTY SHERIFF'S OFFICE

_____
James Van Beek, Sheriff

ATTEST:

_____

TOWN OF AVON

_____
Jennie Fancher, Mayor

ATTEST:

_____
Miguel Jauregui, Town Clerk

EXHIBIT A
SCOPE OF SERVICES

AGENDA ITEM NO. 4.3

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (10 min.)**
SUBJECT:	**Resolution No. 58, Series of 2022, A Resolution Approving the Purchase of the Residential Property Known as Vail East Lodging Condominium, Unit 22, 4073 Spruce Way, Vail, CO 81657**
SUGGESTED ACTION:	Approve Resolution No. 58, Series of 2022 authorizing the Town Manager to enter into an agreement, in a form approved by the Town Attorney, the purchase of Vail East Lodging Condominium, Unit 22, 4073 Spruce Way, Vail, CO 81657 in the amount of, and not to exceed, $480,000, plus closing costs.

ATTACHMENTS:

Resolution No. 58 Series of 2022 Vail East Lodging Unit #22 08162022.pdf

4073 Spruce Way # 22 CONTRACT TO BUY AND SELL REAL ESTATE - EXECUTED Contract.pdf

RESOLUTION NO. 58
SERIES OF 2022

A RESOLUTION APPROVING THE PURCHASE OF THE RESIDENTIAL PROPERTY KNOWN AS VAIL EAST LODGING CONDOMOINIUM, UNIT 22, 4073 SPRUCE WAY, VAIL, COLORADO 81657

WHEREAS, Collins Family Realty Trust ("Owner") is the owner of certain real property described as Vail East Lodging Condominium, Unit 22, 4073 Spruce Way, Vail Colorado 81657 (the "Property"); and

WHEREAS, the Town wishes to purchase the Property from Owner subject to the terms of the Contract to Buy and Sell Real Estate, attached here to as **Exhibit A** and made a part hereof by this reference (the "Contract").

NOW, THEREFORE, be it resolved by the Town Council of the Town of Vail, Colorado:

Section 1. The Town Council hereby approves the Contract in substantially the same form attached hereto as **Exhibit A** and in a form approved by the Town Attorney and authorizes the appropriations of the funds necessary to complete the real estate transaction.

Section 2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, READ, APPROVED AND ADOPTED this 6th day of December, 2022.

_____
Kimberly Langmaid, Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

BERKSHIRE HATHAWAY HomeServices Colorado Properties
Berkshire Hathaway HomeServices Colorado Properties
Danean Boukather
Ph: 970-476-2482
Fax: 970-476-6499

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS1-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: ***11/23/2022***

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. ***Town Of Vail*** (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** ***TBD***.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. ***Collins Family Realty Trust*** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of ***Eagle***, Colorado (insert legal description):

BLDG 4 Subdivision: VAIL EAST LODGING Unit: 2-L

known as: ***4073 Spruce Way , 22 Vail, CO 81657***

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including ***0*** remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also

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included in the Purchase Price:
Microwave/Hood Combo; Range; Refrigerator

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:
n/a

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: ***2 Assigned parking spaces***; and the use or ownership of the following storage facilities:
All those are on record.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):
n/a

2.6. Exclusions. The following items are excluded (Exclusions):
n/a

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
n/a

Any deeded water rights will be conveyed by a good and sufficient ***n/a*** deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:
n/a

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is ***n/a***.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
n/a

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer ☐ **Does** ☒ **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	***n/a***
2	§ 4	Alternative Earnest Money Deadline	***5 Day`s after MEC***

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		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	***12/2/2022*** Friday
4	§ 8	Record Title Objection Deadline	***12/9/2022*** Friday
5	§ 8	Off-Record Title Deadline	***12/2/2022*** Friday
6	§ 8	Off-Record Title Objection Deadline	***12/9/2022*** Friday
7	§ 8	Title Resolution Deadline	***12/12/2022*** Monday
8	§ 8	Third Party Right to Purchase/Approve Deadline	***12/9/2022*** Friday
		Owners' Association	
9	§ 7	Association Documents Deadline	***12/5/2022*** Monday
10	§ 7	Association Documents Termination Deadline	***12/5/2022*** Monday
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	***12/5/2022*** Monday
12	§ 10	Lead-Based Paint Disclosure Deadline	***12/5/2022*** Monday
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	***12/13/2022*** Tuesday
31	§ 10	Inspection Objection Deadline	***12/9/2022*** Friday
32	§ 10	Inspection Resolution Deadline	***12/12/2022*** Monday
33	§ 10	Property Insurance Termination Deadline	***12/12/2022*** Monday
34	§ 10	Due Diligence Documents Delivery Deadline	***12/5/2022*** Monday
35	§ 10	Due Diligence Documents Objection Deadline	***12/9/2022*** Friday

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36	§ 10	Due Diligence Documents Resolution Deadline	***12/12/2022***	Monday
37	§ 10	Conditional Sale Deadline		
38	§ 10	Lead-Based Paint Termination Deadline	***12/12/2022***	Monday
		Closing and Possession		
39	§ 12	Closing Date	***12/21/2022***	Wednesday
40	§ 17	Possession Date	***12/21/2022***	Wednesday
41	§ 17	Possession Time	***Delivery of deed***	
42	§ 27	**Acceptance Deadline Date**	***11/26/2022***	Saturday
43	§ 27	**Acceptance Deadline Time**	***12:00 PM (MST)***	
44	***n/a***	***n/a***		
45	***n/a***	***n/a***		

Note: If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA** insured or **VA** guaranteed loans.

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$ ***480,000.00***	
2	§ 4.3.	Earnest Money		$ ***25,000.00***
3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$
5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7	***n/a***	***n/a***		$

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8	***n/a***	***n/a***		$
9	§ 4.4.	Cash at Closing		$ ***455,000.00***
10		**Total**	$ ***480,000.00***	$ ***480,000.00***

4.2. Seller Concession. At Closing, Seller will credit to Buyer $***0*** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a ***Wire Transfer***, will be payable to and held by ***Sellers choice of Title Company*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

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TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.
(Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.2.2. FHA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than $***n/a***. The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the Property are acceptable.

6.2.3. VA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

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6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves

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or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the

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documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer,** for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title**

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Objection Deadline. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

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8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ **Does** ☒ **Does Not** have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2) ☐ **New Survey** in the form of ***n/a***; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:
n/a

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***n/a*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline** , Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, " **Where Is**" and " **With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents

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and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

n/a

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. Other documents and information:

n/a

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as ***None***. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]

10.10. Lead-Based Paint.

10.10.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based

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Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

10.10.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

Closing Provisions

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by ***Title Company***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ ***n/a*** deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $***n/a*** for:

☐ Water Stock/Certificates ☒ Water District

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☐ Augmentation Membership ☐ Small Domestic Water Company ☐ ***n/a***
and must be paid at Closing by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on
☐ **Taxes for the Calendar Year Immediately Preceding Closing**
☒ **Most Recent Mill Levy and Most Recent Assessed Valuation,** adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**
n/a

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and
n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☒ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and
n/a
Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION.

Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1. and, if applicable, any Post-Closing Occupancy Agreement.

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If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ ***300.00*** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then Buyer ☐ **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

☐ If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions

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complies with this Contract.

18.5. Home Warranty. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must

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agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the

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electronic address of the recipient by facsimile, email or ***Internet/electronic signatures***.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1. This Contract to Buy and Sell Real Estate is conditioned and contingent upon the Vail Town Council granting authorization to proceed with the purchase of the Property described in Section 1, subject to the terms of the Contract. Authorization to proceed shall be by consideration of a Vail Town Council Resolution on December 6, 2022." and "Section 15.4. Local Transfer Tax: The buyer, The Town of Vail, agrees to forgo the 1% Town of Vail Transfer Tax on the sale of this property. Both Buyer and Seller shall have no obligation to pay the 1% Town of Vail Transfer Tax at the time of closing.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:

30.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is a part of this Contract.

n/a

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

n/a

Signatures

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Russell Forrest, Town Manager Date: 11/25/2022

Buyer: ***Town Of Vail***
By: Russell Forrest, Town Manager

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Collins Family Realty Trust Date: 11/26/2022

Seller: ***Collins Family Realty Trust***
Address: ***75 Rocky Point Rd BARRINGTON NH 03825***
Phone: Fax:
Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** ***Berkshire Hathaway Home Services Colorado Properties***.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***Berkshire Hathaway HomeServices Colorado Properties***
Brokerage Firm's License #: ***EC 28210***

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Danean Boukather Date: 11/23/2022

Broker's Name: ***Danean Boukather***

Broker's License #: ***FA100000608***

Address: ***511 E Lionshead Cir Vail, CO 81657***

Ph:***970-476-2482*** Fax: ***970-476-6499*** Email Address: ***danean@bhhsvail.net***

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name:

Brokerage Firm's License #: ***EC 28210***

Broker's Signature _____ Date: _____

Broker's License #: ***FA40040352***

Address: ***,***

Ph: Fax: Email Address:

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AGENDA ITEM NO. 4.4

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Pete Wadden, Environmental Sustainability
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (10 min.)**
SUBJECT:	**Resolution No. 59, Series of 2022, A Resolution Approving an Intergovernmental Agreement between the Town of Vail and State of Colorado Department of Public Health and Environment ("CDPHE") Regarding Grant Funds for Stormwater Improvements**
SUGGESTED ACTION:	Approve, approve with amendments or deny Resolution No. 59, Series of 2022.

ATTACHMENTS:
Resolution No. 59 Series of 2022 CDPHE GRANT_.pdf
Intergovernmental Contract Template_Cover Page Main Body (1).pdf

RESOLUTION NO. 59

Series of 2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF VAIL AND STATE OF COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT ("CDPHE") REGARDING GRANT FUNDS FOR STORMWATER IMPROVEMENTS

WHEREAS, Town wishes to enter into an agreement with the CDPHE to receive grant funds in the amount or $272,109 for certain stormwater improvements including the installation of inlet filtration devices in stormwater inlets to capture sediment and trash in areas of Vail Village and Lionshead Village, generally in the form attached hereto as **Exhibit A,** incorporated herein and made a part hereof by this reference (the "IGA").

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

Section 1. The Town Council hereby approves the IGA and authorizes the Town Manager to enter into the IGA in substantially the same form as attached hereto as **Exhibit A** and in a form approved by the Town Attorney.

Section 2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Vail held this 6th day of December, 2022.

_____
Kimberly Langmaid, Town Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

STATE OF COLORADO
DEPARTMENT OF **PUBLIC HEALTH AND ENVIRONMENT**
INTERGOVERNMENTAL AGREEMENT

SIGNATURE AND COVER PAGE(S)

State Agency Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	**Contractor** Town of Vail 75 South Frontage Road Vail, Colorado 81657
Original Contract Number 2023*2939	**Contract Performance Beginning Date** **The later of the Effective date or November 28, 2022**
Contract Maximum Amount **Initial Term** 11/28/2022-01/12/2027 $ 272,109.00 **Contract Maximum Amount** $272,109.00	**Contract Expiration Date** **January 12, 2027** Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed **5 years** from its Performance Beginning Date.
Pricing/Funding **Price Structure: Cost Reimbursement** **Contractor Shall Invoice: Quarterly** **Funding Source:** **Federal** $ 200,000.00 **State** $ 72,109.00	**Miscellaneous** Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113 Law-Specified Vendor Statute (if any): n/a Procurement Method: **RFA** Solicitation Number (if any): **35752**
State Representative Tamara Allen Restoration and Protection Unit Manager Water Quality Control Division Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246	**Contractor Representative** Pete Wadden Watershed Education Coordinator Town of Vail 75 South Frontage Road Vail, Colorado 81657
Exhibits **The following Exhibits and Attachments are attached and incorporated into this Contract:** Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Federal Provisions	
Contract Purpose This project will install inlet filtration devices in stormwater inlets to capture sediment and trash in areas of Vail Village and Lionshead Village.	

AGENDA ITEM NO. 4.5

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Pete Wadden, Environmental Sustainability
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (10 min.)**
SUBJECT:	**Contract Award to Frog Creek Partners for the Purchase and Installation of Stormwater Treatment Devices in Vail and Lionshead Villages**
SUGGESTED ACTION:	Approve, approve with changes, or deny request to enter into contract.
STAFF RECOMMENDATION:	Direct the Town Manager to enter into the Professional Services Agreement with Frog Creek Partners for the purchase and installation of stormwater treatment devices.

ATTACHMENTS:
ProfessionalServices Agreement Frog Creek Partners December 2022.pdf

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of December, 2022 (the "Effective Date"), by and between the Town of Vail, a Colorado home rule municipal corporation with an address of 75 South Frontage Road, Vail, CO 81657, (the "Town"), and and Frog Creek Partners, a business that specializes in stormwater filtration, 800 West Yellowstone Highway, Casper, WY 82601, ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $$420,000.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq*. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq*.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq*. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq*.; the Clean Water Act, 33 U.S.C. § 1251, *et seq*.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, in effect now or anytime hereafter.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town.

In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF VAIL, COLORADO

_____
Russell Forrest, Town Manager

ATTEST:

_____
Stephanie Bibbens, Town Clerk

CONTRACTOR

By: _____

STATE OF WYOMING)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

The following Scope of Work ("SOW") is for a stormwater filtration project located in Vail, Colorado. This SOW outlines the project's product, services, installation schedule, and the customer payment schedule. All products and services will be provided by Frog Creek Partners, LLC and its subcontractors.

1. **Customer**: Town of Vail, Colorado

2. **Project Location**: Vail, Colorado

3. **Nature of the Project:** Installation of between 270 and 280 Gutter Bin® stormwater filtration system catch basin filter inserts to capture stormwater pollution and prevent it from reaching Gore Creek thereby helping the Town of Vail meet its water quality goals

4. **Estimated Project Timeline Milestones**

    a. Project Start: 11/1/2022
    b. Measurement and Site Analysis: 11/1/2022 - 11/30/2022
    c. Selection of Project Sites: 12/10/2022
    d. Design & Engineering Phase Start: 12/15/2022
    e. Manufacturing Phase Start: 2/1/2023
    f. Installation Phase Start: 5/1/2023
    g. Project Complete: 6/1/2023

5. **Project Budget:** $420,000

6. **Schedule of Payments:**

    a. 50% ($210,000): Project Start milestone
    b. 25% ($105,000): Manufacturing Start milestone
    c. 25% (105,000): Project Complete milestone

7. **Impact of the Project:** Based on historical pollution capture data, this project will prevent approximately 25,000 to 55,000 pounds of stormwater pollution from reaching Gore Creek and its tributaries each year.

AGENDA ITEM NO. 4.6

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VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Jeremy Gross, Economic Development
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (10 min.)**
SUBJECT:	**Contract award to the Vail Valley Foundation for the production of the April concert**
SUGGESTED ACTION:	Authorize the Town Manager to enter into an agreement, on a form approved by the town attorney, with the Vail Valley Foundation to produce the April Concert Series, in an amount not to exceed $250,000.

ATTACHMENTS:
Council Memo - April Concert Proposal Review and Recommendation.pdf

TOWN OF VAIL

Memorandum

To: Vail Town Council

From: Economic Development Department

Date: 12/6/2022

Subject: 2023 April Concert Series

PURPOSE

The purpose of this memo is to make a recommendation for a vendor to produce the 2023 April Concert Series. An RFP to produce the event was published October 31, 2022. The RFP represented a shift in direction with spring event activation in Vail. Given current occupancy and visitation trends for the winter season, the town and Vail Mountain have realigned the event strategy against goals to deliver an enhanced guest experience through the late winter season. Four proposals were received, reviewed, and vetted by town department representatives and Vail Mountain staff.

BACKGROUND

Town Council provided direction to return to a larger scale live music event in the final weeks of the 2022/2023 winter season. The town and Vail Mountain collaboratively published an RFP to identify a vendor to produce the event. Vail Mountain and the town are each contributing $125,000, for a total of $250,000 to support the April Concert Series.

Four proposals were received in response to the RFP: The For Site Group, Golden Peak Productions, Powabunga, and the Vail Valley Foundation (VVF) all submitted proposals. The proposals were reviewed internally by the safety and operations team, economic development department and town manager's office, and externally with Vail Mountain. The review included an evaluation of the event producer's ability to achieve the goals of the town and Vail Mountain. This includes hosting a concert targeting a younger, affluent demographic in April, addressing operational impacts, and providing tangible and intangible value to the town and Vail Mountain as sponsors of the event. An evaluation of the event was performed using the town's Event Sponsorship Scorecard. Through the discussions and review of the proposals, staff and Vail Mountain are recommending that the proposal from the Vail Valley Foundation be selected.

The Vail Valley Foundation's proposal is to host two nights of concerts at the Gerald R. Ford Amphitheater on either April 7 and 8, or 14 and 15, 2023. The proposal was presented by the VVF in partnership with Anschutz Entertainment Group (AEG). The synergy of operational excellence of the VVF with the music industry strength of AEG

presents a great opportunity for the town and Vail Mountain, who are aligned that the VVF is the best choice to successfully execute the concert series in a new (but familiar) winter venue. The VVF and AEG have the expertise and resourcing to ensure that the event is effectively marketed and promoted. The VVF's history working with both town and mountain provide confidence in the execution of the additional elements as part of the concert weekend to incorporate village and mountain areas.

Additional operational considerations were evaluated in the review of the proposals. With the implementation of the new parking system and not using the parking lot as the venue for the concert, we now have ability to use the Ford Park Parking lot for both regular daytime employee parking and paid concert parking.

While the AMP has not been used for a winter concert like this before, the VVF team's operations plan will ensure that the venue is safe and effective for the April Concert Series.

ACTION REQUESTED OF COUNCIL

Authorize the town manager to enter into an agreement, on a form approved by the town attorney, with the Vail Valley Foundation to produce the April Concert Series, in an amount not to exceed $250,000.

AGENDA ITEM NO. 4.7

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VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Jeremy Gross, Economic Development
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (10 min.)**
SUBJECT:	**Contract award to Golden Peak Productions for the Vail Après Monthly Concert Series**
SUGGESTED ACTION:	Authorize the Town Manager to enter into an agreement, on a form approved by the town attorney, with Golden Peak Productions to produce the Vail Après Monthly Concert Series, in an amount not to exceed $150,000.

ATTACHMENTS:
Council Memo - Monthly Village Concert Proposal Review and Recommendation.pdf

TOWN OF VAIL

Memorandum

To: Vail Town Council

From: Economic Development Department

Date: 12/6/2022

Subject: Vail Après Monthly Village Concert Series: Proposals and Vendor Recommendation

PURPOSE

The purpose of this memo is to make a recommendation for a vendor to produce the Vail Après Monthly Village Concert Series in response to the RFP published by the town.

BACKGROUND

In October 2022, the winter events plan was reviewed with the CSE and presented to Town Council. One of the supported plan elements was the monthly village concert experience as part of our Vail Après programming. An RFP was published to source an event producer to present the series. The request identified four dates, one per month from January through April, for concerts to be held in Vail Village. The series will occur on the 3rd Thursday of the month to create a predictable cadence for community awareness and for guests to plan their visitation. The location of the concerts will be reviewed by the Event Review Committee but will either be the International Bridge or Solaris. The Vail Après Monthly Village Concert Series is budgeted at $150,000 or $37,500 per concert and is included in the 2023 Budget.

Three proposals were received in response to the RFP: Kaleidoscope Productions, a collaboration between Resort Entertainment Group and Shakedown Presents, and Golden Peak Productions all provided proposals.

The proposals were reviewed internally by the safety and operations team, economic development department and the town manager’s office. The review included an evaluation of the event's ability to achieve the goals of the town and to host a concert series that would be popular amongst both locals and guests and meet expectations for both tangible and intangible benefit to the town. Staff evaluated the operational impacts of the event and performed an analysis using the Event Scorecard. Following the scorecard completion and discussions and review of the proposals, staff is recommending the town contract Golden Peak Productions (GPP) for the Vail Après Monthly Village Concert Series.

Golden Peak Productions is currently producing the Early Winter Concert Series which included the recently hosted Thanksgiving weekend concerts. The concerts were met

with great enthusiasm by the community including the locals' season kickoff party. The town has confidence in GPP as the best vendor to produce the 2023 Vail Après Monthly Village Concert Series.

ACTION REQUESTED OF COUNCIL

Authorize the Town Manager to enter into an agreement, on a form approved by the town attorney, with Golden Peak Productions to produce the 2023 Vail Après Monthly Village Concerts Series, in an amount not to exceed $150,000.

AGENDA ITEM NO. 4.8

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VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (10 min.)**
SUBJECT:	**Contract Award to Gillig for Replacement Transit Buses**
SUGGESTED ACTION:	Authorize the Town Manager to enter into an agreement, on a form approved by the town attorney to purchase two Gillig Lowfloor 42' battery electric buses this year to take delivery in an amount not to exceed $2,020,762.00.

ATTACHMENTS:
Town Council Bus Replacment Memorandum 051722.pdf

TOWN OF VAIL

Memorandum

TO: Vail Town Council

FROM: Public Works Department

DATE: December 6th, 2022

SUBJECT: Award contract to Replace Transit Buses

I. PURPOSE

The purpose of this memo is to request approval from the Town Council to purchase up to 2 buses per the bus replacement plan, the TOV currently operates with 33 transit buses.

II. BACKGROUND

The TOV owns and operates 33 transit buses, the buses are on a 12-year replacement plan, which is consistent with FTA requirements that a transit bus be designed and operate for a minimum of 12 years. The current fleet of buses is:

(4) 2020 Gillig Lowfloor 42' electric buses
(8) 2017 Gillig Lowfloor 40' diesel buses
(7) 2018 Gillig Lowfloor 40' diesel buses
(6) 2020 Gillig Lowfloor 40' diesel buses
(2) 2012 Gillig Lowfloor 40' hybrid buses
(6) 2011 Gillig Lowfloor 40' diesel buses, these buses will be replaced in July 2023

The manufacturer is stating that current order build dates are out to 2024 due to supply chain issues that are affecting everyone. The bus replacement plan has two buses to be replaced in 2024 that will be battery electric. Our team would recommend that we purchase Gillig battery electric buses. This will allow the Town to keep driver options the same and have the bus drive very similar to what are drivers are used to. Also, most of our spare parts inventory will transfer over to these new buses keeping inventory costs down. Gillig is using Cummins for their electric drive system. This means we will have support on this new technology in Denver and Grand Junction. The other bus manufacturers are either over seas or across the country. The Town already has a strong relationship with Cummins as 95% of our current diesel engines are Cummins.

III. Vendor Selection

The budget for this project is $2,200,000 in 2024. The Town is utilizing pricing based on a joint procurement plan with an FTA approved State of Washington contract. The price of each bus, based on the State of Washington contract with adjustments made to meet TOV requirements is $1,010,381. For two buses the total would be $2,020,762.00. We would like to use the remaining $179,238.00 for the bus charges required to operate these buses. We would like to put a place

holder on these charger funds and present to Council at a later date for approval. The Town has secured a Federal Transit Administration grant of $1,814,882 for these two buses, associated charging equipment, and workforce training.

IV. ACTION REQUESTED

Accept the proposal, and order two Gillig Lowfloor 42’ battery electric buses this year to take delivery in 2024 in an amount not to exceed $2,020,762.00 These funds are in the 5 year capital plan in 2024.

AGENDA ITEM NO. 5.1

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VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE: December 6, 2022

SUBMITTED BY: Stephanie Bibbens, Town Manager

ITEM TYPE: Town Manager Report

AGENDA SECTION: **Town Manager Report (10 min.)**

SUBJECT: **Council Matters and Status Report**

SUGGESTED ACTION:

ATTACHMENTS:
221206 Matters.pdf

COUNCIL MATTERS
Status Report

Report for Dec. 6, 2022

- **Dobson Ice Arena remodel**: An RFQ has been opened up on the TOV website along with a press release, asking for bids on architectural/sports arena designwork. Responses are due back Dec. 19th with a selection early in the new year. The town anticipates the remodel to be underway by the spring of 2024.

- **Poisoned tree on Vail Golf Course**: Two new trees have been planted, with the dead tree limbed and prepared for a future artistic feature.





- **Compensation review for Town Council members**: In an effort to encourage a more diverse group of future council members, Town Council requested a review of council's compensation. Council members currently earn $7,500 per year ($313 per council meeting); the Mayor earns $12,000 per year ($500 per meeting). Staff will bring back more information at a future meeting.

Town Council Action Plan Updates

Each month town staff will update the Town Council Action Plan document as projects and initiatives move forward or are updated. Below is a link to the timeline and "live" document:
https://www.vailgov.com/government/town-council-meeting-registration/town-council-priorities

In the News

Nov. 10
Booth Heights
https://www.hcn.org/articles/landline-wildlife-bighorn-lovers-butt-heads-with-vail-resorts-affordable-housing

Death Investigation
https://www.outtherecolorado.com/news/suspicious-death-public-asked-for-help-after-body-found-in-creek-near-vail/article_dbbeb924-6119-11ed-b055-63bdfbdeab5e.html

Nov. 13
Wildlife Passage for Bighorns - letter
https://www.vaildaily.com/opinion/letter-wildlife-passage-for-the-bighorn-sheep/

Listen to Workers on Parking - letter
https://www.vaildaily.com/opinion/letter-vail-needs-to-listen-to-its-local-workers-on-parking/

Nov. 14
RTA - **front page**
https://www.vaildaily.com/news/whats-next-for-eagle-countys-new-regional-transportation-authority/

Nov. 15
2023 Budget
https://www.vaildaily.com/news/vails-proposed-2023-budget-is-available-for-review/

Booth Heights and Housing
https://apnews.com/article/travel-sports-colorado-sheep-vail-7a622d88e2678b32ce8be58be6884dd4

Shift Bike Success
https://www.vaildaily.com/news/shift-e-bike-regional-program-off-to-a-good-start-in-inaugural-summer/

Nov. 16
Recycling and Compost Success - **front page**
https://www.vaildaily.com/news/vail-lauded-as-a-top-municipality-for-recycling-composting-in-2022-statewide-report/

Nov. 17
Successful Housing Initiatives
https://www.aspentimes.com/news/affordable-housing-wins-on-high-country-ballots/

Potential at Post Office
https://www.vaildaily.com/news/vail-eyes-redevelopment-of-post-office-amid-housing-crisis/

Nov. 18
Employee Bonuses - **front page**
https://www.vaildaily.com/news/vail-gives-go-ahead-for-500k-in-inflation-relief-retention-bonuses/

Nov. 22
Input Sought on Gore Creek Promenade
https://www.vaildaily.com/news/vail-seeks-input-on-gore-creek-promenade-improvements/

Nov. 23
Are Rankings Overrated?
https://www.vaildaily.com/news/vails-slide-in-resort-rankings-has-no-impact-on-visitation-business-leaders-say/

A Roadmap for Vail's Sustainable Future - opinion
https://www.vaildaily.com/opinion/sustainable-vail-destination-stewardship-plan-to-provide-a-roadmap-for-vails-future/

Nov. 26
Transportation Permits
https://www.vaildaily.com/news/vail-transportation-permits-required-for-new-season/

Shop with a Cop
https://www.vaildaily.com/news/law-enforcement-seeks-donations-for-shop-with-a-cop/

A culture killer for Vail - letter
https://www.vaildaily.com/opinion/letter-a-culture-killer-for-vail/

Nov. 27
Input sought on Gore Creek Promenade
https://www.realvail.com/town-of-vail-seeks-input-on-gore-creek-promenade/a14842/

Parking passes for disabled residents - letter
https://www.vaildaily.com/opinion/letter-we-cant-get-disabled-community-members-a-reduced-price-parking-pass/

Nov. 28
Beware Rental Scams
https://www.vaildaily.com/news/police-common-red-flags-for-rental-scams-in-eagle-county/

A new tool in Old Forge for housing
https://www.northcountrypublicradio.org/news/story/46849/20221128/a-new-tool-in-old-forge-aims-to-protect-housing-for-year-round-residents

Family of woman found in Gore Creek says things aren't adding up
https://kdvr.com/news/local/family-of-woman-whos-body-was-found-in-july-by-a-vail-creek-say-things-arent-adding-up/

Vail is spending other people's money frivolously - letter
https://www.vaildaily.com/opinion/letter-vail-is-spending-other-peoples-money-frivolously/

Free parking change is killing business - letter
https://www.vaildaily.com/opinion/letter-free-parking-change-a-business-killer-for-vail/

Nov. 29
Getting the party started - **front page**
https://www.vaildaily.com/news/vail-daily-tuesday-cover-photo-getting-the-party-started/

Polls Mean Everything or Nothing - column
https://www.vaildaily.com/opinion/carnes-polls-mean-everything-or-um-nothing/

Nov. 30
Vail Mountain slips off the list - letter
https://www.vaildaily.com/opinion/letter-vail-mountain-slips-off-the-list/

Dec. 1
Dobson RFQ
https://www.vaildaily.com/news/vail-seeks-design-services-for-dobson-ice-arena-remodel/

Let's be community-minded - letter
https://www.vaildaily.com/opinion/letter-lets-be-community-minded/

Vail is wisely investing in its employees - letter
https://www.vaildaily.com/opinion/letter-vail-is-wisely-investing-in-its-employees/

Record sales tax revenues
https://coloradosun.com/2022/12/01/colorado-harvest-record-sales-tax-revenue/

Upcoming Events

- Dec 8 – 11: Kingle Market
- Dec 15: Vail Village Tree Lighting ceremony
- Dec 16: PrimaVail Awards recognition during free concert

AGENDA ITEM NO. 6.1

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Presentation/Discussion
AGENDA SECTION:	**Presentations/Discussion**
SUBJECT:	**Vail Mountain Update (10 min.)**
SUGGESTED ACTION:	Presenter: Beth Howard, Chief Operating Officer, Vail Mountain
ATTACHMENTS:	

AGENDA ITEM NO. 6.2

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
TIME:	30 min.
SUBMITTED BY:	George Ruther, Housing
ITEM TYPE:	Presentation/Discussion
AGENDA SECTION:	**Presentations/Discussion**
SUBJECT:	**Timber Ridge Update**
SUGGESTED ACTION:	Listen to presentation and provide feedback.
PRESENTER(S):	George Ruther, Housing Director

ATTACHMENTS:
Timber Ridge Development memorandum 12062022.pdf
TOV town council TR 2 presentation 12-6-22.pdf

TOWN OF VAIL

75 South Frontage Road West
Vail, Colorado 81657
vailgov.com

Housing Department
970.479.2150

MEMORANDUM

To: Vail Town Council

From: George Ruther, Housing Director

Date: December 6, 2022

Re: Timber Ridge Village Redevelopment

I. Purpose

The purpose of this memorandum is to receive direction from the Vail Town Council on the redevelopment of the Timber Ridge Village Apartments.

This worksession is intended to be one of many meetings with the Vail Town Council, the Vail Local Housing Authority, and the Vail community as the Housing Department and Triumph Development West begin breaking down what will be a long list of topics for discussion and decision-making with regard to the redevelopment of Timber Ridge.

This discussion will focus primarily on:

- revised programming and uses,
- displacement and relocation of residents, and,
- direction from the Vail Town Council.

This action facilitates achieving the Town's adopted housing goal and continues to provide housing solutions to the #1 most critical issue facing the Vail community – lack of the availability of homes for year-round and seasonal residents and addresses the much needed redevelopment of the Timber Ridge Village Apartments.

II. Timber Ridge Village Apartments Redevelopment

A. Redevelopment Goals and Objectives

The following redevelopment goals and objectives were adopted by the Vail Town Council and will be used to guide future decision-making:

- ***Seize the full opportunity*** - The redevelopment of the Timber Ridge Village Apartments will serve an integral role in strengthening the supply of deed-restricted homes in Vail by providing for a minimum of 200 dwelling units.
- **Deed-restricted homes are the highest priority** - 100% of the new homes shall be deed-restricted for resident occupancy with preference granted to employees working at businesses in the Town of Vail.
- ***Optimize this housing opportunity*** - Given the scarcity of developable land for deed-restricted homes in Vail, the density, height, and scale of the redevelopment shall be optimized within the parameters of the Town's adopted land use regulations, building and fire codes, and other applicable code provisions.
- ***Minimize the impacts of the short-term loss of homes***- Construction of the redevelopment project shall not begin prior to the issuance of a certificate of occupancy for the Residences at Main Vail to minimize the negative impacts of vacating the Timber Ridge Village Apartments during construction.
- ***A market study shall drive the program and design*** - Timber Ridge Village Apartments shall be redeveloped to meet the current and future housing needs of year-round and seasonal Vail residents based upon the findings and conclusions of an updated housing needs and demand market study.
- ***Environmental stewardship is a community value*** – Environmental sustainability best practices shall be incorporated into the design, construction, and future operations of the new buildings including 100% electrification, solar array installation, car share program, beyond energy conservation code construction, water conservation measures, high efficiency systems, durable materials, etc.
- ***Cost is a key consideration*** - Financial sustainability and fiscal responsibility are key considerations of the long-term affordability of the homes and operational/maintenance needs of the property owner.
- ***Time is of the essence*** - Understanding the critical housing needs of the Vail community and Eagle River Valley as well as the importance of meeting the growing demands, the redevelopment of the Timber Ridge Village Apartments shall be completed within 24 months of its demolition.
- ***Prioritize homes over cars*** - Due to its convenient location to the West Vail community commercial area and ease of access to the primary employment centers in Vail via public transit, emphasis shall be placed on optimizing the number of residential homes rather than maximizing the number of vehicles parking spaces.
- ***Lead by example*** – The process and outcome of the redevelopment of the Timber Ridge Village Apartments shall exemplify leadership in delivering on housing and shall align with Vail's place amongst leaders in the mountain resort communities.

B. The redevelopment of Timber Ridge is characterized by five foundational topics requiring direction and decision making. Each of these topics includes a list of sub-topics and issues which need to be addressed. The five foundational topics include:

- Transportation policy and infrastructure
- Programming and uses
- Development deal structure
- Budget, funding, financing, and existing debt
- Displacement and relocation of residents
- Timing and scheduling

Transportation

Discussions are continuing at the staff level regarding addressing the transportation needs of the future residents that will one day reside at the redeveloped Timber Ridge Village Apartments. More information regarding transportation will be provided at upcoming meetings.

As presented, a total of approximately 271 parking spaces are proposed in a combination of surface and structured parking spaces. This figure represents a ratio of 1.21 parking spaces per home. Town staff is continuing to meet with car share program representative to better understand how such a program can help achieve the transportation and mobility needs of the future Timber Ridge Village Apartments residents. These efforts align with the direction previously instructed from the Vail Town Council to utilize the provisions of the Housing (H) District to meet the transportation and mobility needs of the by alternate modes of transportation and not allow the adopted minimum parking requirements of the Vail Town Code drive the design of the redevelopment of Timber Ridge.

As a next step, the town staff is meeting with representatives from Zip Car and other regional partners on Thursday, December 15 to continue discussions regarding future opportunities.

Programming and uses

The programming and uses on the site need to be determined. Following a presentation on November 12, where the four possible redevelopment scenarios and relative cost comparisons were presented, the Vail Town Council instructed the design team to pursue Option “C”. Option C as originally proposed, included the following key considerations:

- A mix of one, two, three, and four bedroom homes.
- A combination of surface and structured parking within a podium beneath the buildings.
- Approximately 295,000 total gross square feet of building area
- A +/- $7.5M premium for structured parking spaces
- Up to five and six story tall buildings
- A total of +/- 200 homes and approximately 440 beds

The Vail Town Council needs to decide on programming and uses to advance the design process forward.

Since November 12, the development team has collaborated to prepare an updated and revised Option C plan for consideration. Drawing upon the key considerations from the original Option C plan, and the direction provided by the Vail Town Council, the revised plan proposes the following:

- Six buildings total
- 224 total homes (estimated occupancy = +/- 546 residents)
    - 44 1 bd
    - 128 2 bd
    - 36 3 bd
    - 16 4 bd
- 472 total bedrooms
- 271 combined surface and structured parking spaces
- Estimated total budget of $112.6M

The budget summary was prepared based upon the revised program. While still too early in the process to accurately determine a final development cost, the budget summary provides an estimated cost. Staff recommends engaging a third-party construction estimator for additional probable cost estimating services to advise the Town and aid in the determination of development cost. As such, the Town of Vail will own the work product prepared and can use the financial information provided in structuring a future development deal.

Development deal

A development partner in Triumph Development West has been selected by prior agreement of the Vail Town Council. A final deal structure with Triumph has yet to be determined and requires further clarifications and negotiations. The Vail Town Council will need to articulate their expectations of a deal structure and negotiate a development agreement with Triumph Development West. Based upon prior communications between the parties, a development deal will be discussed after the programming and uses are determined and directed by the Vail Town Council.

The development deal structure has yet to be discussed at length. However, there are several deal points that are generally understood at this time, based upon previously stated expectations of the partners. They are to include:

- The Town of Vail will retain fee title ownership interest in the land.
- Developer will be subject to a ground lease with terms and conditions to be determined.
- Developer will own and operate the vertical building improvements, subject to the terms of the ground lease.

- The Town of Vail will assume ownership of the vertical building improvements upon expiration/termination of the ground lease.
- The Town of Vail and Developer will be co-applicants in the development review and entitlement process.
- Developer shall secure the financing needed to complete the redevelopment project.
- 100% of the homes on the site shall be deed-restricted for resident-occupancy.
- Rental rates and tenant lease terms shall be established with mutual acceptance of the Town of Vail.
- Construction shall begin no later than May 1, 2024 with a completion date of no later than January 1, 2026.

The Town of Vail has a track record of successfully negotiating development deals with private sector developers. The most successful negotiations have several factors in common and they include:

- Clearly articulating the expectations of the development early in the negotiations
- Understanding that the best development deals are the result of collaboration and partnership
- Negotiating in good faith and with respect for the partnership
- Acknowledging that time is money and time kills all deals,,,time is of the essence.

To that end, based upon prior successes, staff recommends forming a Timber Ridge Redevelopment Committee. One of the benefits in doing so is that the Committee can be more flexible, effective, and productive than a larger decision-making group process, especially when getting into the details. The role of the Committee would be to meet as needed to continue advancing the development deal. The Committee, however, is not intended to replace the final decision-making authority of the Vail Council or impede the transparency of the public meeting process. All final decisions shall lie with the seven town council members with all decision making taking place in a public meeting forum. Members of the committee would be self-selected by the Vail Town Council (2 max.), staff members assigned by the Town Manager, and representatives of the Developer.

Displacement and relocation

Nearly 250 Vail residents currently reside in the Timber Ridge Village Apartments. Of those residents, approximately 126 residents are subject to an individual tenant lease and an additional 120 residents are subject to master lease agreements. A strategic plan for the displacement and relocation of residents during redevelopment has yet to be finalized. The Residences at Main Vail is likely to accommodate a portion, though not all the displaced residents. The maximum occupancy at the Residences at Main Vail is approximately 155 persons (assuming 1.75 persons/one bedroom & 2.25 persons per two bedroom). Factors such as existing vs. proposed cost of leases, home sizes, master leases, parking spaces, existing deficit of housing, etc. are realities that are likely to complicate the efforts to fully address displacement and relocation. The Vail Town Council will need to adopt a strategic relocation and displacement plan for the

residents living at Timber Ridge. It would be irresponsible for the Town of Vail not to make reasonable accommodations for the Vail residents displaced by the redevelopment of the Timber Ridge Village Apartments.

On September 6, the Vail Town Council directed the town staff to organize an internal committee to explore and evaluate alternatives to minimize the negative impacts resulting from the temporary displacement of Timber Ridge residents and return to the Vail Town Council with options for consideration. The Vail Town Council acknowledged the beneficial role that the future residential development on West Middle Creek could play in solving this problem. To that end, a subdivision and rezoning applications have been submitted for review and approval. It is anticipated that the applications will be readied for a public hearing before the Vail Town Council on Tuesday, December 20, 2022, and, if approved, adopted in January of 2023. The outcome of that review process is uncertain with no definitive timeline for development on the site.

A draft strategic relocation and displacement plan is in development. The draft plan relies heavily upon early notification of the imminent redevelopment of Timber Ridge, the use of the new Residences at Main Vail to absorb a portion of the displacement, the use of Timber Ridge during the 2023/2024 winter season for seasonal leases only, and preference granted to existing residents to minimize the impacts of the redevelopment.

With the final details yet to be resolved, the plan includes the following key considerations:

- All new leases at Timber Ridge shall include a provision for termination with a minimum 30-day written notice of the Town's intent to redevelop the property.
- Effective immediately, no new leases or renewals at Timber Ridge will be executed extending the lease term beyond August 1, 2023.
- Any new leases executed after August 1, 2023 shall expire and terminate on or before April 15, 2024. (Seasonal/month to month leases only)
- Current residents in good standing with leases extending to August 1, 2023 shall receive a leasing preference at the Residences at Main Vail.
- Current households with children below the age of 18 shall receive the highest leasing preference.
- The Residences at Main Vail are subject to a prohibition against master leases and only allow for leases with individual tenants.

Further relocation and displacement coordination and consideration is needed for the nearly 120 Timber Ridge residents currently subject to master lease agreements. The Town staff will reach out to the master lessees in an effort to communicate the pending displacement and help to minimize the impacts.

C. Direction and Decision Making

Discussion, direction, and decision making are needed in the following areas:

- What is the appropriate number of homes to be built on the site to ensure an adequate number of beds?

  For purposes of advancing the design, are 500 to 550 people (max.) residing on the site too few, too many, or in line with the Town's expectations of this redevelopment effort?

- What is the desired home type and home mix?

  With the program as proposed and estimated cost considerations in mind, is the home type and home mix of revised Option C in line with the Town's goals and objectives of the redevelopment of Timber Ridge?

  With direction from the Town Council, the development team will begin preparing updated development pro formas and additional cost considerations for the redevelopment of Timber Ridge and present the initial findings to the Vail Town Council. Further, with this information in hand, the Vail Town Council and the Developer can begin the next round of development deal negotiations.

- What is the most appropriate approach for minimizing the negative impacts of the short-term loss of homes?

  Does the Vail Town Council support the need for a demonstrated resident displacement and relocation plan? And, if so, is the draft plan as being developed, aligned with the expectations of the Town Council?

- What is the most effective approach to negotiating a development deal?

  Does the Vail Town Council support the formation of a Timber Ridge Redevelopment Committee as generally described in the memorandum above? In doing so, there is acknowledgement that all final decision making is the responsibility of the Vail Town Council.

SITE = 210,400 SF

1 BEDROOM UNITS = 44
2 BEDROOM UNITS = 128
3 BEDROOM UNITS = 36
4 BEDROOM UNITS = 16

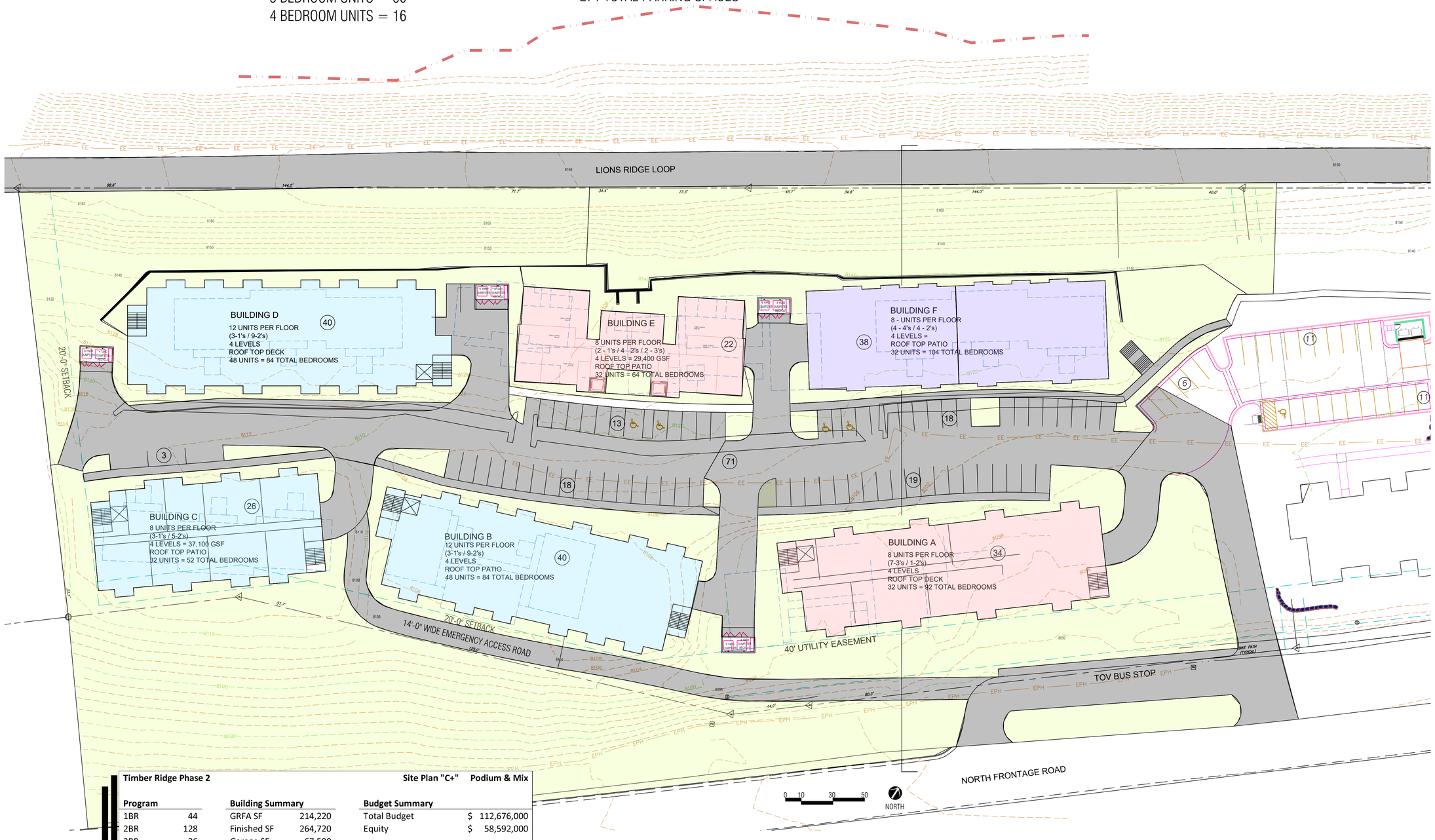
TIMBER RIDGE PHASE II

224 APARTMENT UNITS

200 PODIUM PARKING
71 SURFACE PARKING
271 TOTAL PARKING SPACES

472 BEDROOMS

SITE PLAN STUDY



Timber Ridge Phase 2				Site Plan "C+"	Podium & Mix
Program		**Building Summary**		**Budget Summary**	
1BR	44	GRFA SF	214,220	Total Budget	$ 112,676,000
2BR	128	Finished SF	264,720	Equity	$ 58,592,000
3BR	36	Garage SF	67,500		
4BR	16	Gross SF	332,220	Special Budget Items:	
Total	224			Demo	$ 1,867,000
				Excavation	$ 1,000,000
Bedrooms	472			Retaning Redo	$ 3,860,000
				Garage	$ 8,100,000
Parking	271			Steel Building Premium	$ -
Ratio	1.21			Total	$ 14,827,000

1 "C+" PODIUM (UNIT MIX) - SITE PLAN
1" = 30'-0"

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TIMBER RIDGE - PHASE II

VAIL, C0 81657

Revisions:

Sheet title: PROPOSED SITE PLAN

Stamp

Date: 12/01/2022
Project No:
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Checked by: MEF

Sheet C+1.0

SITE = 210,400 SF

1 BEDROOM UNITS = 44
2 BEDROOM UNITS = 128
3 BEDROOM UNITS = 36
4 BEDROOM UNITS = 16

TIMBER RIDGE PHASE II

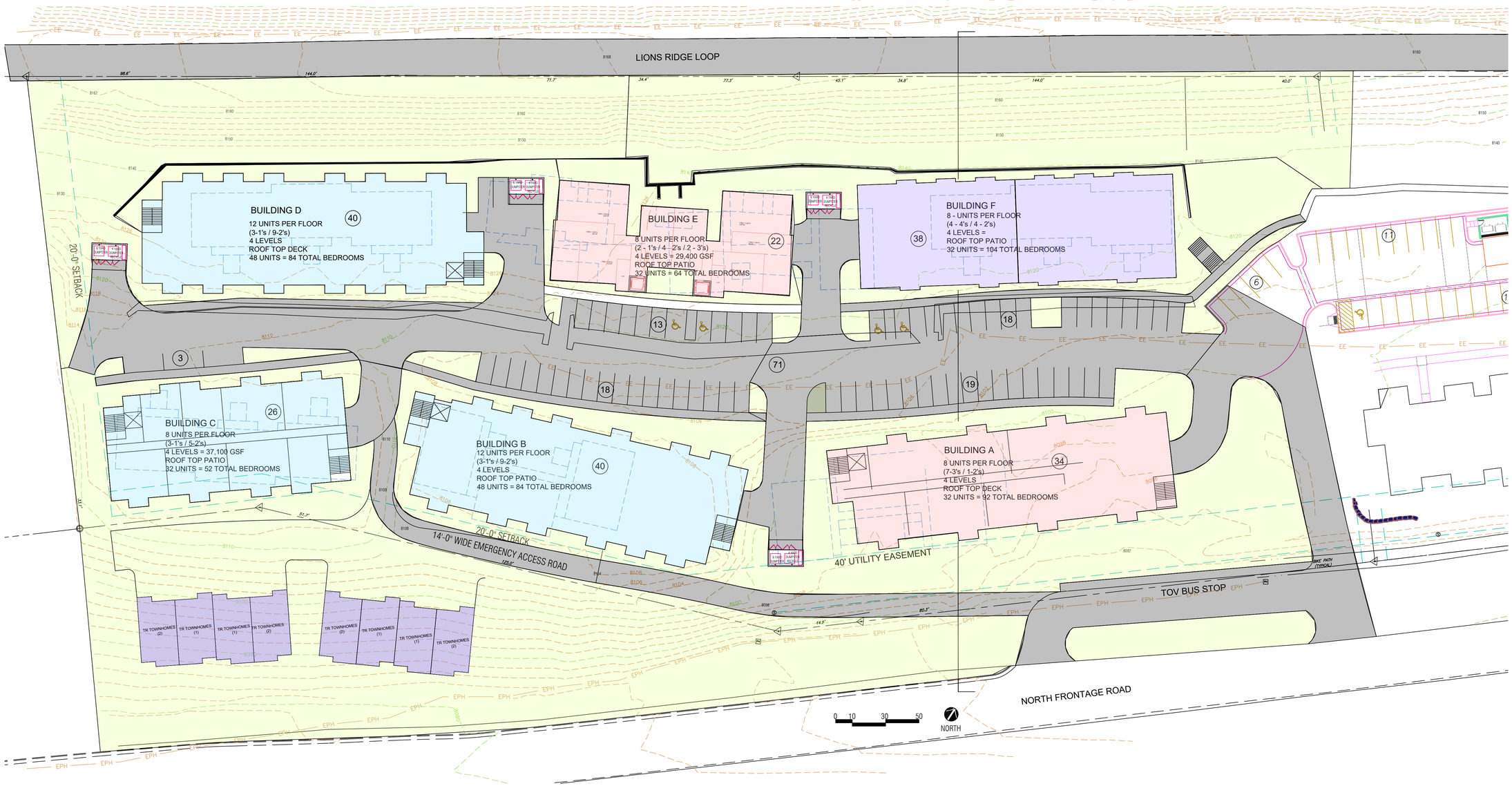
200 PODIUM PARKING
71 SURFACE PARKING
271 TOTAL PARKING SPACES

224 APARTMENT UNITS

472 BEDROOMS

SITE PLAN STUDY

8 TOWNHOMES - CHAMONIX
- 1 - (4) 2 BED / 2 BATH - 1400 SF PLUS GARAGE
- 2 - (4) 3 BED / 3 BATH - 1900 SF PLUS GARAGE



1 "C+.1" CDOT/ROW - TOWNHOME SITE PLAN

1" = 30'-0"

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Sheet C+1.1

SITE = 210,400 SF

1 BEDROOM UNITS = 56
2 BEDROOM UNITS = 96
3 BEDROOM UNITS = 40
4 BEDROOM UNITS = 16

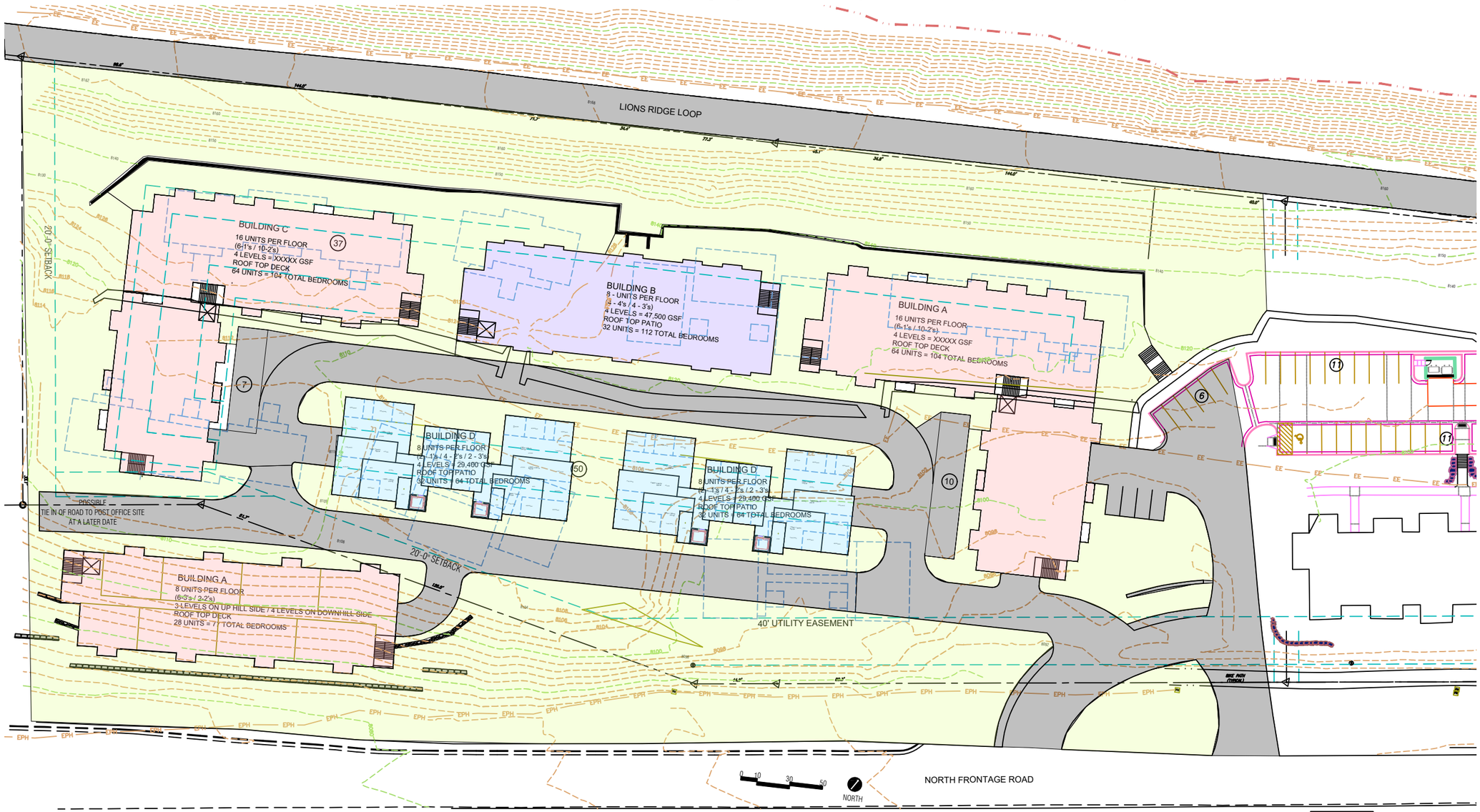
TIMBER RIDGE PHASE II

220 PODIUM PARKING
30 SURFACE PARKING
250 TOTAL PARKING SPACES

224 APARTMENT UNITS
448 BEDROOMS

SITE PLAN STUDY

ADDITIONAL APARTMENT BUILDING IN "CDOT ROW" — 256 APARTMENT UNITS



1 SITE PLAN - CDOT - ROW / ROW BUILDING

1" = 30'-0"

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Sheet F1.0

SITE = 210,400 SF

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224 APARTMENT UNITS
448 BEDROOMS

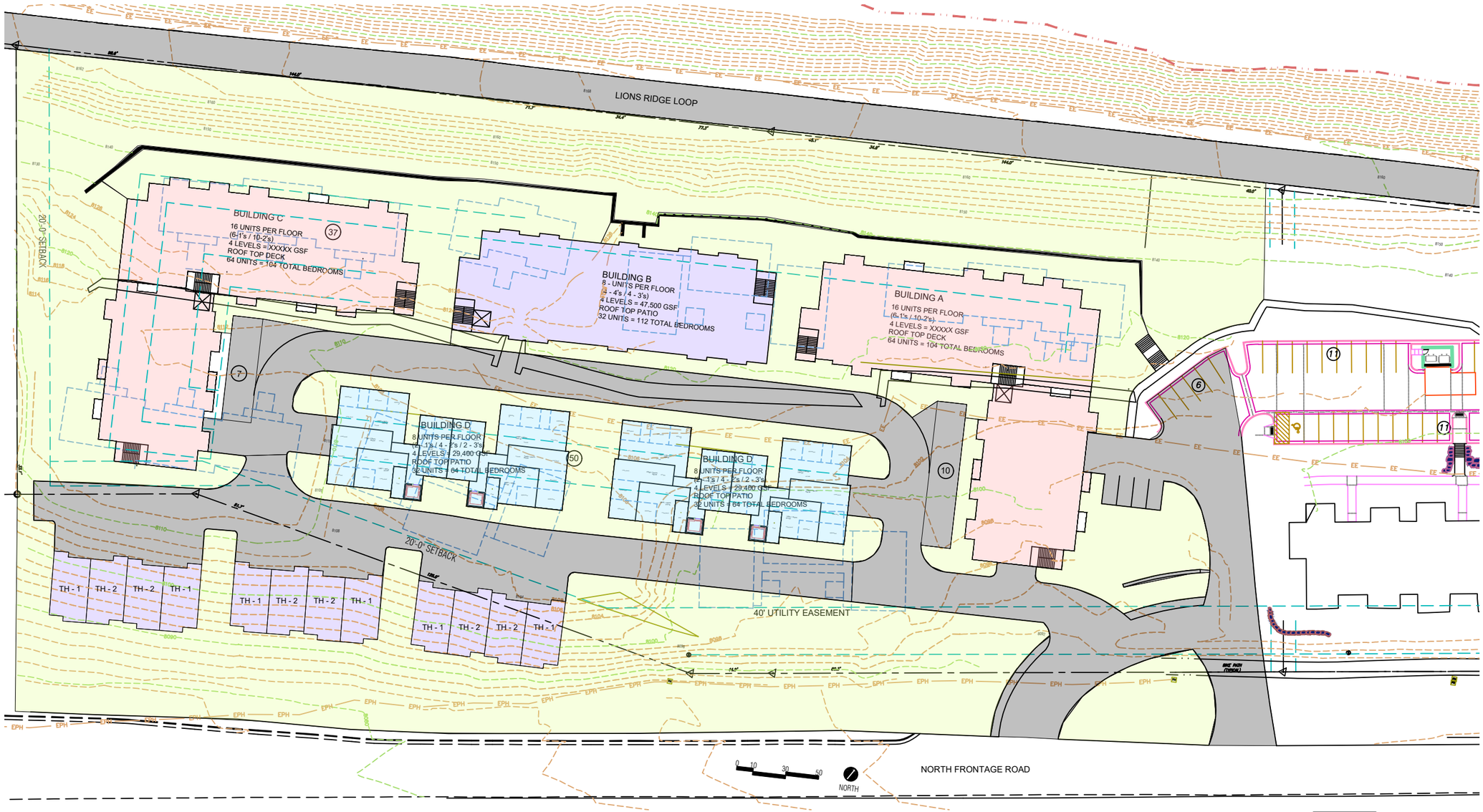
SITE PLAN STUDY

1 BEDROOM UNITS = 56
2 BEDROOM UNITS = 96
3 BEDROOM UNITS = 40
4 BEDROOM UNITS = 16

220 PODIUM PARKING
30 SURFACE PARKING
250 TOTAL PARKING SPACES

12 TOWNHOMES - "CHAMONIX"
1 - (6) 2BED / 2BATH /= 1400sf (GARAGE PLUS 2 DRIVEWAY SPACES)
2 - (6) 3BED / 3BATH = 1900sf (GARAGE PLUS 2 DRIVEWAY SPACES)

12 TOWNHOMES "FOR SALE - MARKET RATE"
- 1 - (6) 3BED / 3BATH /= 1990sf (GARAGE PLUS 2 DRIVEWAY
- 2 - (6) 4BED / 4 BATH = 2350sf (GARAGE PLUS 2 DRIVEWAY
W / ROOFTOP DECK



1 SITE PLAN - CDOT - ROW / TOWNHOMES
1" = 30'-0"

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8 UNITS PER FLOOR
(1-2's / 7-3's)
4 LEVELS = 49,520 GSF (INCLUDING DECKS)
ROOF TOP DECK
32 UNITS = 92 TOTAL BEDROOMS

BUILDING A - TYPICAL FLOOR PLAN

0 2' 6' 12'

1 BUILDING "A" TYPICAL PLANS

1/8" = 1'-0"

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Sheet **AA2.0**



8 UNITS PER FLOOR
(3-1's / 5-2's)
4 LEVELS = 37,520 GSF (INCLUDING DECKS)
ROOF TOP DECK
32 UNITS = 52 TOTAL BEDROOMS

BUILDING C - TYPICAL FLOOR PLAN

0 2' 6' 12'

1 **BUILDING "C" TYPICAL PLANS**
1/8" = 1'-0"

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Sheet **AC2.0**



12 UNITS PER FLOOR
(3-1's / 9-2's)
4 LEVELS = 50,340 GSF (INCLUDING DECKS)
ROOF TOP DECK
48 UNITS = 84 TOTAL BEDROOMS

BUILDING D - TYPICAL FLOOR PLAN

0 2' 6' 12'

1 BUILDING "B" TYPICAL PLANS

1/8" = 1'-0"

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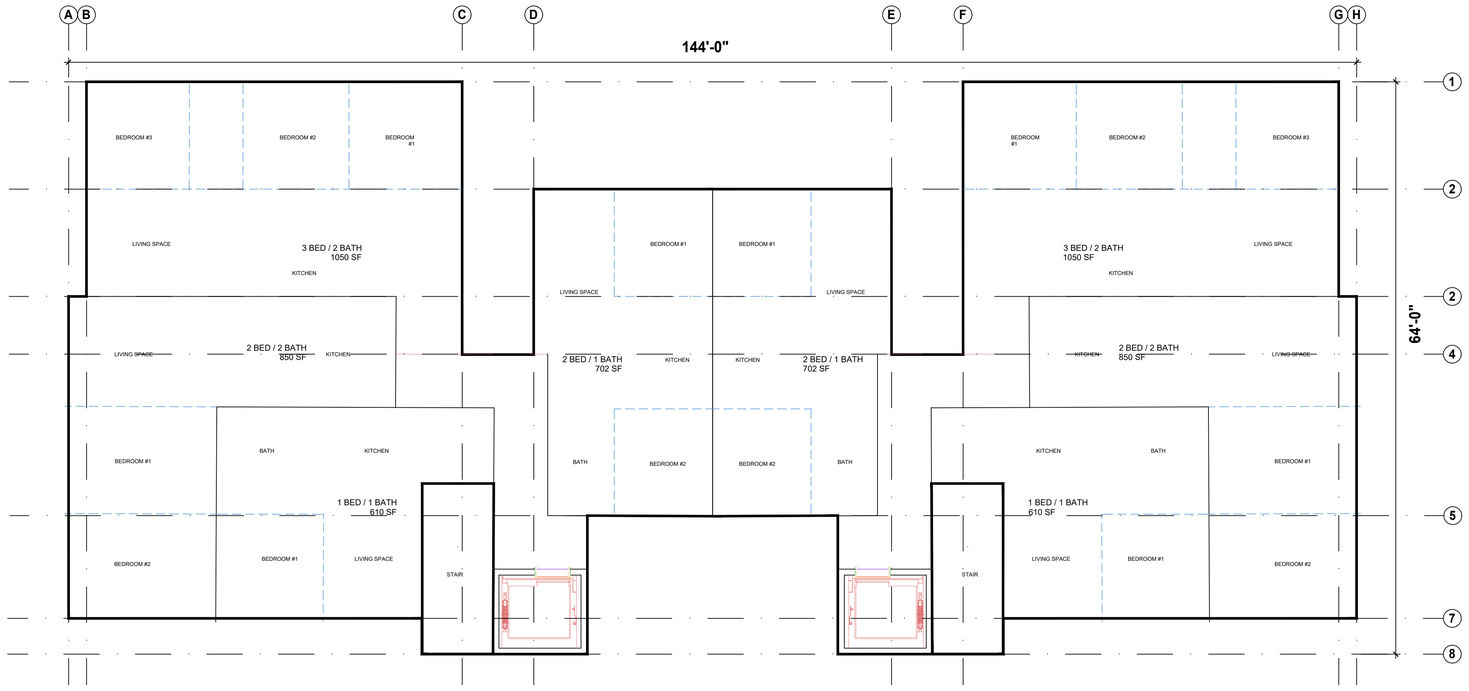
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Sheet AD2.0



BUILDING E - MAIN LEVEL FLOOR PLAN

0 2' 6' 12'

8 - UNITS MAIN LEVEL
(2 - 1's / 4 - 2's / 2 - 3's)
4 LEVELS = 29,600 GSF
ROOF TOP PATIO
32 UNITS = 64 TOTAL BEDROOMS

1 BUILDING "F" MAIN LEVEL PLAN

1/8" = 1'-0"

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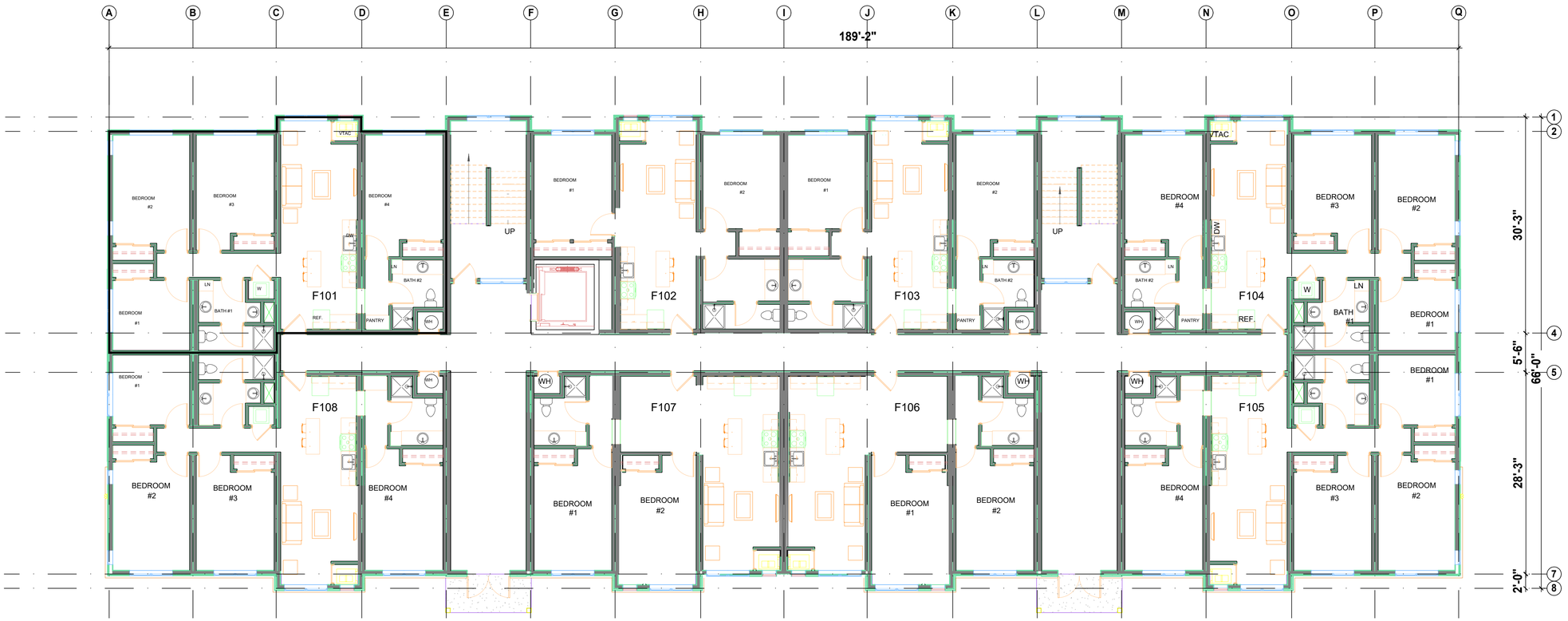
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Sheet **AE2.0**



8 - UNITS MAIN LEVEL
(4 - 4's / 4 - 2's)
4 LEVELS = 48,000 GSF
ROOF TOP PATIO
32 UNITS = 102 TOTAL BEDROOMS

BUILDING F - MAIN LEVEL FLOOR PLAN

0 2' 6' 12'

1 BUILDING "F" MAIN LEVEL PLAN

1/8" = 1'-0"

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8 - UNITS 2/3/4 LEVELS
(4 - 4's / 4 - 3's) PER FLOOR
4 LEVELS = 48,000 GSF
ROOF TOP PATIO
32 UNITS = 102 TOTAL BEDROOMS

BUILDING F - 2/3/4 LEVEL FLOOR PLANS

0 2' 6' 12'

1 **BUILDING "F" 2/3/4 LEVEL PLANS**
1/8" = 1'-0"

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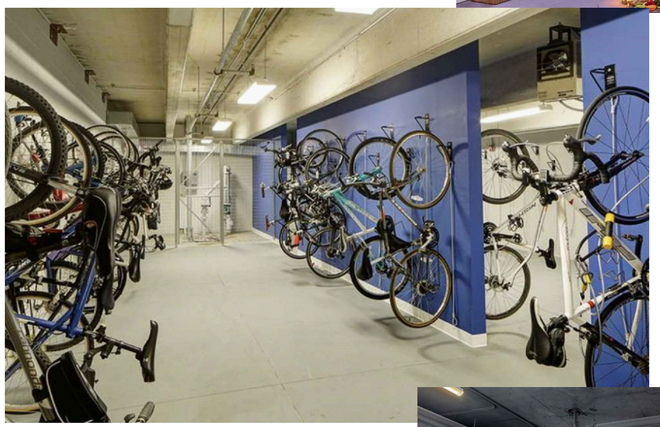
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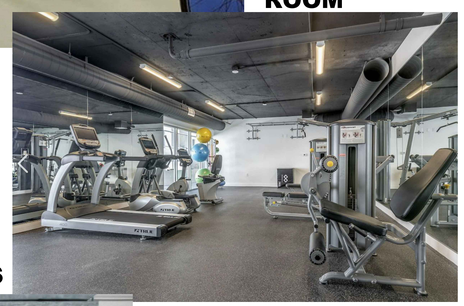
ROOF TOP DECK



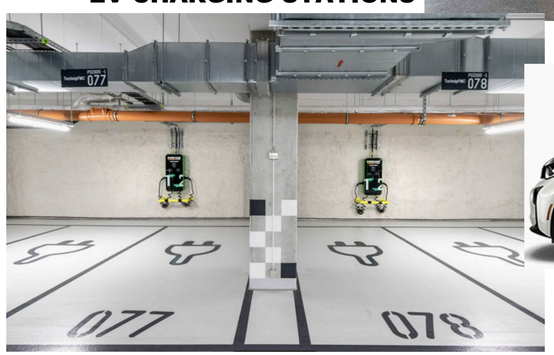


BIKE STORAGE

WORK OUT ROOM

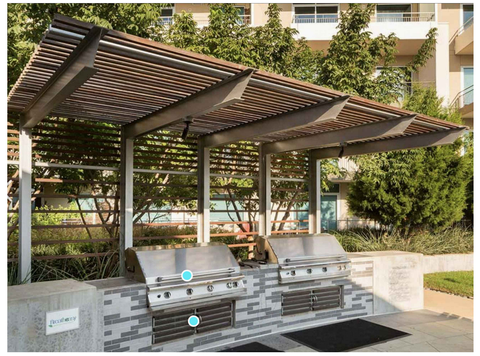


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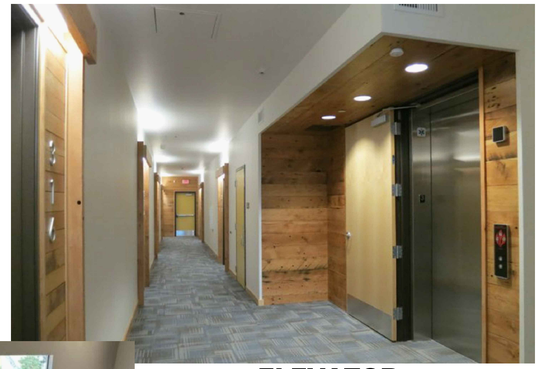




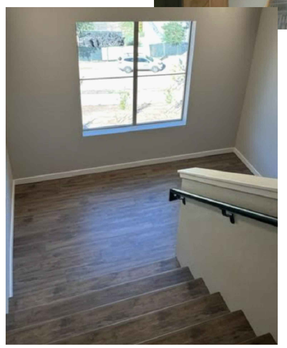
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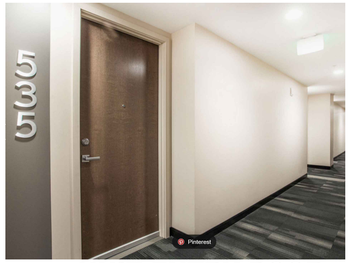
GATHERING SPACES



ELEVATOR



TYPICAL STAIR



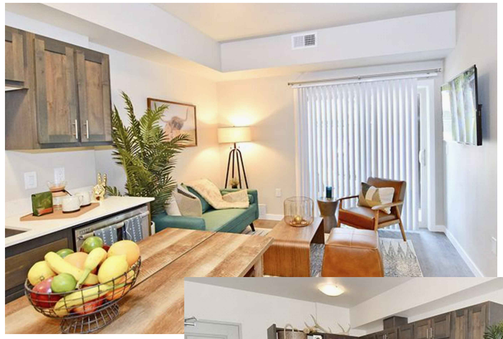
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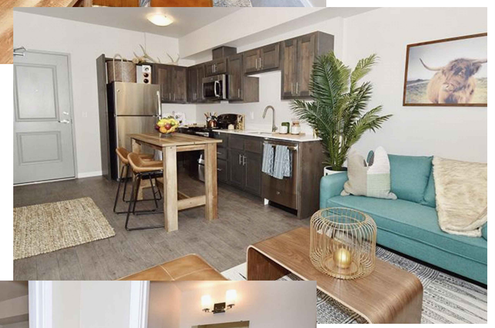


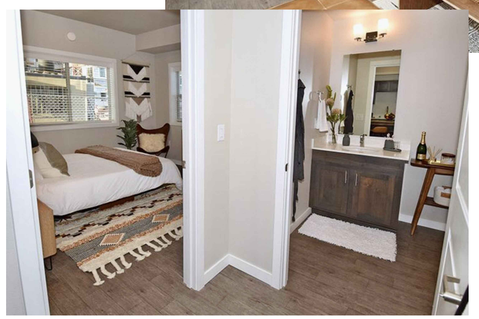
COMMUNITY ROOM



MASSING STUDIES







TYPICAL UNIT FINISH

1 DESIGN IMAGES

TRIUMPH DEVELOPMENT

TOWN OF VAIL

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TIMBER RIDGE - PHASE II

VAIL, C0 81657

TRIUMPH DEVELOPMENT WEST
105 Edwards Village Blvd
#C201
Edwards CO 81632
P.O.Box 2444
www.triumphdev.com

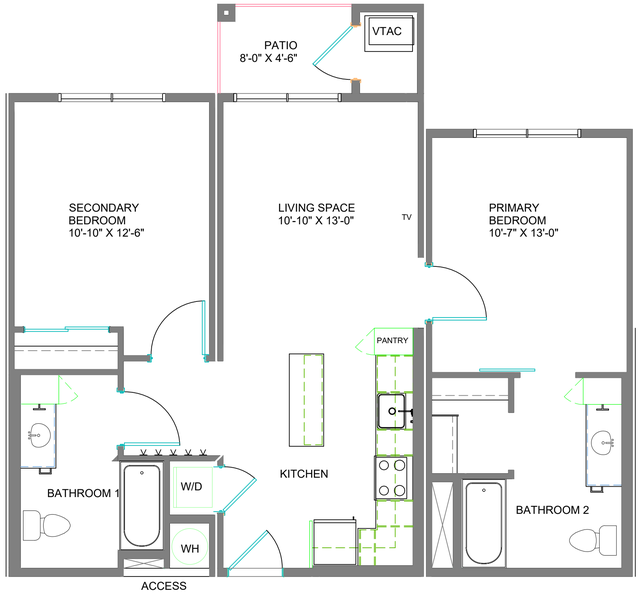
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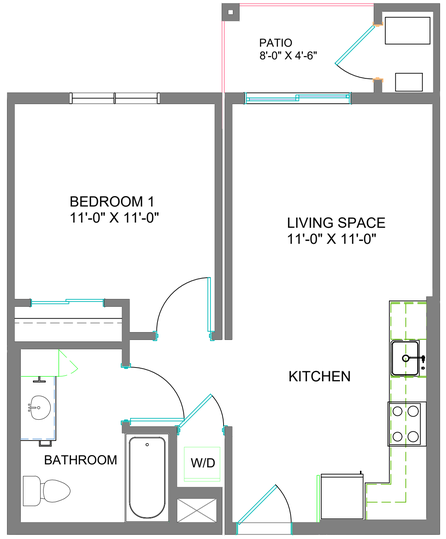
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Project No:
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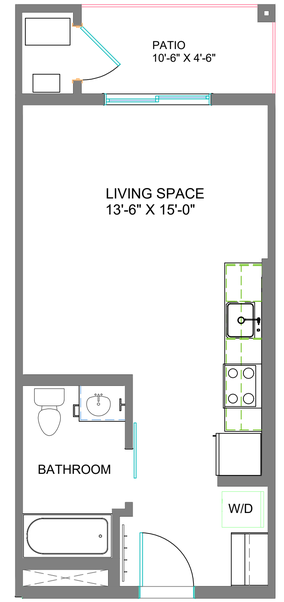
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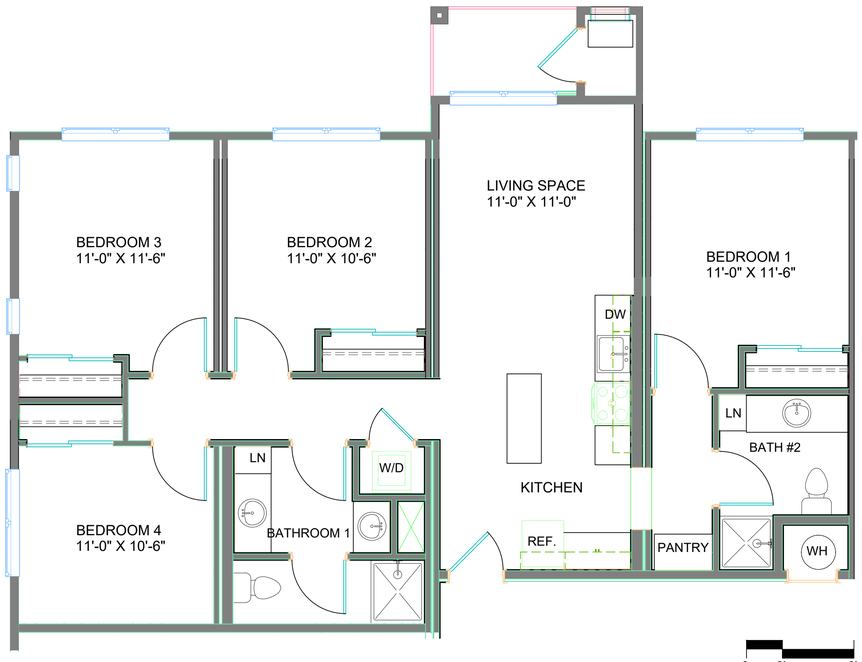
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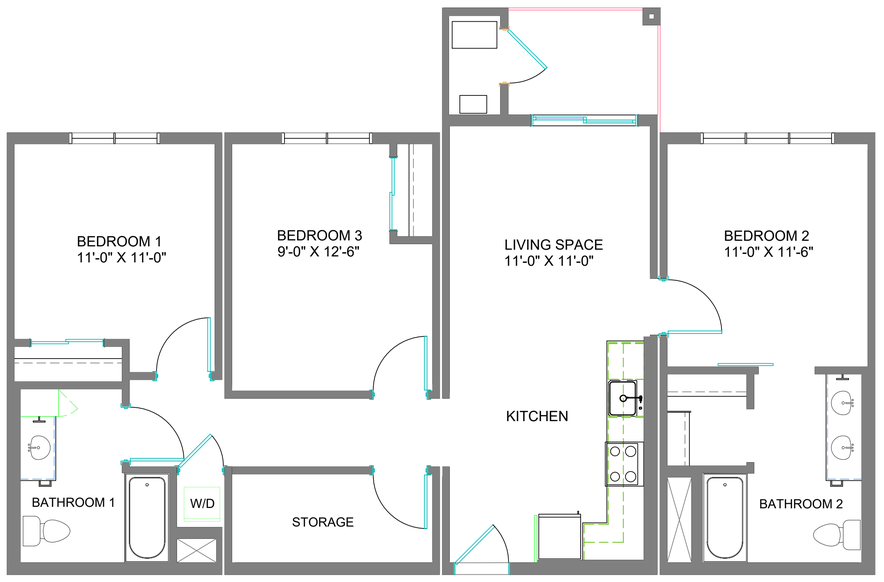
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"E" - 4 BEDROOM UNIT
1425 SF

0 2' 6'



"D" - 3 BEDROOM UNIT
1300 SF

0 2' 6'

1 SCHEMATIC UNIT PLANS
1/4" = 1'-0"

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Revisions:

Sheet title: SCHEMATIC UNIT PLANS

Stamp

Date: 11/30/2022
Project No:
Drawn by: MEF
Checked by: MEF

Sheet A8.0

AGENDA ITEM NO. 7.1

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
TIME:	15 min.
SUBMITTED BY:	Greg Hall, Public Works
ITEM TYPE:	Action Items
AGENDA SECTION:	**Action Items**
SUBJECT:	**Resolution No. 57, Series of 2022, A Resolution Concerning Appointments to the Eagle Valley Transportation Authority Board**
SUGGESTED ACTION:	Appoint _____ as the Town of Vail Regional Transit Authority representative. Appoint _____ as the Town of Vail Regional Transit Authority alternate representative.
PRESENTER(S):	Greg Hall, Public Works and Transportation Director

ATTACHMENTS:
221206 RTA Board.pdf
Res. 57 RTA Board Designation.pdf
IGA Eagle Valley Transportation Authority (Execution Version- Combined with Exhibits.pdf

TOWN OF VAIL

Memorandum

TO: Vail Town Council

FROM: Town Manager's Office

DATE: December 6, 2022

SUBJECT: Resolution No. 55, Series 2022: Board appointments for the Eagle Valley Transportation Authority

I. SUMMARY

Resolution No. 55, Series 2022 will appoint a council member to serve as a board member for the EVTA and also to appoint an alternate representative for the Town of Vail.

II. BACKGROUND

On May 17, 2022, Vail Town Council approved an Intergovernmental Agreement (IGA) to participate in the Eagle Valley Transportation Authority (EVTA) should the formation of the EVTA be approved by voters in November.

In November 2022, voters in Vail, Avon, Eagle, Minturn, Red Cliff, Eagle County and Beaver Creek Metro District approved the formation of the Eagle Valley Transportation Authority and approved a 0.5% sales tax dedicated to the EVTA to enhance, expand and improve regional transportation. Planned improvements include expanding transit service express routes, and transportation options across the Eagle Valley; enhancing connections between Gypsum and Eagle and other communities; enhancing air service and improving access at Eagle County Airport; providing a fare-free transit zone from Edwards to Vail, including Avon, Beaver Creek, Minturn and Eagle-Vail; and reducing environmental impacts from transportation.

II. DISCUSSION

As a part of the IGA forming the EVTA, Vail Town Council must appoint a board member and an alternate to represent the Town of Vail. Please see the attached IGA and Resolution No. 55, Series 2022 for reference.

The first board meeting will be held on December 16th, from 9:00 – 10:30am at Avon Town Council Chambers

II. ACTION REQUESTED OF COUNCIL

Staff requests that Town Council appoint a board member and alternate for the newly-formed Regional Transportation Authority to represent the Town of Vail. The appointed members will be named in Resolution No. 55, Series 2022 upon passing.

RESOLUTION NO. 57
SERIES OF 2022

A RESOLUTION CONCERNING APPOINTMENTS TO THE EAGLE VALLEY TRANSPORTATION AUTHORITY BOARD

WHEREAS, pursuant to Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended, the Eagle Valley Transportation Authority ("Authority) was formed on November 9, 2022 by an Intergovernmental Agreement including the Town of Vail;

WHEREAS, pursuant to Article 3 of the Intergovernmental Agreement, each Member of the Authority shall appoint a Director and an alternate Director to the Board of Directors;

WHEREAS, _____ has been appointed the voting Director of the Authority; and

WHEREAS, _____ has been appointed the alternate voting Director of the Authority.

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

Section 1. _____ is hereby appointed to the Eagle Valley Transportation Authority as Director to the Board of Directors of the Authority.

Section 2. _____ is hereby appointed to the Eagle Valley Transportation Authority as alternate Director to the Board of Directors of the Authority.

Section 3. Said terms shall begin with the first meeting of the Board of Directors and shall continue until either the date on which a successor is duly appointed or the date on which he or she ceases to be a member of the Town of Vail governing body.

Section 4. The foregoing appointments and designations do not constitute contractual obligations of the Town of Vail nor the Board, and the Town and the Board are not legally bound for the respective terms of appointments as specified herein below, the Town, by and through the Board, having the authority, in its sole discretion, to change, add, or abolish such appointments and designations and to fill vacancies as it sees fit.

Section 5. The board hereby finds, determines and declares that this Resolution is necessary for the public health, safety and welfare of the residents of the Town of Vail, State of Colorado.

INTRODUCED, READ, APPROVED AND ADOPTED this 6th day of December, 2022.

_____
Kim Langmaid, Mayor, Town of Vail

ATTEST:

_____
Stephanie Bibbens, Town Clerk

EAGLE COUNTY

EAGLE COUNTY

Agenda Item Details

Meeting	Jan 01, 2050 - *****Signature Workflow*****
Category	A. BoCC Signature
Subject	11. Execution of Eagle Valley Transportation Authority Intergovernmental Agreement
Access	Public
Type	Action
Preferred Date	Dec 06, 2022
Absolute Date	Dec 13, 2022
Recommended Action	Approve

Public Content

Prepared By: Tanya Allen

Department: ECO Transit

Executive Summary: Voters in 7 of 8 jurisdictions contemplating the formation of the Eagle Valley Transportation Authority approved the formation of the new Authority at the November 8, 2022 election. Each jurisdiction approved its signature on the IGA prior to referring it the ballot. We are now circulating a copy for execution by all jurisdictions that voted in via Docusign. Copies of each jurisdiction's approval resolution are attached.

Reviewing Attorney: Bryan Treu

- **BoCC signature?**: Yes

Approved as to form:

DocuSigned by:
782F1315A1E64A8...

Administrative Content

BCMD Resolution.pdf (2,676 KB)

Res 33-2022 RTA FINAL - Minturn.pdf (1,636 KB)

Resolution 5, Series 2022 - Red Cliff.PDF (147 KB)

Town of Avon Resolution No. 22-19 Ballot Question EVTA.pdf (6,342 KB)

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EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

by and among

BEAVER CREEK METROPOLITAN DISTRICT

TOWN OF AVON, COLORADO

EAGLE COUNTY, COLORADO

TOWN OF EAGLE, COLORADO

TOWN OF GYPSUM, COLORADO

TOWN OF MINTURN, COLORADO

TOWN OF RED CLIFF, COLORADO

and

TOWN OF VAIL, COLORADO

Dated as of September 1, 2022

Providing for the establishment of the "Eagle Valley Transportation Authority" as a Colorado Regional Transportation Authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

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EAGLE VALLEY TRANSPORTATION AUTHORITY

INTERGOVERNMENTAL AGREEMENT

THIS EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of September 1, 2022, by and among the **BEAVER CREEK METROPOLITAN DISTRICT**, the **TOWN OF AVON, COLORADO**; **EAGLE COUNTY, COLORADO**; the **TOWN OF EAGLE, COLORADO**; the **TOWN OF GYPSUM, COLORADO**; the **TOWN OF MINTURN, COLORADO**; the **TOWN OF RED CLIFF, COLORADO**; and the **TOWN OF VAIL, COLORADO** (together the "Initial Signatories").

RECITALS

WHEREAS, pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes, as amended (the "Act"), Colorado counties, municipalities, and special districts with street improvement, safety protection, or transportation powers, are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth therein, are authorized to finance, construct, operate and maintain regional transportation systems;

WHEREAS, pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so;

WHEREAS, the Initial Signatories are a Colorado county, a Colorado special district, and certain Colorado municipalities located within the boundaries of Eagle County that desire to form a regional transportation authority to serve the greater Eagle River Valley community pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating, and maintaining regional transportation systems;

WHEREAS, enhancing regional transportation services for Eagle County residents, businesses and visitors is a crucial step in meeting the communities' workforce, economic and climate goals, and regional transportation services support Eagle County socially and economically, helping employees get to work safely and visitors to enjoy their Eagle County experience;

WHEREAS, the signatories of this Agreement wish to work toward collaborative solutions that will increase transportation and transit options throughout the greater Eagle River Valley, as well as increase air connections to the Eagle River Valley;

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WHEREAS, extensive input from local businesses, employees, nonprofits and community members have made clear that the creation of a Regional Transportation Authority ("RTA") is a desirable way to plan, finance, implement and operate a more comprehensive regional transportation system that better meets the needs of communities;

WHEREAS, an RTA serving the greater Eagle River Valley is poised to improve transit service, increase ridership and efficiency across the valley's existing transit agencies, provide affordable or free transit to the valley's visitors and employee base, strengthen the connection between the valley's different communities, and advance local climate action goals by reducing car trips and increasing the use of low or zero emission public transportation; and

WHEREAS, transit services promote independent living for the elderly and the disabled by providing essential links to medical, social and other services, and the region recognizes the need to improve mobility options for all segments of the population;

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 602 of the Act: "Bond," "Construct," "Construction," "County," "Municipality," "Person," "Regional Transportation Activity Enterprise," "Regional Transportation System," and "State".

Section 1.02 Other Definitions. The following terms shall, when capitalized, have the following meanings:

"*Act*" is defined in the Recitals.

"*Advisory Committee*" means two or more persons appointed by the Board pursuant to Article 4 of this Agreement for the purpose of providing advice to the Board.

"*Agreement*" means this Eagle Valley Transportation Authority Intergovernmental Agreement, as amended from time to time in accordance with the terms contained herein.

"*Alternate Director*" means any person appointed as an Alternate Director pursuant to Section 3.03 of this Agreement.

"*Authority*" means the Eagle Valley Transportation Authority, a separate political subdivision of and body corporate of the State established pursuant to this Agreement as a regional transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

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"*Authority Sales Tax*" means a sales tax levied by the Authority in all or any designated portion of the Members in accordance with Section 605(1)(j)(1) of the Act.

"*Authorized Transportation Projects*" refers to the Regional Transportation Systems projects described in Appendix C of this Agreement, as such projects may be amended from time to time in accordance with Article 6 of this Agreement.

"*Ballot Question*" refers to any of the questions listed in Section 2.04(a)(i)-(viii) of this Agreement, and shall mean a "Ballot Issue," as defined in Title 1, Article 1, Part 104(2.3), Colorado Revised Statutes, as amended. The Ballot Question for each of the Initial Signatories are collectively referred to as the "Ballot Questions."

"*Board*" means the Board of Directors of the Authority.

"*Boundaries*" means the boundaries of the Authority illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement, as such Appendices may be amended from time-to-time in accordance with Article 12 of this Agreement.

"CDOT" means the Colorado Department of Transportation.

"*Director*" means any person appointed as a Director pursuant to Section 3.02 of this Agreement Whenever the person appointed as a Member's Director is absent from a Board meeting, the term "Director" shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 of this Agreement.

"*Division of Local Government*" means the Division of Local Government in the State Department of Local Affairs.

"*ECRTA*" means the Eagle County Regional Transit Authority (Fund 1151) which operates Eagle County's current ECO Transit public transportation service, and which is also referred to in this Agreement as "ECO Transit."

"*Election*" means the November 8, 2022, general election, at which the Ballot Questions seeking the voter approvals described in Section 2.04(a) of this Agreement are to be submitted by the Initial Signatories.

"*Governing Body*" means, when used with respect to a Member, the town council, board of trustees, board of commissioners, board of directors, or other legislative body, as appropriate, of such Member.

"*Initial Boundaries*" means the Boundaries of the Authority on the date the Authority is originally established pursuant to Article Section 2.03 of this Agreement, as such Initial Boundaries are illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement.

"*Initial Members*" means the Initial Signatories who become Members on the date on which the Authority is originally established pursuant to Section 2.05 of this Agreement.

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"*Initial Signatories*" means the county, special district, and municipalities that are signatories to this Agreement in its original form.

"*Intergovernmental Relations Statute*" is defined in the Recitals.

"*Member*" means (a) the Initial Members and (b) the State or any Municipality or County or special district that becomes a member of the Authority pursuant to Section 9.03 of this Agreement.

"*MOU*" means the Memorandum of Understanding Establishing a Regional Transit Authority Formation Committee entered into by and among the Initial Signatories for the purpose of researching and proposing the structure of an RTA to serve the greater Eagle River Valley community.

"*Officer*" means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

"*Regional Transportation Systems*" shall have the meaning given to it in Section 602(16) of the Act.

"*Transition Plan*" shall have the meaning given to it in Section 8.03(a) of this Agreement.

ARTICLE 2
ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

Section 2.01 Establishment. A regional transportation authority to be known as the "Eagle Valley Transportation Authority" shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by this Agreement among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

(a) each Initial Member (i) has held at least two public hearings on the subject of this Agreement in accordance with Section 603(3) of the Act; and (ii) has executed this Agreement, which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by Section 603(3) of the Act and that the Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement;

(b) this Agreement has been submitted for approval, and has been approved by, a majority of the registered electors residing within the boundaries of the Initial Members at the time of the Election who voted in the Election, which, for purposes of the Election, shall be determined based on the votes cast on the Ballot Questions approved by the registered electors voting on the Ballot Questions that approve the participation in the Authority; and

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(c) the Director of the Division of Local Government has issued a certificate pursuant to Section 603(1) of the Act stating that the Authority has been duly organized according to the laws of the State.

Section 2.02 Purpose. The purpose of the Authority is to plan, finance, implement, and operate an efficient, sustainable, and regional public multimodal transportation system at any location or locations within or without the Boundaries of the Authority, and exercise any or all other powers authorized by, and subject to compliance with, the Act.

Section 2.03 Boundaries. Subject to Section 2.05 and any amendment to reflect the outcome of the Ballot Questions, the Initial Boundaries of the Authority shall be as illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement. For any territory included or annexed in the boundaries of a Member, the Boundaries shall automatically be amended to include such territory that has been included or annexed into the boundaries of the Member (for taxation purposes, as if such territory was included in the Boundaries of the Authority because the territory is included in the boundaries of such Member).

Section 2.04 Voter Approval.

(a) The Initial Signatories agree to submit Ballot Questions seeking voter approval of the establishment of the Authority; the baseline funding of the Authority in accordance with Article 7 and the exemption of certain Authority revenues from the revenue limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") at the Election. Eight separate questions, which are hereafter referred to by the names indicated below and drafts of which are attached of this Agreement as Appendixes B-1 through B-8, shall be submitted to the registered electors residing within the following described areas within the boundaries of the Initial Signatories:

(i) the "Avon Question," a draft of which is attached hereto as Appendix B-1, shall be submitted to the electors of the Town of Avon;

(ii) the "Beaver Creek Question," a draft of which is attached hereto as Appendix B-2, shall be submitted to the electors of the Beaver Creek Metropolitan District;

(iii) the "Eagle Question," a draft of which is attached hereto as Appendix B-3, shall be submitted to the electors of the Town of Eagle;

(iv) the "Gypsum Question," a draft of which is attached hereto as Appendix B-4, shall be submitted to the electors of the Town of Gypsum;

(v) the "Minturn Question," a draft of which is attached hereto as Appendix B-5, shall be submitted to the electors of the Town of Minturn;

(vi) the "Red Cliff Question," a draft of which is attached hereto as Appendix B-6, shall be submitted to the electors of the Town of Red Cliff;

(vii) the "Vail Question," a draft of which is attached hereto as Appendix B-7, shall be submitted to the electors of the Town of Vail; and

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(viii) the "Unincorporated Eagle County Question," a draft of which is attached hereto as Appendix B-8, shall be submitted to the electors of the unincorporated area of Eagle County within the boundaries described in Appendix A-2, exclusive of electors residing in the municipalities and special district that are Initial Signatories of this Agreement.

(b) With the intent to put forth these measures as a coordinated election under the administration of the Eagle County Clerk and Recorder, the Governing Body of the Initial Signatory named in the title of each Ballot Question shall take all actions necessary to submit such Ballot Question to the appropriate registered electors at the Election. Each Ballot Question submitted to the registered electors shall be consistent with the terms of this Agreement and the corresponding draft Ballot Question attached in Appendices B-1 through B-8. The designated election official for a coordinated election shall be the Eagle County Clerk and Recorder.

(c) The costs of conducting the Election shall be payable by each Initial Signatory in the following proportions:

(i) 10.76% by the Town of Avon;

(ii) 0.87% by the Beaver Creek Metropolitan District;

(iii) 16.12% by the Town of Eagle;

(iv) 15.56% by the Town of Gypsum;

(v) 2.66% by the Town of Minturn;

(vi) 0.84% by the Town of Red Cliff;

(vii) 13.66% by the Town of Vail; and

(viii) and 39.53% by Eagle County.

Section 2.05 Initial Members.

(a) Subject to Section 2.05(b) of this Agreement, the Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the Ballot Questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to this Agreement:

(i) the Town of Avon will be an Initial Member if the Town of Avon electors approve the Avon Question;

(ii) the Beaver Creek Metropolitan District will be an Initial Member if the Beaver Creek Metropolitan District electors approve the Beaver Creek Question;

(iii) the Town of Eagle will be an Initial Member if the Town of Eagle electors approve the Eagle Question;

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(iv) the Town of Gypsum will be an Initial Member if the Town of Gypsum electors approve the Gypsum Question;

(v) the Town of Minturn will be an Initial Member if the Town of Minturn electors approve the Minturn Question;

(vi) the Town of Red Cliff will be an Initial Member if the Town of Red Cliff electors approve the Red Cliff Question;

(vii) the Town of Vail will be an Initial Member if the Town of Vail electors approve the Vail Question; and

(viii) Eagle County will be an Initial Member if the electors within the unincorporated area of Eagle County described in Section 2.04(a)(viii) approve the Unincorporated Eagle County Question.

(b) The Initial Signatories agree that in order for the Regional Transportation Systems to be efficiently and effectively provided within the Authority's service area, participation of each of the Town of Avon, the Beaver Creek Metropolitan District, Eagle County, and the Town of Vail, is essential. This Agreement will terminate automatically and be of no further force and effect if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question do not each approve their respective ballot questions at the Election.

ARTICLE 3
BOARD OF DIRECTORS

Section 3.01 Establishment and Powers. The Authority shall be governed by a Board of Directors as described in this Article 3. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority. Subject to the provisions of this Agreement, the Board may delegate or prescribe the performance of any of its powers to any Director, Officer, employee or agent of the Authority with sufficient direction to comply with the non-delegation doctrine.

Section 3.02 Directors. The Board shall be composed of one Director appointed by each Member.

Section 3.03 Alternate Directors. In addition to the Director appointed by it, each Member shall appoint an Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting, or in the event such Director has resigned or been removed and no replacement Director has been appointed.

Section 3.04 Appointment of Directors and Alternate Directors. As required by Section 603(2)(b)(1) of the Act, the Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member, and shall be appointed as a Director or Alternate Director by the Governing Body of such Member.

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Section 3.05 Terms of Office. The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

Section 3.06 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 3.07 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Sections 3.02 through 3.04 of this Agreement.

Section 3.08 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 3.09 Meetings, Notice. The Board shall annually establish times for regular meetings of the Board, which shall meet no less than quarterly. The Board may additionally call special meetings as it deems necessary or desirable. Meetings will be held at the location as may from time to time be designated by the Board. Public notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, Section 24-6-401 *et seq.*, Colorado Revised Statutes, as amended. Except in the case of special or emergency meetings where such advance notice is not practicable, the Authority shall provide at least 48 hours' advance notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.

Section 3.10 Resolutions, Quorum. All actions of the Board shall be by resolution, which may be written or oral, approved at a meeting that is open to the public according to the voting requirements set forth in Section 3.11. At least a quorum shall be necessary to take any Board action and at least two-thirds of all Directors then in office who are eligible to vote thereon will be required for action pursuant to Section 3.11(a). A quorum shall mean a number of Directors greater than half the total number of Directors then in office (which, if all Initial Signatories become Initial Members, will be five of the eight initial Directors). The Board may establish bylaws setting forth specific requirements for electronic participation by a Director in a meeting, including requirements for a Director participating electronically to be considered "present" for purposes of establishing a quorum and voting on agenda items, among other topics.

Section 3.11 Voting Requirements.

(a) Except as otherwise provided in subsection (b) of this Section and Article 12 of this Agreement, resolutions of the Board shall be adopted upon the affirmative vote of at least two-thirds of the Directors then in office who are eligible to vote thereon (which, if all Initial Signatories become Initial Members and no Director is ineligible to vote, will be six of the eight initial Directors).

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(b) Provided a quorum is present, the following actions shall be approved upon the affirmative vote of a majority of the Directors of the Board then present who are eligible to vote thereon:

(i) administrative approvals such as setting meeting locations and times and ministerial actions required for the Authority's compliance with applicable law;

(ii) approvals authorized by bylaws or rules previously approved by the Board;

(iii) approval of contracts for expenditures included in an annual budget previously approved by the Board;

(iv) approval of contracts for transportation services included in an annual budget previously approved by the Board;

(v) approval of contracts for the assumptions of existing facilities and transportation infrastructure, or the development of new facilities and transportation infrastructure, included in an annual budget previously approved by the Board; and

(vi) other actions that are reasonably incidental to prior Board approvals made under subsection (a) of this Section.

Section 3.12 Special Rules Regarding Adoption of the Authority's Annual Budget. Notwithstanding Section 3.10 of this Agreement, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.10 of this Agreement by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is so adopted, the Authority's budget for such year shall be the prior year's budget, with no new capital expenditures or adjustments to services to be provided until such time that a new annual budget is approved by the Board. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.15 of this Agreement.

Section 3.13 Director Conflicts of Interest. Notwithstanding any other provision of this Agreement, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with Sections 18-8-308 and 24-18-101 *et seq.*, Colorado Revised Statutes, as amended.

Section 3.14 Powers of the Board. The Board shall, subject to the limitations set forth of this Agreement, have (a) all powers that may be exercised by the board of directors of a regional transportation authority pursuant to the Act, including, but not limited to, the powers conferred by Sections 604(1) and (3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity that has been lawfully created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 3.15 Bylaws and Rules. The Board, acting by resolution adopted as provided for in Section 3.10 and Section 3.11 of this Agreement, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing,

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and procedures for the resolution of issues on which a two-thirds majority cannot be obtained in accordance with Section 3.11(a) of this Agreement.

Section 3.16 Additional Directors. If at any time there are four or fewer Members, then, notwithstanding any other provision of this Agreement, in order to comply with the provisions of Section 603(2)(b)(1) of the Act requiring at least five Directors, the Directors representing the remaining Members shall, by unanimous consent, appoint such additional Directors and Alternate Directors as are necessary for there to be five Directors, and may likewise remove such Directors and Alternative Directors by consensus of the Directors appointed directly by the Members. If such remaining Directors are unable to reach unanimous consent, each Member shall appoint a second Director, until the total number of Members exceeds five at which time each Member shall revert to appointing a sole Director.

Section 3.17 References. All references of this Agreement to the Director and Alternate Director of a Member shall be deemed to refer to the initial and the additional Director and Alternate Director, as appropriate, appointed by such Member.

ARTICLE 4
ADVISORY COMMITTEES

The Board may appoint, maintain, and/or disband one or more Advisory Committees at any time in order to advise the Board with respect to policy and service matters. Advisory Committees shall not be authorized to exercise any power of the Board.

ARTICLE 5
OFFICERS

Section 5.01 Generally. The Board shall appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be Directors. Other Officers may, but need not, be Directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All Officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article 5.

Section 5.02 Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for

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the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe.

Section 5.03 Vice Chair. The Vice Chair shall be the Officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

Section 5.04 Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal (if any), be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as arc appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.05 Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for ensuring the timely preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give or authorize receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall ensure that full and accurate records of the receipts and disbursements are maintained, and shall ensure that all moneys and other valuables are deposited in such depositories as shall be designated by the Board. The Treasurer shall ensure deposit and investment of all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of regional transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.06 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

Section 5.07 Resignation and Removal. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

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Section 5.08 Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article 5, the Board at any time may expand, limit or modify the authority, powers and duties of any Officer or employee.

Section 5.09 Vacancies. Vacancies in the office of any Officer or employee shall be filled in the same manner in which such office was originally filled.

Section 5.10 Compensation. The Authority shall determine and may compensate Officers and employees who are not Directors or Alternate Directors for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

ARTICLE 6
POWERS OF THE AUTHORITY

Section 6.01 General Grant of Powers. The Authority shall, subject to the limitations set forth in this Agreement, have (i) all of the powers granted to regional transportation authorities by the Act and (ii) all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 6.02 Specific Responsibilities. In addition to the general powers described in Section 6.01 of this Agreement, the Authority shall have the responsibilities described in this Section and shall have all powers necessary or convenient to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 of this Agreement.

(a) Regional Transportation Systems. The Authority shall coordinate and may operate and fund Regional Transportation Systems and provide such related services as are necessary in order to effect the Authorized Transportation Projects described in Appendix C, as may be amended from time to time in accordance with Article 12 of this Agreement.

(b) Regional Transportation Planning. The Authority shall engage in annual regional transportation planning to direct the implementation of Regional Transportation Systems, pursue local, state, or federal funding, and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.

(c) Regional Transportation Demand Management. The Authority shall develop plans, programs, and materials to support individuals and employers in their efforts to reduce single-occupancy vehicle trips and mitigate climate impacts in Eagle County, in coordination with local jurisdictions, CDOT, the Northwest Colorado Council of Governments, the I-70 Coalition, and other relevant organizations.

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(d) Enhance Local, State, and Federal Coordination.

(i) The Authority shall represent the Eagle Valley region with regard to state and federal legislation affecting available funding to support regional transit operations and with regard to legislation affecting operations.

(ii) The Authority shall coordinate with CDOT and federal governing agencies to enhance regional transit, including but not limited to, improvements to connections to the Authority area via Bustang and other statewide bus programs and increased air service to the Eagle County Regional airport.

(e) First-Last Mile Solutions. The Authority may study, design, financially support, and implement, with partnerships as appropriate, first and last mile improvements to enhance transit ridership, including but not limited to park and rides, pedestrian crossings, and regional innovative mobility programs such as regional e-bike sharing, on-demand microtransit, and community vanpools.

(f) Contract Transit Services.

(i) The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts.

(ii) The Authority will initially enter into contracts with Eagle County for the continuation of ECO Transit service during the ECRTA Transition Period (as set out more specifically in Article 8 below) and shall reasonably cooperate with Eagle County to provide for the continuation of employment for personnel currently employed by Eagle County in the provision of transit services within the Boundaries of the Authority during the ECRTA Transition Period, and on eventual transition to employment by the Authority, as further described in the Transition Plan (defined in Section 8.03).

(g) Local Service. The Authority may fund services that operate solely within the boundaries of a single Member (as distinguished from regional services) but, except as otherwise specifically provided in this Agreement, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority's service area.

(h) Transportation Related Infrastructure. The Authority may assume the maintenance of existing facilities and may develop new facilities, including but not limited to park-and-rides, transit stops, vehicle maintenance garages, other transit and rail infrastructure, trails, or other necessary infrastructure related to operations under the purview of the Authority.

(i) Planning, Construction, and Maintenance of Regional Trails and Pedestrian Infrastructure.

(i) The Authority shall provide planning and funding support for regional public trail maintenance, improvement, and construction, in cooperation with Members,

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advisory groups and other agencies, including but not limited to the U.S. Forest Service, the Bureau of Land Management, and CDOT. The Authority will place emphasis on multi-modal transportation-oriented trails that provide improved accessibility and connections between transit nodes, population centers, and communities.

(ii) The Authority may plan for transitioning the operations, maintenance, capital improvements, and funding required for Eagle County's ECO Trails partnership, including the Eagle Valley Trail, after completion of all currently planned sections and no sooner than December 31, 2024, all in accordance with the Transition Plan.

(j) Contract Air Services. The Authority may enter into contracts with commercial air service carriers for the provision of air services in the manner and subject to the terms of such contracts.

(k) Roadway Improvements. In recognition of the proposed EGE Airport Interchange's benefit to countywide transportation and its location as a potential future statewide multimodal transportation hub, the Authority shall provide financial support for the construction of an EGE Airport interchange, including the commitment of at least $12 million in funds, subject to appropriation and/or voter approval of other funding mechanisms therefor in the discretion of the Board of the Authority. Such funds are to be combined with local matching funds in support of the pursuit of state and federal grant funds. The Authority's contribution of such funds shall be conditioned upon the interchange sponsors first securing all other required funds for construction of the EGE Airport Interchange from available federal, state, and local funding sources, and the Gypsum Question first being approved by the electors of the Town of Gypsum. The Authority's role with regard to the EGE Airport Interchange would be limited to providing funds for construction as described in this Section.

Section 6.03 Limitations on Powers of the Authority. Notwithstanding Sections 6.01 and 6.02 of this Agreement, the powers of the Authority shall be limited as follows:

(a) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to Section 20(4)(h) of Article X of the State Constitution shall take effect unless first submitted to a vote in accordance with Section 612 of the Act;

(b) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County, Municipality or special district Member where the proposed tax or fee would be imposed in accordance with Section 613 of the Act; and

(c) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with Section 614 of the Act.

Section 6.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority shall, upon the request of the Governing Body of the jurisdiction impacted by the transportation improvement, in order to ensure coordinated transportation planning, efficient allocation of resources, and the equitable sharing of costs, enter into an

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intergovernmental agreement between the Authority and such jurisdiction concerning the applicable portion of the Regional Transportation System before commencing physical construction of that particular improvement.

ARTICLE 7
FUNDING THE AUTHORITY

Section 7.01 Baseline Funding. The baseline funding of the Authority shall be provided from the following sources:

(a) Initial Authority Sales Tax. Subject to Section 2.05(b) of this Agreement, in the event of and upon approval by the registered electors of the Ballot Question for such Member, a sales tax of one-half percent (0.5%) shall be imposed in all areas within the boundaries of such Member.

(b) Existing Eagle County 0.5% Transportation Sales Tax. Section 611(b) of the Act authorizes any county, municipality, or special district that is a Member to pledge any legally available funds to the Authority to assist in the financing, construction, operation, or maintenance of a regional transportation system by the Authority. Pursuant to this authorization, Eagle County shall pay to the Authority a proportion of the proceeds of the existing Eagle County 0.5% Transportation Sales Tax (the "Existing ECO Transit Tax"), previously authorized by the voters to finance, construct, operate or maintain a mass transportation system within Eagle County and currently allocated to ECRTA operations, that is accrued on and after January 1 of the year following the Effective Date of this Agreement, exclusive of all amounts collected in the areas of Eagle County that are within the boundaries of the Roaring Fork Transportation Authority. The proportion of the Existing ECO Transit Tax that is to be paid to the Authority shall be no less than 85% and no more than 90% of the total sum collected in Eagle County, in order to allow Eagle County to continue to meet its obligations to the ECO Trails program. To the extent required by law, the obligation of Eagle County to make such payments may be subject to annual appropriation by the Board of County Commissioners of Eagle County. The Authority shall apply revenues that it receives pursuant to this pledge solely for the financing, construction, operation, or maintenance of mass transportation systems within Eagle County, and such revenues shall not be used for air-service related purposes. The pledge of such revenues by Eagle County shall be a contribution of funds in support of services provided by the Authority and shall not be deemed to be a contract for the provision of mass transportation services.

Section 7.02 Discretionary Member Contributions. A Member may, at its sole discretion, offer to make cash contributions to the Authority, provide in-kind services to the Authority, or pay costs that otherwise would have been paid by the Authority (referred to as a "Discretionary Member Contribution"). If a Member offers to make a Discretionary Member Contribution, the Authority may, subject to Board approval on a case-by-case basis in its discretion, provide additional transportation services within the boundaries of such Member with a value, or grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equivalent to the Discretionary Member Contribution.

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Section 7.03 Pursuit of Grants. The Authority shall actively pursue grants to support its activities, including grants for offsetting operating and capital costs, long range planning and environmental review, and major capital improvements. The Authority shall also cooperate and assist Members in their pursuit of grants for transportation projects.

Section 7.04 Capital Projects and Bonds. The Authority may fund capital projects by the issuance of Authority Bonds pursuant to Section 609 of the Act if voter approval is obtained for the issuance of such Bonds as required by Section 612(2) of the Act; through lease-purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of, State and federal law; or through one or more agreements with one or more Members. Bond issuances by any Regional Transportation Enterprise formed by the Board pursuant to Section 606 of the Act do not require voter approval.

Section 7.05 No Implied Limits on Powers. Except as otherwise specifically provided, no provision of this Article 7 shall limit the Authority's powers under the Act.

ARTICLE 8
REORGANIZATION

Section 8.01 Reorganization Plan. The Authority and Eagle County will undertake best efforts to transfer all assets and liabilities of ECRTA that are to be transferred to the Authority in accordance with this Article 8 and the Transition Plan within a 24-month period from the date of the Election authorizing establishment of the Authority (the "ECRTA Transition Period.").

Section 8.02 ECRTA Transition Period. During the ECRTA Transition Period, the Authority will undertake the following:

(a) The Authority will assume responsibility for the services provided by ECRTA and will begin receipt of transfers of the operating revenues of ECRTA (as distinguished from the contributions to the Roaring Fork Transportation Authority by its members) from Eagle County no later than January 1 of the year following formation of the Authority in accordance with Section 7.01(b) of this Agreement and the Transition Plan; provided, however, that the Authority may not allocate such revenues to any purpose other than funding of services provided by ECRTA, including payments under any contract with Eagle County referred to herein for services of employees or other assets of ECTRA, in order to ensure continuity of ECO Transit services during the ECRTA Transition Period as the provision of such services, and the transfer of assets and liabilities, transition from Eagle County to the Authority over such period.

(b) For the purpose of continuity, the existing ECRTA Advisory Board shall be constituted as an Advisory Committee pursuant to Article 4 of this Agreement for the purpose of advising the Authority's initial Board with respect to the transition of ECRTA services throughout the ECRTA Transition Period. The Authority Board may add or remove members of the ECRTA Advisory Board as provided for in this Agreement.

(c) Either directly or by contract with Eagle County or others, the Authority shall use best efforts to:

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(i) maintain continuity of the existing ECO Transit regional transit services provided by ECRTA within the Authority Boundaries and to neighboring jurisdictions, without any significant changes in routes, schedules, or equipment, during the ECRTA Transition Period, except as provided for in the Transition Plan;

(ii) continue ongoing transportation planning efforts;

(iii) enter into or assume contracts for transit services ECRTA currently provides to other Eagle County departments or entities no later than the end of the ECRTA Transition Period; and

(iv) accommodate Member requests for additional or new local services on the same fully allocated cost basis used to determine the cost of Authority services throughout the Authority service area;

(d) The Authority will assist Eagle County to cause all relevant Eagle County assets, liabilities, personnel, contracts, and operations to be formally transferred and assigned to the Authority, and to enter into any required intergovernmental agreement, leases, or other contractual arrangements to enable such transfers or assignments, prior to the conclusion of the ECRTA Transition Period; and

(e) The ECRTA Transition Period will be deemed concluded when all issues set forth in the Transition Plan (defined in Section 8.03) have been addressed to the satisfaction of the Board and Eagle County.

Section 8.03 Transition Plan.

(a) The Authority and Eagle County shall use their best efforts to implement a "Transition Plan," substantially consistent with the framework set forth in the Transition Plan Framework attached hereto and incorporated herein as Appendix D, in order to implement the provisions of this Article 8. The Transition Plan will specify how merger issues, including those related to human resources, employee benefits, insurance, transfer of ECRTA assets, contractual relationships (e.g. with the Town of Vail and the Town of Avon), and matters concerning the allocation of operating and capital costs and resources will be resolved. The Transition Plan will be approved, and may be subsequently amended, by mutual agreement of the Authority and Eagle County, which approval and modifications shall not constitute an amendment to this Agreement and may be approved by the Authority Board as provided for under Section 3.11(a).

Section 8.04 Maintenance of Effort. It is the intent of Eagle County that the Authority continue to maintain countywide transit services following the completion of the Transition Period using the revenues generated by the Existing ECO Transit Tax. Any significant reduction to the geographic coverage of service or service standards, as compared to the services provided by ECO Transit during the Transition Period, shall require the prior consent of Eagle County.

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ARTICLE 9
MEMBERS

Section 9.01 Initial Members. The Initial Members shall be the Initial Signatories whose participation in the Authority is approved at the November 8, 2022, election as described in Section 2.05 of this Agreement.

Section 9.02 Withdrawal of Initial Members.

(a) Following establishment of the Authority, a Member may withdraw from the Authority only if the Member's withdrawal is approved at an election by a majority of the electors voting thereon.

(b) If a Member withdraws from the Authority pursuant to subsection (a) of this Section:

(i) the territory within the boundaries of such Member will be excluded from the Boundaries of the Authority;

(ii) subject to Section 9.02(c), the taxes relevant to that Member shall not be levied after the effective date of such withdrawal; and

(iii) the obligations of such Member set forth in this Agreement shall terminate.

(c) If a Member withdraws from the Authority while the Authority has any Bonds outstanding, it shall continue to levy taxes within its boundaries after the effective date of such withdrawal for the period such Bond obligations remain outstanding, or as provided for in the applicable financing documents.

(d) Members may only withdraw from the Authority in the manner, and subject to the conditions, set forth in this Section.

Section 9.03 Additional Members. Any county, municipality, or special district with street improvement, safety protection, or transportation powers, or a portion thereof, which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a "new Member") effective upon:

(a) the adoption of a resolution of the Board in accordance with Section 3.11(a) of this Agreement, the effectiveness of which may be conditioned upon compliance by such new Member with any conditions which the Board, in its sole discretion, sees fit to impose;

(b) unless the new Member is the State, approval of such new Member's participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and

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(c) compliance with any other conditions to the admission of such new Member as a Member or its execution of the amended Agreement imposed under the Act, the Intergovernmental Relations Statue or any other applicable law.

ARTICLE 10
TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

Section 10.01 Effective Date. The term of this Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 of this Agreement have been satisfied.

Section 10.02 Termination.

(a) The term of this Agreement shall end when all the then-current Members agree in writing to terminate this Agreement.

(b) This Agreement may not be terminated so long as the Authority has any Bonds outstanding.

Section 10.03 Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 10.02 of this Agreement, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of:

(a) the amount of cash and the value of property and services contributed by each such Member to the Authority pursuant to Article 7 and 8 of this Agreement minus the amount of cash and the value of property previously distributed to them by the Authority; and

(b) the total amount of Authority taxes or other charges (other than fares) paid by such Member's residents, during the period of time such party was a Member, to the Authority pursuant to the Authority's exercise of the powers granted to it pursuant to the Act, with taxes or other charges paid by residents of areas of counties that are also located within a municipality or special district allocated 100% to the municipality or special district for such purposes.

ARTICLE 11
DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES

Section 11.01 Authority Obligations. The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer, member of a Committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant

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to this Article 11 shall be limited to funds of the Authority available for such purpose, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of this Article 11 in the bylaws of the Authority.

ARTICLE 12
AMENDMENTS

Section 12.01 Amendments Generally. This Agreement, except as may be limited in this Article 12, may be amended only by a resolution approved by the Authority Board, which shall, before becoming effective, also be approved by a majority affirmative vote of the Governing Bodies of all Members minus one.

Section 12.02 Amendments to Boundaries. Except as provided in Section 2.03 of this Agreement, the Initial Boundaries illustrated in Appendix A-1 and described in Appendix A-2, may be amended in accordance with Section 12.01 of this Agreement and with the required approval of the registered voters of any county, municipality or unincorporated portion of a county proposed to be added to the territory of the Authority. For purposes of this Section, the boundaries may not include territory within the boundaries of a municipality that is not a Member without the consent of the governing body of such municipality, and may not include territory within the unincorporated boundaries of a county that is not a Member without the consent of the governing body of such county.

Section 12.03 Modification of Appendices B-1 through B-8. Notwithstanding any other provision of this Agreement, the Ballot Questions attached hereto as Appendix B-1 through B-8 may not be modified by the Governing Body of the Initial Signatory responsible for submitting such Ballot Question to the electors as provided in Section 2.04 of this Agreement.

ARTICLE 13
MISCELLANEOUS

Section 13.01 Adoption and Execution of Agreement in Accordance with Law. Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

Section 13.02 Parties in Interest. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon any Person other than the Initial Signatories and the Members any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Initial Signatories and the Members.

Section 13.03 No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant, or employee of any Member in his or her individual capacity.

Section 13.04 Notices. Except as otherwise provided in this Agreement, all notices, certificates, requests, requisitions, or other communications by the Authority, any Member, any Director, any

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Alternate Director, any Officer, or any member of a Committee to any other such person pursuant to this Agreement shall be in writing; shall be sufficiently given and shall be deemed given when actually received, in the case of the Authority and officers of the Authority, at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority; and, unless a certain number of days is specified, shall be given within a reasonable period of time.

Section 13.05 Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 13.06 Severability. If any clause, provision, subsection, Section, or Article of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section, or Article shall not affect any of the remaining provisions of this Agreement.

Section 13.07 Interpretation. Subject only to the express limitations set forth in this Agreement, this Agreement shall be liberally construed to permit**:**

(a) the Authority and the Members to exercise all powers that may be exercised by a regional transportation authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute;

(b) the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and

(c) the Board to exercise all powers that may be exercised by the board of directors of a regional transportation authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 13.08 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement. Venue for purposes of any litigation arising under this Agreement shall only be proper in the Eagle County District Court.

Section 13.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Counterparts may be executed either in original, facsimile, or electronic mail form, and each such facsimile or electronic mail signature shall have the efficacy of a signed original and may be used in lieu of the original for any purpose.

[Remainder of page left intentionally blank. Signature pages follow.]

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TOWN OF AVON

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF AVON, a municipal corporation

DocuSigned by:
Sarah Smith Hymes
3622F12BEE0846A...

Sarah Smith Hymes, Mayor

Date: 11/28/2022

ATTEST:

Miguel Jauregui, Town Clerk

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BEAVER CREEK METROPOLITAN DISTRICT

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

BEAVER CREEK METROPOLITAN DISTRICT

DocuSigned by:
David Eickholt
2283900A6127439...
David Eickholt, President

ATTEST:

Angela Kamby, Clerk

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

TOWN OF EAGLE

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF EAGLE

_____
Scott Turnipseed, Mayor

Date: _____

ATTEST:

_____
Jenny Rakow, Town Clerk

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TOWN OF GYPSUM

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN COUNCIL
TOWN OF GYPSUM, COLORADO

_____
Stephen M. Carver, Mayor

Date: _____

ATTEST:

_____
Becky Close, Town Clerk

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TOWN OF MINTURN

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF MINTURN

_____
Mayor, Earle Bidez

Date: _____

ATTEST:

DocuSigned by:
Jay Brunvard
5B217E71D9684EA...
Town Clerk, Jay Brunvard

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

TOWN OF RED CLIFF

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF RED CLIFF, COLORADO
BOARD OF TRUSTEES

_____
Duke Gerber, Mayor

Date: _____

ATTEST:

DocuSigned by:
Melissa Matthews
5399DEDBD5F415...
Melissa Matthews, Town Clerk

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

TOWN OF VAIL

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF VAIL

DocuSigned by:
Kim Langmaid
D1110CA467BA4CC...
Kim Langmaid, Mayor

Date: 11/28/2022

ATTEST:

DocuSigned by:
Stephanie Bibbens
6FD298CD63A1426...
Stephanie Bibbens, Town Clerk

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

EAGLE COUNTY

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

COUNTY OF EAGLE, STATE OF COLORADO
By and Through its BOARD OF COUNTY COMMISSIONERS

By:_____
Jeanne McQueeney
County Commissioners Chair

_____
Kathy Chandler-Henry
Commissioner

_____
Matt Scherr
Commissioner

ATTEST:

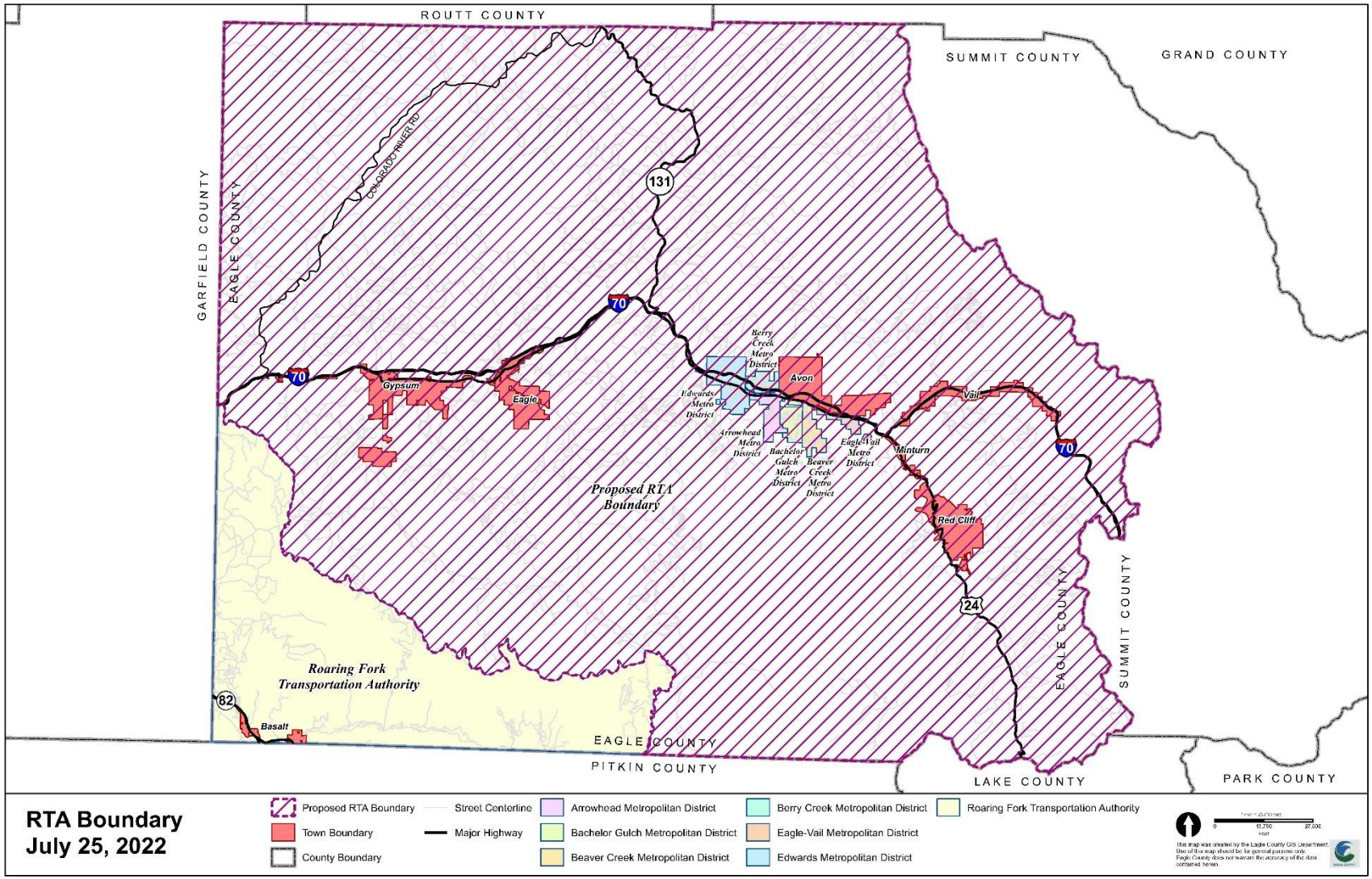
_____
Clerk to the Board of County Commissioners

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APPENDIX A-1

Authority Boundary Map

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APPENDIX A-2

Authority Boundary Description

The Initial Boundaries of the Authority shall consist of:

1. In accordance with Section 2.05(b) of the Agreement, if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question each approve their respective ballot questions:
    a. all territory within the Town of Avon and all territory subsequently annexed to the Town of Avon;
    b. all territory within the Beaver Creek Metropolitan District and all territory subsequently included into the boundaries of the Beaver Creek Metropolitan District;
    c. all territory within the Town of Vail and all territory subsequently annexed to the Town of Vail; and
    d. all territory within Eagle County, excluding:
        i. territory within the Town of Avon, the Beaver Creek Metropolitan District, the Town of Eagle, the Town of Gypsum, the Town of Minturn, the Town of Red Cliff, the Town of Vail; and
        ii. territory within the boundaries of the Roaring Fork Transportation Authority; and
2. Additionally, subject to Section 2.05(b) of the Agreement:
    a. if the Town of Eagle electors approve the Eagle Question, all territory within the Town of Eagle and all territory subsequently annexed to the Town of Eagle;
    b. if the Town of Gypsum electors approve the Gypsum Question, all territory within the Town of Gypsum and all territory subsequently annexed to the Town of Gypsum;
    c. if the Town of Minturn electors approve the Minturn Question, all territory within the Town of Minturn and all territory subsequently annexed to the Town of Minturn; and
    d. if the Town of Red Cliff electors approve the Red Cliff Question, all territory within the Town of Red Cliff and all territory subsequently annexed to the Town of Red Cliff.

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APPENDIX B-1

BALLOT ISSUE [2A] – TOWN OF AVON

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-2

BALLOT ISSUE [6A] – BEAVER CREEK METROPOLITAN DISTRICT

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

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- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-3

BALLOT ISSUE [2B] – TOWN OF EAGLE

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

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- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-4

BALLOT ISSUE [2C] – TOWN OF GYPSUM

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-5

BALLOT ISSUE [2D] – TOWN OF MINTURN

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

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- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-6

BALLOT ISSUE [2E] – TOWN OF RED CLIFF

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

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- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-7

BALLOT ISSUE [2F] – TOWN OF VAIL

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

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- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
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SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-8

BALLOT ISSUE [1B] – EAGLE COUNTY

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX C

Initial Service Goals

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

Eagle Valley Transportation Authority
Regional Transportation Service Goals

The newly established Eagle Valley Transportation Authority, ("Authority"), shall use reasonable efforts to achieve the following:

1. Assume Responsibility for Existing ECO Transit Service

The Authority shall assume responsibility for existing transit service as currently provided by the Eagle County Regional Transportation Authority, ("ECO Transit"), as of January 1 of the year following RTA formation, as further detailed in the Transition Plan.

Within 12 months of RTA formation, the Authority shall develop and implement a fare-free transit zone with expanded service, to include portions of Avon, Vail, Minturn and Beaver Creek, as a replacement for ECO's existing Vail/Beaver Creek Express service.

2. Increase Service on Current ECO Routes

The Authority shall begin planning for one or more of the following enhancements, to be introduced as soon as equipment, staffing, and facilities allow:

- Increased capacity and/or service frequency on Highway 6.
- Increased all-day service frequency on Valley Route, including additional daily connections to Doster.
- Increased service to/from Leadville.

3. Develop and Implement New Transit Routes

Develop and implement new transit service no later than December 31, 2024, to meet needs identified during the Authority formation process, including but not limited to:

1) Eagle-Gypsum Circulator
   Regular transit service connecting the Towns of Eagle and Gypsum that promotes increased circulation in/between these communities and provides efficient connection to other regional routes.
2) Limited Stop Express Service
   Additional rush hour express service targeting peak workforce commute hours.
3) Airport Express Service
   Additional service connecting Eagle County Airport to Avon, Beaver Creek, and Vail

In addition, the Authority may explore the feasibility of offering additional regional transit services as needs are identified in future Transit Development plans.

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4. Accelerate Conversion of Fleet and Facilities to Zero-Emission Operations

The Authority shall take the following steps toward zero-emission operations:

1) Conversion of ECO's existing Highway 6 bus service to a zero-emission platform, on a timeframe that evaluates available grant funds, anticipated increases in range and performance capacity of zero-emission buses, and allocation of available Authority funds to other expenditures which may increase ridership.

2) Development of zero-emission plans, timelines, and budgets for additional routes and facilities as outlined in an initial RTA Transit Development Plan, to be created following RTA formation.

5. Invest in Transit-Related Facilities and Infrastructure

The Authority shall allocate a portion of available revenues to upgrade existing facilities to support planned service expansion. In addition, funds will be set aside in a capital improvement fund to support fleet replacement and future construction of essential transit-related and transit-supportive facilities. Uses of these funds may include:

1) Expansion of the existing Swift Gulch or MSC facilities to support additional operations and/or dedicated staff housing.

2) Construction and/or expansion of additional facilities as identified in the initial Transit Development Plan (TDP).

6. Support Local Air Service

The Authority will pledge funding to support expanded year round air service for residents and visitors of Eagle County.

7. Regional Transportation System Planning

The Authority shall embark on a 5-year Transit Development Plan (TDP) as one of its first tasks upon formation. This plan should be completed within 12-18 months of the appointment of the initial Authority Executive Director.

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APPENDIX D

Transition Plan Framework

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Eagle Valley Transportation Authority Transition Plan Framework

Eagle County's pledge of a portion of the Countywide .5% Mass Transportation sales tax and transfer of associated assets is contingent upon the interim RTA Board and Eagle County mutually agreeing to a Transition Plan following voter approval of the RTA. Transfer of funding will require completion of specific required elements as outlined in that Transition Plan. This document outlines Eagle County's expectations regarding the minimum administrative, legal, accounting, and financial procedures that must be established by the RTA in order to transfer responsibility for the operation of current ECO Transit services.

Continuity of Service:

The RTA is expected to take on the responsibility for providing current ECO Transit service while simultaneously pursuing additional improvements and economies of scale with new funding generated by the RTA sales tax. A portion of Eagle County's existing 0.5% sales tax is expected to fund current ECO Transit service or its functional equivalent in terms of hours, frequency, and geographic coverage. This equates to target ECO Transit seasonal service levels during the Transition Period and beyond equivalent to at least 85% of the Winter 2021/2022 and Summer 2022 scheduled service hours below:

Route	Daily Service Hours - Winter Season	Daily Service Hours - Summer Season
Valley	75.4	69.79
Highway 6	132.12	107.33
Leadville	11.15	9.38
Minturn	13.5	10.5
Vail-BC Express	13.33	0
Total	245.5	197

Any significant reduction to the geographic coverage of service or service standards must be recommended by the RTA Board and approved by the Board of County Commissioners, unless a different arrangement is agreed to by both parties. This requirement applies to service that has traditionally been provided by ECO Transit only. Expansion, enhancement, or reduction of services initiated by the RTA remain the sole responsibility of the RTA Board. This service equivalency requirement does not preclude

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the reasonable restructuring or realignment of these routes in the future by the RTA, provided geographic coverage equivalent to the above routes is maintained and the impetus for specific route changes is to create operational efficiencies and leverage new economies of scale.

Phased Transition of Current Operations:

The RTA will assume responsibility for ECO Transit operations in several phases as the relevant administrative and management capacity can be developed. Transition of various aspects of ECO Transit operations to the RTA will not occur until specific administrative, financial, and legal requirements have been met. Full transition will require the transfer of revenue, assets, personnel, and existing contractual agreements, as well as the creation of new agreements and/or other mechanisms for providing legal, administrative, IT, financial, and other services that are currently provided by other County Departments. The cost of these services is partially reflected by the $600k/year administrative fee included in ECO Transit's annual budget, but actual costs for these services may differ depending on how the RTA chooses to staff or contract for these elements. A minimum of $750,000/year should be included in the initial RTA budget to compensate the County for administrative services that may continue to be performed on behalf of the RTA during the transition period.

Management of the transition process and ongoing RTA liaison activities will require one Eagle County FTE. This position will be expected to manage the revenue transfer process, any future contracts between the County and RTA, and coordinate ECG's ongoing County-specific involvement in transit/transportation issues County-wide.

Proposed transition phases include:

Phase 1: Administrative Establishment

As a new legal entity, the RTA will need to establish a minimum administrative structure before hiring permanent staff and assuming responsibility for current or future operations. Administrative establishment procedures will begin as soon as reasonably possible upon approval of the ballot measures.

Administrative establishment procedures will include:

- Establishing the RTA Board;
- Establishing a regular RTA Board meeting schedule and Board procedures;

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- Identifying and contracting an Interim Executive Director (ED) to facilitate the administrative start-up process;
- Contracting for Interim Legal Services;
- Identifying and staffing subcommittees, if desired, to assist with administrative tasks;
- Developing a proposed RTA start up budget; and
- Developing and issuing consultant/vendor RFPs to support the RTA during the Transition Period.

Phase 1 elements are expected to take up to 12 months.

Phase 2a: Further Development of Administrative Policies and Procedures

Once Board processes have been established and legal counsel is on board the interim ED will work with the board to establish additional administrative policies and procedures to allow for the hiring of permanent personnel, including a permanent Executive Director, and executing appropriate additional contracts and agreements for service.

Phase 2b: Transition of Revenues and Financial Operations

Transition of revenues and financial operations may begin once Phase 1 Administrative establishment procedures have been completed, but are expected to begin by January 1, 2024. Specific activities in this area should include:

- Establishment of an administrative mechanism for recurring transfers of the relevant portion of the County's existing 0.5% mass transportation sales tax to the RTA;
- Full transfer of all responsibilities related to on-board and advanced pass sale revenue collection, including accounting and auditing procedures;
- Full transfer of Accounts Payable and Accounts Receivable functions to RTA staff or contractors; and
- Establishment of appropriate permanent financial accounting and audit procedures.

Revenue Transfer:

Current ECO Transit operations are funded by a Countywide sales tax for mass transportation of 0.5%, along with fare sales and advertising revenues. A minimum of

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10% of this mass transportation tax is used to fund ECO Trails. Portions of this tax collected in the Roaring Fork Valley are used to pay Eagle County's RFTA transit/trails contributions.

Recurring Sales Tax Collections

Eagle County will retain a minimum of 10% to a maximum of 15% of the county mass transit tax annually to cover salaries, construction, maintenance and debt service payments related to the Eagle Valley Trail.

The current expectation is for Eagle County to operate and maintain the Eagle Valley Trail through completion of all remaining trail segments as identified in the Eagle Valley Trails Plan. Eagle County may transfer trail ownership and maintenance to the RTA, along with revenues that exceed the debt service payment obligations of Eagle County, after December 31, 2024, subject to with BoCC and RTA Board approval. Planning activities for this transition, if agreed, may occur during the Transition Period.

Eagle County will also continue to retain the portions of this tax currently allocated to RFTA for transit and trail activities in the Roaring Fork Valley portion of Eagle County. These funds will continue to be transferred to RFTA as has been done in the past.
During the transition period, funds transferred will be net of all transit-related costs including any costs related to administrative, maintenance, or operations activities the County continues to perform on behalf of the RTA, including salaries and benefits of ECO Transit personnel who are providing RTA services. At the conclusion of the transition period, funds transferred will continue to be net of any payments for leases or services Eagle County provides to the RTA under IGAs, leases, or other relevant agreements between the two entities.

Farebox and Pass Sales

The RTA will establish a separate contract for Financial and Accounting services as soon as possible, with the expectation this contract will be in place by December 31, 2023. Eagle County will continue to collect and process farebox revenues according to established procedures pending the completion of the Phase 1 Administrative Establishment procedures. The RTA will assume responsibilities as soon as possible but no later than December 31, 2024.

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Advertising Revenue

Any outstanding contracts for advertising that generate revenue will be terminated by Eagle County in accordance with the prevailing contract terms and renegotiated and reprocured by the RTA unless otherwise agreed between Eagle County and the RTA.

Current Account Balances and Other Accruals

ECO Transit Fund Balance
ECO Transit's existing fund balance will remain with Eagle County to be used for transportation purposes consistent with the provisions of the existing sales tax. Portions of this fund balance may be transferred to the RTA on a case-by-case basis to support capital investments by request of the RTA Board and with the approval of the Board of County Commissioners.

Accrued Interest
Any interest accrued on the ECO Transit Fund Balance will remain with the County and not be included in regular revenue transfers.

Interdepartmental Transfer Revenue
ECO Transit operates service on behalf of other County Departments (Healthy Aging, MIRA). These contracts and operations will be transferred to the RTA no later than December 31, 2024. All other annual service contracts will be renegotiated by the RTA at its discretion, with the expectation that the RTA will be fully responsible for all of these services by December 31, 2024.

Phase 3: Transfer of Rolling Stock and Facilities

Rolling Stock:

All vehicles titled to ECG will be transferred to the new entity and titled/insured by December 31, 2024. A list of current ECO Transit vehicles is included as Attachment A. This includes transfer of any grant liabilities or CDOT liens, which are also identified in Attachment A.

Vehicle ownership will be transferred on a rolling basis to allow for continuity of operations while required administrative processing takes place, beginning in April 2024, following the conclusion of the Winter season. A maximum of 10 vehicles will be pulled out of service at any given time to undergo administrative processing. As a vehicle is registered and returned to service, another vehicle will enter the transfer process. Vehicles will be

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transferred to the RTA as expeditiously as possible, with the expectation that all vehicles will be registered to the RTA and enter RTA service by the start of the Winter 2024 season in late November. The RTA and Eagle County will enter into appropriate agreements to allow for continued operations by the other party, as applicable, following the transfer of ownership, until the full transition of operations to the RTA is complete. It is expected that the operating party will responsible for all legal liabilities, provision of insurance, and similar requirements associated with vehicle operations.

Three Avon Transit vehicles will be transferred to the RTA on a no-cost basis, to serve routes previously operated by Avon Transit that are being incorporated into the RTA. If necessary, this transfer will include the transfer of all grant liabilities or CDOT liens. These vehicles will be transferred together at the conclusion of Avon's Winter 2023-2024 season.

No vehicles owned by Vail Transit or Beaver Creek Transit are currently expected to transfer to the RTA.

Any future vehicle transfers will be governed by terms set by the RTA and the relevant jurisdiction.

Transit Facilities:

ECO Transit currently operates out of multiple facilities. These include County-owned facilities such as the Maintenance Service Center (MSC) in Gypsum, the Leadville Bus Barn, bus shelters, and park and rides; Avon's Swift Gulch facility; and the Vail Transportation Center (VTC). Some of these facilities will be transferred to the RTA while others will continue to host operations and/or maintenance under new IGAs with mutually negotiated provisions.

County-owned Facilities

Gypsum MSC
ECO Transit occupies a portion of this County owned facility. Accommodations will be made over the short term for the RTA to continue operating out of this facility via an IGA or other appropriate lease/agreement. It is Eagle County's expectation that the terms of this facility use agreement will be equivalent to terms offered by Avon, Vail, or any other member jurisdiction that may house RTA facilities in the future.

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At the outset, the IGA will include all areas currently included in ECO Transit's existing space allocation, i.e. the bus barn/storage area, and ECO Transit staff offices in buildings A and B.

Note that this facility is on Airport owned land and is subject to FAA lease/operating terms. Lease rates will be calculated based on fair market value rates in the area. Lease terms will not exceed the maximum years allowed by FAA regulations.

Leadville Bus Barn
The County owns a bus barn in Leadville. ECO Transit currently bases two vehicles at this facility and rents remaining space to Summit Stage. The County will continue to own and maintain this facility, renting the currently occupied space to the RTA at cost. The County will continue to rent space to Summit Stage at its discretion.

Bus Shelters and Park and Rides
The RTA will assume responsibility for planning, construction, and maintenance of shelters and Park and Rides by December 31, 2024. Eagle County will retain ownership of all land and right of way, unless and until transferred to the RTA. All necessary easements shall be in place by December 31, 2024, and include appropriate liability insurance policies. A list of these assets is included in Attachment A.

Avon-owned Facilities

Avon Regional Transit Facility (Swift Gulch)
The Avon Regional Transit Facility was built just over 10 years ago with assistance of Federal TIGER grant funding. The facility was always envisioned to serve as the up-valley hub to support regional transit in addition to serving Avon's transit. Swift Gulch serves as a secondary base for vehicles storage and maintenance. It is anticipated that this facility will increase in importance as a mid-Valley operating base for the RTA.

Operations out of this facility are currently governed by an IGA. Under current terms, ECO Transit pays a per-bay fee plus a proportional share of Capital, Operations and Maintenance ("O&M"), and Asset Management costs. Capital and Asset Management charges are fixed for the term of the Agreement. O&M Costs are audited each year and subject to change upon written notice by the Town of Avon no later than June 1 of any given year, with any changes effective by January 1 of the succeeding year. Maintenance and fueling activities performed by Avon/Swift Gulch staff are charged an hourly rate plus materials at a 15% markup. ECO Transit currently rents 9 spaces under this agreement.

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Avon and the RTA will conclude a new IGA to take effect no later than January 1, 2024. The terms of the new IGA will, at a minimum, be similar to the terms of the existing IGA between Eagle County and the Town of Avon, included as Attachment B.

Going forward, Avon has begun a design process to construct a new Public Works facility with the intent to move all Operations, Engineering and Building and Facilities personnel and operations out of the Avon Regional Transit Facility. The target date for this move is 2025, after which the Avon Regional Transit Facility footprint could be expanded to support the RTA's regional transit operations. Avon has already begun seeking potential design and construction grants to expand the Avon Regional Transit Facility in anticipation of this future need.

Vail-owned Facilities

Vail Transportation Center

ECO Transit has an IGA with the Town of Vail for use of the Customer Service Booth and to operate out of the facility, included as Attachment C. This IGA will be renegotiated between the RTA and Town of Vail, with a new IGA to take effect no later than January 1, 2024. The terms of the new IGA will, at a minimum, be similar to the terms of the existing IGA between Eagle County and the Town of Vail.

The Town of Vail is currently developing plans to expand and upgrade the Vail Transportation Center facility into a full-scale mobility hub. This work includes the expansion of the capacity of the facility to handle the increased use for all transit providers including ECO/RTA as they expand, and to provide charging capabilities for electric transit vehicles as the fleets transition. This is the busiest stop in the entire ECO Transit system. This project is currently in the CDOT 10-year plan at a value of $15.0M and was the number one transit project in the Intermountain planning region. The town recently applied for a $1.5M Multimodal Options Fund (MMOF) expenditure which the town is providing half as a match and the MMOF Grant the other half to begin design work for this facility.

ECO Transit current operations benefit from operating out of this facility which provides heated waiting areas, bathrooms, as well as transit bays, and the Town of Vail has paid for all operations, maintenance and capital investments over the years. It is expected the RTA will continue to operate out of the facility on the same terms as ECO Transit's current use of the facility.

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Lionshead Transit Center
ECO Transit's current operations benefit from operating out of this facility which provides heated waiting areas, bathrooms, as well as transit bays and the town has paid for all operations, maintenance and capital investments over the years. It is expected the RTA would continue to operate out of the facility on the same terms as ECO Transit's current use of the facility.

Other Facilities

Lake Creek Village
ECO Transit operations at this facility are currently authorized under an encroachment license with the property owner. This encroachment license will be transferred to the RTA as soon as possible, but no later than December 31, 2024.

Phase 4: Transfer of Administrative Responsibilities and Personnel

During the transition period, the RTA will make specific decisions regarding the number of direct-hire staff needed and what, if any, administrative and technical functions may be contracted out. ECO Transit is only partially staffed with respect to these organizational functions and as a result pays an annual "administrative service fee" to the County for providing these services. This fee is based on a percentage of ECO's budget and varies from year to year, but it is generally around $600k. Contracts for functions that must be stood up independently such as Legal, Finance, and HR are expected to be executed during Phase 1 of the transition prior to any transfer of revenues or other responsibilities.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA, or other arrangements are made. All decisions regarding the transition of administrative personnel shall be made by January 1, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transfer period.

Administrative personnel will be eligible to be transitioned once Eagle County confirms adequate administrative and financial procedures are in place. Staff positions that may be impacted during an initial round of transitions are:

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Position	Associated FTE
ECO Transit Director	1
ECO Administrative and Customer Service Staff	4
ECO Transit Technology Staff	2
ECO Transit Planning Staff	1
Total Impacted FTE	8

Some specific considerations have already been identified with respect to Information Technology (IT) and the assumption of responsibility for State and Federal grant agreements. These are outlined below.

Specific Needs Related to Information Technology:

ECO Transit uses technology software and hardware that to a large extent are a part of the overall Eagle County IT ecosystem. The implementation of this technology ecosystem was never designed with any thought towards breaking off the ECO Transit components and operating them independently. Note that of the technology software and hardware specific to ECO Transit, much of it is legacy technology that is currently under review for both right-sizing and potential transition to a cloud-based model, whether or not RTA formation is successful.

Standing up a sustainable and independent technology function within 24 months of RTA formation may be impractical and cost prohibitive due to the lead time and resources necessary. RTA and Eagle County may determine to enter into an IGA for technology services until the RTA stands up its own capacity.

Some specific technology functions that should be addressed and related considerations include:

Backend Hardware: Server instances are highly virtualized and both server and storage hardware is shared across all departments. Actual individual hardware components involved are fairly minimal in number, with system redundancy considerations being a

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significant element of overall design. It would be difficult to separate single pieces of hardware from one another and still have acceptable system redundancy (for both Eagle County and / or the RTA). Provisions for shared access to this hardware should be included in a future IGA until the RTA no longer operates at the Gypsum MSC or makes other arrangements for servers/storage.

Backend Software: Eagle County IT provides ECO Transit with both Enterprise software that is common to all Eagle County departments, as well as Line of Business (LOB) software unique to ECO's specific operating needs. Regarding the Enterprise software (Financials, HR / Payroll, Office Productivity, etc.), the RTA should select and implement their own systems based upon perceived needs and costs. The RTA should begin the process of identifying and contracting vendors for this process during the Phase 1 Administrative Establishment period.

In general, LOB software can be transferred to the RTA. The main issue centers on the highly complex Clever Devices CleverWorks solution which forms the backbone of ECO's vehicle location, communication, and data collection systems. ECO Transit currently has a vision of replacing CleverWorks with a more fit for purpose system. Assuming the short term outlook for this application, it would likely not make sense to invest in the required technology hardware and personnel resources necessary to port this system over to the RTA. Arrangements should be made within the IGA for Eagle County IT to continue providing support to this function until a new software system is identified and implemented, ideally by December 21, 2024.

Eagle County's Fleet Department currently maintains all official maintenance records related to transit vehicles owned by Eagle County. Provisions should be made for the eventual transfer of these records prior to the initiation of any vehicle transfers.

Networking Hardware / Software: The Gypsum MSC is one of ECO's primary operating locations and is expected to remain so during and after the transition to an RTA. The MSC also provides office space and facilities for a combination of other Eagle County departments which all depend on Eagle County networking services in order to utilize their various software applications. In general, all networking equipment located at the MSC will continue to be necessary to support ongoing Eagle County department operations, and therefore cannot be transferred to the RTA. Where there are exceptions, such as the fixed outdoor wireless antennas used to communicate data between buses and CleverWorks, these items may be transferred at cost. Additionally, transferring over any maintenance agreement aspects related to the networking hardware and software may or may not be viable. Arrangements should be made within the IGA for Eagle County IT to continue providing support for these functions indefinitely. This arrangement would

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require the RTA and associated users to comply with all Eagle County requirements regarding network security or forfeit access to the system.

Personal Computers: Personal computers assigned to ECO Transit staff can be physically transferred to the RTA if desired by both parties. Potential issues that may arise are associated with the privacy considerations (data on the PC) as well as software licensing. Prior to any transfer Eagle County IT will format the PC hard drives, wiping all data and rebuilding with software licensed by RTA. Any equipment transferred will be transferred at cost.

Peripheral Equipment: Printers / scanners, etc. County owned devices can simply be physically transferred over to the RTA. Multi function printers may require contractual amendments in order
to move over any applicable maintenance function. Any equipment transferred will be transferred at cost.

Software Licenses: 1) Vendor licensing pertaining to LOB software can likely be transferred to the RTA given requisite contracting amendments are implemented. 2) Enterprise software licensing will likely require new purchases / agreements 3) Windows Operating System licenses likely can not be transferred and will have to be purchased as well.

Voice Services: County provided cellular phones can be transferred if the RTA wants to provide such a service to their staff. Traditional voice phone service will require the RTA to implement its own voice system.

State and Federal Grant Agreements:

ECO Transit accesses state and federal grant dollars for administrative and operating costs, rolling stock replacement, as well as other capital and/or planning projects. All ongoing capital grants and related reporting requirements will transfer to the RTA at the beginning of CDOT's 2025 fiscal year (July 1, 2024).

The RTA will apply for state capital and operating grants as a separate entity from CDOT's FY 2025 onwards, with the expectation that all of these elements will be fully transitioned by the beginning of CDOT's 2025 fiscal year (July 1, 2024).

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Phase 5a: Transfer of Vehicle Maintenance Responsibilities and Personnel

ECO Transit Fleet vehicles are currently maintained by Eagle County's Fleet Department, with some services performed by the Town of Avon under an IGA. There are 2.5 Fleet Care Technicians/Transit Vehicle Detailers that are current employees of the ECO Transit department, along with one Fleet Asset Supervisor.

Fleet Maintenance:

Costs for maintenance, fueling, lubricants, parts, etc. are budgeted in the ECO Transit fund and paid via departmental transfer. Estimated costs are based on estimated (budget) and actual service hours. Upon RTA formation, it is assumed that Eagle County's fleet department will continue to provide these services for the RTA via an IGA with specified hours and costs, on terms similar to those contained in the sample IGAs included as Attachment D. The RTA will not be under any long term obligation to continue to utilize Eagle County's fleet department.

The Town of Avon performs fueling and limited maintenance for ECO Transit vehicles housed at the Swift Gulch facility via an IGA. Service is performed at the Fleet Maintenance Facility adjacent to the Avon Regional Transit Facility. Approximately 65-70% of the operations are fleet maintenance for vehicles and rolling stock for other public entities. Beaver Creek and ECO Transit buses are a substantial portion of this other local government maintenance work. Avon intends to continue offering fleet maintenance service at cost. Specific provisions for fleet maintenance performed at this facility will be included in the new IGA between the RTA and the Town of Avon referenced elsewhere in the Transition Plan. A sample of this IGA is included as Attachment B.

Eagle County's Fleet Department currently maintains all official maintenance records related to transit vehicles owned by Eagle County. Provisions should be made for the eventual transfer of these records prior to the initiation of any vehicle transfers.

Transit Fleet Care Team:

ECO Transit currently employs one Fleet Asset Supervisor, two full-time year-round Transit Fleet Care Technicians, and one winter seasonal Fleet Care Technician.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient

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revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Fleet Care personnel shall be made by April 30, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during this round of transitions include:

Position	Associated FTE
Fleet Asset Supervisor	1
Fleet Care Technicians	2.5 (includes a Winter seasonal position)
Total Impacted FTE	3.5

Phase 5a: Transfer of Transit Facility Maintenance Responsibilities and Personnel

Trail and Facility Maintenance Personnel:

ECO Transit and ECO Trails currently share 3 FTE with combined responsibilities for Transit and Trails maintenance. One of these three positions is currently funded by ECO Trails.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA.

Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Transit/Trails Maintenance personnel shall be made by April 30, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during an initial round of transitions are:

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Position	Associated FTE
Transit/Trails Maintenance Supervisor	1
Transit Trails Maintenance Technicians	2
Total Impacted FTE	3

Eagle County may also choose to retain the FTE position currently funded by trails and/or add additional personnel to be paid in the future out of the Trails budget. Maintenance responsibilities related to the existing Eagle Valley Trail could also be included as a component of the future IGA for services between Eagle County and the RTA. Costs associated with any maintenance agreement(s) will be subtracted from the RTA's obligations to Eagle County.

Phase 6: Full Transfer of Operational Responsibilities and Personnel

Full transfer of operational responsibilities and personnel will take place during the last stage of transition, with the expectation the RTA will be responsible for either direct operation or contract administration related to all functions by the start of the 2024 Winter season in November.

Operations Personnel:

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Operations personnel shall be made but no later than July 31, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during this round of transitions are:

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Position	Associated FTE
Operations Manager	1
Safety and Training Supervisor	1
Road Supervisors	4
Dispatchers	4
Bus Operators	51
Total Impacted FTE	61

Attachments:
ATTACHMENT A - INVENTORY OF ECO TRANSIT ASSETS
ATTACHMENT B - SAMPLE SWIFT GULCH IGA
ATTACHMENT C - SAMPLE VAIL TRANSPORTATION CENTER IGA
ATTACHMENT D - SAMPLE IGA FOR COUNTY FLEET SERVICE

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
BC0043	Bldg Imp	2009 Berry Creek Childcare building improvements	Facilities Manag - 190-Facilities Management	12/31/2009	$15,043.09
LBS001	Bldg	Leadville Bus Storage Facility	Facilities Manag - 190-Facilities Management	12/31/2008	$1,172,677.33
840401	Equipment-Heavy Vehicles	2005 Gillig Phantom Transit 40' Bus #865	ECO Trans - 405-ECO Transit Authority	05/02/2005	$290,427.00
840501	Equipment-Heavy Vehicles	2005 Gillig Phantom Transit 40' Bus #866	ECO Trans - 405-ECO Transit Authority	05/02/2005	$290,427.00
848901	Equipment-Heavy Vehicles	2006 Gillig BRT Low Floor Transit Bus #867	ECO Trans - 405-ECO Transit Authority	08/03/2006	$343,794.00
849001	Equipment-Heavy Vehicles	2006 Gillig BRT Low Floor Transit Bus #868	ECO Trans - 405-ECO Transit Authority	08/30/2006	$343,794.00
858001	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #871	ECO Trans - 405-ECO Transit Authority	11/01/2007	$371,363.00
858101	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #872	ECO Trans - 405-ECO Transit Authority	11/01/2007	$371,363.00
858201	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #873	ECO Trans - 405-ECO Transit Authority	11/01/2007	$360,363.00
858301	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #874	ECO Trans - 405-ECO Transit Authority	11/01/2007	$360,363.00
858401	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #875	ECO Trans - 405-ECO Transit Authority	11/01/2007	$360,363.00
859301	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #876	ECO Trans - 405-ECO Transit Authority	12/17/2008	$372,919.00
859401	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #877	ECO Trans - 405-ECO Transit Authority	12/17/2008	$372,919.00
859501	Equipment-Heavy Vehicles	2008 Gillig BRT Low Floor Transit Bus #879	ECO Trans - 405-ECO Transit Authority	12/17/2008	$361,919.00
859601	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #878	ECO Trans - 405-ECO Transit Authority	12/17/2008	$361,919.00
864401	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #880	ECO Trans - 405-ECO Transit Authority	10/28/2009	$379,893.00
864501	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #881	ECO Trans - 405-ECO Transit Authority	10/29/2009	$379,893.00
864601	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #882	ECO Trans - 405-ECO Transit Authority	10/30/2009	$363,924.00
866101	Equipment-Heavy Vehicles	2010 Gillig BRT Low Floor Transit Bus #884	ECO Trans - 405-ECO Transit Authority	10/29/2010	$383,488.00
866201	Equipment-Heavy Vehicles	2010 Gillig BRT Low Floor Transit Bus #883	ECO Trans - 405-ECO Transit Authority	10/28/2010	$383,488.00
866301	Equipment-Heavy Vehicles	2010 Chevrolet Paratransit Bus # 455	ECO Trans - 405-ECO Transit Authority	05/20/2010	$111,715.50
869901	Equipment-Heavy Vehicles	2012 Gillig BRT Low Floor Transit Bus #885	ECO Trans - 405-ECO Transit Authority	12/12/2012	$426,269.00
872901	Equipment-Mach & Equip	Jetsort Cash Counting Machine	ECO Trans - 405-ECO Transit Authority	12/04/2013	$11,822.00
873001	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #889	ECO Trans - 405-ECO Transit Authority	10/18/2013	$429,490.00
873101	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #888	ECO Trans - 405-ECO Transit Authority	10/17/2013	$429,490.00
873201	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #886	ECO Trans - 405-ECO Transit Authority	10/16/2013	$429,490.00
873301	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #887	ECO Trans - 405-ECO Transit Authority	10/16/2013	$429,490.00
873501	Equipment-Heavy Vehicles	2007 Gillig LF BRT #869	ECO Trans - 405-ECO Transit Authority	03/19/2013	$28,000.00
873601	Equipment-Heavy Vehicles	2007 Gillig LF BRT #870	ECO Trans - 405-ECO Transit Authority	03/19/2013	$28,000.00
876201	Equipment-Heavy Vehicles	2014 Gillig BRT Low Floor Transit Bus #890	ECO Trans - 405-ECO Transit Authority	12/10/2014	$443,839.00

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
876301	Equipment-Heavy Vehicles	2014 Gillig Low Floor BRT Transit Bus, 40' #891	ECO Trans - 405-ECO Transit Authority	12/10/2014	$443,839.00
883101	Equipment-Heavy Vehicles	2015 Glaval Bus Entourage (Cutaway) #456	ECO Trans - 405-ECO Transit Authority	02/10/2016	$125,935.00
883201	Equipment-Heavy Vehicles	2015 Glaval Bus Entourage (Cutaway) #457	ECO Trans - 405-ECO Transit Authority	02/10/2016	$123,065.00
883601	Equipment-Heavy Vehicles	2016 Glaval Bus Entourage (Cutway) #458	ECO Trans - 405-ECO Transit Authority	11/04/2016	$125,908.00
883701	Equipment-Heavy Vehicles	2017 Arboc Spirit of Mobility Bus #459	ECO Trans - 405-ECO Transit Authority	10/04/2016	$135,749.00
883801	Equipment-Mach & Equip	Stationary Vault	ECO Trans - 405-ECO Transit Authority	04/28/2016	$117,505.00
886401	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #892	ECO Trans - 405-ECO Transit Authority	08/14/2017	$434,885.00
886501	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #893	ECO Trans - 405-ECO Transit Authority	08/14/2017	$434,885.00
886601	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #894	ECO Trans - 405-ECO Transit Authority	08/14/2017	$434,885.00
886701	Equipment-Heavy Vehicles	2017 Arboc Spirit of Mobility - #460	ECO Trans - 405-ECO Transit Authority	08/18/2017	$149,336.00
890901	Equipment-Heavy Vehicles	2018 Gillig Transit Bus #896	ECO Trans - 405-ECO Transit Authority	09/17/2018	$465,915.00
891001	Equipment-Heavy Vehicles	2018 Gillig Transit Bus #895	ECO Trans - 405-ECO Transit Authority	09/17/2018	$465,915.00
893201	Equipment-Heavy Vehicles	2018 Arboc Spirit of Mobility	ECO Trans - 405-ECO Transit Authority	11/16/2018	$154,887.00
895101	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	06/11/2018	$13,369.75
895201	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	06/11/2018	$13,369.75
895301	Equipment-Heavy Vehicles	Gillig "Low Floor BRT' Transit Bus 40 Foot Length #897	ECO Trans - 405-ECO Transit Authority	09/25/2019	$463,261.00
895401	Equipment-Heavy Vehicles	Gillig "Low Floor BRT' Transit Bus 40 Foot Length #898	ECO Trans - 405-ECO Transit Authority	06/27/2019	$463,261.00
895501	Equipment-Heavy Vehicles	Gillig "Low Floor BRT" Transit Bus 40 Foot Length #899	ECO Trans - 405-ECO Transit Authority	06/28/2019	$463,261.00
895701	Equipment-Mach & Equip	Odssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	$14,505.75
895801	Equipment-Mach & Equip	Odssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	$14,505.75
895901	Equipment-Mach & Equip	Odssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	$14,505.75
BG0048	Bldg Imp	Leadville Bus Barn	ECO Trans - 405-ECO Transit Authority	12/31/1997	$52,540.00
EC0001	Land	Leadville Land Purchase	ECO Trans - 405-ECO Transit Authority	12/31/2007	$165,607.00
ECO002	Equipment-Comp Software	Para Transit Software	ECO Trans - 405-ECO Transit Authority	12/31/2014	$20,890.28
ECO003	Equipment-Comp Software	ECO AVM System	ECO Trans - 405-ECO Transit Authority	08/11/2014	$50,782.64
ECO004	Equipment-Mach & Equip	ECO Video Surveillance Equipment	ECO Trans - 405-ECO Transit Authority	10/31/2014	$113,930.00
ECO005	Equipment-Comp Software	ECO Pass Auto Fare Media	ECO Trans - 405-ECO Transit Authority	05/31/2014	$24,894.34
LBS002	Bldg Imp	2015 Leadville Bus Storage Facility Building Improvements (Solar)	ECO Trans - 405-ECO Transit Authority	11/02/2015	$43,990.00

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
TR0001	Bldg	1998 Construction of Bus Shelters	ECO Trans - 405-ECO Transit Authority	01/01/1999	$63,589.00
TR0002	Bldg	1999 Construction of Bus Shelters	ECO Trans - 405-ECO Transit Authority	01/01/2000	$154,939.00
TR0003	Bldg	2001 Bus Shelter Construction	ECO Trans - 405-ECO Transit Authority	01/01/2002	$161,532.00
TR0025	Land Imp	Eagle Park-n-Ride Parking Lot	ECO Trans - 405-ECO Transit Authority	12/03/1999	$187,188.00
TR0030	Bldg Imp	ECO PV Lighting System for Bus Shelters in Eagle County	ECO Trans - 405-ECO Transit Authority	11/01/2000	$41,575.00
TR0033	Equipment-Comm Equip	800 Mhz Upgrade	ECO Trans - 405-ECO Transit Authority	12/31/2000	$104,973.00
TR0039	Land Imp	Shelter 53-Eagle Valley HS Parking Lot Paving	ECO Trans - 405-ECO Transit Authority	11/12/2002	$28,787.00
TR0045	Bldg	Shelter 100 - Lake Creek Village Apts - Lake Creek Com Station	ECO Trans - 405-ECO Transit Authority	12/26/2002	$11,343.00
TR0047	Land Imp	Shelter 79-Minturn Forest Service Land Improvements	ECO Trans - 405-ECO Transit Authority	12/31/2003	$50,878.00
TR0050	Bldg	Shelter 30 - Bear Lot	ECO Trans - 405-ECO Transit Authority	05/23/2006	$24,264.00
TR0052	Bldg	Shelter 32 - Forest Service	ECO Trans - 405-ECO Transit Authority	12/31/2007	$17,763.00
TR0053	Bldg	Stone Creek Bus Shelter #33	ECO Trans - 405-ECO Transit Authority	12/31/2007	$17,297.00
TR0057	Bldg	Colorado Mountain College, West Bus Shelter #35	ECO Trans - 405-ECO Transit Authority	12/02/2008	$11,430.78
TR0061	CIP	Eagle River Village - MHP Bus Shelter	ECO Trans - 405-ECO Transit Authority	12/31/2018	$20,980.00
TR8441	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	10/28/2020	$985,041.00
TR8442	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	11/02/2020	$985,041.00
TR8443	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	11/02/2020	$985,041.00
ECO001C	Equipment-Comp Software	AVL/CAD Software	ECO Trans - 405-ECO Transit Authority	12/31/2014	$1,001,890.72
TR0051R	Bldg	Miller Ranch Replacement Bus Shelter #31R	ECO Trans - 405-ECO Transit Authority	12/31/2008	$12,288.17
TR0058C	Bldg	Freedom Park Bus Shelter	ECO Trans - 405-ECO Transit Authority	11/18/2019	$205,907.53
TR0059C	Bldg	Avon Station Bus Shelter	ECO Trans - 405-ECO Transit Authority	12/09/2019	$108,239.83
TR0060C	Bldg	Dotsero Mobile Home Park Bus Shelter	ECO Trans - 405-ECO Transit Authority	08/15/2019	$37,806.59
TR0063c	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	$144,818.11
TR0064c	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	$144,818.10

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
TR0065c	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	$144,818.11
858501	Equipment-Mach & Equip	2008 Toolcat Work Machine	EV Trails - 606-EV Trails	04/02/2008	$42,065.00
894501	Equipment-Mach & Equip	2019 John Deere 1025R Tractor Mower	EV Trails - 606-EV Trails	09/16/2019	$22,279.38
BC0085	Infrastructure-Trails	Freedom Park Parking Spots	EV Trails - 606-EV Trails	12/31/2007	$28,994.00
TRL001	Infrastructure-Trails	Edwards Bike Path	EV Trails - 606-EV Trails	05/06/1999	$275,000.00
TRL002	Infrastructure-Trails	E Edwards Trail	EV Trails - 606-EV Trails	01/01/2001	$78,702.00
TRL004	Infrastructure-Trails	Willits Trail Funding	EV Trails - 606-EV Trails	11/16/2000	$15,000.00
TRL005	Infrastructure-Trails	Honeywagon Trail Project	EV Trails - 606-EV Trails	12/22/2000	$35,000.00
TRL006	Infrastructure-Trails	Eagle Vail Trail	EV Trails - 606-EV Trails	12/31/2005	$677,886.00
TRL007	Infrastructure-Trails	Donavan/Honeywagon Trail	EV Trails - 606-EV Trails	01/01/2002	$103,165.00
TRL010	Infrastructure-Trails	2000 E Edwards Trail Project	EV Trails - 606-EV Trails	12/31/2000	$486,034.00
TRL013	Infrastructure-Trails	Avon to Dowd Trail Project	EV Trails - 606-EV Trails	12/20/2002	$22,884.00
TRL030	Infrastructure-Trails	Avon to Dowd Trail Phase I	EV Trails - 606-EV Trails	12/31/2006	$65,910.00
TRL040	Infrastructure-Trails	Gypsum Dotsero Trail Phase I	EV Trails - 606-EV Trails	12/31/2006	$34,508.00
TRL051	Infrastructure-Trails	Eagle to Gypsum Trail	EV Trails - 606-EV Trails	12/31/2007	$1,214,689.00
TRL063	CIP	Avon to Eagle-Vail Phase 4, Business District Construction in Progress	EV Trails - 606-EV Trails	12/31/2015	$25,618.40
TRL064	CIP	Avon to Eagle-Vail, Business District to Kayak Crossing Trail 1152-191-8160.99 31904.Phase5	EV Trails - 606-EV Trails	12/31/2020	$42,845.90
TRL065	CIP	Dowd Junction Trail 1152/2150-191-8160.99 31915.Down Junction	EV Trails - 606-EV Trails	12/31/2020	$13,143.25
TRL071	Infrastructure-Trails	Cooley Mesa Trail	EV Trails - 606-EV Trails	12/31/2008	$25,793.75
TRL041C	Infrastructure-Trails	Gypsum to Dotsero Phases V I-70 Overpass of Hwy 6 to River Road	EV Trails - 606-EV Trails	12/31/2014	$367,669.66
TRL043C	Infrastructure-Trails	Gypsum to Dotsero Phases 2 and 3 BLM Horse Pasture to BLM Lava Parcel	EV Trails - 606-EV Trails	12/31/2014	$709,893.48
TRL052B	Infrastructure-Bridges	2019 Addition from CIP	EV Trails - 606-EV Trails	12/31/2019	$127,569.16
TRL052C	Infrastructure-Trails	Eagle to Horn Ranch Trail	EV Trails - 606-EV Trails	12/31/2019	$7,891,561.15
TRL060C	Infrastructure-Trails	Avon to Eagle-Vail Phase II Post Blvd to I-70 Ramp	EV Trails - 606-EV Trails	12/31/2012	$1,880,542.05
TRL061C	Infrastructure-Trails	Avon to Eagle-Vail Phase 1, Avon Rd to Post Blvd	EV Trails - 606-EV Trails	12/31/2014	$590,002.39
TRL062C	Infrastructure-Trails	Avon to Eagle-Vail Trail - Phase 3 - Avon Trail	EV Trails - 606-EV Trails	12/31/2014	$81,633.15

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
		Bridge			
Grand Total:				**108 Assets**	**$36,463,965.59**

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VEHICLE INVENTORY FUNDING

Bus Number	Year	VIN	Funding	Purchase Price	% Federal	$ Federal	% Local	$ Local	Grant Amount	Grant PO #	Lien Maturity Date
								$ -	$1,132,037	291001283	
886	2013	15GGD2710D1183048	5309	$429,490	66%	**$283,009**	34%	$146,481			2023
887	2013	15GGD2712D1183049	5309	$429,490	66%	**$283,009**	34%	$146,481			2023
888	2013	15GGD2719D1183050	5309	$429,490	66%	**$283,009**	34%	$146,481			2023
889	2013	15GGD2710D1183051	5309	$429,490	66%	**$283,009**	34%	$146,481			2023
								$ -	$ 663,200	291001488	
890	2014	15GGD2715E1183077	5311	$443,839	75%	**$331,600**	25%	$112,239			2024
891	2014	15GGD2717E1183078	5311	$443,839	75%	**$331,600**	25%	$112,239			2024
892	2017	15GGD2719H3188873	5311	$434,885	78%	**$340,000**	22%	$ 94,885	$ 340,000	491000709	2027
			5311		48%	**$ 60,000**			$ 180,000	491000708	2025
456	2015	1FDGF5GT2FED21023	FASTER	$125,935	13%	**$ 16,666**	39%	$ 49,269	$ 50,000	491000717	2025
			5311		48%	**$ 60,000**			$ 180,000	491000708	2025
457	2015	1FDGF5GTXFED21027	FASTER	$125,935	13%	**$ 16,667**	39%	$ 49,268	$ 50,000	491000717	2025
			5311		47%	**$ 60,000**			$ 180,000	491000708	2026
458	2016	1FDGF5GT1GEC58885	FASTER	$126,908	13%	**$ 16,667**	40%	$ 50,241	$ 50,000	491000717	2026
459	2017	1GB6GUBG0G1281023	5317	$135,759	71%	**$ 96,000**	29%	$ 39,759	$ 96,000	491000778	2027
460	2017	1GB6GUBL4G1276792	FSTR	$149,336	70%	**$104,000**	30%	$ 45,336	$ 104,000	491001178	2027
893	2017	15GGD2710H3188874	5339	$434,885	79%	**$344,000**	21%	$ 90,885	$ 344,000	491001071	2027
894	2017	15GGD2712H3188875	Local	$434,885	0%	**$ -**	100%	$434,885	$ -	N/A	N/A
895	2018	15GGD2716J3191428	5339	$465,915	79%	**$370,400**	21%	$ 95,515	$ 370,400	491001279	2028
896	2018	15GGD2718J3191429	5339	$465,915	80%	**$372,732**	20%	$ 93,183	$ 372,732	491001291	2028
461	2018	1GB6GUBL3G1276069	5339	$154,887	57%	**$ 88,000**	43%	$ 66,887	$ 88,000	491001282	2028
									$ 1,111,827	491001458	
897	2019	15GGD2716K3192497	5339	$463,261	80%	**$370,609**	20%	$ 92,652			2029
898	2019	15GGD2718K3192498	5339	$463,261	80%	**$370,609**	20%	$ 92,652			2029
899	2019	15GGD271XK3192499	5339	$463,261	80%	**$370,609**	20%	$ 92,652			2029
201	2020	7JZTH13J6LL000282	VW Settlement	$985,041	47%	**$467,567**			$1,402,700	491002068	2030
			5339(c)		39%	**$383,334**	14%	$134,140	$1,150,000	491001931	2030
202	2020	7JZTH13J8LL000283	VW Settlement	$985,041	47%	**$467,566**			$1,402,700	491002068	2030
			5339(c)		39%	**$383,333**	14%	$134,142	$1,150,000	491001931	2030
203	2020	7JZTH13JXLL000284	VW Settlement	$985,041	47%	**$467,567**			$1,402,700	491002068	2030
			5339(c)		39%	**$383,333**	14%	$134,141	$1,150,000	491001931	2030
901	2021	15GGD2713M3195960	5339	$542,000	74%	**$400,000**	26%	$142,000		491002249	2031
903	2021	15GGD2717M3195962	5339	$542,000	74%	**$400,000**	26%	$142,000		491002249	2031
904	2021	15GGD2719M3195963	5339	$542,000	74%	**$400,000**	26%	$142,000	$1,200,000	491002249	2031
902	2021	15GGD2715M3195961	FSTR	$542,000	74%	**$400,000**	26%	$142,000	$400,000	491002266	2031
905	2021	15GGD2710M3195964	Local	$542,000	44%	**$237,161**	56%	$304,839		N/A	N/A

EAGLE COUNTY

Agenda Item Details

Meeting	Jan 01, 2050 - *****Signature Workflow*****
Category	A. BoCC Signature
Subject	3. Eighth Amendment to Regional Transportation Operations Facility IGA
Access	Public
Type	Action (Consent)
Preferred Date	Nov 09, 2021
Fiscal Impact	Yes
Dollar Amount	84,636.00
Budgeted	Yes
Budget Source	ECO Transit
Recommended Action	Approve

Public Content

Prepared By: Tanya Allen

Department: ECO Transit

Executive Summary: This is the annual renewal of the IGA between Eagle County and Avon for use of the Swift Gulch Transit facility. ECO currently stages up to 9 vehicles out of the facility. Buses staged at the facility are subject to negotiated lease, maintenance, cleaning, and fueling costs as outlined in the attachments provided.

Reviewing Attorney: Christina Hooper

Approved As To Form:

DocuSigned by: Christina Hooper FC69D7FCDF3A4BB...

- **BoCC signature?**: Yes
- **County Manager signature?: No**

DocuSigned by: Rhea Silverhorn 444EFF6D9F7F48E...

1- Exhibit A-7 Lease Payment Calculation.pdf (264 KB)

2- Exhibit B Fleet Maintenance ECO.pdf (30 KB)

Administrative Content

Signature Required Information
Attach **ALL** exhibits, including the insurance certificate. **Do not attach the contract or resolution**, that will be provided by the reviewing Attorney.

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EIGHTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR BUS STORAGE & SERVICE AT THE I-70 REGIONAL TRANSPORTATION OPERATIONS FACILITY

THIS EIGHTH AMENDMENT ("Eighth Amendment") is effective as of 12/7/2021 by and between the Board of County Commissioners of Eagle County a body corporate and politic, doing business as ECO Transit (hereinafter "ECO"), located at 3289 Cooley Mesa Road, Gypsum, Colorado, and the Town of Avon a Colorado home rule municipality (hereinafter "Avon"), located at One Lake Street, Avon, Colorado. ECO and Avon shall collectively be referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an agreement dated the 29th day of October, 2013, for Bus Storage and Service at the I-70 Regional Transportation Operations Facility (the "Original Agreement"); and

WHEREAS, by a First Amendment dated the 9th day of December, 2014, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Second Amendment dated the 22nd day of December, 2015, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Third Amendment dated the 15th day of November, 2016, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Fourth Amendment dated the 12th day of January, 2018, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Fifth Amendment dated the 13th day of November, 2018, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Sixth Amendment dated the 17th day of December, 2019, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Seventh Amendment dated the 12th day of January, 2021, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, the Parties desire by this Eighth Amendment to further modify the scope of Services and compensation as set forth in the Original Agreement.

EIGHTH AMENDMENT

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NOW THEREFORE, in consideration of the foregoing and the mutual rights and obligations as set forth below, the Parties agree as follows:

1. The Original Agreement shall be amended by the replacement in its entirety of Exhibit A (the Lease Payment Calculation), with the new Lease Payment Calculation attached hereto as **Exhibit A-7**, and incorporated herein by reference.

2. The Original Agreement shall be amended by the replacement in its entirety of Exhibit B (Avon Fleet Maintenance Service Rate Sheet), with the new Rate Sheet attached hereto as **Exhibit B-2**, and incorporated herein by reference.

3. Capitalized terms in this Eighth Amendment will have the same meaning as in the Original Agreement. To the extent that the terms and provisions of the Eighth Amendment conflict with, modify or supplement portions of the Original Agreement, the terms and provisions contained in this Eighth Amendment shall govern and control the rights and obligations of the parties.

4. Except as expressly altered, modified and changed in this Eighth Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof

5. This Eighth Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment to the Original Agreement the day and year first above written.

COUNTY OF EAGLE, STATE OF COLORADO,
By and Through Its BOARD OF COUNTY COMMISSIONERS

By: DocuSigned by: Matt Scherr
Matt Scherr, Chair

Attest:
By: DocuSigned by: Regina O'Brien
Regina O'Brien, Clerk to the Board

Town of Avon

By: Signature DocuSigned by: Eric Heil
Name and Title: Eric Heil, Town Manager

Attest:
By: Signature DocuSigned by: Brenda Torres
Name and Title: Brenda Torres, Town Clerk

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I-70 REGIONAL TRANSPORTATION OPERATIONS FACILITY
EXHIBIT A-7
LEASE PAYMENT CALCULATION

LEASE RATES AND CHARGES

Lease payment calculations consist of Capital, Operations and Maintenance ("O&M"), and Asset Management and will be charged as a budget neutral operation. Capital and Asset Management charges will remain fixed for the term of the Agreement. O&M costs will be audited each year and may be subject to change upon written notice by the Town of Avon no later than June1 of any given year, which adjustment shall take effect no sooner than January 1 of the succeeding year.

Operations and Maintenance Cost			
	FY 2021	FY 2022	Comments
		Projected Costs	
Utilities	$39,506	$35,086	$16,744.60 - Gas x 62% = $10,381
			$33,418.25– Electric x 62% = $20,719.32
			$4,929.21 – Water & Sanitation x 62% = $2,962.39
			Total: $10,381 + $20,719.32 + 2,962.39 + 3% inflation
Snow Management	$7,442	$7,442	Same: $11,812/year-all of Swift Gulch (60/40 Transit/Fleet)= $7,087 +5%
Pest Control	$900	$590	Orkin ($950*0.62%)
Security	$6,348	$4,247	Security, Alarms & sprinklers ($950*62%)
Broadband/Internet/Wi-Fi	$0	$3,224	$5,200*62%
Janitorial	$13,000	$10,230	contract and Avon Staff ($12,000 and $4,500)*62%=
Coffee Service	$2,100	$1,000	reduced
Computer and Printer	$0	$0	Currently using Avon Computer and ECO printer
Telephone	$1,550	$3,549	$5,724 x 62% (in suffort of security and alarms)
Insurance Premium	$11,195	$10,225	$16,491.91 x 62%
Building Maintenance (Facilities)	$27,030	$61,281	$37,550*62% + $38,000 emergency garage repair and maintenance (doors and Plumbing)
Total	$109,071	$136,873	
Per bus stall per month	$378.72	$475.25	

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SHARED CAPITAL INVESTMENT (Capital Portion)		
Local Match(credit $568,843 for residual value & for design contributions: ECO $238,000 & TOA $146,332	$1,289,489	funded via bonds by TOA
Number of Indoor Stalls	24	
interest rate	4.69%	TOA's bond rate
duration (years)	40	years
# monthly payments	480	months
equivalent monthly rate	0.39%	
Amortized capital, total	$53,729	/month
Amortized capital, per bus per month	**$248**	**/bus/month**
Amortized capital, per bus per season	$2,978.35	/bus/year

SHARED ASSET MANAGEMENT (AM portion)		
Target Asset Replacement Fund	$550,000	HVAC, pavement, misc. repairs
Replacement Frequency	25	years
Linear set aside target	$22,000	per year
Local Match Needed	100%	
Local Match AM Set Aside	$22,000	total per year
Number of Stalls	24	
	$76	/bus/month
	$917	/bus/year

LEASE PAYMENT SUMMARY BUSES LARGER THAN 32 FT.	FY 2021	
Capital portion	$248	/bus/month
O&M portion	$475	/bus/month
AM portion	$76	/bus/month
Total Monthly	$799	/bus/month
Total Seasonal	$9,588	/bus/year
BUSES SMALLER THAN 32 FT.		
(Four buses in a row instead of three)	$661	
Total Monthly for 8 Buses + 1 small bus	**$84,636.00**	**/year**

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BUS WASH COSTS			
Operation and Maintenance Costs	2021	2022	Comments
Ultilities	$ 3,243.35	$ 2,414.57	*Gas $16,744.60x14%+3% = $2,414.57*
	$ 4,966.51	$ 4,818.91	*Electric $33,418.25x14%+3% = $4,818.91*
	$ 10,963.33	$ 8,728.44	*Water dedicated Line ($8,474.1) + 3%*
Trash	$ 1,200.00	$ 1,200.00	*same*
Modem	$ 1,512.53	$ -	*Landline no longer needed*
R&M Building and Facilities	$ 1,700.00	$ 10,141.00	*HVAC Maint, Garage Door Repair, Chem test, Motor Repair*
R&M Other Specialized Equipment	$ 21,939.00	$ 21,939.00	*equipment replacement*
Other Purchase/Contract Service	$ 6,000.00	$ 8,000.00	*Sludge removal-drain cleanout/Wash Maint*
Staff Time	$ 10,499.82	$ 11,129.80	*Bldg Maintenance Staff @ 8hrs/week +3%*
Other Misc Operating Supplies	$ 9,500.00	$ 5,500.00	*supplies,softner, soap, nozzles, pump and motor replacement*
Total Yearly Expense	$ 71,524.54	$ 73,871.72	
Number of Vehicles Washed			
Bus Wash/Carriage Wash	3,143	$ 3,053.00	*2020 Actual*
Car Wash	892	$ 641.00	*2020 Actual*
Total Equivilant washes	10,321	$ 9,800.00	*Buses are 3 times cars*
Cost/equivilant washes	$ 6.93	$ 7.54	
Cost/Bus Wash	$ 20.79	$ 22.61	
Cost for Car to use Avon Bus Wash	$ 7.00	$ 7.50	
Fee for Avon Employee to download money	$ 2.50	$ 2.60	*5 min effort 3% increase*
Fee for Avon Employee to wash bus	$ 25.75	$ 27.00	5% increase
ECO Transit Bus Wash and Fueling		$ 52.21	**Per Bus**
Fee for Avon Employee to Clean Bus Only		$ 27.00	**Hand Clean Bus when wash is down**
Fee for Avon Employee to Fuel Bus Only		$ 5.25	**As requested by ECO Transit Drivers**
Fee for Avon Employee to download money Only		$ 5.25	**As requested by ECO Transit Drivers**

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EXHIBIT B-2

AVON FLEET MAINTENANCE SERVICE RATE SHEET

1. Contractor Services and Hourly Rate:

At the verbal or written request of ECO Transit, Avon may provide repair and replacement work for ECO buses. For any such repair or replacement services, ECO will pay Avon a unit hourly shop rate of $110.00 per hour for light duty vehicles and equipment and $120.00 per hour for heavy duty vehicles and equipment which is the same rate as previous. Materials and sublet work shall be charged at cost plus twenty-five percent (25%).

2. Fuel Rate:

ECO Transit will pay Avon a unit fuel rate of cost plus $0.15/gallon.

3. Warranty:

Contractor will perform all services in a prompt, efficient and workmanlike manner. Contractor shall promptly correct any defective work. This warranty shall be in lieu of all other warranties, express or implied. Contractor's sole liability hereunder, whether in tort or in contract, is expressly limited to the warranty provided for herein.

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INTERGOVERNMENTAL AGREEMENT FOR LEASE OF THE ECO TRANSIT WELCOME CENTER SPACE AT THE VAIL TRANSPORTATION CENTER

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is entered into the 27th 18th day of March 2014, between the Board of County Commissioners of Eagle County, a body corporate and politic ("**County**"), and the Town of Vail, a Colorado municipal corporation, hereinafter referred to as the "Town" (individually at "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, the Town owns, operates and maintains the Vail Transportation Center located at 241 South Frontage Road East, Vail, Colorado 81657 (the "VTC"); and

WHEREAS, the County wishes to lease certain space within the VTC for bus-ticket sales and the provision of information services concerning local and regional transportation, as well as information regarding the Town of Vail, Vail Resorts, Greyhound, and local hotels and businesses; and

WHEREAS, the Town is willing to lease said space to the County upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Parties do hereby agree as follows:

1. **Term**. The initial term ("**Initial Term**") of this IGA shall commence upon execution of this Agreement by both parties and shall end on December 31, 2014, unless earlier terminated as hereinafter provided.

2. **Renewal Term**. After expiration of the Initial Term, this IGA shall automatically renew on the same terms and conditions for up to five (5) additional one-year terms (each one year period will individually be referred to as a "**Renewal Term**"). Each Renewal Term will commence on January 1 and end on December 31 of the succeeding calendar year.

3. **Premises**. The Town hereby grants to the County the right to lease and occupy the following space at the VTC:

Space No. 400 consisting of an approximately 197 square foot area located on level 4 of the VTC, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. (the "Premises").

The Town will allow the County to place a Ticket Vending Machine outside of space No. 400 with access to power provided by the Town. Area of the needed space will be at least 3 feet wide by 2 feet deep.

4. **Lease Payment Amount**. As consideration for lease of the Premises under this Agreement, the County shall pay to Vail for each term as follows:

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- County will compensate the Town of Vail for use of the Premises in the form of bus tickets valued in an amount not to exceed $50,000 per year. The bus tickets will be for the use of Town of Vail employees.

5. **Budgeting and Appropriation**. The County's obligations under this Agreement are subject to the County's annual right to budget and appropriate the sums necessary to lease the Premises. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of the County within the meaning of any constitutional or statutory debt limitation. Notwithstanding anything to the contrary contained in this IGA, the County shall have no obligations under this IGA with respect to any period after the end of the fiscal year in which funds have been appropriated therefore by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20). If applicable funds are not appropriated for a forthcoming Term, the County may terminate this Agreement without penalty, effective upon the commencement of the period for which funds have not been appropriated. the County will use its best effort to notify the Town of such non-appropriation of funds and resulting termination at the earliest possible date.

6. **Payment**. Payment will be made as follows:

- On a monthly basis, County will report and reconcile bus ride activity reports for passes dedicated to the Town of Vail billing code in the ridership software. Rides by pass will be reconciled at a rate of $1.50 per ride, not to exceed $85 per employee per month. Reports will be available to the Town no later than the 15th of the month following the billing period.

7. **Rights and Limitations on Use of the Premises**. The following rights and limitations apply to the County's use of the Premises:

(a) The County shall have access to the Premises only during normal operating hours for the VTC.

(b) The County agrees to accept the Premises in its existing condition and agrees not to make any installation on the Premises, except as may be removed without damage to the Premises.

(c) The County agrees to take good care of the Premises and to leave the Premises in the same condition as when first occupied at the commencement of this Agreement, reasonable wear and tear expected.

(d) The County shall be permitted to display signage necessary for its operations and as required by Greyhound Lines, Inc. The County will, at its own expense, maintain in good condition, all permitted signs and shall, on the expiration or termination of this Agreement, remove all such permitted signs and repair any damage that may be

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caused by such removal.

(e) The County agrees to immediately notify the Town of any defects or dangerous conditions in and about the Premises of which the County becomes aware. The County agrees to reimburse the Town for the cost of repairing any damage to the Premises caused by acts or omissions of the County.

(f) The County shall not permit the Premises to be used for any purpose prohibited by law, and will use the Premises in accordance with the general rules and regulations adopted by the Town governing the operation of the Premises.

(g) The County has the right to contract with a third-party independent contractor to provide bus-ticket sales and information services on its behalf. County's independent contractor will be required to comply with the limitations on use of the Premises contained herein.

(h) The Town shall provide County one daily parking pass per month for parking at the Vail Transportation Center through the course of the lease.

8. **Termination**. The County or the Town may terminate this IGA without cause by providing at least forty-five (45) days prior written notice to the other Party.

9. **Utilities**. The Town agrees that it will, at its own expense, furnish the necessary electricity, heating, lighting, trash removal, and water for the leased premises. the County shall provide janitorial and other services necessary to maintain the Premises in a clean and orderly condition, as well as special lighting lamps not normally furnished by the Town, at the County's own cost and expense.

10. **Inspection**. The Town shall have the right to enter the Premises for the purpose of inspecting or protecting the Premises.

11. **Liability and Indemnification**. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or of any officer or employee thereof. Likewise, the Town, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or by any officer or employee thereof.

12. **Insurance**. The County must carry valid insurance for any individuals and property that are involved in use of the Premises. The Parties must each carry property damage and general liability insurance policies, each in the amount of $1,000,000 per occurrence and $1,000,000 aggregate.

13. **Relationship of the Parties.** The relationship between the Parties is that of cooperating independent governmental entities and nothing herein shall be deemed or construed as creating a relationship of principal and agent, partnership, joint venture, or joint ownership interest in the real property.

14. **No Waiver of Governmental Immunity**. Nothing in this IGA shall be construed to

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waive limit, or otherwise modify any governmental immunity that may be available by law to the Town or the County, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town or the County, and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

15. **Notice**. Any notice, demand, or other communication required or permitted to be given by any provision of the Lease shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, or by overnight courier, with shipping charges prepaid, address as follows:

To the Town: Town of Vail
Pam Brandemeyer
Assistant Town Manager
755 Frontage Road
Vail, CO 81657
Ph.: (970) 479-2100

To the County:
Eagle County
Director of Transportation for ECO Transit
3289 Cooley Mesa Road
P.O. Box 1070
Gypsum, CO 81637
Ph.: 970-328-3520

16. **No Third-Party Beneficiaries**. Nothing contained in this IGA is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of the Town, the County or Eagle County. Absolutely no third-party beneficiaries are intended by this IGA. Any third-party receiving a benefit from this IGA is an incidental and unintended beneficiary only.

17. **Miscellaneous**.

a. Except as provided herein, no amendment, alteration, modification or addition to this Agreement shall be valid or binding unless in writing and signed by the Parties.

b. The caption of each section is added as matter of convenience only and is to be considered of no effect in the construction of any provision contained herein.'

c. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

d. Should either party bring suit to enforce the terms of this Agreement, the Parties shall bear their own respective costs, expenses, and attorneys' fees.

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e. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

// Signature Page Follows //

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IN WITNESS WHEREOF, the Parties hereto have executed this IGA the day and year first above written.

TOWN OF VAIL

TOWN OF VAIL, STATE OF COLORADO, By and Through Its MAYOR

ATTEST:

Tammy Nagel, Town Clerk

By: _____
Andy Daly, Mayor

Date: March 18, 2014

EAGLE COUNTY

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

ATTEST:

Clerk to the Board of
County Commissioners

By: _____, Deputy

By: _____
Jillian H. Ryan, Chairman

Date: 5/27/14

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF EAGLE
AND
THE COUNTY OF EAGLE, STATE OF COLORADO
FOR
MAINTENANCE SERVICE OF POLICE DEPARTMENT VEHICLES

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 23 day of January, 2007, by and between the Town of Eagle (hereinafter referred to as the "Town"), and the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (hereinafter referred to as the "County").

WITNESSETH:

THAT, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree hereby as follows:

1. **SCOPE:**

The County does hereby agree to perform maintenance services for the Town of Eagle located within the County of Eagle, State of Colorado.
Said maintenance services shall be limited to the following unless approved in writing by the County:

See attached IGA Rate Schedule for Service

2. **PERIOD OF AGREEMENT:**

The term of this agreement shall commence the 1st day of March, 2007, shall expire on the1st day of March, 2008; however, this Agreement shall automatically renew on an annual basis, each March 1st unless terminated in accordance with this Agreement.

3. **REMUNERATION:**

A. The Town agrees to pay the County a rate of $70.00 per hour for mechanic's time performing the above maintenance services. Such rate is subject to amendment and modification by mutual agreement of the parties upon each renewal period or at a time otherwise agreed to by the parties.

In the event the county agrees to perform additional services to those outlined in Paragraph 1, the hourly rate shall be negotiated by the Eagle Fleet Supervisor prior to the

C07-018-00

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County performing any additional maintenance services. See attachment for IGA rate schedule for specific service rates.

B. The County shall bill the Town for maintenance services on the first of every month. Payment by the Town is due and owing to the County by the 30th of the month. Any payments made by the Town to the county must be made out to the Eagle County Motor Pool Fund.

4. INDEMNIFICATION/HOLD HARMLESS:

To the extent allowed by law the Town shall hold the County harmless from all claims by the Town or by third parties asserted against the County arising out of the County's maintenance service of the Town vehicles.

5. MISCELLANEOUS:

A. The Town recognizes that the County is merely providing a service for the Town and that County vehicles are the number one priority of the Eagle County Fleet Mechanics.

B. Either party may terminate this Agreement with or without cause upon thirty (30) days' notice in writing to the other party.

C. All written notices shall be given by certified mail to the following address:

Eagle County Motor Pool
P. O. Box 250
Eagle, CO 81631

Town of Eagle
P. O . Box 609
Eagle, CO 81631

D. The provisions of this agreement shall extend to and be binding upon the respective parties hereto, their successors and assigns. Notwithstanding the foregoing, financial obligations of the Town and the County, respectively, payable after the current fiscal year, are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted and otherwise made available.

E. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

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F. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the Town or the county other than that contained herein.

G. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

H. The Town has represented to the County and, likewise, the County has represented to the Town that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this agreement, this Agreement shall be considered null and void as of the date of such court determination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23 day of January, 2007.

THE COUNTY:

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Clerk of the Board of
County Commissioners

By: _____

ATTEST:

By: _____
Clerk

By: _____
Mayor, Town of Eagle

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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as this _____ day of _____, 202_ (the "Effective Date") by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (the "County") (each a "Party" and collectively the "Parties").

WHEREAS, the Town utilized a local mechanic for maintenance of the Town's fleet vehicles until their recent retirement, and now wishes to use the Eagle County Fleet Management's services for such maintenance; and

WHEREAS, the Parties are authorized to enter into this Agreement by Article XIV, § 18 of the Colorado Constitution and C.R.S. § 29-1-203, which allow governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each.

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

1. Purpose. The purpose of this Agreement is to provide for the maintenance of Town police department vehicles by the County.

2. Services. The County, through Eagle County Fleet Management, agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the service or work described in **Exhibit A**.

3. Term. This Agreement shall commence upon the Effective Date and shall continue through _____.

4. Termination. This Agreement may be terminated by either Party, with or without cause upon 30 days' prior written notice to the other party. The County shall be entitled to compensation for services performed prior to such termination, and both Parties shall thereafter be relieved of all duties and obligations under this Agreement.

5. Hold Harmless. The Town shall hold the County harmless for any claims from third parties arising out of the County's maintenance of the Town's vehicles.

6. Miscellaneous.

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

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

c. *Integration*. This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

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

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

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

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

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

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

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

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

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

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EAGLE COUNTY, COLORADO

_____

ATTEST:

_____

County Clerk

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

EXHIBIT A

1. *Rate*. The Town agrees to pay the County a rate of $110.00 an hour for mechanic's time performing maintenance services.

2. *Payment*. The County shall bill payment on the first of every month. Payment is due from the Town by the 30th of the same month.

3. *Scope of Maintenance Services*. The County shall be responsible for routine maintenance of Town police vehicles, including without limitation regular oil changes, proper tire inflation, engine operation, transmission, air conditioning and any other repairs or major components necessary for the safe operation of police vehicles.

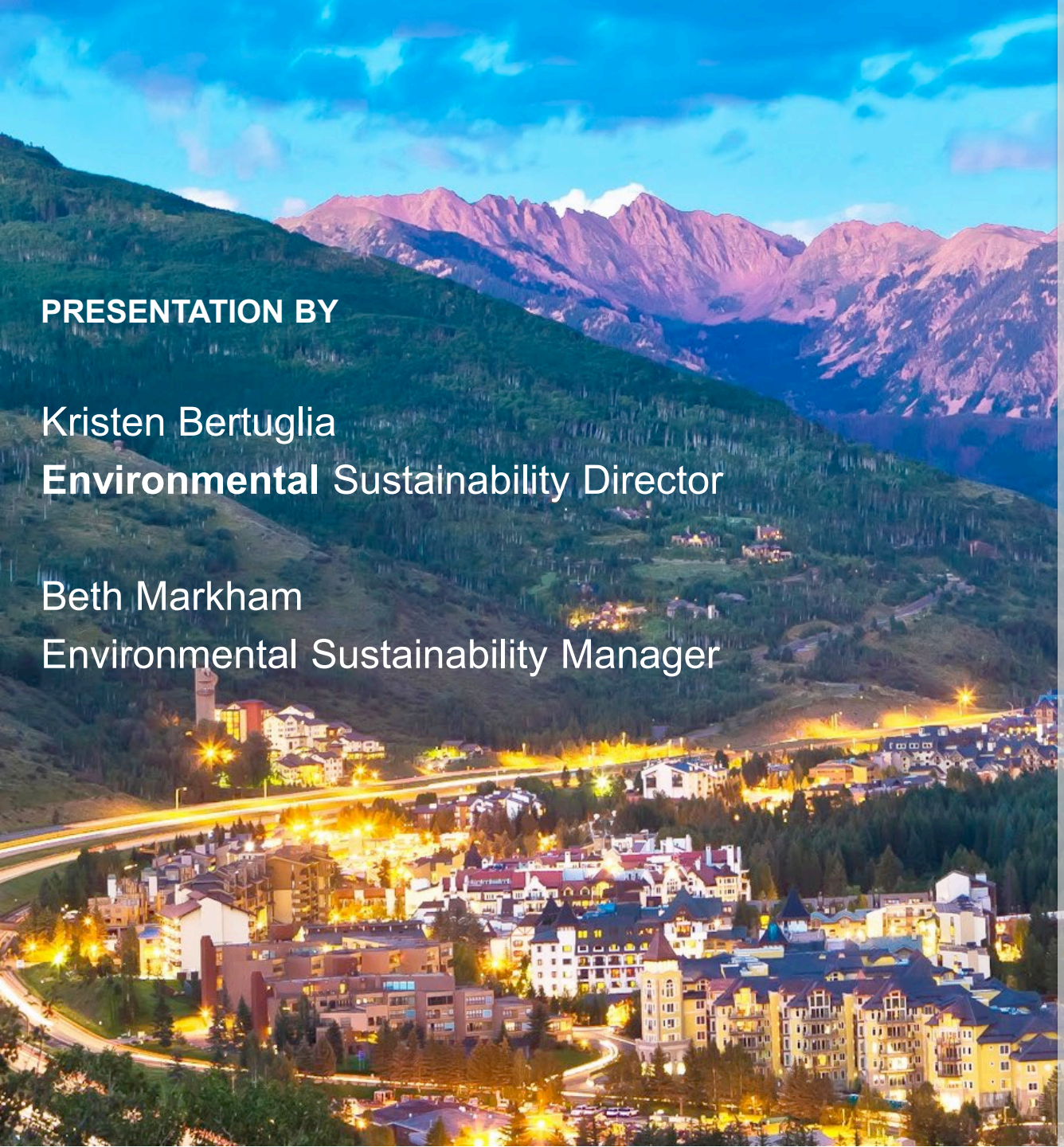
AGENDA ITEM NO. 7.2

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
TIME:	20 min.
SUBMITTED BY:	Beth Markham, Environmental Sustainability
ITEM TYPE:	Action Items
AGENDA SECTION:	**Action Items**
SUBJECT:	**Ordinance No. 23, Series of 2022, First Reading, An Ordinance Repealing and Reenacting Chapter 13 of Title 5 of the Vail Town Code, Regarding Carryout Bag Requirements and Fees**
SUGGESTED ACTION:	Approve, approve with amendments or deny Ordinance No. 23, Series of 2022 upon first reading.
PRESENTER(S):	Beth Markham, Environmental Sustainability Manager

ATTACHMENTS:
PPRA Ordinance No. 23, Series of 2022- Presentation- 120622.pdf
PPRA_Ordinance_No._23_Series_of_2022_Memo-_120622.pdf
Ordinance_No._23__Series_2022_-_O113022.pdf



PRESENTATION BY

Kristen Bertuglia
Environmental Sustainability Director

Beth Markham
Environmental Sustainability Manager

Plastic Pollution Reduction Act Update

Vail Town Council 12-6-22

TOWN OF VAIL

PPRA/Town of Vail Code– Ordinance No. 23, Series of 2022

Code Changes

1. **Repeal and Replace** Chapter 5, Title 13 with Ordinance No. 23, Series of 2022

2. **Bag Fee**
   - $0.25/bag

3. **Business/Town Fee Split**
   - 60/40 Split (instead of 60/40 town/business)

4. **Remove Small Store Exemptions**
   - Fee and Bans apply to all grocery and retail
   - Restaurants to remain exempt

5. **Definition of Reusable Bag**
   - Match PPRA definition: designed for 125 uses, made of cloth, fabric or recycled material, stitched handles, can carry 22 lbs

Municipality Outreach

Community	Previous Ordinance	PPRA Bag Fee	Amount to Municipality	Amount to Business	Updates with PPRA Implementation
Vail, CO	No plastic bags at grocers over 4,000 sq feet; $0.10/bag fee on paper	$0.25	40%	60%	Expand to all stores and retail food establishments with restaurants remaining exempt for time being.
Aspen, CO	No plastic bags at grocers >3,500 sq ft; $0.20/bag fee on paper	$0.20	60%	40%	Will expand to all retailers that PPRA applies to as defined by the state
Avon, CO	No plastic bags in any retailer (including small stores and restaurants) $0.10/bag fee on paper	$0.10	100% if >4,000 sq ft	100% if <4,000 sq ft	No changes to current regulation; keeping current fee and split structure through 2023
Boulder, CO	Plastic bag ban at grocery stores; $.10/bag fee paper bags	$0.10	60%	40%	Expand to all retailers required per PPRA; considering fee increase in future
Breckenridge, CO	No plastic bags at any retailer; $0.10 fee on paper	$0.10	100% less $100 per month per business	up to $100 per month	Still determining plan for PPRA implementation; considering raising to $0.25/bag
Eagle, CO	No previous ordinance in place	$0.10	60%	40%	Planning to implement as detailed in PPRA; small stores and restaurants exempt
Eagle County, CO	No previous ordinance in place for unincorporated Eagle County	NA	NA	NA	Still determining plan for PPRA implementation; considering following Avon or Vail's approach.

PPRA– Business and Community Outreach

1. **Vail Chamber and Business Association Season Kick Off Presentation**
2. **Outreach to other Municipalities**
3. **Meeting with Business and Community Stakeholder Group**
4. **Direct Outreach with Restaurants**
5. **Electronic Communication to all impacted businesses**

PPRA Community Support – Staff Recommendations

1. **Education and Outreach**
   - Robust Outreach Campaign
   - Provide Bag producer resources
   - Provide training and education
   - Develop positive and consistent messaging and provide required signage to impacted businesses using bag fee dollars

2. **Incentives**
   - Investigate options for incentivizing early adoption of plastic bag ban

Does the Vail Town Council support the recommended updates to the Vail Town Code with respect to the PPRA and the community support items?

Next Steps

Should the Vail Town Council support the first reading of Ordinance No. 23, Series of 2022, staff will:

1. Return December 20th for 2nd Reading and Adoption of Ordinance No. 23, Series of 2022
2. Continue outreach to impacted businesses
3. Investigate incentive options for early adopter businesses
4. Develop messaging for signage for businesses
5. Finalize internal fee collection software updates


Thank you!
TOWN OF VAIL

TOWN OF VAIL

Memorandum

To: Vail Town Council

From: Environmental Sustainability and Finance Department

Date: December 6, 2022

Subject: HB21-1162 Plastic Pollution Reduction Act (PPRA) – First Reading of Ordinance No. 23, Series of 2022 to repeal and replace Title 5, Chapter 13 of the Vail Town Code

I. Purpose

The purpose of this memorandum and presentation is to present the 1st reading of Ordinance No. 23, Series of 2022 to update Title 5, Chapter 13 of the Vail Town Code to include revisions relevant to HB21-1162, the State of Colorado's Plastic Pollution Reduction Act.

II. Background: Plastic Pollution Reduction Act

In 2015, Town of Vail implemented the Kick the Bag Habit program and Ordinance No. 2 Series of 2015 was passed. This ordinance instituted a plastic bag ban at grocers 4,000 square feet and larger and imposed a $0.10 fee on disposable paper bags, Title 5, Chapter 13. The $0.10/bag fee is returned to the town to fund recycling and waste diversion programs. Prior to the ordinance going into effect, the two largest grocery stores in Vail gave away 4.5 million bags annually on average. In 2021, these grocery stores sold just over 430,000 paper bags, up from 315,470 bags in 2020 (Figure 1). Bag fees are tracking high for 2022 based on year-to-date numbers.

Year	Fee Collected	Number of Paper Bags Sold
2022 YTD	$34,133 YTD	341,330 YTD
2021	$43,047	430,473
2020	$31,547	315,470
2019	$32,923	329,230
2018	$33,381	333,810
2017	$31,920	319,200

Figure 1. Paper Bags distributed and annual fees collected by Town of Vail

On July 6, 2021, Governor Jared Polis signed HB21-1162, the Plastic Pollution Reduction Act (PPRA) into law, the second most comprehensive law in the country. Prior to HB21-1162s passage, 10 states had plastic bag bans and 7 states had polystyrene

foam bans. With the signing of this bill, Colorado becomes the first state in the U.S. to strike a state plastics preemption law, restoring the right of local municipalities to enact their own plastic regulations. Enforcement of the PPRA is left to the municipalities. There are four main components to the PPRA included in **Appendix A** for reference. Details on requirements and exemptions can be found in **Appendix B**.

While many communities around the state are still working to develop a plan to implement the PPRA requirements, some have shared what they are currently planning. The chart in **Appendix C** indicates whether a community had a previous plastic bag ban and/or fee structure in place and what will change with the PPRA implementation.

Prior to the January 1, 2023 state-mandated bag fee going into effect, staff presented information on the Plastic Pollution Reduction Act (PPRA) to the Vail Economic Advisory Council and assembled a group of community and business stakeholders to gather input on implementation of the new requirements. Staff presented community and business stakeholder recommendations for implementation of HB21-1162, the PPRA to town council November 1, 2022. Council direction was shared out with the stakeholder group, staff conducted business outreach to all impacted businesses informing them of the PPRA implementation and proposed amendments being considered, and staff conducted direct one on one conversations with multiple restaurant owners.

After these discussions, staff recommends three revisions from the initial recommendations presented last council meeting, which are detailed below.

III. Ordinance No. 23, Series of 2022

Proposed Ordinance No. 23, Series of 2022 repeals and replaces the current Title 5, Chapter 13 of the Vail Town Code. The ordinance is attached in **Appendix D**. Proposed changes that have been made since the previous council meeting are detailed below.

1. **Increase the current $0.10/bag fee to $0.25/bag** on January 1, 2023 for disposable paper and plastic bags. Grocers can only distribute disposable paper bags as per current code in Title 5, Chapter 13; all other stores and retail food establishments with the exemption of restaurants, can distribute both paper and plastic disposable carryout bags with the fee until January 1, 2024 when plastic bags are prohibited (with the exception of plastic bags purchased prior to this date- stock can be used until June 1, 2024 and fee to still be assessed). Fees will be remitted to the town monthly via the Muni-rev system.

   Split Fee 60/40 between Business/municipality: Although the PPRA indicates the bag fee be split between the municipality and business at a 60/40 split in favor of the municipality, TOV will instead flip the split of 60/40 in favor of the business ($0.15/bag for business / $0.10/bag remitted to town) providing additional funds to the businesses for implementing the program. The town will use the funds to continue offering waste diversion initiatives including town clean up days, Hard to Recycle events and recycling education programs. Additional funds collected annually can fund enforcement of the ordinance and additional waste diversion programs including zero waste, composting, etc.

2. **Remove Store Exemptions:** The PPRA has exemptions for restaurants and Colorado-based small stores with 3 or fewer locations. The town will close the loophole and apply the fees (and bans in 2024) to all stores. Food retail establishments will remain exempt if they

prepare or serve food in individual portions for immediate on-premises or off-premises consumption and is not a grocer or convenience store (this includes restaurants).

IV. Outreach and Incentives

Staff will continue to facilitate education and outreach as well as research potential incentives for businesses who adopt the plastic bag ban early. The PPRA also requires businesses display signage outside of the business and inside at the point of sales indicating bag fee. Based on stakeholder feedback, staff recommends Town of Vail develop a positive and consistent message and provide this required signage to businesses versus the businesses creating their own messaging. This will be funded by the town's portion of the bag fee.

V. Staff Recommendations

Staff recommends the Vail Town Council approval of the first reading of Ordinance No. 23, Series of 2022 and support the creation of town wide signage for businesses to display regarding the bag fee.

VI. Next Steps

Pending council approval of the first reading, staff will:

- Conduct a robust outreach campaign to educate businesses on the ordinance going into effect;
- Finalize internal fee collection software updates;
- Create messaging and signage for businesses to display regarding the bag fee; and
- Investigate potential incentives for businesses who eliminate plastic bags ahead of the January 1, 2024 deadline.

Appendix A: Four Main Components of HB21-1162, the PPRA

January 1, 2023: **Plastic and Paper Bag Fee**

- $0.10 fee on all plastic and paper bags will go into effect (municipality may raise fee higher by resolution or ordinance)
- During this time, retailers can still give out plastic bags, but are required to charge
- Affects large grocery and retail stores
- Restaurants and small Colorado-only stores with 3 or fewer locations excluded
- Retailer keeps $0.04 to implement the program (if fee is higher, retailer retains 40%)
- Municipalities and Counties (unincorporated) receive $0.06 (or if fee is higher, 60%) to implement program, enforce the law, fund recycling, composting, waste diversion programs, and education.
- Does not apply to customers with federal or state food assistance programs
- Fee on plastic bags ends Jan. 1, 2024

January 1, 2024: Plastic Bag Ban

- Ban on plastic carryout bags goes into effect.
- Affects large grocery and retail stores
- Restaurants and small Colorado-only stores with 3 or fewer locations excluded
- Stores can use up any remaining stock of bags until June 1, 2024 as long as they were purchased by Jan. 1, 2024

January 1, 2024 – **Ban on polystyrene food containers and cups**

- Ban on polystyrene to-go food containers and cups goes into effect
- Affects all restaurants and schools
- Retail food establishments can use up any polystyrene containers purchased by Jan. 1, 2024 until they are gone

July 1, 2024: Local government pre-emption on plastic bans is lifted

- Municipalities and counties can enact, implement and enforce more stringent laws
- Local governments can enact and enforce laws that prohibit, restrict or mandate the use or sale of plastic materials, containers, packaging or labeling
- Exempts packaging for medical products including drugs, medical devices or dietary supplements

Appendix B: Exceptions under the Plastic Pollution Reduction Act as defined by the State

PLASTIC BAGS	
Covered under the ban and bag fee • Major* grocery stores and supermarkets • Major convenience stores • Major liquor stores • Pharmacies and drug stores • Major retailers • Other major stores or retail food establishments providing single use plastic carryout bags *those with more than three locations or with locations outside Colorado	**Exceptions from the ban and bag fee** • Smaller* stores • Restaurants • Farmers and roadside markets • Bags for loose, bulk items including hardware, bolts, screws, nuts, fruits, vegetables, grains • Bags for dry cleaning, laundry, or garments, prescription medication, frozen food, meat, seafood, plants and other items that could otherwise contaminate other items • Bags for unwrapped food or bakery goods such as those used by restaurants for take-home or to-go food • Bags for small pets like fish, crustaceans, mollusks and insects *those with three or fewer locations operating solely in Colorado

POLYSTYRENE (STYROFOAM)	
Covered under the ban • Restaurants • Major grocery stores and supermarkets • Major convenience stores • Other major retail food establishments providing expanded polystyrene containers • Cafeterias in schools, prisons and businesses	**Exceptions from the ban** • Farmers and roadside markets • Stores whose primary sales revenue does not come from food products.

Appendix C- PPRA Implementation Around Colorado

Community	Previous Ordinance	Current Bag Fee	Amount to Municipality	Amount to Business	Updates with PPRA Implementation
Vail, CO	No plastic bags at grocers over 4,000 sq feet; fee on paper	$0.10	100%	0%	Expand to all stores and retail food establishments with restaurants remaining exempt for time being. $0.25/bag and split 60% to business and 40% to town
Aspen, CO	No plastic bags at grocers >3,500 sq ft; fee on paper	$0.20	75%+	25% up to $100 per month	Will expand to all retailers that PPRA applies to as defined by the state and will charge $0.20/bag and split 60% to city / 40% to business
Avon, CO	No plastic bags in any retailer (including small stores and restaurants) fee on paper	$0.10	100% if >4,000 sq ft	100% if <4,000 sq ft	No changes to current regulation; plastic bags already prohibited town wide and keeping current fee and split structure through 2023
Boulder, CO	Plastic bag ban at grocery stores; fee paper bags with 40%+ RYC content	$0.10	60%	40%	Expand to all retailers required per PPRA; likely will increase fee to $0.25/bag in 2023 and maintain current split of the fee 60% to the city and 40% to the business.
Breckenridge, CO	No plastic bags and paper with <40% post consumer RYC material at any retailer; $0.10 fee on paper	$0.10	$0.10 less $100 per month per business	up to $100 per month	Still determining plan for PPRA implementation; considering raising to $0.25/bag
Fort Collins, CO	Plastic bag and paper <40% RYC content ban; paper bag >40% RYC content fee at large gorcers 10,000 sq ft+	$0.10	50%	50%	Updated and implemented in May, 2022; still applies to all large grocers; $0.10/bag fee split 60% to muncipality and 40% to business.
Eagle, CO	No previous ordinance in place	NA	NA	NA	Planning to implement as detailed in PPRA- $0.10/bag with fee being split 60% to municipality and 40% to business; small stores and restaurants exempt
Eagle County, CO	No previous ordinance in place for unincorporated Eagle County	NA	NA	NA	Still determining plan for PPRA implementation; considering following Avon or Vail's approach.

Appendix D- Ordinance No. 23, Series of 2022

ORDINANCE NO. 23
SERIES 2022

AN ORDINANCE REPEALING AND REENACTING CHAPTER 13 OF TITLE 5 OF THE VAIL TOWN CODE, REGARDING CARRYOUT BAG REQUIREMENTS AND FEES

WHEREAS, the Town has a duty to protect the natural environment, the economy and health of its citizens and guests;

WHEREAS, the Town is committed to environmental protection and stewardship;

WHEREAS, reducing the use of disposable carryout bags has a positive impact on the local environment, including reducing pollution, greenhouse gas emissions, litter, harm to wildlife, water consumption, energy consumption and solid waste generation;

WHEREAS, in March 2015, the Town Council adopted Ordinance No. 2, Series of 2015, which prohibited disposable plastic bags and required a charge for the use of disposable paper bags at grocers;

WHEREAS, the Colorado Legislature has adopted the Plastic Pollution Reduction Act, which will impose a statewide carryout bag fee on January 1, 2023, and will prohibit distribution of single-use plastic carryout bags on January 1, 2024; and

WHEREAS, the state legislation requires amendments to the Vail Town Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO, THAT:

Section 1. Title 5, Chapter 13 of the Vail Town Code is hereby repealed in its entirety and reenacted follows:

CHAPTER 13: CARRYOUT BAGS

5-13-1: PURPOSE:

The purpose of this Chapter is to protect the public health, safety and welfare by encouraging the use of reusable carryout bags and discouraging the use of disposable carryout bags.

5-13-2: DEFINITIONS:

For purposes of this Chapter, the following terms shall have the following meanings:

CARRYOUT BAG: A bag that is furnished to a customer at a store at the point of sale for use by the customer to transport or carry purchased items,

but excluding: a bag made of paper when the paper has a basis weight of 30 pounds or less; a bag that a pharmacy provides to a customer purchasing prescription medication; a laundry, dry cleaning or garment bag; or a bag that a customer uses inside a store to package loose or bulk items, such as fruits, vegetables, nuts, grains, candy, greeting cards, small hardware, live insects, fish crustaceans, mollusk or other small species, bulk seed, livestock or pet feed, or to contain or wrap unwrapped prepared foods, meat, seafood, fish, flowers, potted plants or other items that, if they were to come into contact with other items, could dampen or contaminate the other items.

CONTAINER: A receptacle upon which or inside which food may be placed for consumption, whether or not the receptacle can be fully closed, including hinged food containers, plates, bowls, and trays.

FOOD: Any raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale, in whole or in part, for human consumption, but excluding a drug, as defined in C.R.S. § 25-5-402(9).

GROCER: A retail business located in a permanent building containing at least 4,000 square feet of retail space, that operates year round as a full line, self-service market offering for sale staple foodstuffs, meats, produce or other perishable items for off-premises human consumption, but excluding businesses at which foodstuffs are an incidental part of the business.

PLASTIC: A synthetic material made from linking monomers through a chemical reaction to create a polymer chain that can be molded or extruded at high heat into various solid forms that retain their defined shapes during their life cycle and after disposal.

POINT OF SALE: A check-out stand, cash register, or other point in a store or retail food establishment at which a sales transaction occurs, or for products that are ordered remotely from a store or retail food establishment and delivered, the location where the products are delivered.

RECYCLED PAPER CARRYOUT BAG: A paper carryout bag made from one hundred (100) percent recycled material or other post-consumer content.

RETAIL FOOD ESTABLISHMENT: Has the meaning set forth in C.R.S. § 25-4-1602(14), except it does not include farmers' markets and roadside markets as described in C.R.S. § 25-4-1602(14)(j).

REUSABLE CARRYOUT BAG: A carryout bag that is designed and manufactured for at least one hundred twenty-five (125) uses, can carry at

least twenty-two (22) pounds over a distance of one hundred seventy-five (175) feet, has stitched handles, and is made of cloth, fiber, or other fabric or recycled material such as polyethylene terephthalate (PET); excluding bags made of biologically based polymers such as corn or other plant sources; except that a carryout bag made of hemp is a reusable carryout bag if it is designed and manufactured in accordance with the above terms.

SINGLE-USE PLASTIC CARRYOUT BAG: A carryout bag that is a single-use plastic product made predominantly of plastic derived from natural gas, petroleum, or a biologically based source, such as corn or other plant sources, and that is provided to a customer at the point of sale.

STORE: A grocer, supermarket, convenience store, liquor store, dry cleaner, pharmacy, drug store, clothing store, or other type of retail establishment at which carryout bags are traditionally provided to customers, including a farmers' market, roadside market or stand, festival, or other temporary vendor or event that includes temporary vendors.

5-13-3: CARRYOUT BAGS:

(A) Commencing on the effective date of the ordinance codified in this Chapter, all stores shall charge the fee established by Section 5-13-4 for each carryout bag provided to a customer at any point of sale. Commencing on January 1, 2024, all stores and retail food establishments shall charge the fee established by Section 5-13-4 for each carryout bag provided to a customer at any point of sale.

(B) Commencing on the effective date of the ordinance codified in this Chapter, no grocer shall provide a single-use plastic carryout bag to a customer at any point of sale. Commencing on January 1, 2024, no store or retail food establishment shall provide a single-use plastic carryout bag to a customer at any point of sale; provided that, until June 1, 2024, a store or retail food establishment may provide a single-use plastic carryout bag to a customer, for the fee established by Section 5-13-4, if the single-use plastic carryout bag was part of the inventory of the store or retail food establishment before January 1, 2024.

(C) A retail food establishment is exempt from this Section if it prepares or serves food in individual portions for immediate on-premises or off-premises consumption and is not a grocer or convenience store.

(D) This Chapter shall not prohibit a customer from using bags of any type that the customer brings into the store or retail food establishment, or from carrying away goods that are not placed in a bag.

5-13-4: CARRYOUT BAG FEE:

(A) The carryout bag fee shall be $0.25 per carryout bag.

(B) Stores shall record the number of recycled paper carryout bags and single-use plastic carryout bags provided to each customer and the total amount of the carryout bag fee charged to the customer on the customer transaction receipt.

(C) No store may reimburse a customer for any part of the carryout bag fee, but stores may provide incentives for the use of reusable carryout bags through credits or rebates.

(D) Each store shall conspicuously display a sign in a location inside or outside the store, which sign alerts customers about the carryout bag fee.

(E) The carryout bag fee shall not apply to any customer that provides proof that they are a participant in a federal or state food assistance program.

(F) A store may retain $0.15 of each carryout bag fee charged to be used for:

(1) Providing educational information to customers;

(2) Training staff in the implementation and administration of the carryout bag fee;

(3) Improving or altering infrastructure to allow for the administration, collection, implementation and reporting of the carryout bag fee; and

(4) Providing recycled paper carryout bags and reusable carryout bags to customers.

(G) The remaining $0.10 of each carryout bag fee shall be paid to the Town, and the Town shall deposit all revenues from carryout bag fees in a designated waste reduction fund, to be used for:

(1) Producing and providing reusable carryout bags to Town residents and guests;

(2) Providing education and outreach campaigns to raise awareness about waste reduction, recycling and compost;

(3) Funding programs and infrastructure that allow the community to reduce waste and recycle;

(4) Purchasing and installing equipment designed to minimize waste pollution, including recycling containers and waste receptacles;

(5) Funding community cleanup or collection events and other activities to reduce waste;

(6) Maintaining a public website for the purpose of educating the Town's residents and guests on waste reduction efforts; and

(7) The administration of the carryout bag fee.

(H) The carryout bag fee shall be paid pursuant to all applicable provisions of the Town's sales tax code, including administration, collection and enforcement. The Town shall provide the necessary forms for stores to file individual returns with the Town to demonstrate compliance with this Chapter. Notwithstanding this method of collection, the carryout bag fee is not a tax.

5-13-5: RECORDS:

(A) Each store shall maintain accurate and complete records of the carryout bag fees collected under this Chapter and the number of carryout bags provided to customers, and shall also maintain such books, accounts, invoices, or other documentation necessary to verify the accuracy and completeness of such records. All such documents and records shall be maintained for a period of three (3) years from the end of the calendar year of such records.

(B) If requested, each store shall make the foregoing records available for inspection and audit by the Town during regular business hours so that the Town may verify compliance with this Chapter.

5-13-6: VIOLATION AND PENALTY:

(A) It is unlawful to violate this Chapter. Each violation of this Chapter shall constitute a separate offense.

(B) Violations of this Chapter shall be punishable as follows:

(1) First violation in any calendar year: a fine of $50;

(2) Second violation in the same calendar year: a fine of $100; and

(3) Third or subsequent violation in the same calendar year: a fine of $300.

Section 2. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not effect the validity of the remaining portions of this ordinance; and the Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

Section 3. The Council hereby finds, determines and declares that this ordinance is necessary and proper for the health, safety and welfare of the Town and the inhabitants thereof.

Section 4. The amendment of any provision of the Town Code as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision amended. The amendment of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

Section 5. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution or ordinance, or part thereof, theretofore repealed.

Section 6. This ordinance shall take effect on January 1, 2023.

INTRODUCED, READ ON FIRST READING, APPROVED, AND ORDERED PUBLISHED ONCE IN FULL ON FIRST READING this 6th day of December, 2022 and a public hearing for second reading of this Ordinance set for the _____ day of _____, 2022, in the Council Chambers of the Vail Municipal Building, Vail, Colorado.

_____
Kim Langmaid, Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

READ AND APPROVED ON SECOND READING AND ORDERED PUBLISHED this ___ day of _____, 2022.

_____
Kim Langmaid, Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

AGENDA ITEM NO. 7.3

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
TIME:	20 min.
SUBMITTED BY:	Carlie Smith, Finance
ITEM TYPE:	Action Items
AGENDA SECTION:	**Action Items**
SUBJECT:	**Ordinance No. 24, Series of 2022, First Reading, An Ordinance Making Budget Adjustments to the Town of Vail General Fund, Capital Projects Fund, Real Estate Transfer Tax Fund, Housing Fund, Residences at Main Vail Fund, Heavy Equipment Fund of the 2022 Budget for the Town of Vail, Colorado; and Authorizing the said Adjustments as Set Forth Herein; and Setting Forth Details in Regard Thereto**
SUGGESTED ACTION:	Approve, approve with amendments or deny Ordinance No. 24, Series of 2022 upon first reading.
PRESENTER(S):	Carlie Smith, Finance Director

ATTACHMENTS:
221206 2022 4th Supp.pdf

TOWN OF VAIL

Memorandum

TO: Vail Town Council

FROM: Finance Department

DATE: December 6, 2022

SUBJECT: Fourth Supplemental Appropriation of 2022

I. SUMMARY

During Tuesday evening's session, you will be asked to approve the first reading of Ordinance No. 24 making supplemental appropriations and adjustments to the 2022 budget.

II. DISCUSSION

General Fund

In total, budgeted revenues in the General Fund will be increased by $1,153,739. This includes $525,000 in loading and delivery permit fees that will go towards funding the annual cost of $1,374,000 for the program. Revenue adjustments also include a $110,371 increase in the Real Estate Transfer Tax (RETT) collection fee, (a 5% administrative fee paid to the General Fund). The fee increase corresponds with the increase in RETT revenue collected year to date (see below increase in RETT). The remaining $518,368 of revenue adjustments that will be offset by corresponding expenditures include:

- $15,200 of rent revenue from the newly purchased and leased employee housing units which will be offset by HOA dues and master lease payments.
- A total of $493,575 in state reimbursements for deployments to 20 separate wildfires, with $351,575 of that covering the town's personnel and travel costs and $141,998 for use of town vehicles and equipment during wildfire deployments.
- $9,595 use of Friends of the Library funds for the Storywalk, Champagne Celebration, Senior Luncheon, Oral History presentation, and the annual Fall Appeal.

General Fund expenditures are proposed to increase by $989,681 of which $518,368 will be reimbursed listed above. The remaining $471,313 includes:

- $50,000 to contract with a grant writer specifically for future housing project grants.
- $8,400 towards the Steward Vail project for work beyond the original scope.
- $160,000 for attorney fees. During 2022, attorney hours increased due to litigation and overall activity at the town.
- $36,000 for annual costs of electric vehicle (EV) station management and maintenance. This includes parts and labor warranties, technical support, on-site repairs when needed, and access to the admin dashboard.

- $40,000 for branding and marketing the new parking system approved by Council during the October 4th Council meeting.
- $37,200 for the Vail Village Inn order to pay legal fees.
- $127,813 increase in expenditures in the General Fund offset by a reduction of expenditures from the Capital Projects Fund for annual maintenance costs for the Synexis air filtering systems. This has no net effect on the total budget.

The adjustments in the General Fund also reflect a reduction in expenditures of $135,000 which will be offset by an increase in expenditures in the Capital Projects Fund for both loading and delivery program capital asset purchases such as refrigerators and shelving ($125,000) in addition to a new fire hose ($10,000).

The above adjustments to the General Fund 2023 budget result in an estimated fund balance of $49.8 million by the end of 2023, or 90% of annual revenues in a normal year.

Capital Projects Fund

Budgeted revenues will be adjusted by a decrease of $835,000 offset by an increase of $1,926,215. Based on year-to-date collections, use tax is being reduced by $835,000. YTD collections total $1,946,012, down 45% compared to the prior year when construction use tax was significantly higher due to several large residential projects and the construction of the new Marriott Residence Inn. The 2022 amended construction use tax budget totals $1,965,000.

The $1,926,215 of revenues adjustments include the following and will be directly offset by corresponding expenditures:

- A $1,814,882 state grant to go towards the purchase two electric buses ($2,200,000). These buses are included in the 2024 budget but are requested to move forward to be ordered this year for delivery in 2024. Both the expenditure and grant revenue will later be re-appropriated in the 2023 budget.
- $61,333 total reimbursement from Eagle County and the Town of Avon towards the shared Special Operation Unit robot, “Stanley”. The total cost of the SOU robot is $92,000 and is being split equally across the three entities.
- $50,000 reimbursement from the Vail Local Marketing District for the new Welcome Center displays ($200,000). Both the reimbursement and the expenditures were originally budgeted in the Real Estate Transfer Tax Fund. This has no impact on the total budget.

Staff is requesting to increase expenditures by a total of $2,873,688 of which $2,492,000 relates to expenditures corresponding to the reimbursements mentioned above. The remaining $974,130 includes:

- $297,000 for an oversize turnaround at Bighorn Rd approved by Council during the September 9th meeting. This will also utilize savings of $211,000 within the capital street maintenance annual budget.
- $128,000 for parking signage approved by Council October 4th.
- $101,500 annual cost for the Axon body-worn camera system originally approved as part of the 2021 budget as a five-year commitment that was left out of the original 2022 Budget in error.
- $125K for capital asset purchases to support the loading and delivery program. Initially, the total cost of this program was budgeted in the General Fund. The General Fund reflects a corresponding decrease, and this adjustment will have no net effect on the total budget.

- A reduction of $127,813 is reflected in the budget to offset the increase in the General Fund for operating and maintenance costs of the town's Synexis air filtration system. This has a net zero effect on the overall budget.
- $3,500 is requested to cover the increased annual costs of project THOR (internet fiber infrastructure).
- $15,000 is requested for additional cabling needed for the new parking system.
- $10,000 for the redevelopment of the Sole Power App on the town's new website platform.
- $25,000 for overall increases across the town's software systems.
- $2,000 towards the increased engineering costs for the underground Holy Cross project proposed as part of the 2023 budget.

The Capital Projects Fund also reflects a $3,000 transfer to the Residences at Main Vail for an arbitrage compliance audit required by law.

All of the above adjustments will result in an estimated fund balance of $15.1 million by the end of 2023.

Real Estate Transfer Tax (RETT) Fund

Budgeted revenues will be adjusted by an increase of $2,220,495. The majority of the increase is an adjustment of $2,207,414 to real estate transfer tax based on year-to-date collections. The town has begun to see a slowdown in real estate sales however collections have been boosted by the sale of the Four Seasons and the Sitzmark. Year-to-date collections total $9.3M compared to an annual budget of $7.5M. To correspond with the increase in revenue, an additional $110,371 of real estate transfer tax collection fees will be paid to the General Fund. The additional $13,081 of revenue adjustments includes utilizing $8,915 of bag fee revenue to offset the increased cost of $10,915 for Clean Up Day and $4,166 of grant revenue from local organizations used to purchase Sole Power program prizes. Total revenue will also be decreased by $50,000 to shift the Vail Local Marketing District reimbursement for the Welcome Center displays along with the expenditures of $200,000 to the Capital Projects Fund.

Staff is requesting to supplement expenditures by a total of $512,084 of which will be offset by a $200,000 decrease in expenditures to transfer the Welcome Center Display project to the Capital Project Fund. Of the total $512,084 requested, $125,452 corresponds to the reimbursements above. The remainder includes the following:

- $50,000 of additional Fire Free Five program funds to support the higher-than-anticipated community participation.
- $216,000 for the Vail Recreation District golf course greens project.
- $16,593 for the increased costs of the Front Ranger program. The town's total 2022 contribution towards this program is $49,593.
- A re-appropriation of $104,040 from 2021 for solar at the new Public Works shops building

The RETT fund also reflects the use of $20,000 of recreation path maintenance project savings towards additional landscaping expenditures at the new Booth Heights trailhead restroom due to unanticipated underground water conditions.

The above adjustments will result in an estimated fund balance of $6.6 million at the end of 2023.

Housing Fund

During the 2nd supplemental, a placeholder of $4,500,000 was allocated within the Housing Fund to be available for various housing programs and purchases throughout the year. This supplemental reflects the allocation of those funds for specific projects including $50,000 for surveying, appraisal, and legal costs of the East Vail parcel, $600,000 of additional funds to purchase the East Vail parcel from the Colorado Department of Transportation (total cost of $2,600,000), and $195,000 for a geotechnical study at the western half of Timber Ridge Apartments.

The Housing Fund also reflects an additional $313,000 of the 0.5% dedicated housing sales tax. A total of $4,813,000 is forecasted in the 2022 amended budget to fund community housing projects and programs.

Lastly, the Housing Fund reflects $46,000 of housing fees-in-lieu of collections allocated towards future buydown funds.

The above adjustments will result in an estimated fund balance of $504,531 at the end of 2023.

Residences at Main Vail Fund

The Residences at Main Vail budget reflects an increase of $3,000 in total expenditures for annual arbitrage compliance audit fees on the new construction bonds. This will be offset by a transfer from the Capital Projects Fund.

Heavy Equipment Fund

Budgeted revenue will be adjusted by $53,611 insurance reimbursement for a vehicle that was destroyed by a vehicle fire. These funds will be used to purchase a new truck at a total cost of $62,555. Budgeted adjustments also include an increase of $243, 850 in expenditures to order a new Type 6 Brush Truck in 2022 and to be delivered in 2023. Council approved this purchase earlier this year.

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
GENERAL FUND

	2022 Budget	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	4th Supplemental	2022 Amended
Revenue							
Local Taxes:	$ 30,700,000	$ 7,200,000	$ 37,900,000	$ 2,050,000	$ 39,950,000		$ 39,950,000
Sales Tax Split b/t Gen'l Fund & Capital Fund	**62/38**		**62/38**		**62/38**		**62/38**
Sales Tax	19,034,000	4,466,000	23,500,000	1,271,000	24,771,000		24,771,000
Property and Ownership	6,014,631		6,014,631	50,000	6,064,631		6,064,631
Ski Lift Tax	5,448,196	100,000	5,548,196	725,000	6,273,196		6,273,196
Franchise Fees, Penalties, and Other Taxes	1,693,618		1,693,618	98,000	1,791,618		1,791,618
Licenses & Permits	2,186,704		2,186,704	100,000	2,286,704	525,000	2,811,704
Intergovernmental Revenue	2,350,723	265,000	2,615,723	570,188	3,185,911	603,944	3,789,855
Transportation Centers	6,608,758	550,000	7,158,758	600,000	7,758,758		7,758,758
Charges for Services	1,071,297		1,071,297		1,071,297		1,071,297
Fines & Forfeitures	206,566		206,566		206,566		206,566
Earnings on Investments	200,000		200,000		200,000		200,000
Rental Revenue	1,119,843	17,336	1,137,179		1,137,179	15,200	1,152,379
Miscellaneous and Project Reimbursements	251,000	53,934	304,934	20,400	325,334	9,595	334,929
Total Revenue	**46,185,336**	**5,452,270**	**51,637,606**	**3,434,588**	**55,072,194**	**1,153,739**	**56,225,933**
Expenditures							
Salaries	23,041,583	1,275,000	24,316,583	(265,698)	24,050,885	251,125	24,302,010
Benefits	8,075,454	250,000	8,325,454	2,496	8,327,950	100,450	8,428,400
Subtotal Compensation and Benefits	31,117,037	1,525,000	32,642,037	(263,202)	32,378,835	351,575	32,730,410
	7.9%						
Contributions and Welcome Centers	284,611		284,611		284,611		284,611
Chilcare Program Funding	250,000		250,000		250,000		250,000
All Other Operating Expenses	9,036,237	718,452	9,754,689	749,842	10,504,531	494,706	10,999,237
Heavy Equipment Operating Charges	2,816,503		2,816,503		2,816,503		2,816,503
Heavy Equipment Replacement Charges	971,764		971,764		971,764		971,764
Dispatch Services	652,938		652,938		652,938		652,938
Total Expenditures	45,129,090	2,243,452	47,372,542	486,640	47,859,182	846,281	48,705,463
Surplus (Deficit) from Operations	**1,056,246**	**3,208,818**	**4,265,064**	**2,947,948**	**7,213,012**	**307,458**	**7,520,470**
One-Time Items:							
Federal Grants							
ARP Transit Grant (Operating)	-	337,234	337,234		337,234		337,234
CRRSAA Transit Grant (Operating)	1,658,768	-	1,658,768		1,658,768		1,658,768
American Rescue Plan Grant	-	1,170,000	1,170,000		1,170,000		1,170,000
American Rescue Plan Initiatives	(585,000)	(585,000)	(1,170,000)		(1,170,000)		(1,170,000)
Planning Projects							
Destination Stewardship Mgmt Plan	(100,000)	(100,000)	(200,000)	(30,000)	(230,000)	(8,400)	(238,400)
Vail 2050 Plan	(50,000)	-	(50,000)		(50,000)		(50,000)
Civic Area/Dobson Master Plan	(200,000)	-	(200,000)		(200,000)		(200,000)
West Vail Master Plan	(225,000)	-	(225,000)	(5,478)	(230,478)		(230,478)
Contributions Funded with Reserves							
Vail Chapel	(500,000)	-	(500,000)		(500,000)		(500,000)
Mountain Travel Symposium	(158,000)	-	(158,000)		(158,000)		(158,000)
Net Increase /(Decrease) due to One- Time Items:	**(159,232)**	**822,234**	**663,002**	**(35,478)**	**627,524**	**(8,400)**	**619,124**

Transfer to Marketing & Special Events Fund	(2,490,600)	73,515	(2,417,085)	(8,000)	(2,425,085)		(2,425,085)
Transfer to Other Funds	-	-	-	(291,938)	(291,938)		(291,938)
Surplus (Deficit) Net of Transfers and One-Time Items	**(1,593,586)**	**4,104,567**	**2,510,981**	**2,612,532**	**5,123,513**	**299,058**	**5,422,571**
Beginning Fund Balance	39,981,996		44,426,118		44,426,118		44,426,118
Ending Fund Balance	**$ 38,388,410**		**$ 46,937,099**		**$ 49,549,631**		**$ 49,848,689**
As % of Annual Revenues	83%		91%		90%		89%
EHOP balance included in ending fund balance - not spendable	$ 1,223,500	$ 122,738	$ 1,346,238		$ 1,346,238		$ 1,346,238

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND

	2022	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	3rd Supplemental	2022 Amended	4th Supplemental	2022 Amended	
Total Sales Tax Revenue:	$ 30,700,000	$ 7,200,000	$ 37,900,000	$ 2,050,000	$ 39,950,000		$ 39,950,000		$ 39,950,000	2022: Adjusted for 2022 YTD thru April through November flat with 2021 Actuals; December down 5%
Sales Tax Split between General Fund & Capital Fund	**62/38**		**62/38**		**62/38**		**62/38**		**62/38**	
Sales Tax - Capital Projects Fund	$ 11,666,000	$ 2,734,000	$ 14,400,000	$ 779,000	$ 15,179,000		$ 15,179,000		$ 15,179,000	Sales tax split 62/38
Use Tax	2,800,000		2,800,000		2,800,000		2,800,000	(835,000)	1,965,000	2022: **Decrease use tax based on YTD collections**; Based on 5-year average with Park Meadows Project
Construction Fees / Traffic Impact Fees	-	1,500,000	1,500,000		1,500,000		1,500,000		1,500,000	2022: Re-appropriate $1.5M traffic impact fee for Frontage Rd project
Franchise Fee	204,000		204,000		204,000		204,000		204,000	1% Holy Cross Franchise Fee approved in 2019; 2022-2035 based on 2% annual increase
Federal Grant Revenue	-	1,650,000	1,650,000		1,650,000		1,650,000		1,650,000	2022: Allocation from Hickenlooper/Bennet federal grant award for two additional electric buses
Other County Revenue	-	351,000	351,000		351,000		351,000	111,333	462,333	2022: **$61.3K from Eagle County and Town of Avon for shared cost of SOU; $50K from VLMD towards WC displays**; $351K from ERWSD for Frontage Road Improvements project
Other State Revenue	-	2,364,149	2,364,149		2,364,149		2,364,149	1,814,882	4,179,031	2022: **$1.8M CDOT grant towards two electric buses**; $2.1M CDOT grant for four electric buses; $255.7K CDOT grant for four electric bus chargers; $6K ARP library grant for additional book drop; $36K grant for electric car charging infrastructure
Lease Revenue	164,067		164,067		164,067		164,067		164,067	Per Vail Commons commercial (incr. every 5 years); adjusted to remove residential lease revenue ($38K)
Employee Rental Housing Sales				295,000	295,000		295,000		295,000	Sale of Vail Heights #7 (purchased in 2015)
Project Reimbursement	-	15,000	15,000		15,000		15,000		15,000	2022: $15K reimbursement from Vail Health for new bus stop included in Frontage Rd project, and $351K ERWSD reimbursement for Frontage Rd. project; 2021: $60K Vail Health Reimbursement for Frontage Rd Improvements project, ; $1.5M from traffic impact fee from Vail Health for Vail Health/ Frontage Road Project;
Timber Ridge Loan repayment	463,043		463,043		463,043		463,043		463,043	2021: Payoff of TR Loan (originally budgeted to be paid off in 2028)
Earnings on Investments and Other	112,865		112,865		112,865		112,865		112,865	2021: 0.7% returns assumed on available fund balance
Total Revenue	**15,409,975**	**8,614,149**	**24,024,124**	**1,074,000**	**25,098,124**	**-**	**25,098,124**	**1,091,215**	**26,189,339**	
Facilities										
Facilities Capital Maintenance	489,500	6,000	495,500		495,500		495,500	(137,813)	357,687	2022: **Decrease facilities maint budget by $127.8K for Synexis operating costs (to be paid by GF); Transfer $10K of facilities capital to Donovan Pavilion for upgrades and capital maint**.; $6K for additional library book drop at Safeway (reimbursement above); Fire Station interior paint ($35K), Fire Stations Radiant tube replacement ($25K); Library Skylight maintenance ($150K), PW roof repairs ($50K), Phase 3 of transit center skylight replacement ($50K); 2021: garage door replacements ($50K), PW boiler replacement ($20K), 2nd phase of transit center skylight replacement ($50K), Buzzard Park repairs ($41K)
Municipal Complex Maintenance	835,000	714,407	1,549,407		1,549,407		1,549,407		1,549,407	2022: Re-appropriate $714.4K for Municipal and Comm Dev Building Remodel; Replace HR heat system ($100K); 2021: Muni Admin air handlers ($225K), $373K for Muni/PD air handlers and Council Chamber remodel; $25K for Community Development workspace improvements; Transfer $22.8K to Donovan Pavilion; 2021 includes Admin Upper level system installation ($175K), PD Stucco patching and painting ($40K), PD wood siding replacement ($30K);
Public Works Building Maintenance	-	300,000	300,000		300,000		300,000		300,000	2022: $300K to replace two HVAC units at Public Works
Welcome Center/Grandview Capital Maintenance	25,000	100,000	125,000		125,000		125,000	200,000	325,000	2022: $100K Furniture replacement in Vail Village Welcome Center; **$200K DSP educational displays in the Lionshead and Vail Village Welcome Centers; $50K reimbursement from the VLMD**
Employee Rental Units	-		-	3,088,649	3,088,649	8,000,000	11,088,649		11,088,649	**$8.0M for TOV Employee Rental Unit Purchases**; Transfer 2022 Employee Rental Units purchases to Capital Fund
Employee Rental Capital Maint	-		-	25,000	25,000		25,000		25,000	Transfer 2022 Capital Main budget for town owned rental units to Capital Fund
Snowmelt Boilers Replacement	500,000	867,129	1,367,129		1,367,129		1,367,129		1,367,129	2021-2023: Re-appropriate for replacement of TRC 8 electric boilers (2 per year)
Donovan Pavilion Remodel	-	5,000	5,000		5,000		5,000	10,000	15,000	2022:Final Donovan Pavilion upgrades; 2021: Remodel and Upgrades to Pavilion; Relocation of HVAC system; **Transfer $10K of facilities capital to Donovan Pavilion for upgrades and capital maint**
Public Works Shops Expansion	-	1,827,316	1,827,316		1,827,316		1,827,316		1,827,316	Expansion and remodel of the Public Works shop complex as outlined in an updated public works master plan (previously completed in 1994). The plan will ensure shop expansions will meet the needs of the department and changing operations; 2019-2020: Phase I includes demo and reconstruction of a two story streets building; retaining wall construction, new cinder building, relocation of the green house building, and a vertical expansion allowance for future building options. Lease financing in 2021 included below.
Total Facilities	1,849,500	3,819,852	5,669,352	3,113,649	8,783,001	8,000,000	16,783,001	72,187	16,855,188	
Parking										
Parking Structures	785,000	376,429	1,161,429		1,161,429		1,161,429		1,161,429	2020-2035: Various repairs including deck topping replacement, expansion joint repairs, ventilation, HVAC, plumbing and other structural repairs
Oversized Parking Area	2,000,000	100,000	2,100,000		2,100,000		2,100,000		2,100,000	2022: $100K for Design and survey costs for new oversized parking area; $2.0M placeholder for Construction of surface parking lot
Parking Entry System / Equipment	-	1,510,410	1,510,410		1,510,410		1,510,410		1,510,410	2021: Re-appropriate $1.2M for a new parking system; $312K for 5 year up front cost of subscription software
Red Sandstone Parking Structure (VRA)	-	23,855	23,855		23,855		23,855		23,855	2022: Re-appropriate $23.8K to build fence at parking structure
Lionshead Parking Structure Landscape Renovations (VRA)	-	30,291	30,291		30,291		30,291		30,291	2022: complete landscaping at the Lionshead parking structure ($30.3K); resealing and concrete replacement
Total Parking	2,785,000	2,040,985	4,825,985	-	4,825,985	-	4,825,985	-	4,825,985	

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND

	2022	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	3rd Supplemental	2022 Amended	4th Supplemental	2022 Amended	
Transportation										
Bus Shelters	30,000		30,000		30,000		30,000		30,000	Bus shelter annual maintenance; 2020 includes Lionshead transit center Westbound Bus shelter
Replace Buses	-	7,650,000	7,650,000		7,650,000		7,650,000	2,200,000	9,850,000	2022: **2 electric buses ordered in 2023 to be delivered in 2024 ($2.2M)**; Move forward $6M from 2023 budget to purchase 6 electric buses; $1.65M for 2 more electric buses paid by Hickenlooper federal grant dollars; 2021: Re-appropriate $3.5M for buses ordered in 2020 with delivery in 2021;
Traffic Impact Fee and Transportation Master Plan Updates	-	306,785	306,785	75,000	381,785		381,785		381,785	2022: $75K for big data analysis and public outreach on Transp. Master Plan update project. Municipal and Comm Dev Building Remodel; Replace HR heat system ($100K)
Hybrid Bus Battery Replacement	-	165,000	165,000		165,000		165,000		165,000	2022: Scheduled replacement placeholder; Estimated life of 6 years; While batteries are passed their lifecycle replacement has not been needed as of yet
Electric bus chargers and electrical service rebuild	-	402,675	402,675	30,000	432,675		432,675		432,675	2022: Supplement $30K to include W Vail Fire Station charging station and 5 year subscription. Re-appropriate $147K for electric bus infrastructure; $255K additional funding from CDOT grant; 2021:$1.3M to continue to construct electric bus charging station and electrical service infrastructure at Lionshead and Vail Village Transit centers; $1.1M in grant revenue will offset cost of this project
Total Transportation	30,000	8,524,460	8,554,460	105,000	8,659,460		8,659,460	2,200,000	10,859,460	
Road and Bridges										
Capital Street Maintenance	1,405,000		1,405,000	(25,000)	1,380,000		1,380,000	(211,000)	1,169,000	2022: **Transfer $211K to Bighorn Rd oversize turnaround**; Transfer $25K to bridge repairs. On-going maintenance to roads and bridges including asphalt overlays, patching and repairs; culverts; 2022/2023 includes asphalt and mill overlay ($575K)
Street Light Improvements	75,000	219,369	294,369		294,369		294,369		294,369	Town-wide street light replacement
Slifer Plaza/ Fountain/Storm Sewer	-	71,417	71,417		71,417		71,417		71,417	2022: Re-appropriate $71.4K for water quality vault ongoing repairs
Vail Health / TOV Frontage Road improvements	-	3,387,820	3,387,820		3,387,820		3,387,820		3,387,820	2022: VH plans for expansion; Improvements would span from LH Parking structure to Municipal building; $6.0M funded by VRA in 2021, Traffic impact fee ($1.5M), Timing of this project is pending the Civic Center Master Plan
Neighborhood Bridge Repair	-	100,000	100,000	25,000	125,000		125,000		125,000	2022: Transfer $25K from Street Mtce to cover bridge repairs Move forward $100K from 2023 budget to begin design of Bighorn Rd Bridge rails and culvert replacement; $800K budgeted for construction in 2023
Seibert Fountain Improvements	-	27,888	27,888		27,888		27,888		27,888	2022: Final payments for Fountain software system and valve upgrades at Seibert Fountain
Bighorn Rd oversize Turnaround	-		-		-		-	297,000	297,000	**2022: Construction of oversized turnaround at Bighorn Rd approved by Council on September 9th**
Roundabout Lighting Project	-	50,000	50,000		50,000		50,000		50,000	2022: Move forward $50K to design roundabout lighting project. The 2023 budget includes $2.5M and proposes to install new lighting at the West Vail and Vail Town Center roundabouts. Current light poles will be replaced with 30' LED light poles and would incorporate smart transportation equipment such as traffic cameras
Neighborhood Road Reconstruction	-	1,463,175	1,463,175		1,463,175		1,463,175		1,463,175	2022: Re-appropriate $1.5M for East Vail road Major Drainage Improvements construction
Vail Village Streetscape/Snowmelt Replacement	-	1,250,000	1,250,000		1,250,000		1,250,000		1,250,000	Replacement of 18 yr. old streetscape and snowmelt infrastructure in Vail Village
Total Road and Bridge	1,480,000	6,569,669	8,049,669	-	8,049,669	-	8,049,669	86,000	8,135,669	
Technology										
Town-wide camera system	30,000	30,000	60,000		60,000		60,000		60,000	$30K Annual maintenance
Audio-Visual capital maintenance	150,000		150,000	(53,250)	96,750		96,750		96,750	2022: Reduce audio visual budget for annual operating cost for security camera software support; Re-assessment and update of A/V and videoconferencing solutions town-wide ($132K); '$18K annual maintenance / replacement of audio-visual equipment in town buildings such as Donovan, Municipal building, Grand View, LH Welcome Center; 2021: $100K Welcome Center video wall replacement;
Document Imaging	50,000		50,000		50,000		50,000		50,000	Annual maintenance, software licensing, and replacement schedule for scanners and servers includes $2.5K for Laserfiche
Software Licensing	700,000		700,000		700,000		700,000	25,000	725,000	Annual software licensing and support for town wide systems
Hardware Purchases	75,000		75,000		75,000		75,000		75,000	2021-2025: $75K for workstation replacements (20-25 per year); 2021: Time Clock Replacement ($125K); workstation replacements ($50K);
Website and e-commerce	60,000	10,000	70,000		70,000		70,000	10,000	80,000	2022-2026: Annual website maintenance ($60K); 2022: **$10K increase for Sole Power app**; $10K Re-appropriation to continue website migration to Granicus; 2021: $50K for new Vailgov.com website framework and website upgrades; Internet security & application interfaces; website maintenance $12K; Vail calendar $24K; domain hosting $15K; web camera streaming service $24K;
Fiber Optics / Cabling Systems in Buildings	50,000	575,000	625,000		625,000		625,000	15,000	640,000	2022-2025: **$15K for additional cabling for new parking system**; Repair, maintain & upgrade cabling/network Infrastructure $50K; $575K re-appropriation to add additional fiber infrastructure to connect critical IT equipment locations including the Village parking structure; the Muni Building; LH Parking Structure; and the West Vail Fire Station
Network upgrades	30,000	25,000	55,000		55,000		55,000		55,000	2022: Re-appropriate $25K for delayed wireless devices unable to order during 2021; Computer network systems - replacement cycle every 3-5 years;
Data Center (Computer Rooms)	155,000		155,000		155,000		155,000		155,000	2021: $125K for data center equipment annual maint; Re-appropriate $73.4K to continue Data Center remodel; $30K annual maintenance; 2022: Includes $125K for Data Center equipment annual maint agreement (2 year agreement)
Broadband (THOR)	94,800		94,800		94,800		94,800	3,500	98,300	2021-2024: $94.8K annual broadband expenses, potential future revenues
Business Systems Replacement	-	55,000	55,000		55,000		55,000		55,000	2022: HR Performance mgmt. system ($55K)
Total Technology	1,394,800	695,000	2,089,800	(53,250)	2,036,550	-	2,036,550	53,500	2,090,050	

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND

	2022	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	3rd Supplemental	2022 Amended	4th Supplemental	2022 Amended	
Public Safety										
Public Safety System / Records Mgmt. System (RMS)	25,000	11,000	36,000		36,000		36,000		36,000	$25K Annual capital maintenance of "County-wide "Computer Aided Dispatch/Records Mgmt. System";2022: Includes $11.0K for PD Brazos system
Public Safety IT Equipment	25,000		25,000		25,000		25,000		25,000	Annual Maint/Replacement of PD IT Equipment including patrol car and fire truck laptops and software used to push information to TOV and other agencies; TOV portion of annual Intergraph software maintenance;
Public Safety Equipment	74,305	5,000	79,305	16,823	96,128		96,128	193,500	289,628	2022 **$101.5K for body worn camera system; $92K for SOU robot;** $16.8K Police equipment for patrol cars; $5K increased cost of barriers; Gas masks ($14.5K), Livescan systems ($16.5K); PD truck sign ($13K), 2 additional event barriers ($30.7K); 2021: Replacement of body worn camera program and storage software mgmt. system, tasers, and holsters; $101.5K per year for body worn camera system
Fire Safety Equipment	-	25,000	25,000		25,000		25,000	10,000	35,000	2022:Re-appropriate Wildland personnel protection equipment ($25K); **$10K for a new fire hose**
Thermal Imaging Cameras	12,000		12,000		12,000		12,000		12,000	For the purchase of 3 cameras (2019,2020,2022) which will allow firefighters to see through areas of smoke, darkness, or heat barriers
Fire Station Alert System	230,000		230,000		230,000		230,000		230,000	2022: Fire Station Alerting System to improve response times. This system will work with the Dispatch system and the timing is being coordinated with Eagle River Fire. Deferred $198K from 2020
Fire Truck Replacement	1,700,000	880,000	2,580,000	166,300	2,746,300		2,746,300		2,746,300	2022: Move $166.3K from 2023 to order Type 6 Brush truck to be delivered in 2023; Re-appropriate $880K for replacement of Engine I purchased in 2011 (Truck was ordered in 2021 but unable to be delivered); Replacement of Ladder truck (aerial apparatus) purchased in 2000 ($1.7M)
Total Public Safety	2,066,305	921,000	2,987,305	183,123	3,170,428	-	3,170,428	203,500	3,373,928	
Community and Guest Service										
Children's Garden of Learning Temporary Facility Relocation	-	255,545	255,545	70,000	325,545		325,545		325,545	2022: $70K increase budget for final clean-up and east side improvements of lot. Re-appropriate $255K for final costs; 2021: $2.7M for temporarily relocation of the Children's Garden of Learning
Loading and Delivery Capital	-		-		-		-	125,000	125,000	**Capital asset purchases to support the loading and delivery program**
Energy Enhancements	-	97,294	97,294		97,294		97,294		97,294	2022: Re-appropriate $61.3K for Electric car charges and infrastructure at various town locations; $36K new grant for electric infrastructure
Pedestrian Safety Enhancements	-	25,000	25,000		25,000		25,000		25,000	2022: $25K for planning and design for lighting replacement project budgeted in 2022 ($1.4M)
Civic Area Redevelopment	-	100,000	100,000		100,000		100,000		100,000	2022: $100K to explore outcomes of the Civic Center Master Plan such as feasibility studies / design (includes $50K for Dobson structural engineering study and $50K for preliminary Lot 10 park design)
Underground Utility improvements	-	15,459	15,459		15,459		15,459	2,500	17,959	2022:$18.0K to finalize Big Horn underground utility project
Guest Services Enhancements/Wayfinding	-	24,307	24,307		24,307		24,307	128,000	152,307	2022: Begin design process for new wayfinding signage budgeted in 2024 ($24.3K); **$128K for parking signage**
Timber Ridge Redevelopment	-		-	50,000	50,000		50,000		50,000	Placeholder for Timber Ridge Redevelopment
Vehicle Expansion	434,500	40,000	474,500	20,000	494,500		494,500		494,500	2022: $20K use of Police seizure funds for purchase of K-9 vehicle; Re-appropriate $40K for new PD detective take-home vehicle unable to order in 2021; 5 (of 12) vehicles for PD take-home program, detective take-home vehicle; fire inspector vehicle, wildland crew vehicle
Total Community and Guest Service	434,500	557,605	992,105	140,000	1,132,105	-	1,132,105	255,500	1,387,605	
Total Expenditures	**10,040,105**	**23,128,571**	**33,168,676**	**3,488,522**	**36,657,198**	**8,000,000**	**44,657,198**	**2,870,687**	**47,527,885**	
Other Financing Sources (Uses)										
Debt Service Payment	(1,155,712)		(1,155,712)		(1,155,712)		(1,155,712)		(1,155,712)	Debt Payment for PW Shops
Transfer from Vail Reinvestment Authority	50,000	2,182,146	2,232,146	70,000	2,302,146		2,302,146		2,302,146	2022: $70K for CGL boulder wall; $30.3K LH parking structure landscaping; $1.5M reimbursement for Frontage Rd roundabout; $256K to complete new CGL building; $23K for Red Sandstone parking structure safety fence; $350K LH electric snowmelt boiler; $50K LH parking capital maint; 2021: $229K for LH transit center bus stop; $30.3K reappropriation for LH transit landscape improvements; $30K for Red Sandstone landscaping; VH plans for expansion; Improvements would span from LH Parking structure to Municipal building; $6.0M funded by VRA; Lionshead Parking Structure $50K; CGL Temp Facility $2.73M
Transfer to Residences at Main Vail	-	(6,144,204)	(6,144,204)		(6,144,204)		(6,144,204)	(3,000)	(6,147,204)	Transfer to Residences at Main Vail Fund
Transfer to Housing Fund	(2,500,000)	(1,420,000)	(3,920,000)	(4,112,704)	(8,032,704)		(8,032,704)		(8,032,704)	2022: $2.5M InDeed; 2021: Transfer to Housing Fund; 2.5M per year; $2.0M for RMV Opportunity fee; $5.4M Transfer for HF Beginning balance for FS
Transfer from General Fund	-		-	20,000	20,000		20,000		20,000	Transfer from Police Seizure Funds to cover K-9 vehicle ($20K)
Total Other Financing Sources and Uses	**(3,605,712)**	**(5,382,058)**	**(8,987,770)**	**(4,022,704)**	**(13,010,474)**	**-**	**(13,010,474)**	**(3,000)**	**(13,013,474)**	
Revenue Over (Under) Expenditures	**1,764,158**	**(19,896,480)**	**(18,132,322)**	**(6,437,226)**	**(24,569,548)**	**(8,000,000)**	**(32,569,548)**	**(1,782,472)**	**(34,352,020)**	
Beginning Fund Balance	34,827,888		49,406,514		49,406,514		49,406,514		49,406,514	
Ending Fund Balance	**36,592,046**		**31,274,192**		**24,836,966**		**16,836,966**		**15,054,494**	

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
REAL ESTATE TRANSFER TAX

	2022	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	3rd Supplemental	2022 Amended	4th Supplemental	2022 Amended	
Real Estate Transfer Tax	$ 7,500,000		$ 7,500,000		$ 7,500,000		$ 7,500,000	$ 2,207,414	$ 9,707,414	2022: Based on 5-year average; 2023-2035: 2% annual increase
Golf Course Lease	171,700		171,700		171,700		171,700		171,700	Annual lease payment from Vail Recreation District; annual increase will be based on CPI; New rate effective 2020 with lease signed in 2019; Rent income funds the "Recreation Enhancement Account" below
Intergovernmental Revenue	20,000	350,000	370,000	40,000	410,000		410,000	(50,000)	360,000	2022: **$50K transfer VLMD reimbursement for Welcome center display**; $40K from Eagle County for wildfire mitigation; $20K lottery proceeds; 1st Supplemental: $50K reimbursement from VLMD for Welcome Center displays; $300K re-appropriation from ERWSD for Dowd Junction retaining wall; 2021: $300K Reimbursement from ERWSD for Dowd Junction retaining wall project; $20K lottery proceeds
Project Reimbursements	101,200		101,200		101,200		101,200		101,200	2022: VRD reimbursement for annual Synexis, $90K reimbursement from the VLMD for DSMP Welcome Center displays (see project below); 2021: VRD Reimbursement for annual Synexis Maint.
Donations	-	42,433	42,433		42,433		42,433	4,166	46,599	2022: **$4.2K Sole power donations**; 1st Supplemental: $10K donation from Doe Browning for Winterfest; $32.4K unused East West donation for Ford Park art space; 2021: $35.8K unused donation from East West for Ford Park art space
Recreation Amenity Fees	10,000		10,000		10,000		10,000		10,000	2021: $75K of additional recreation amenity fees based on YTD collections; 10K annually
Earnings on Investments and Other	132,460		132,460	25,000	157,460		157,460	8,915	166,375	2022: **$8.9K bag fee for Clean-up day**; $25K use of bag fees for waster intern and programming. Corresponding expense below. 2021 $4.5K use of Sole Power grants towards participant prizes; $7.5K IAFC grant to be used towards fire chipping program; $7.9K use of bag fee for recycling banner swag; $32K Clean Up Day ; 2021-2035: 0.7% interest rate assumed
Total Revenue	**7,935,360**	**392,433**	**8,327,793**	**65,000**	**8,392,793**	**-**	**8,392,793**	**2,170,495**	**10,563,288**	
Management Fee to General Fund (5%)	375,000		375,000		375,000		375,000	110,371	485,371	5% of RETT Collections - fee remitted to the General Fund for administration
Wildland										
Forest Health Management	556,393		556,393	34,072	590,465		590,465		590,465	Transfer from GF for wages/benefits; Operating budget for Wildland Fire crew; 2022 includes additional 2.3FTE
Wildfire Mitigation	25,000		25,000	40,000	65,000		65,000		65,000	2022: $40K mitigation paid for by Eagle County. Implementation of Fuels Reductions projects and potential geological hazard study to update CWPP.
NEPA for East Vail Hazardous Fuels Reduction	50,000	49,000	99,000		99,000		99,000		99,000	Complete the NEPA analysis for the East Vail Hazardous Fuels Reduction Project. This is a project which council has already voted to support, it consists of hazardous fuels reduction on USFS lands from East Vail to Red Sandstone Road; $49K increase in estimated NEPA costs as approved by Council
Fire Free Five - Rebate program		150,000	150,000		150,000		150,000		150,000	Cost share program for Vail citizens implementing Fire Wise
Wildfire Camera Pilot Program Placeholder				25,000	25,000		25,000		25,000	$25K increase to participate in wildfire camera pilot program
Fire Free Five - TOV Implementation	-	100,000	100,000	100,000	200,000		200,000	50,000	250,000	2022: **$50K of addition funds for Fire Free Five program**; Move forward $100K from 5 year plan to mitigate all TOV facilities; Fire Free Five- TOV facilities
Total Wildland	631,393	299,000	930,393	199,072	1,129,465	-	1,129,465	50,000	1,179,465	
Parks										
Annual Park and Landscape Maintenance	2,135,540	5,000	2,140,540	51,814	2,192,354		2,192,354		2,192,354	2022: $51.8K Transfer from GF for salaries/benefits; Ongoing path, park and open space maintenance, project mgmt.; Town Trail Host volunteer program ($16,000); $5K for propane for winter outdoor heating
Village Holiday Lighting Design	185,000		185,000		185,000		185,000		185,000	2022: This includes the costs of a consultant to assist the town in identifying alternative holiday decorations from traditional trees decoration; purchase two pre-lit trees for Vail Village and Lionshead as an alternative to decoration live trees
Park / Playground Capital Maintenance	125,000	35,000	160,000	50,000	210,000		210,000	5,000	215,000	2022: **$5K for increased expenditures for Ellefson sidewalks**; $50K to replace playground equipment at 4 parks. $35K sidewalk repair to Ellefson Park sidewalks to coincide with turf project; Annual maintenance items include projects such as playground surface refurbishing, replacing bear-proof trash cans, painting/staining of play structures, picnic shelter additions/repairs, and fence maintenance;2021: $125K annual Maint; Re-appropriate $76K for heater in Ford Park restrooms ($46K) and to transfer $30K to Stephen's park to complete project
Mayors Park Capital Maintenance	50,000		50,000		50,000		50,000		50,000	2022: Replace flagstone at Mayors Park
Tree Maintenance	75,000		75,000		75,000		75,000		75,000	On going pest control, tree removal and replacements in stream tract, open space, and park areas
Street Furniture Replacement	85,000		85,000		85,000		85,000		85,000	Annual street furniture replacement
Village Landscape Enhancements	50,000		50,000		50,000		50,000		50,000	Landscaping Enhancements of areas identified in Vail Village for potential future sculptural placement
Covered Bridge Pocket Park Rehabilitation	-		-		-		-		-	2021: $111.1K complete Pocket Park rehabilitation
Stephens Park Safety Improvements	-	35,821	35,821		35,821		35,821		35,821	2022: Re-appropriate $35.8K for interpretive signage, playground equipment, and landscaping; 2021: $63.2K for Stephens Park safety improvements; transfer $30 from park capital maint
Ford Park Master Plan	150,000	(44,201)	105,799	95,000	200,799		200,799		200,799	2022: Moving forward with master plan update - $95K increase due to higher costs; Council approved contract with WRT 6/22. Reduce $47K moved up in 2021 budget from 2022; re-appropriate 2.3K; Master Plan Revisions/Updates to address several proposed modifications including the Vail Nature Center, an indoor tennis/pickleball facility, BFAG expansion, conversion of fields to turf
Ford Park- Betty Ford Way Pavers	1,200,000		1,200,000		1,200,000		1,200,000		1,200,000	2022: Construction of new concrete unit paver roadway, new steel guardrail, stream walk intersection improvement, and landscaping improvements. This project would be coordinated with BFAG

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
REAL ESTATE TRANSFER TAX

	2022	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	3rd Supplemental	2022 Amended	4th Supplemental	2022 Amended	
Ford Park Enhancement: Priority 3 Landscape area	-	5,946	5,946		5,946		5,946		5,946	2022: $5.9K for landscaping at the Nature Center bridge; 2021: $75K for landscaping around playground ad basketball court
Ford Park Playground Improvements	-	200,000	200,000		200,000		200,000		200,000	2022: Safety Improvements to the Ford Park play area including wooden bridge to boulder area, expansion to toddler area, ADA upgrades, and replacement of a safety net ($200K)
Ford Park Lighting Control System	180,000		180,000		180,000		180,000		180,000	2022: Replacement of Ford Park lighting control system (discontinued by the manufacturer). Current system is over 10 yrs. Old
Sunbird Park Fountain Repairs	-	3,430	3,430		3,430		3,430		3,430	2022: Re-appropriate $3.4K for final bills; 2021: $15K Installation of Clear Comfort advanced oxidation commercial pool sanitation system to water safe for kids
Vail Transit Center Landscape	-	32,817	32,817		32,817		32,817		32,817	2022: $32.8K for completion of landscaping at Vail transit center
Turf Grass Reduction	150,000	49,862	199,862		199,862		199,862		199,862	2022: $150K Continuation of turf reduction at Ellefson park, turf replacement at TM residences and Red Sandstone Underpass; $41K increase in cost over estimate; $8.7K re-appropriation; 2021: $10K Begin turf reduction project at Ellefson park
Kindell Park/Mill Creek	-	149,862	149,862		149,862		149,862		149,862	2022: Improvements to heavily worn stream tract between Hanson Ranch Rd and Pirateship park
Donovan Park Improvements	35,000		35,000		35,000		35,000		35,000	2022: Relandscaping on Donovan Park parking lot islands
Gore Creek Promenade Rehabilitation	370,000		370,000		370,000		370,000		370,000	2022: Planning, design, and rehabilitation of the Gore Creek Promenade caused by excessive guest visitation. Project would include expansion of heated paver walkways, ground-level wood picnic deck, artificial lawn area, landscape enhancements, and a stream walk connection to the Covered Bridge Pocket Park
Total Parks	4,790,540	473,537	5,264,077	196,814	5,460,891	-	5,460,891	5,000	5,465,891	
Rec Paths and Trails										
Rec. Path Capital Maint	159,717		159,717		159,717		159,717	(20,000)	139,717	2021: Re-appropriate $74K for amphitheater bridge railings and decking; $85K for annual Capital maintenance of the town's recreation path system; **2022: Use of $20K of rec path maint for Booth Creek Trailhead restroom**
Bike Safety	15,000		15,000		15,000		15,000		15,000	$15K annual cost for bike safety programs
Bike Path Signage	35,000		35,000		35,000		35,000		35,000	2022-2023: Bike Path Signage: Enhancement of existing trail signage to improve etiquette, safety and wayfinding
Pedestrian Bridge Projects	400,000		400,000		400,000		400,000		400,000	2022-2027: Systematic rehabilitation or replacement of 5 pedestrian bridges. 2022: Donovan Park, Pedestrian Overpass;
Gore Valley Trail Bridge Replacement (ERWSD)		40,000	40,000		40,000		40,000		40,000	2022: Design and planning for Gore Valley Trail Bridge replacement (ERWSD)
Gore Valley Trail Fence Replacement at Dowd Junction	-	50,000	50,000		50,000		50,000		50,000	2022: Replace wood fence along Gore Valley Trail in Dowd Junction in conjunction with CDOT wildlife fence project
East Vail Interchange Improvements	-	209,443	209,443		209,443		209,443		209,443	2022: Re-appropriate $253K to continue East Vail interchange project
Dowd Junction repairs and improvements	-	799,155	799,155		799,155		799,155		799,155	2022: Continue Re-stabilization of Dowd Junction retaining wall ($799.2K); Repairs to culverts, drainage, and preventative improvements; project in cooperation with Eagle River Water and Sanitation; offset with reimbursement of $300K reimbursement from ERWSD
Booth Lake Trailhead Parking Restroom	375,000	63,950	438,950		438,950		438,950	20,000	458,950	2022: Installation of permanent restroom at Booth Lake trailhead for hikers; **$20K from Rec path maint**
Total Rec Paths and Trails	984,717	1,162,548	2,147,265	-	2,147,265		2,147,265	-	2,147,265	
Recreational Facilities										
Nature Center Operations	106,187		106,187		106,187		106,187		106,187	Nature Center operating costs(Contract with Walking Mountains)
Nature Center Capital Maintenance	38,690	55,165	93,855		93,855		93,855		93,855	2022: Re-appropriate $55K placeholder for nature center maint and repairs; Wood siding and trim repairs ($11.4K), open rail fencing replacement ($13.4K)
Nature Center Redevelopment	-	383,522	383,522		383,522		383,522		383,522	2022: $383.5K for further planning and design for a nature center remodel
Library Landscape and reading area	100,000		100,000		100,000		100,000		100,000	2022: Exterior landscaping and site work enhancements for an outdoor reading area
Total Recreational Facilities	244,877	438,687	683,564	-	683,564	-	683,564	-	683,564	
Environmental										
Environmental Sustainability	651,505		651,505	42,966	694,471		694,471	10,915	705,386	Annual operating expenditures for Environmental department (4.25 FTEs); includes $40K for Clean up day, professional dues to organizations such as CC4CA, Climate Action Collaborative, etc.; $12k Sustainability intern, $10K Waste Education Intern paid for with bag fees; $20.9K transfer from GF for salary/benefits; **$10.9K of additional funds for Clean-up Day**
Recycling and Waste Reduction Programs	240,000	20,320	260,320	15,000	275,320		275,320		275,320	2022: Use $15K bag fee collections for waste intern, reusable bags and market compost program. Re-appropriate $20.3K for pilot compost program through April 2022; Actively Green($40K), Ball Cup Program ($30K), Bus Recycling Challenge ($13K), C&D Pilot ($5K), Green Team ($2.5M), Love Vail website ($20K), Recycling hauls($25K), Compost Program Phase 2 ($45K), Farmers Market Zero Hero ($42K); Recycling Education ($17.5K); 2021: Green Team ($2.5K), Eagle County Recycling Hauls ($25K), Zero Hero ($25K), Actively Green ($40K); Recycling Education ($30K);
Ecosystem Health	321,500		321,500	216,700	538,200		538,200	16,593	554,793	2022: $175K placeholder for Dowd Junction wildlife crossing (parnership with CDOT); $14.7K for CO Communities for Climate Action retreat and $27K for partnership with Zinc Media for Sustainable Travel; **Add $17.0K for Front ranger program**; 2021: Wildlife Forum ($2.5K), CC4CA ($3K); Biodiversity Study ($50K), Sustainable Destination ($30K), Trees for Vail ($5K), USFS Forest Service Ranger Program ($33K); Wildlife Habitat Improvements ($100K); 2022: CC4A ($3K), Biodiversity Study ($150K), Strategic Plan ($10K), SD Contract ($18K), Trees for Vail ($5K), USFS Front Ranger Program ($33K), Wildlife Habitat Improvements ($102.5K)

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
REAL ESTATE TRANSFER TAX

	2022	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	3rd Supplemental	2022 Amended	4th Supplemental	2022 Amended	
Energy & Transportation	55,000	34,049	89,049		89,049		89,049	4,166	93,215	2022: $25K for Solar feasibility study; $8K EV planning and analysis; Energy Smarts ($40K), Sole Power ($7.5K), Energy Outreach Programs ($7.5K); 2021: Continue E-Bike pilot program ($25K), Energy Smart Partnership ($40K), Sole Power ($7.5K); **$4.2K use of donations for Sole Power prizes**; 2021: E-bike pilot program research ($25K); Annual expenditures: Energy Smart Colorado partnership contract ($40K); Sole Power coordination ($7.5K); 2021-2024: Energy Smart Partnership contract ($40K), Sole Power (7.5K)
E-Bike Programs	193,000		193,000		193,000		193,000		193,000	Town of Vail E-bike share program ($175K); E-Bike Ownership Model Program ($18K)
Streamtract Education/Mitigation	50,000		50,000		50,000		50,000		50,000	2022: $50K annual streamtract education programming such as "Lunch with Locals" landscape workshops, City Nature Challenge and storm drain art; 2021 also includes $20K re-appropriation for additional education
Water Quality Infrastructure	300,000	1,716,541	2,016,541		2,016,541		2,016,541		2,016,541	2022: Re-appropriate for water quality infrastructure; $300K for snow dump cleanout and West Vail drainage grate replacement; 2021: Continue water quality improvement to Gore Creek; Stormwater site specific water and water quality construction projects as part of "Restore the Gore"; 2021: $1.0M plus $750K deferred from 2020
Streambank Mitigation	100,000	25,000	125,000		125,000		125,000		125,000	2021-2024 Continuation of Riparian Site specific construction projects for Water Quality Strategic Action Plan ($648.3K) includes 2018 grant awards continued in 2020 for GoCo grant ($39K) and Fishing is Fun grant ($30K)- See carryforward of grant revenue above.
Private Streambank Mitigation Program	150,000		150,000		150,000		150,000		150,000	Private streambank mitigation program funding placeholder
East Vail Water Quality TAPS	-						-			2019: Completion of East Vail Water Quality Improvements
Booth Heights Open Space	-		-		-	12,000,000	12,000,000		12,000,000	**Offer to Vail Resorts for the purchase of the Booth Heights Parcel**
Gore Creek Interpretive Signage	175,000	50,000	225,000		225,000		225,000		225,000	2022: $225K for watershed map and installation at the Gore Creek Promenade; 2021: Re-appropriate $150.8K for Gore Creek Interpretive signage project
Welcome Center Educational Displays	150,000	50,000	200,000		200,000		200,000	(200,000)	-	DSP educational displays in the Lionshead and Vail Village Welcome Centers; $50K reimbursement from the VLMD; **Transfer this project to the CPF**
PW Solar Project	-		-		-		-	104,040	104,040	**2022: $104.0K re-appropriation from 2021 for final solar payments**; 2021: Installation of solar panels at Public Works Shops deferred from 2020;
Ford Park Amphitheater Solar Panels	100,000		100,000		100,000		100,000		100,000	2022: 50/50 cost share with the VVF for roof solar panels
Total Environmental	2,486,005	1,895,910	4,381,915	274,666	4,656,581	12,000,000	16,656,581	(64,286)	16,592,295	
Art										
Public Art - Operating	136,586		136,586	2,694	139,280		139,280		139,280	$2.7K Transfer from GF for salary/benefits; Art in Public Places programming and operations
Public Art - General program / art	60,000	368,960	428,960		428,960		428,960		428,960	To purchase sculptures, artwork, art programs and events; remainder is re-appropriated each year to accumulate enough funds; $618K Re-appropriation less $250K AIPP fund used towards Ford Park Art Studio
Public Art - Winterfest	30,000	34,746	64,746		64,746		64,746		64,746	2022: $64.7K for annual Winterfest programming
Seibert Memorial Statue	-	12,692	12,692		12,692		12,692		12,692	2022: $12.7K for Pete Seibert Memorial statue maintenance
Art Space	850,000	32,259	882,259		882,259		882,259		882,259	2022: Design phase for Ford Park art space- see corresponding donation from East West above; 2022: $850K Rebuilding of designated Art Space Studio in Ford Park using $250K of existing AIPP funds
Total Art	1,076,586	448,657	1,525,243	2,694	1,527,937	-	1,527,937	-	1,527,937	
Community										
Council Contribution: Betty Ford Alpine Garden Support	74,649		74,649		74,649		74,649		74,649	Annual operating support of the Betty Ford Alpine Gardens; annual increase to follow town's general operating annual increase
Council Contribution: Eagle River Watershed Support	42,000		42,000		42,000		42,000		42,000	Annual support of the Eagle River Watershed Council programs
Council Contribution: Adopt A Trail	17,500		17,500		17,500		17,500		17,500	Adopt A Trail Council Contribution for trails in or bordering the Town
Council Contribution: Eagle Valley Land Trust	5,000		5,000		5,000		5,000		5,000	Eagle Valley Land Trust Council Contribution
Total Contributions	139,149	-	139,149	-	139,149	-	139,149	-	139,149	
VRD-Managed Facilities & Maintenance										
Recreation Enhancement Account	171,700	711,665	883,365		883,365		883,365		883,365	Annual rent paid by Vail Recreation District; to be re-invested in asset maintenance ($168,317)
Recreation Facility Maintenance	-	22,000	22,000		22,000		22,000		22,000	2022: Annual $22K for general RETT facility maintenance; $11.2K Synexis Maint
Golf Clubhouse	-	9,496	9,496	70,000	79,496		79,496		79,496	2022: Exterior paint & stain ($24K), Sewage and roof forensic study ($8K), placeholder for repairs and maint as result of the study ($47.5K)
Athletic Field Restroom/Storage Building	1,000,000		1,000,000		1,000,000		1,000,000		1,000,000	2022: Placeholder for the replacement of existing restroom/concession with new 2000 sq. ft. restroom/storage building
Golf Course - Other	41,273	328,478	369,751		369,751		369,751	216,000	585,751	2022: **$216K for golf course greens project**; VRD shared cost for 1st hole Timber Path planking ($38.0K), asphalt repairs ($3.3K); 2021: $216K for golf course green project; Re-appropriate $590K for golf course maintenance scheduled in 2020 but not completed; course streambank restoration ($73.8K), maintenance building, HVAC unit ($17.7K), maintenance building heater ($8.9K), maint. building furnace ($9.8M)
Dobson Ice Arena	30,514	584,242	614,756		614,756		614,756		614,756	2022: Rockwall Repairs ($12.8M), concrete walkways ($17.7K); 2021: Re-appropriate $110.7K for paver and roof repairs; Changing Rooms ($78.8), windows replacement ($74.3), heat pumps ($6.3K), rebuild of electrical system ($144.2K), boiler room upgrades ($55K), steel gate ($14.3K), exterior lighting ($22.9), exterior wood trim ($9.3K); Repairs to exterior doors ($80.0K)
Ford Park / Tennis Center Improvements	37,934	137,576	175,510		175,510		175,510		175,510	2022: Wood Siding ($3.9K); Concession/Restroom siding ($12.9K); Drainage-previously budgeted in 2023 ($13.3K); Exterior Doors- previously budgeted in 2023 ($4.6K); 2021: $141K for golf course maintenance scheduled in 2020 but not completed; Repair exterior doors ($9.6K); replace furnace, hot water tank, baseboards ($47.8K), replace windows ($24K); Pickleball Feasibility Study ($10K)
Athletic Fields	123,510	115,716	239,226		239,226		239,226		239,226	2022: Grading and drainage repairs ($136.9K), paint wood trim ($4.5K), paint wood structure ($6.8K); '2021: Coat exterior gypsum board ($3.7K), Repaved parking lot ($8K), Irrigation System ($100K)
Gymnastics Center	47,550	235,239	282,789		282,789		282,789		282,789	2022: Restroom remodel ($42.6K); 2021: Cooling system

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
REAL ESTATE TRANSFER TAX

	2022	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	3rd Supplemental	2022 Amended	4th Supplemental	2022 Amended	
Total VRD-Managed Facilities & Maintenance	1,452,481	2,144,412	3,596,893	70,000	3,666,893	-	3,666,893	216,000	3,882,893	
Total Expenditures	**12,180,749**	**6,862,751**	**19,043,500**	**743,246**	**19,786,746**	**12,000,000**	**31,786,746**	**317,085**	**32,103,831**	
Other Financing Sources (Uses)										
Transfer from General Fund	-		-	109,546	109,546	-	109,546		109,546	Transfer from GF for RETT department salary and benefits
Revenue Over (Under) Expenditures	**(4,245,389)**	**(6,470,318)**	**(10,715,707)**	**(568,700)**	**(11,284,407)**	**(12,000,000)**	**(23,284,407)**	**1,853,410**	**(21,430,997)**	
Beginning Fund Balance	17,380,340		28,077,540		28,077,540		28,077,540		28,077,540	
Ending Fund Balance	$ 13,134,952		$ 17,361,833		$ 16,793,133		$ 4,793,133		$ 6,646,543	

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
HOUSING FUND

	2022 Budget	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	4th Supplemental	2022 Amended
Revenue							
Housing Sales Tax	$ -	$ 4,075,000	$ 4,075,000	$ 425,000	$ 4,500,000	$ 313,000	$ 4,813,000
Housing Fee in Lieu Annual Collections	-		-		-	46,000	46,000
Transfer in from Capital Projects Fund	2,500,000	1,420,000	3,920,000	(1,420,000)	2,500,000		2,500,000
Workforce Housing Sales	-		-	1,270,000	1,270,000		1,270,000
Total Revenue	2,500,000	5,495,000	7,995,000	275,000	8,270,000	359,000	8,629,000
Expenditures							
Housing Programs							
InDeed Program	2,500,000	694,334	3,194,334		3,194,334		3,194,334
Buy Down Housing	-	25,609	25,609		25,609	46,000	71,609
Future Purchases	-	100,000	100,000	4,500,000	4,600,000	(845,000)	3,755,000
Pitkin Creek 12-L unit	-		-	976,288	976,288		976,288
Chamonix unit B	-		-	634,940	634,940		634,940
TOV Employee Housing							
Pitkin Creek 5-P unit	-	535,000	535,000	(535,000)	-		-
Buffehr Creek Condo #4 (Meadow)	-	830,000	830,000	(830,000)	-		-
East Vail Lodging Unit #16	-	565,000	565,000	(565,000)	-		-
Employee Housing Capital Maintiance	-	25,000	25,000	(25,000)	-		-
Construction Housing Projects							
Residences at Main Vail Opportunity Fee	-	2,000,000	2,000,000		2,000,000		2,000,000
Timber Ridge Redevelopment	-		-		-	195,000	195,000
Land Purchases for future Housing							
East Vail CDOT Parcel	-	2,000,000	2,000,000		2,000,000	650,000	2,650,000
Total Expenditures	2,500,000	6,774,943	9,274,943	4,156,228	13,431,171	46,000	13,477,171
Operating Income	**-**	**(1,279,943)**	**(1,279,943)**	**(3,881,228)**	**(5,161,171)**	**313,000**	**(4,848,171)**
Beginning Fund Balance (Transfer from CPF)	-		5,352,702		5,352,702		5,352,702
Ending Fund Balance	**$ -**	**$ (1,279,943)**	**$ 4,072,759**	**$ (3,881,228)**	**$ 191,531**	**$ 313,000**	**$ 504,531**

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
RESIDENCES AT MAIN VAIL

	2022 Budget	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	4th Supplemental	2022 Amended
Revenue							
Investment Earnings	$ -		$ -		$ -		$ -
Total Revenue	-	-	-		-		-
Expenses							
Professional Fees	-		-		-	3,000	3,000
Capital Outlay	-	28,116,258	28,116,258	(653,057)	27,463,201		27,463,201
Total Expenditures	-	28,116,258	28,116,258	(653,057)	27,463,201	3,000	27,466,201
Revenue Over Expenses	-	(28,116,258)	(28,116,258)	653,057	(27,463,201)	(3,000)	(27,466,201)
Other Financing Sources (Uses)							
Principal Repayment	(315,000)		(315,000)		(315,000)		(315,000)
Interest Expense	(905,578)		(905,578)		(905,578)		(905,578)
Transfer from Capital Projects Fund	-	6,144,204	6,144,204		6,144,204	3,000	6,147,204
Total Other Financing Sources (Uses)	(1,220,578)	6,144,204	4,923,626	-	4,923,626	3,000	4,926,626
Change in Net Position	(1,220,578)	(21,972,054)	(23,192,632)	653,057	(22,539,575)	-	(22,539,575)
Net Position- Beginning	21,560,619		22,539,575		22,539,575		22,539,575
Net Position- Ending	$ 20,340,041		$ (653,057)		$ -		$ -

TOWN OF VAIL 2022 PROPOSED AMENDED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
HEAVY EQUIPMENT FUND

	2022 Budget	1st Supplemental	2022 Amended	2nd Supplemental	2022 Amended	4th Supplemental	2022 Amended
Revenue							
Town of Vail Interagency Charge	$ 3,897,518		$ 3,897,518		$ 3,897,518		$ 3,897,518
Insurance Reimbursements & Other	10,000		10,000		10,000	53,611	63,611
Earnings on Investments	2,000		2,000		2,000		2,000
Equipment Sales and Trade-ins	126,890		126,890		126,890		126,890
Total Revenue	4,036,408		4,036,408		4,036,408	53,611	4,090,019
Expenditures							
Salaries & Benefits	1,224,934		1,224,934	48,394	1,273,328		1,273,328
Operating, Maintenance & Contracts	1,850,198	45,900	1,896,098	191,000	2,087,098		2,087,098
Capital Outlay	1,055,000	490,796	1,545,796		1,545,796	306,405	1,852,201
Total Expenditures	4,130,132	536,696	4,666,828	239,394	4,906,222	306,405	5,212,627
Revenue Over (Under) Expenditures	(93,724)	(536,696)	(630,420)	(239,394)	(869,814)	(252,794)	(1,122,608)
Transfer In from General Fund	-		-	48,394	48,394		48,394
Beginning Fund Balance	2,118,869		2,499,233		2,499,233		2,499,233
Ending Fund Balance	$ 2,025,145		$ 1,868,813		$ 1,677,813		$ 1,425,019

ORDINANCE NO.24
SERIES OF 2022

AN ORDINANCE MAKING BUDGET ADJUSTMENTS TO THE TOWN OF VAIL GENERAL FUND, CAPITAL PROJECTS FUND, REAL ESTATE TRANSFER TAX FUND, HOUSING FUND, RESIDENCES AT MAIN VAIL FUND, HEAVY EQUIPMENT FUND OF THE 2022 BUDGET FOR THE TOWN OF VAIL, COLORADO; AND AUTHORIZING THE SAID ADJUSTMENTS AS SET FORTH HEREIN; AND SETTING FORTH DETAILS IN REGARD THERETO.

WHEREAS, contingencies have arisen during the fiscal year 2022 which could not have been reasonably foreseen or anticipated by the Town Council at the time it enacted Ordinance No. 21, Series of 2021, adopting the 2022 Budget and Financial Plan for the Town of Vail, Colorado; and,

WHEREAS, the Town Manager has certified to the Town Council that sufficient funds are available to discharge the appropriations referred to herein, not otherwise reflected in the Budget, in accordance with Section 9.10(a) of the Charter of the Town of Vail; and,

WHEREAS, in order to accomplish the foregoing, the Town Council finds that it should make certain budget adjustments as set forth herein.

NOW, THEREFORE, BE IT ORDAINED, BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO that:

1. Pursuant to Section 9.10(a) of the Charter of the Town of Vail, Colorado, the Town Council hereby makes the following budget adjustments for the 2022 Budget and Financial Plan for the Town of Vail, Colorado, and authorizes the following budget adjustments:

General Fund	$854,681
Capital Projects Fund	2,873,687
Real Estate Transfer Tax Fund	317,085
Housing Fund	46,000
Residences at Main Vail Fund	3,000
Heavy Equipment Fund	306,405
Total	$ 4,400,858

2. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or

more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

3. The Town Council hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town of Vail and the inhabitants thereof.

4. The repeal or the repeal and reenactment of any provision of the Municipal Code of the Town of Vail as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceedings as commenced under or by virtue of the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

5. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution, or ordinance, or part thereof, theretofore repealed.

INTRODUCED, READ, APPROVED, AND ORDERED PUBLISHED ONCE IN FULL ON FIRST READING this 6th day of December 2022, and a public hearing shall be held on this Ordinance on the 20th day of December 2022, at the regular meeting of the Town Council of the Town of Vail, Colorado, in the Municipal Building of the town.

_____
Kim Langmaid, Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

AGENDA ITEM NO. 8.1

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
TIME:	5 min.
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Public Hearings
AGENDA SECTION:	**Public Hearings**
SUBJECT:	**Ordinance No. 20, Series of 2022, Second Reading, An Ordinance Amending Sections 7-12-2, 7-15-6, and 7-12-7 of the Vail Town Code Regarding Pedestrian Mall Areas in the Town**
SUGGESTED ACTION:	Approve, approve with amendments or deny Ordinance No. 20, Series of 2022 upon second reading.
PRESENTER(S):	Commander Ryan Kenney, Vail Police Department

ATTACHMENTS:
Loading_Dock_Amendment-O103122.pdf

ORDINANCE NO. 20
SERIES 2022

AN ORDINANCE AMENDING SECTIONS 7-12-2, 7-12-6, AND 7-12-7 OF THE VAIL TOWN CODE REGARDING PEDESTRIAN MALL AREAS IN THE TOWN

WHEREAS, on August 16, 2022, the Town Council passed revisions to Title 7 of the Vail Town Code related to pedestrian and vehicular circulation in pedestrian malls in the Town;

WHEREAS, that ordinance, in part, established a detailed fee calculation for the assessment of loading dock fees;

WHEREAS, to promote efficiency and consistency, the Town wishes to remove the detailed fee calculation from the Vail Town Code and instead place such information in the Town's fee schedule; and

WHEREAS, the Town Council also wishes to modify the definitions and correct an erroneous reference to the Colorado Municipal Court Rules of Procedure.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO, THAT:

Section 1. Section 7-12-2 of the Vail Town Code is hereby amended to add the following definition, to appear in alphabetical order:

FREIGHT TRUCK: A truck with a gross vehicle weight rating greater than 33,000 lbs. used for the commercial delivery of goods.

Section 2. Section 7-12-3 of the Vail Town Code is hereby amended as follows:

7-12-3: RESTRICTED AREAS:

No person shall transport or deliver commercial goods in a pedestrian mall area except:

1. A Town-approved contractor;

2. A high-volume commercial carrier *not using a freight truck for such transportation or delivery*; or

3. Vehicles owned by businesses that own loading docks within a pedestrian mall area if the vehicles are clearly marked to show the ownership of the vehicle.

Section 3. Section 7-12-6 of the Vail Town Code is hereby repealed in its entirety and reenacted as follows:

7-12-6: LOADING DOCK PERMIT FEE:

The permit fee shall be set forth in the fee schedule adopted by resolution of the Town Council.

Section 4. Section 7-12-7(D) of the Vail Town Code is hereby amended as follows:

7-12-7: VIOLATION; PENALTY:

* * *

D. Criminal Enforcement: If the Town chooses criminal enforcement or a protest is filed and the civil citation is canceled, a summons and complaint may be served as provided in the Colorado Municipal Court Rules of ~~Civil~~ Procedure. The penalties shall be as set forth in Section 1-4-1 of this Code.

Section 5. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not effect the validity of the remaining portions of this ordinance; and the Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

Section 6. The Council hereby finds, determines and declares that this ordinance is necessary and proper for the health, safety and welfare of the Town and the inhabitants thereof.

Section 7. The amendment of any provision of the Town Code as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision amended. The amendment of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

Section 8. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution or ordinance, or part thereof, theretofore repealed.

INTRODUCED, READ ON FIRST READING, APPROVED, AND ORDERED PUBLISHED ONCE IN FULL ON FIRST READING this 15th day of November, 2022 and a public hearing for second reading of this Ordinance set for the 6th day of December, 2022, in the Council Chambers of the Vail Municipal Building, Vail, Colorado.

_____
Kim Langmaid, Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

READ AND APPROVED ON SECOND READING AND ORDERED PUBLISHED this 6th day of December, 2022.

_____
Kim Langmaid, Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

AGENDA ITEM NO. 8.2

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
TIME:	5 min.
SUBMITTED BY:	Carlie Smith, Finance
ITEM TYPE:	Public Hearings
AGENDA SECTION:	**Public Hearings**
SUBJECT:	**Ordinance No. 21, Series of 2022, Second Reading, An Ordinance Providing for the Levy Assessment and Collection of Town Ad Valorem Property Taxes Due for the 2022 Tax Year and Payable in the 2023 Fiscal Year.**
SUGGESTED ACTION:	Approve, approve with amendments or deny Ordinance No. 21, Series of 2022 upon second reading.
PRESENTER(S):	Carlie Smith, Finance Director

ATTACHMENTS:
120622_2023_Mill_Levy_2nd.pdf

TOWN OF VAIL

Memorandum

TO: Vail Town Council

FROM: Finance Department

DATE: December 6, 2022

SUBJECT: Mill Levy Ordinance

I. SUMMARY

Authorization for the collection of property taxes in 2023.

II. DISCUSSION

At the last Council meeting on November 15th, you were asked to approve the first reading of this ordinance. Since then we have received the updated valuations from Eagle County and the second reading of this mill levy ordinance has been revised accordingly.

Staff requests that Council approve this ordinance upon second reading on Tuesday evening. This ordinance authorizes the collection of property taxes in 2023 based upon 2022 assessed valuations of property within the town's boundaries. Eagle County is responsible for assessing values and for collecting property taxes on our behalf. The town is required by Colorado state law to certify the mill levy by December 15 of each year. The certification has been submitted to the County.

The attached ordinance has been updated to reflect revised assessed valuations from the county. The valuations decreased by 0.06% from earlier estimates, or approximately a $7,252 impact on the previous valuation.

The property tax authorized by the attached ordinance will generate $5,713,062 in revenue in 2023, representing approximately 6.5% of the town's total revenue.

ORDINANCE NO. 22
SERIES OF 2022

AN ORDINANCE PROVIDING FOR THE LEVY ASSESSMENT AND COLLECTION OF TOWN AD VALOREM PROPERTY TAXES DUE FOR THE 2022 TAX YEAR AND PAYABLE IN THE 2023 FISCAL YEAR.

WHEREAS, it is necessary for the Town Council to provide for the levy, assessment and collection of Town ad valorem property taxes due for the 2022 year and payable in the 2023 fiscal year.

NOW, THEREFORE, be it ordained by the Town Council of the Town of Vail, Colorado, that:

1. For the purpose of defraying part of the operating and capital expenses of the Town of Vail, Colorado, during its 2023 fiscal year, the Town Council hereby levies a property tax of 4.808 mills upon each dollar of the total assessed valuation of $1,188,240,870 for the 2022 tax year of all taxable property within the Town, which will result in a gross tax levy of $5,7013,062 calculated as follows:

Base mill levy	4.798	$5,701,180
Abatement levy	.010	11,882
Total mill levy	4.808	$5,713,062

Said assessment shall be duly made by the County of Eagle, State of Colorado, as directed by the Colorado Revised Statutes (1973 as amended), and as otherwise required by law.

2. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

3. The Town Council hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town of Vail and the inhabitants thereof.

4. The repeal or the repeal and reenactment of any provision of the Municipal Code of the Town of Vail as provided in this ordinance shall not affect any right which has accrued,

any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceedings as commenced under or by virtue of the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

5. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution, or ordinance, or part thereof, theretofore repealed.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED ONCE IN FULL, this 15th day of November, 2022. A public hearing shall be held hereon at 6 P.M. on the 6th day of December, 2022, at the regular meeting of the Town Council of the Town of Vail, Colorado, in the Municipal Building of the Town.

_____
Kim Langmaid, Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

READ AND APPROVED ON SECOND READING AND ORDERED PUBLISHED IN FULL this 6th day of December 2022.

_____
Kim Langmaid, Mayor

ATTEST:

_____
Stephanie Bibbens, Town Clerk

AGENDA ITEM NO. 8.3

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	December 6, 2022
TIME:	15 min.
SUBMITTED BY:	Carlie Smith, Finance
ITEM TYPE:	Public Hearings
AGENDA SECTION:	**Public Hearings**
SUBJECT:	**Ordinance No. 22, Series of 2022, Second Reading, Annual Appropriation Ordinance: Adopting a Budget and Financial Plan and Making Appropriations to Pay the Costs, Expenses, and Liabilities of the Town of Vail, Colorado for Its Fiscal Year January 1, 2023 through December 31, 2023.**
SUGGESTED ACTION:	Approve, approve with amendments or deny Ordinance No. 22, Series of 2022 upon second reading.
PRESENTER(S):	Carlie Smith, Finance Director

ATTACHMENTS:
2023 Budget 2nd ReadingPP.pdf
2023 TM Budget 2nd Reading.pdf


2023 TOWN MANAGER BUDGET
FINANCE | December 6, 2022
TOWN OF VAIL

2023 Budget Summary

Total Revenues: $89.7M

- Down 7.4% from 2022 Amended Budget
- Conservative Revenue Projections anticipating a slowing economic environment
- Sales Tax Collections total $34.0M; down 15% from the 2022 Amended Budget

Total Expenditures: $95.6M

- $29.1M Capital Spending
- $64.2M Municipal Services (including events/contributions)
- $2.4M Debt Service
- During the Budget process departments prepared 10% reduction plans if needed

Great Recession of 2008

Revenues

- 13.8% reduction in sales tax in 2009
  - 4.5% growth in 2010
  - 10.8% growth in 2011; back to pre-recession sales tax revenues
- 72.3% reduction in RETT collections ($6.5M) after a record 2008
  - 2010 was back to slightly average collections ($7.0M)

Strategy

- Increase marketing spend to draw visitors in winter months ($550K)
- Maintain a high level of services within budget restraints
  - Budget reductions totaling $2.0M
  - Managed vacant positions



Reserves

- No use of reserves during the Great Recession
- Added $420.5K to GF reserves

2023 PROPOSED BUDGET | Recession Plan

Stage	Revenue Impact	Expenditure Reductions
Minor	1-5%	Maintain service levels while making minor cuts to operating expenditures. Utilize reserves where necessary.
Moderate	5-10%	Maintain service levels while making larger cuts to operating expenditures. Reduce annual merit increases for employees. Defer capital projects unless already in process. Utilize reserves where necessary.
Significant	10-15%	Limited service reductions ("unseen" services to be reduced first), manage staffing vacancies and deferring capital projects. Utilize reserves where necessary. Potential merit deferral / freeze in wages.
Major	15-20%	Service reductions, merit deferral / freeze in wages, potential reduction in staff and deferring capital projects. Utilize reserves.
Crisis	Over 20%	Significant reductions in service levels, reduction in staff, merit deferral / freeze in wages and deferring capital projects. Utilize reserves.
Critical	Over 40%	Severe reductions in service levels, reduction in staff, merit deferral / freeze in wages and deferring capital projects. Utilize reserves.

What could trigger the Recession Plan?

- Significant revenue reductions are forecasted in near-term
- Pandemic
- Natural Disasters (fire, flood, ect)
- Stock Market crash
- Global or national economic indicators

On an ongoing basis, staff with continue to monitor overall economic activity such as interest rates, the labor market, the stock market, travel, and consumer confidence.

If needed the Recession Plan could be implemented quickly!
During the 2023 Budget process departments were asked to create a 10% reduction recession plan budget

BUDGET | Overview of Changes

Since November 15th meeting, changes to 2023 budget include:

Revenues:

General Fund:

- Adjusted Parking Revenues up to $7.8M ($235K increase); flat with prior year
    - Adjustment reflects an increase in pricing offset by normalization in visitation

- $48,000 state DUI enforcement grant offset by allocations of the funds to other Eagle County agencies

Expenditures

General Fund

- $300K increase to placeholder for Phase I of the premium pay compensation philosophy (Total $1.5M)
  - Projected impact-65 percentile within ranges
  - Critical Need: Bus Drivers/HEO implementation in Dec 2022
  - Late January rollout for the remainder of the organization
  - Phase II in 2024 ($1.2M-$1.5M)

- Sprout Social listening tool -$11K
  - Monitoring and response to community issues

- Sales Tax Audit back to pre-COVID levels- $10K

- $48,000 state DUI enforcement grant offset by allocations of the funds to other Eagle County agencies

Preferred Construction Procurement Process begins with bidding in January/February

- Small market of qualified contractors meeting bonding and insurance requirements
- Contractors book up quickly
- Recently construction projects have received only one bid or even zero
- Construction season is limited to 7 months maximum
- Material procurement time is lengthy



2023 PROPOSED BUDGET | Capital Plan

Capital Project	Description	Cost	Phased?	Considerations
Roundabout Lighting	Updated lighting at the West Vail and Vail Town Center roundabouts and would incorporate smart transportation equipment such as traffic cameras	$3.0M	Y (over two years)	• Project is construction ready • May- September Timeline • Main Vail North is most critical for safety ($1.0M)
Underground Holy Cross Electric	Underground HCE from Main Vail to East Vail in conjunction with fiber conduit	$2.5M	N	• HCE would like the town's commitment prior to material procurement • $1.0M Funded by HCE advancement of Franchise Fees

2023 PROPOSED BUDGET | Capital Plan

Capital Project	Description	Cost	Phased?	Considerations
Lionshead Streetscape Snowmelt Infrastructure	Replacement of 18 yr. old snowmelt streetscape infrastructure (piping) in Lionshead	$3.0M	Y (over 2 years)	• Could be phased longer • Prefer to award by February • Timeframe limited to April-mid June • Funded by VRA • VV portion could coincide with bollard project
Bollard Installation	Installation of retractable and standard bollards throughout the Vail & Lionshead Villages and Ford Park	$1.95M	Y (over 3 years)	• Currently have RFP for design services • Prefer to award in January • Phase I Construction Sept-Oct 2023 • Phase II construction April-June 2024 • Phase III Construction Sept-Oct 2024 • $250K grant awarded

2023 PROPOSED BUDGET | Capital Plan

Capital Project	Description	Cost	Phased?	Considerations
Neighborhood Bridge Projects (A)	East Vail Guardrail, railing, concrete repair (3)	$1.4M	N	• Not limited to time constraints • To complete in 2023 award by May 1st • Can continue to be deferred/or phased
Neighborhood Bridge Projects (B)	Scour Repair (2)			• Critical for bridge integrity • Requires stream work constraining the construction window
Bus Stops	10 new bus shelters	$600K	Y (over 3 years)	• For 2022 completion award by May • No construction time limits

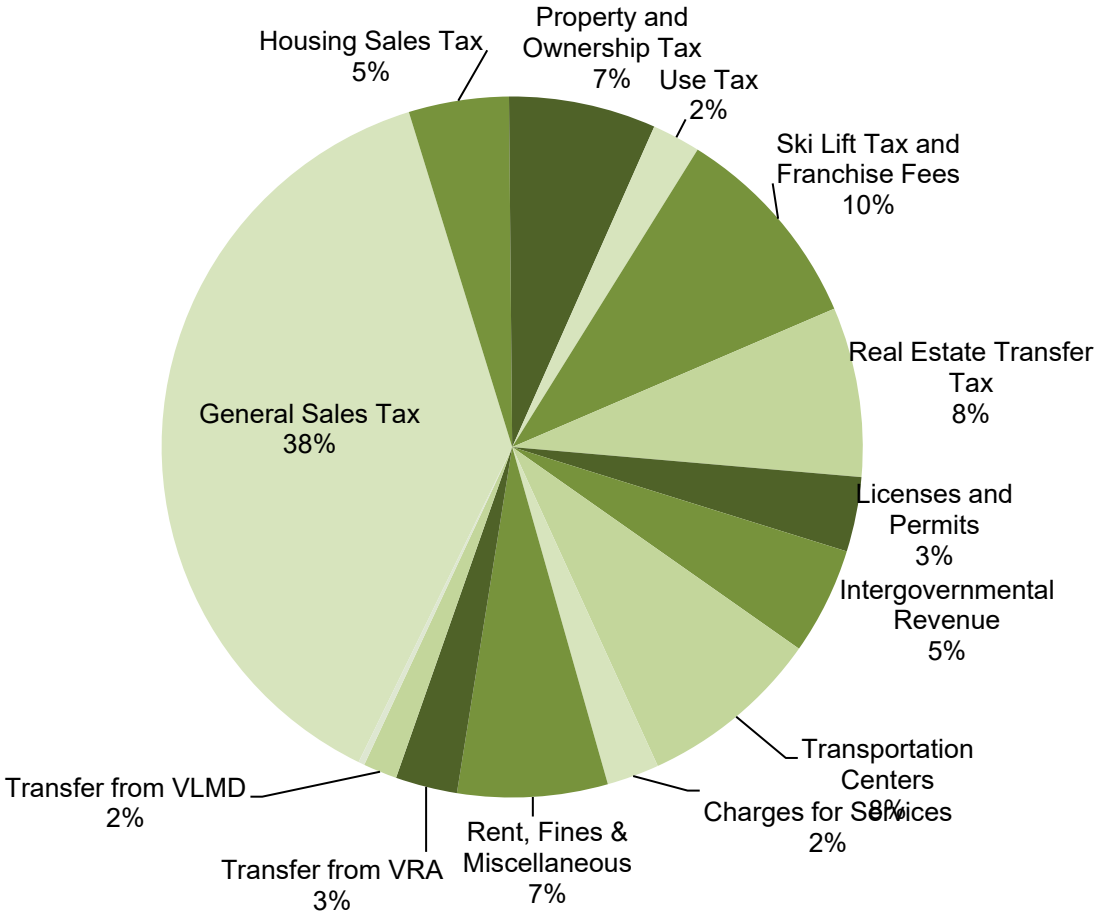
2023 PROPOSED BUDGET | Revenue



TOWN OF VAIL

Total Revenues – All Funds: $89.7 million

Down 7.4% from 2022 and up 2.6% from 2021 Actuals

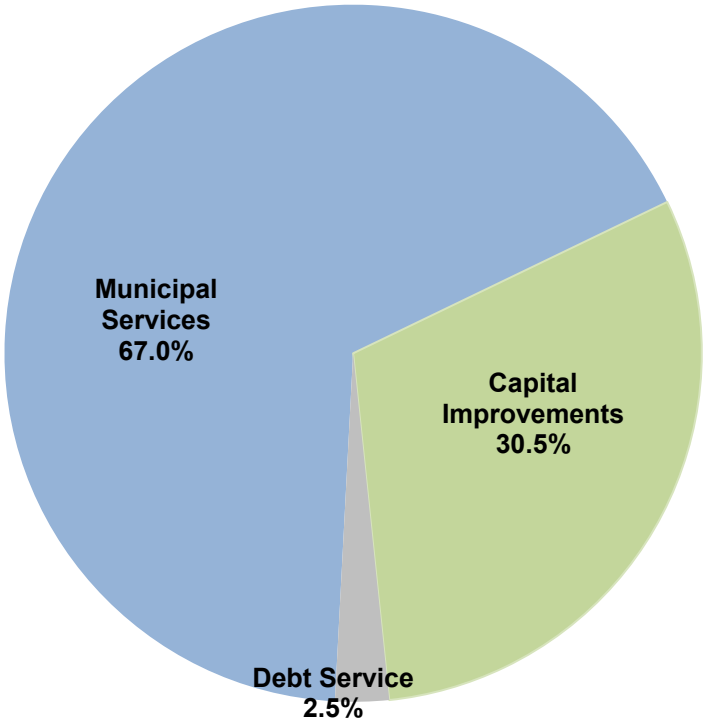


74% of Total Revenues

Revenues	2023	% Increase/ Decrease
General Sales Tax	34.0M	-15%
Housing Sales Tax	4.1M	-8%
Lift Tax	5.9M	-6%
Property Tax	5.7M	Flat
Parking Revenues	7.8M	Flat
Real Estate Transfer Tax	7.0M	-48%

- **Conservative Revenue Projections**
  - Visitation Slowing/Normalizing
  - Can ADR remain at current levels?
  - Real Estate Activity Slowing
  - Overall uncertainty in the economy

Total Expenditures – All Funds: $95.6M



Expenditures	Cost	% from 2021 Amended
Capital Spending	$29.1M	-74.6%
Debt Service	$2.4M	Flat
Municipal Services	$34.2M	+4.9
Total	$95.6M	-46.4%

BUDGET | Fund Statements

High-level view of the town's 2023 proposed budget by fund:

General Operating and Capital Funds					
	General Fund	Marketing Fund	Capital Projects Fund	RETT Fund	Housing Fund
Revenue	$ 51.5M	$3.0M	$19.4M	$7.6M	$7.8M
Expense	(54.5)M	($3.1)M	(24.8)M	(8.1)M	($3.5)M
Debt Payment			(1.1)M		
Increase/(Decrease) to fund balance	(2.0)M	(81.1)K	(6.5)M	(494)K	4.3M
Ending Fund Balance	$ 46.5M	$326.2K	$10.3M	$4.3M	$9.6M
Min. Reserve 35% of Annual Revenues	91%				

BUDGET | Fund Statements

Enterprise Funds			
	Dispatch Services Fund	Timber Ridge Fund	Residences @ Main Vail
Revenue	$3.2M	$1.9M	$1.6M
Expenditure	(3.3)M	(515.6)K	(362.3K)
Debt Payment		(463.0)K*	(1.2)M
Increase/(Decrease) to fund balance	(78.8K)	902.1K	21.1K
Ending Fund Balance	$1.5M	$3.0M	$21.1K

* Debt Payment to Capital Projects Fund

BUDGET | Fund Statements

Internal Services Funds			TOTAL
	Heavy Equip. Fund	Health Insurance Fund	Total (All Funds)**
Revenue	$4.5M	$5.8M	**$89.4M**
Expenditure	(4.8)M	(6.5)M	**(93.0)M**
Debt Payment			**(2.4)M**
Increase/(Decrease) to fund balance	(258.3)K	(727.6)K	**(6.0)M**
Ending Fund Balance	$1.4M	$3.1M	**$79.5M**

**Includes Eliminations of Interfund Transfers

2023 PROPOSED BUDGET | Expenditures: Personnel



TOWN OF VAIL

Personnel Expenditures: $41.2M

Compensation Total	$30.8M
General Fund	$25.8M
Real Estate Transfer Tax Fund	$2.1M
Dispatch Services	$1.9M
Heavy Equipment Fund	$969K

Benefits Total	$10.4M
General Fund	$8.6M
Real Estate Transfer Tax Fund	$701K
Dispatch Services	$689K
Heavy Equipment Fund	$376K

- **1 – 5% merit-based performance**
- **Premium pay performance compensation philosophy placeholder ($1.5M)- Phase I**
  - 65 percentile
  - Critical Need: Bus Drivers/HEO implementation in Dec 2022
  - Late January rollout for the remainder of the organization
- **Phase II in 2024 ($1.2-$1.5M) to get to 75th percentile**

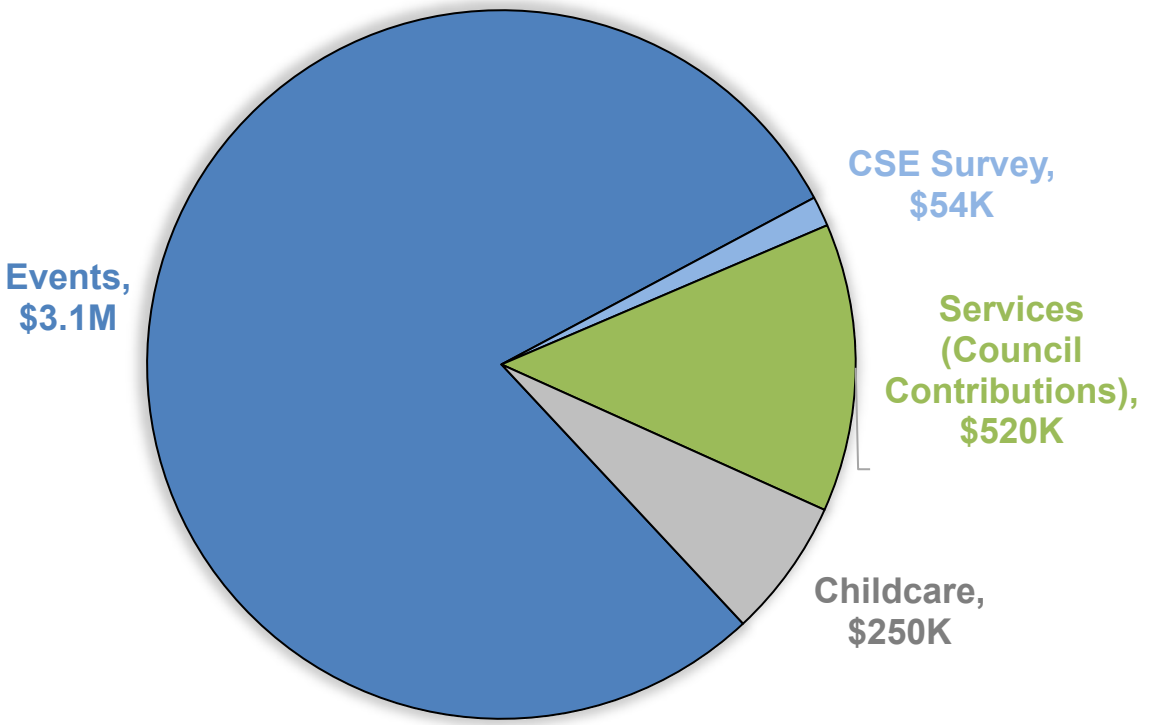
TM BUDGET DRAFT | Expenditures: Contributions & Events



TOWN OF VAIL

CONTRIBUTIONS AND EVENTS ($3.9M)

- $100K contribution to support ECO Trails (Minturn Spur)
- The $1.0M Vail Religious Foundation request will be revaluated after Q1
  - 2022 Budget includes $500K



TM BUDGET DRAFT | Expenditures: Capital Plan



TOWN OF VAIL

Capital Expenditures: $29.1M

46.6% of Total Capital Costs

Significant Capital Projects Planned in 2023 include:

- $1.4M: Neighborhood Bridge Repairs
- $1.75M: Roundabout Lighting Project ($1.75M in 2022; $1.25M in 2023)
- $1.5M: Streetscape Snowmelt Infrastructure (underground pipeline infrastructure)
- $2.5M: Underground HCE from Main Vail to East Vail (Funded by Franchise Fees)
- $2.5M InDeed
- $2.5M Placeholder for Employee Rental Unit purchases
- $1.0M Placeholder for Civic Area Plan Outcomes

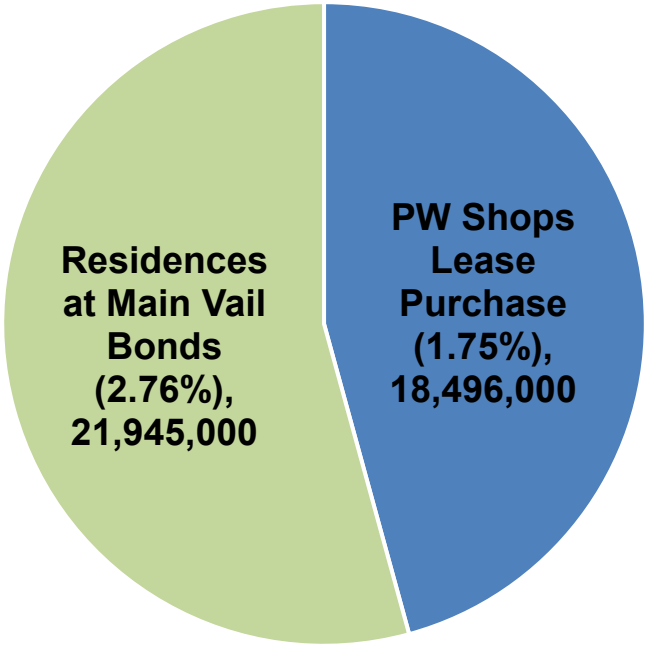
TM DRAFT BUDGET | Expenditures: Debt



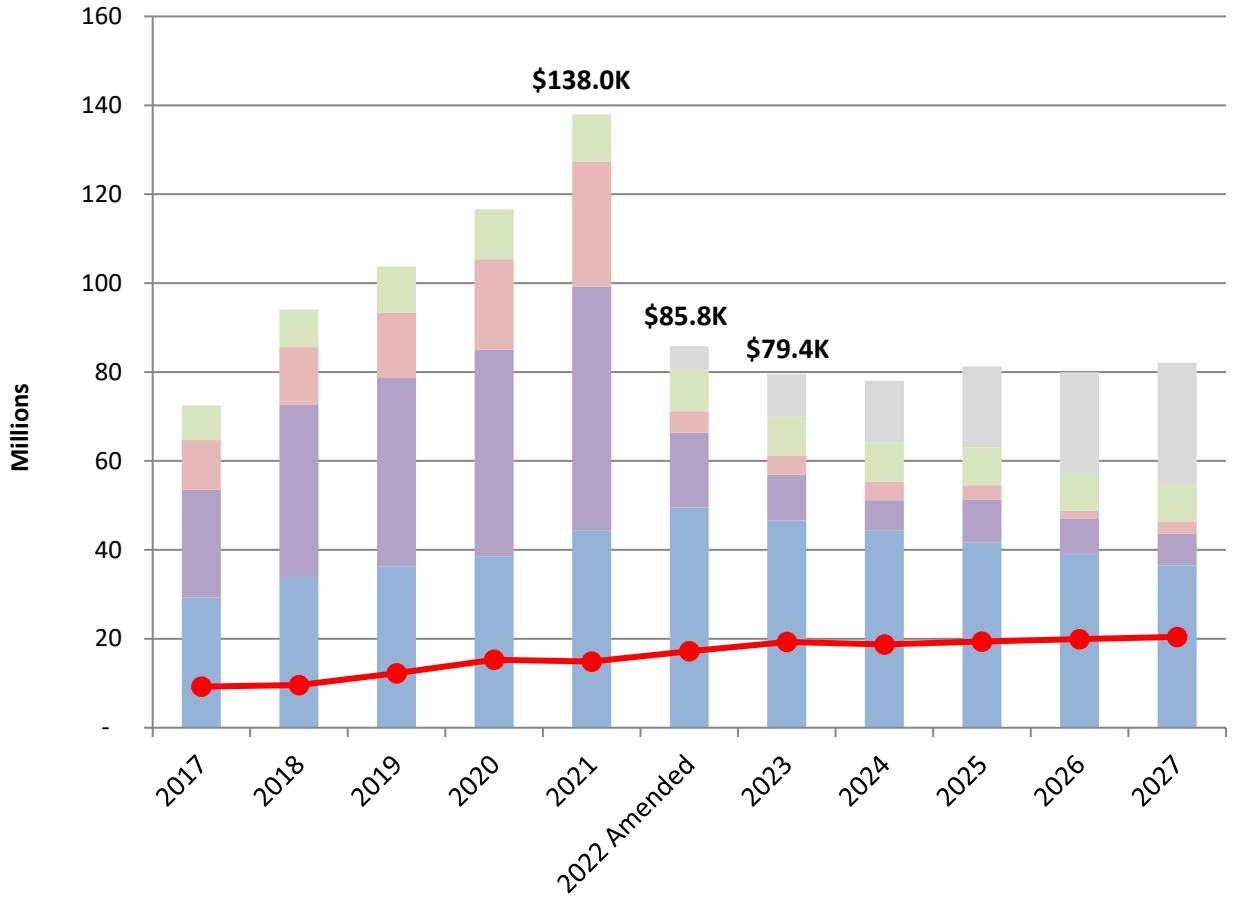
Debt Service Payments: $2.4M

2023 Debt Service Payments
PW Shops: $1.2M
Residences at Main Vail: $1.2M

Outstanding Debt at 12/31/2022: $40.4M



TOV Reserves
5 Year History & 5 Year Projection



Reserves projected to decrease by $51.2M or 37.8% during 2022

Available Reserves at the end of 2023: $79.4M

TM BUDGET DRAFT | Recap

- Are there changes to be made prior to adopting the 2023 budget ordinance?



2023 PROPOSED

2nd Reading

December 6, 2022

TOWN OF VAIL
PROPOSED 2023 BUDGET
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TOWN OF VAIL

Memorandum

TO: Vail Town Council

FROM: Finance Department

DATE: December 6, 2022

SUBJECT: Proposed 2023 Town Manager's Budget

I. SUMMARY

Second reading of Ordinance No. 22, Series 2022, a second reading of the proposed 2023 Town Manager's Budget

II. DISCUSSION

On November 15th, staff presented the 1st reading of the 2023 Budget for Council's review. Any changes or additional information resulting from that meeting is included below:

General Fund

- Since the first reading of the budget staff has increased the projected parking revenues by $234,810. Total 2023 parking revenues are projected at $7.8M, flat with the 2022 amended budget. This projection reflects the increase in the daily parking rates offset by a possible normalization in visitation.
- A $48,000 state DUI enforcement grant has been reflected which will be offset by the allocation of these funds to other Eagle County agencies for DUI enforcement work.
- After getting back the preliminary results of the compensation study, staff is requesting to increase the placeholder to implement phase I of the premium pay compensation philosophy by $300,000. The 2023 budget includes a total of $1.5M.
- Staff is requesting $11,000 of contract services for a media listening tool. This service will assist the town in its monitoring of and response to community issues, and help automate what is currently a manual process.
- $10,000 is being requested to increase funds used for sales tax audits back to pre-COVID levels.

THE FOLLOWING INFORMATION IS REPEATED FROM THE NOVEMBER 1st COUNCIL PACKET BUT REFLECTS UPDATES TO TOTALS AS A RESULT OF THE CHANGES ABOVE.

Prior to today's draft, staff held several meetings to gather feedback from Council on preliminary budget assumptions. Budget discussions began in August with a preview meeting that included preliminary revenue and expenditure discussions. More recently staff held a compensation and benefits meeting, a Capital Improvements Plan update, and a General Fund Preview that focused on a high-level review of the General Fund five-year-plan with updated revenue forecasts and reserve projections.

The following is a high-level summary of other outcomes from feedback received during these budget meetings that were included in the creation of the 2023 budget proposal:

- Maintain 35% minimum reserves in the General Fund (approx. $15M)
- Conservatively budget 2023 revenues
- Evaluate new FTE requests mid-year
- Budget philosophy of maintaining the “status quo”
- Support for a premium and flexible compensation philosophy
- Council discussed a number of capital projects within the Five-Year Capital Improvement Plan, including some newly-identified projects currently unfunded.
- Support of a phased approach to larger more significant capital projects

After several budget meetings with each department, a draft of the proposed 2023 budget is presented to Council with ***conservative revenue projections, a balanced operating budget, and funding for priorities within the Council’s focus areas. Please note that the use of General Fund reserves is required to fund one-time planning projects, contributions, and annual special events.***

BUDGET OVERVIEW

The Town of Vail 2023 budget proposal presented in this document reflects the town’s vision to be the **premier international mountain resort community** in a fiscally responsible manner. Each year the Town Manager and staff prepare an annual budget that serves as a funding plan as determined by Town Council.

Priorities that guided the 2023 budget tie directly to common themes found in both the Council Action Plan and Community Survey results. The major themes include ensuring citizens are afforded the opportunity to live and thrive in our community, providing a world class guest experience, balancing our economic, environmental, and social needs to deliver a sustainable community as well as growing a vibrant and diverse economy.



Over 2020 and 2021, the town experienced banner revenue collections across the town's major revenues due to pent-up travel demands combined with rising inflation. Looking forward to 2023 the economic outlook has been uncertain with concerns of a looming recession. With that in mind, staff has forecasted revenues conservatively and is recommending a budget philosophy of maintaining the "status quo" for now. This will also allow for the town's new manager to evaluate and weigh in on new initiatives. Throughout the year staff will continue to monitor revenues and economic activity and will implement the town's recession plan if needed.

Keeping the status quo is also reflected in personnel requests. Staff is recommending to evaluate the 2023 FTE requests mid-year. However, as the premier international mountain resort community, investment in the town's personnel remains a top priority. Retention and recruitment have continued to be a challenge and have been a focus of department discussions. The 2023 budget seeks to align our brand of a world class resort with personnel and employment philosophies that reflect that brand. Woven throughout this budget are initiatives and programs proposed to support these philosophies.

Aside from personnel, many of the new and increased budget requests are a result of cost increases due to inflation, supply chain challenges, and added facilities. New requests also aim to align resources and equipment to accommodate added service levels and improvements to address several topics of importance to both Town Council and the community at large. Listed below are larger expenditures(both capital and operating) included in the 2023 budget that support Council Goals:

Community:

- $2.5M InDEED Funding
- $500K each for the next phase of Timber Ridge and Middle Creek development plans
- $250K of support for Vail childcare centers funded with a portion of the proceeds from the tobacco tax
- $32K allocation for Cultural Heritage efforts
- $43K Vail Heritage compilation and digital retention
- $250K for a regional bike share program
- $20K towards a grant specialist to focus on Housing funds

Experience:

- $65K to fund town-wide guest service programs such as PrimaVail scholarships, guest service curriculum, and employee engagement program
- $1.3M for the Vail Village loading and delivery program offset by $600K in fees paid by delivery companies
- $75K for a "big data" research project using geo-location to learn more about guest patterns
- Partnership with Vail Resorts and Vail Valley Partnership to host the National Brotherhood of Skiers Summit ($125K)

Economy:

- Special event sponsorships ($3.1M)
- Global Exchange program and peer resort visits ($80K)
- Civic Area Plan/Dobson design and engineering ($1.0M) with an additional $100K in planning funds

Sustainability:

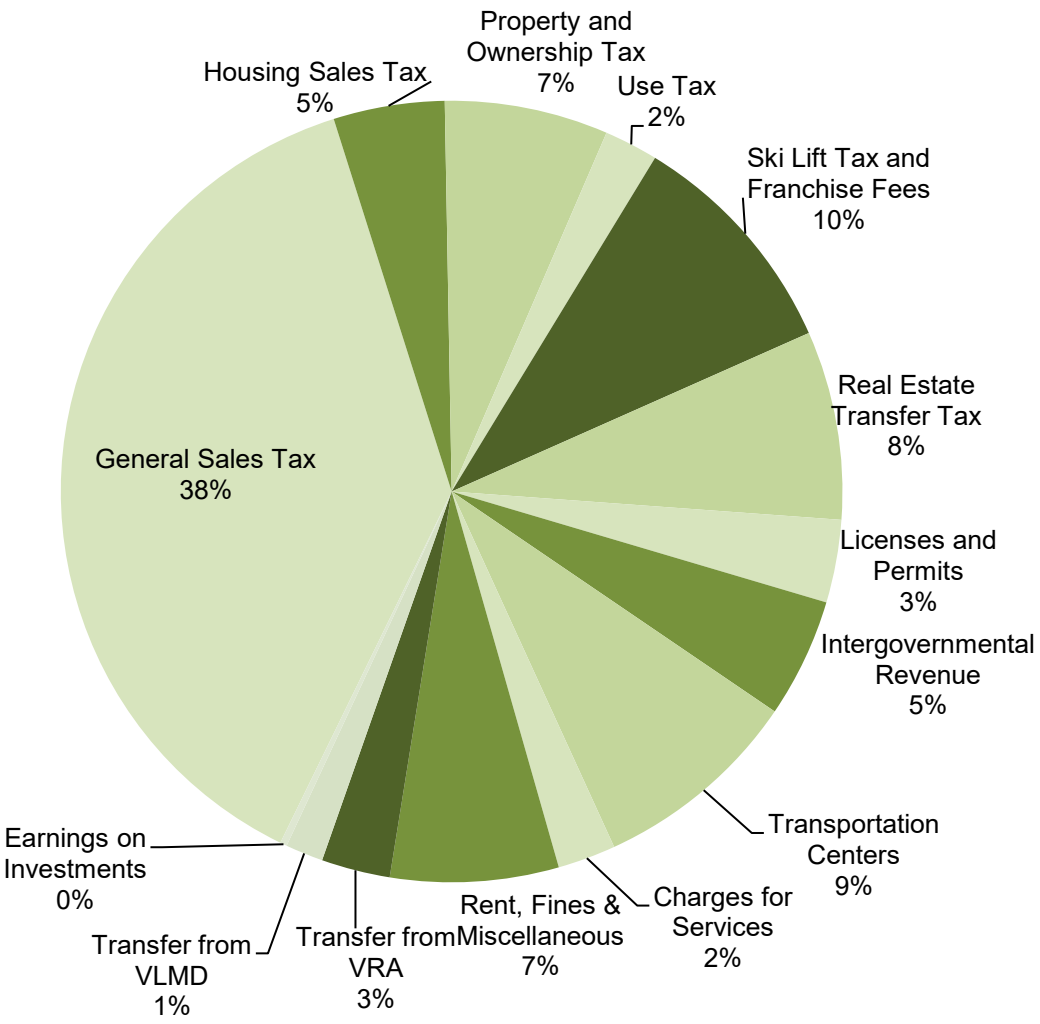
- The Fire Free Five Rebate Program ($200K) with $25K towards a publication to assist homeowners with the implementation of this plan

- $150K to begin implementing the Fire Free Five program at five Town of Vail facilities
- Destination Stewardship Plan ($200K funded by the VLMD)
- $55K for the town's portion of the USFS regional Front-Ranger Programs
- $100K placeholder for wildlife habitat improvement projects

REVENUE (All Funds)	**$89.7M**

The town's 2023 budget is funded by a projected $89.7 million of net revenue budget across all of the town's funds. Excluding the Vail Reinvestment Authority transfers and the one-time $1.4M transfer from the Vail Local Marketing District, this is an 7.4% decrease from the 2022 Amended Budget and a 2.6% increase from 2021 actuals. This is also a 12.1% increase from 2019, the last year unaffected by the COVID-19 pandemic. Over 2020 and 2021 the town experienced an increase in visitation. That combined with high average daily rates within the lodging industry, real estate sales, and inflation resulted in record-setting revenue collections. Revenues for 2023, are projected conservatively and reflect a normalization of visitation, ADR, and real estate sales. Based on this, the majority of the town's main revenue sources reflect a decrease compared to the 2022 amended budget.

2023 Budgeted Net Revenue: $89.7M



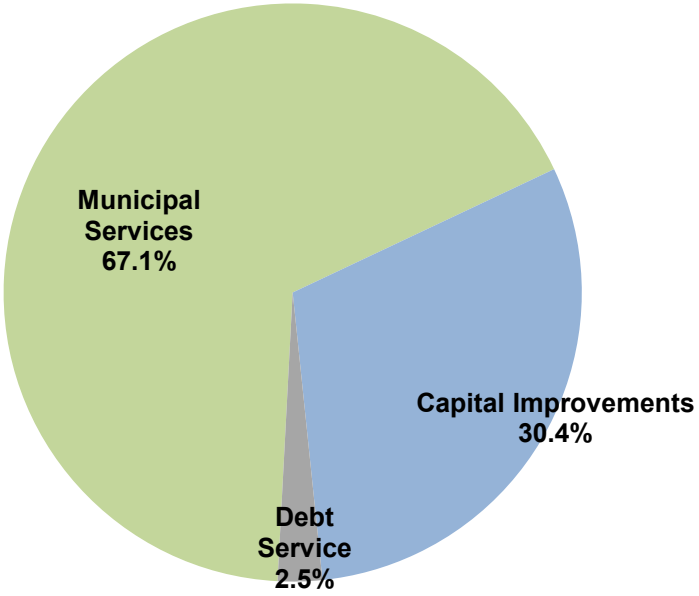
Sales tax is the town's main source of funding making up 38% of all revenues. 2023 Sales tax is conservatively proposed at $34.0 million, **down 15% from 2022 Amended Budget and up 16% compared to 2019.**

Other major 2023 revenue sources and projections include the following:

Revenue	Fund	2019 Actual	2021 Actual	2022 Amended Budget	2023 Proposed	Projections
General Sales Tax	GF/ CPF	$29.3M	$ 34.5M	$39.95M	$34.0M	Down 15% from 2021 Amended; Up 16% from 2019
Housing Sales Tax	HF	-	-	$4.5M	$4.1M	Down 14% from 2022 Amended
RETT	RETT	$7.2M	$ 9.0M	$ 7.5M	$7.0M	Based on 5-year average prior to pandemic
Property Tax	GF	$5.4M	$ 5.9M	$ 6.1M	$6.1M	Based on County Valuation
Parking	GF	$6.7M	$ 7.1M	$7.7M	$7.8M	Flat with 2022 Amended
Lift Tax	GF	$5.3M	$ 5.4M	$6.3M	$5.9M	Down 6% from 2022 Amended; Up 11% from 2019
Construction Use Tax	CPF	$2.5M	$ 3.3M	$ 2.8M	$2.0M	Based on 5-year average prior to pandemic; no large projects were assumed

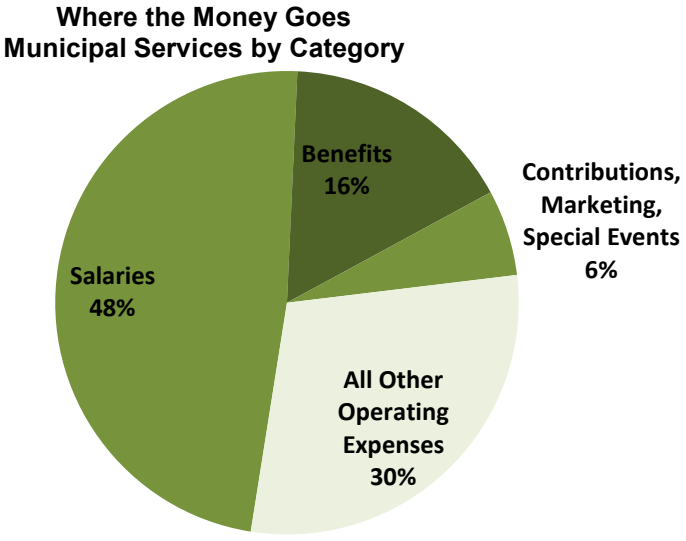
EXPENDITURES (All Funds) $95.6M

Across all funds, 2023 expenditures are proposed at $95.6 million. Expenditures can be grouped into three main categories: municipal services, capital expenditures and debt service.
For 2023, $64.2 million or 67.1% represents municipal services while 30.4% or $29.1 million represents capital expenditures. Debt service expenditures total $2.4 million or 2.5% of expenditures.



Municipal Services

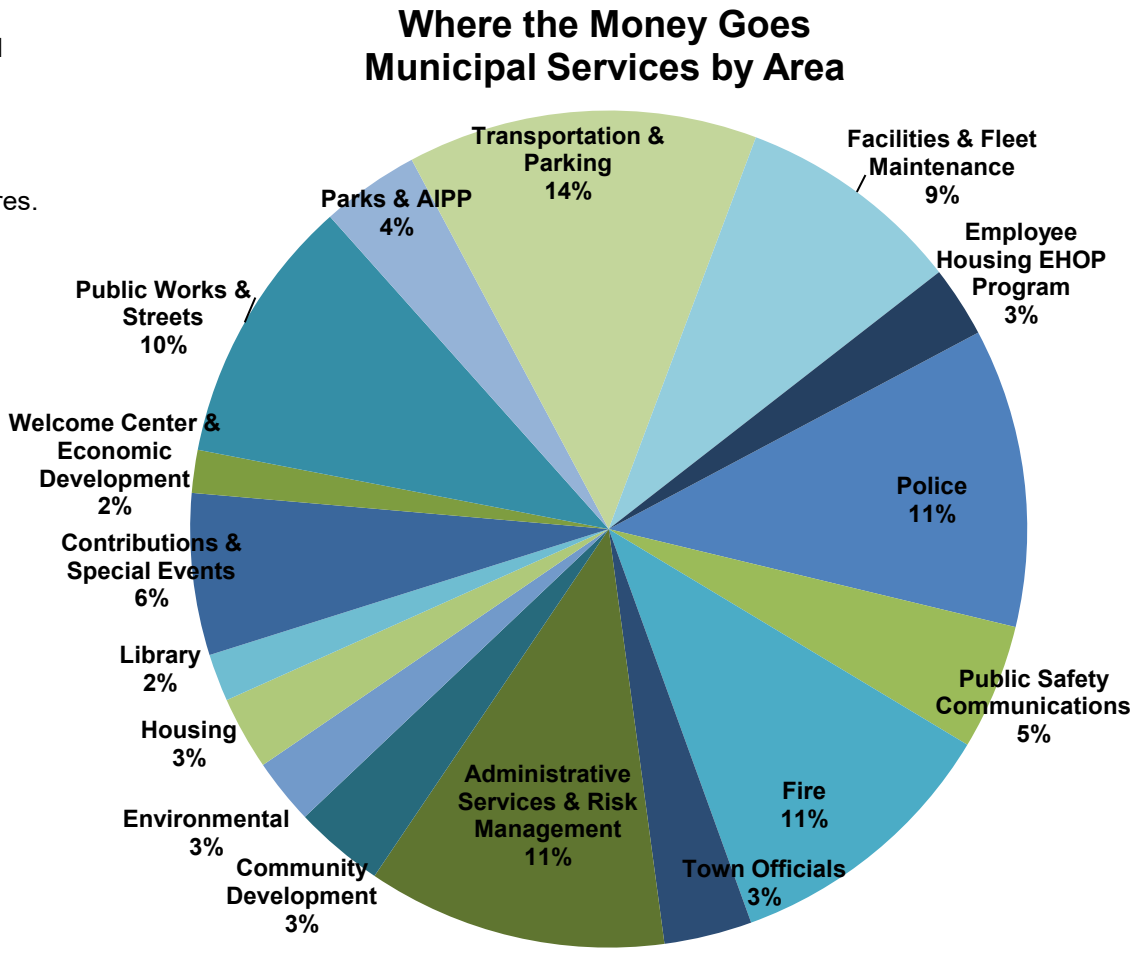
Within the $64.2 million municipal services budget, expenditures can be viewed by either category (personnel, marketing and special events, and other operating) **or** by the department.



Public Safety makes up 28% of municipal spending, followed by Public Works functions at 21%, Transit and Parking at 14%, Administration/Risk Management at 12%, and Contributions and Events at 6%

Please note that the Housing 3% is only department operations and does not include capital investments by the town in the InDEED program or other housing asset investments. Capital Investments are included in the town's Capital Improvement expenditures.

As a service organization, the majority of Municipal spending is for personnel. Salaries and benefits total $41.0, or 64% of the operating expenditures.



PERSONNEL (All Funds) $41.2M

As a service industry, the majority of municipal services expenditures relate to staffing. For 2023, this represents $41.2 million or 64% of the municipal services budget.

Compensation
Investment in the town's workforce is a top priority of this budget proposal. As employee turnover rates have increased the need to focus on employee recruitment and retention as well as succession planning for the future has become essential across the entire organization. The town's employees are a critical part of the town's infrastructure and provide world-class services to the community and guests.

On October 4th, Town Council was given an overview of the 2023 Employee Total Rewards Package comprised of the Compensation & Benefits package, Learning Opportunities, and Employee Experience. During this meeting, Council has continued to support the town's compensation philosophy to reflect a more premium and flexible pay structure for the premium services the Town of Vail employees provide. The town has budgeted for a 1-5% performance-based merit increase in addition to $1.5M to implement the results of a compensation study currently being finalized. Full implementation of this compensation philosophy is expected to be phased over three years. The 2023 budget also includes the continuation of the vacation reinvestment program ($250K) and wellness benefit ($78K).

In addition to compensation, staff has included $15K for leadership trainings, $10K for new Great Place to Work initiatives, and $15K for a succession plan development consultant.

Headcount
The town's operations are proposed to be supported by 347 full-time equivalent (FTE) positions in 2023. For 2023, there were 6.0 new FTE requests listed in the chart below. Staff is recommending to hold off and evaluate requests mid-year.

Department	Fund	FTE	Justification
HR Coordinator	GF	1.0	Recruiting Coordinator
Patrol Officers	GF	2.0	Increases in call volume/time, additional training requirements, limit severe staffing shortages
Evidence Tech	GF	1.0	Increased volume of digital evidence; compliance of evidence documentation, dissemination and purging policies
Parking Specialist	GF	0.5	Convert Winter Seasonal to Full-Time
Full-Time Local Historian/Archivist	GF	0.5	Cultural Heritage Committee recommendation for sustained commitment to history/cultural legacy projects
Sustainability Coordinator	RETT	1.0	Current and future program expansion
Total		6.0	

DEPARTMENT SPENDING (All Funds) $19.0M

Departmental spending (also labeled as "**All Other Operating Expenses**" in the chart above) is proposed at $19.0M for 2023. The majority of operating expenses are funded by the General Fund ($11.5M). The remaining is funded by the Real Estate Transfer Tax Fund (Environmental Sustainability, Forest Health, Parks, and Public Art), Dispatch Services Fund, and the Heavy Equipment Fund (Fleet). For 2023, departments were asked to maintain the "status quo". The majority of the cost increases are a result of added services, new facilities, and cost increases as a result of inflation and supply chain shortages.

CONTRIBUTIONS AND EVENTS (All Funds) $3.9M

The 2023 budget proposes a total of $3.9M million for contributions and special events. This includes Special Event funding of $3.1M and $520K for Council Contributions within the "Service" category (Not-for-profit partners), and $250K the town's Childcare program.

Events
A special event sponsorship placeholder of $3.1M is included in the Marketing Fund. This is a 7% increase from the 2022 Amended Budget. The $3.1M placeholder assumes event funding flat with the prior year with the addition of $125K for the Nationals Brotherhood of Skiers and a potential spring concert event. Special events are funded by $345K of business license revenue along with

$1.5M funded by a transfer from the General Fund and $1.2M one-time contribution from the Vail Local Marketing District. At this level of funding, the General Fund will need to utilize reserves in 2023 as well as the next four years. While special events generate revenues for the town and provide a high-quality guest experience, using General Fund reserves each year is not a sustainable business model. Staff will continue to recommend a ballot question to voters for an increase in special events funding that would alleviate the General Fund annual operations and core services.

During 2022, staff worked with a consultant to propose a new special event funding model. The new structure was created to better evaluate special events funding and the value proposition for the town. As part of the changes, all events will now apply for funding through a single process (previously two, CSE and Council Contributions) to ensure that all events are delivering on the goals of the town. Event sponsorship funding is first vetted through the Committee of Special Events, and then through an internal Event Funding committee. Funding recommendations will be presented to Council in November/December.

Council Contributions
Council Contributions includes funding for programming of various non-profit organizations within the "Services" category, with $520.0K proposed in the 2023 budget as well as "In-Kind" contributions of days at Dobson Ice Arena, waived rental fees at Donovan Pavilion and parking coupons. This category includes organizations such as Betty Ford Alpine Gardens, Ski and Snowboard Museum, High Five Media, Friends of Vail Mountain Rescue, Eagle Air Alliance and both childcare centers. Also included as a "Service" request is $1.0M for the Vail Religious Foundation for construction costs to renovate and update the 52-year-old chapel and a $200K contribution request from ECO trails to fund the next phases of construction of the Eagle Vail Trail. Due to the size of these request, staff defers the funding decision Council. Should Council decide to fund this contribution, funding will come from General Fund reserves.

See page 20 for contribution requests and staff recommendations.

This budget also includes $250K for early childcare education support using a portion of tobacco tax revenues. This program was implemented in 2022. Town staff researched and worked with the two early childhood education centers in Vail to review the current needs of the facilities and propose program and grant options to Council which resulted in a program focusing on four areas: Workforce Retention ($50K), Vail Community Tuition Assistance/Family Support ($75K), Expansion and Sustainability of ECE programs ($80K), and Capital Needs ($25K).

CAPITAL EXPENDITURES	**$29.1M**

Total funding for the 2023 capital improvements programs is $29.1 million across the Capital Projects Fund, Real Estate Transfer Tax Fund, Housing Fund, Heavy Equipment Fund, and Dispatch Services Fund. (Information on the Heavy Equipment Fund and Dispatch Services Fund included on pg. 51 of this memo).

During the October 18th work session, staff provided Council with a preliminary five-year capital plan for the Capital Projects Fund, Housing Fund, and Real Estate Transfer Tax Fund. Several significant projects were presented during this meeting. Council was asked to prioritize capital projects and provide feedback on the current plan. **No changes have been made to the capital plan since the 1st reading. Staff has included additional information about the timing of the capital projects in the PowerPoint presentation. Staff has attached project narratives for the larger more significant projects being proposed.**

DEBT SERVICE EXPENDITURES $2.4M

At the beginning of 2021, Town Council authorized the financing of the Public Works Shops project with a lease-purchase agreement. This project was financed with a $15.2M loan over a 15-year term at an interest rate of 1.76% annually. The 2023 budget includes $1.16M of debt service payments for this project.

In October of 2021, the Town issued $22.3M of 30-year Certificates of Participation for the Residences at Main Vail housing project with an interest rate of 2.76%. The 2023 budget includes $1.2M of debt service payments for this project.

RESERVES $79.4M

Due to better-than-expected revenues and grant funding combined with conservative spending and the deferral of capital projects the town was able to build up additional reserves during 2020 and 2021. At the end of 2021 the town had $138.0 in reserves. During 2022, the town is projected to spend reserves down by $51.2M mainly due to large construction projects and asset replacements such as electric bus replacements, a new parking entry system, replacement of a ladder truck, a new restroom and storage facility at the athletic fields, and a placeholder to purchase the Booth Heights parcel.

Into 2023, the town is projected to use additional reserves towards large capital projects such as Civic area and Dobson master plan implementation, and updated roundabout lighting but will also use $1.1M of General Fund Reserves towards event funding. By the end of 2023 reserves are projected to be $46.5 million in the General Fund, or 91% of annual revenues. This is well above the 35% minimum required by Town Council as a budgetary policy. Town-wide reserves are projected to be $79.4 million at the end of 2023.

OTHER FUNDS

Marketing Fund
Marketing Fund revenues are generated through the collection of annual business license fees. Budgeted revenue for 2023 of $345,000 is projected flat with the 2022 Amended Budget. The Marketing Fund is also funded by a $2.7M transfer from the General Fund and Vail Local Marketing District in order to maintain the level of spending on Special Events. See page 18 for additional details on event funding.

Heavy Equipment Fund
This is an internal services fund that manages the maintenance and repair of town vehicles and equipment and the purchase of replacement vehicles other than buses and fire trucks. Costs are charged back to the departments based on their use of the vehicles and equipment. The Heavy Equipment Fund (HEF) includes approximately $1,355,000 to purchase replacement vehicles and equipment in 2023. The vehicles are scheduled to be replaced at determined intervals based on age and use. Funding for the HEF consists of internal charges to departments as well as costs recovered through the sale or trade-in of old equipment. Projected fund balance is $1.4 million for the end of 2023.

Health Insurance Fund
This is an internal services fund that manages the town's health insurance plans. Costs are charged back to the town departments and employees through payroll deductions. The town experienced low claims activity in 2020 and into 2022. The 2023 proposed budget is flat with 2022 budget but an increase of 9% from forecast. The fund added $1.1M in reserves since 2019. The 2023 proposed budget anticipates use of reserves in order to stabilize annual cost increases to both departments and employees. Projected fund balance is $3.1 million for the end of 2023.

Dispatch Services Fund
This is an enterprise fund that manages county-wide 911 emergency services. The 2023 budget proposes to continue the temporary suspension of the 5% annual charge to participating agencies that is allocated to a capital reserve account first suspended in 2021. This annual contribution is approximately $90K each year and results in an overall 8% decrease to the agencies. The Dispatch Services Fund will need to use approximately $78K in reserves to purchase new recording software and hardware ($63.3K) and sixteen new computer workstations ($24.4K) to purchase in 2023. The projected fund balance at the end of the year is $1.5M.

Residences at Main Vail Fund
The Residences at Main Vail Fund is a new affordable housing project currently in the construction phase. Construction for the 72-unit, one and two-bedroom housing project began in November of 2021 and it is expected to be completed and ready for occupancy by the summer of 2023. This project is estimated to cost $31.0M of which the majority is funded by $22,260,000 of 30-year Certificates of Participation. The net interest rate on these certificates is 2.76% and mature on or after December 1, 2030.

The 2023 budget includes a placeholder of $362.3K for operations with an additional $1.2M for debt service payments. This is funded by a placeholder of $773.8K of rental income and an $825K transfer from the Capital Projects Fund.

Timber Ridge Enterprise Fund
The 10-acre property at Timber Ridge is owned by the town, with the eastern half of the property under a ground lease to Lion's Ridge Apartment Homes with no lease payment for ten years (2025). Lion's Ridge has the option to purchase the land for $5.0 million with notification to the town by December 31, 2024 and closing within 90 days.

Regarding the western half of the property, the original Timber Ridge Apartments operate with rental of 96 units (36 units under master lease to Vail Resorts). The 2023 proposed operating budget includes $515K in operating expenses. No capital improvements have been proposed in 2023 in anticipation of future redevelopment. During 2021, Timber Ridge paid back the $1.9 million promissory note to the Town of Vail that would have matured in 2032. Timber Ridge remains indebted to the town, with another promissory note ($8.0M original principal amount). At the end of 2023, Timber Ridge will owe principal of $4.3 million remaining on that note. A placeholder of $500K to begin redevelopment is included in the Housing Fund.

III. ACTION REQUESTED OF COUNCIL

Staff requests Council approve or approve with amendments, Ordinance No. 22, Series 2022 to approve the 2023 Town Manager Budget

REVENUE

Major Revenue Analysis
2023 Proposed Budget

	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Amended	2023 Proposed	Comments
General Sales Tax	25,591,483	27,886,113	29,250,698	25,122,191	34,534,683	30,700,000	39,950,000	34,000,000	2023: 15% Decrease from 2022 Forecast; 16% Increase from 2019
	-0.7%	9.0%	4.9%	-14.1%	18.1%	-2%	37%	-15%	
Housing Sales Tax		-	-	-	-	-	4,500,000	4,125,000	
							0%	-8%	
RETT Tax	6,313,611	7,649,013	7,224,668	10,448,526	13,371,555	7,500,000	8,200,000	7,000,000	2023 based on 5 year average prior to pandemic records
	-7.7%	21.2%	-5.5%	44.6%	85.1%	-35%	-39%	-48%	
Parking Revenue	4,902,756	6,416,013	6,720,873	4,891,997	7,060,319	6,608,758	7,758,758	7,769,724	2023 up 12% from 2019 Actuals; Down 3% from 2022 Amended
	-6.3%	30.9%	4.8%	-27.2%	5.1%	4%	17%	0%	
Property & Ownership Tax	4,940,193	5,313,730	5,369,376	5,941,704	6,016,105	6,014,632	6,064,632	6,070,789	2023 Non-Assessment Year; Flat with 2022
	0.6%	7.6%	1.0%	10.7%	12.0%	-1%	1%	0%	
Lift Tax Revenue	4,708,765	5,103,480	5,341,369	4,095,812	5,518,980	5,448,196	6,273,196	5,895,506	2023 up 10% from 2019; Down 6% from 2022 Amended
	-6.4%	8.4%	4.7%	-23.3%	3.3%	1%	14%	-6%	-
Construction Fees	1,628,471	2,958,948	1,998,540	1,855,654	2,716,819	1,980,000	2,080,000	1,918,109	2023: Based on three year average excluding large projects
	4.9%	81.7%	-32.5%	-7.1%	35.9%	-17%	-23%	-8%	
Construction Use Tax	1,740,754	3,689,131	2,467,928	2,078,277	3,687,945	2,800,000	2,800,000	2,000,000	2023: Based on three year average excluding large projects
	3.1%	111.9%	-33.1%	-15.8%	49.4%	-19%	-24%	-29%	2018 included $1.9M from Vail Health project
Other Taxes	1,803,508	1,982,124	2,089,579	2,432,187	2,500,000	2,523,223	3,090,223	2,720,340	County sales tax (based on TOV sales tax), Road & Bridge, Hwy users revenue, Tobacco tax, etc.
	-0.5%	9.9%	5.4%	16.4%	19.6%	1%	24%	-12%	
Federal / County Grants	169,883	1,546,528	1,035,711	152,630	4,779,131	1,765,723	1,256,000	1,279,000	2023: $280K Hope Center Grant; $20K Lottery Funds; $229K Operating Bus Grant; $300K Water Quality Grant;$250K mobility grant
	-8.1%	810.3%	-33.0%	-85.3%	361.4%	-66%	-74%	-28%	2021 includes $250K for Federal Transit Grant and $250K Hope Center Grant; $20K Lottery Funds; $1.1M FASTER electric bus chargers grant; $525K CDOT bus grant; $350K Transit Grant for Transportation Mgmt. System
									2020: $124.5K Water Quality Grants; $28K Lottery Funds
									2019:$895 Federal Bridge Rd Bridge Grant
									2018 includes $700K CDOT Water Quality "TAP" grant; $675.1K FASTER bus grant
Earnings on Investments	563,885	1,123,184	2,209,195	778,981	281,491	453,805	453,805	273,442	Based on available fund balance and investment returns assumed at 0.05%
	193.7%	99.2%	96.7%	-64.7%	-63.9%	48%	61%	-40%	
Rental Income	1,027,199	1,064,569	1,139,700	787,906	1,116,305	1,119,843	1,137,179	1,415,002	2023 includes Donovan Pavilion flat with 2022; Includes increases for employee housing rentals purchased during 2022
	0.8%	3.6%	7.1%	-30.9%	41.7%	5%	2%	24%	
E911 and Interagency Dispatch	2,008,451	2,055,844	2,159,084	2,174,892	2,098,742	2,098,942	2,098,942	2,511,962	Funding by E911 Authority Board and participating agencies; 2023 increase due to new surcharges; increase reserves shared from E-911 Board
	4.7%	2.4%	5.0%	0.7%	-3.5%	0%	0%	20%	
Vail Reinvestment Authority Transfers	4,179,718	4,599,998	3,804,281	1,809,400	7,410,723	50,000	2,302,146	2,550,000	2023: Annual LH parking maintenance; Lionshead Streetscape maint.
	17.9%	10.1%	-17.3%	-52.4%	309.6%	-99%	-69%	5000%	
COVID Grants									
American Rescue Grant						585,000	1,170,000		
CRRSAA Transit Grant					1,789,613	1,658,768	1,658,768		
CARES Transit Grant				1,507,242	229,274				
CARES Grant - State share				976,868	91,167				
Financing									
PW Shops Debt Financing Proceeds					15,190,000				
MVR Financing Proceeds					25,280,230				
Other One-Time Significant Reimbursements									
Transfer from VLMD								1,400,000	
State and Federal Capital Bus Grant							3,750,000		
State FASTER Transit Grant					1,624,065				6.36%

Major Revenue Analysis
2023 Proposed Budget

Black Gore Creek Grant			894,898						
Real Estate Sales			1,547,000		1,054,110		1,565,000		
Use of Traffic Impact Fee for Frontage Rd Project							1,500,000		
Sale of Chamonix Housing Units		17,748,304							
Project Reimbursement Red Sandstone		5,800,000							
Total Significant One-Time Revenues	-	23,548,304	2,441,898	2,484,110	45,258,459	2,243,768	9,643,768	1,400,000	
All Other Revenue	7,358,044	8,339,104	6,968,373	9,183,295	3,469,901	4,581,938	6,852,504	8,786,807	In general, this item includes franchise fees, fines and forfeitures, employee portion of healthcare
	-5.5%	13.3%	-16.4%	31.8%	-62.2%	-13%		91.8%	premiums, license revenue, administration fees collected from VLMD and RETT and other charges
									for service such as out of district fire response and Police contracted services. It may also include
									use of Traffic Impact fees or Holy Cross Community Enhancement Funds
Total Revenue	**66,936,720**	**103,276,083**	**80,221,274**	**74,237,562**	**139,821,158**	**75,888,830**	**104,461,154**	**89,715,682**	
% compared to Prior Year	-0.8%	54.3%	-22.3%	-7.5%	76.4%	-45.7%	37.7%	-14.1%	
								-7.4%	**vs. 2022 Amended (**without One-Time Revenues)
								2.6%	**vs. 2021 Actual** (without One-Time Revenues)
								21.1%	**vs. 2020 Actual** (without One-Time Revenues)
								12.1%	**vs. 2019 Actual** (without One-Time Revenues)

EXPENDITURES

TOWN OF VAIL 2023 PROPOSED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
GENERAL FUND

	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Amended	Proposed 2023 Budget	2024	2025	2026	2027
Revenue						-15%	3%	3%	4%	4%
Local Taxes:	$ 29,250,698	$ 24,973,418	$ 34,534,683	$ 30,700,000	$ 39,950,000	$ 34,000,000	$ 35,020,000	$ 36,100,000	$ 37,544,000	$ 39,046,000
Sales Tax Split b/t Gen'l Fund & Capital Fund	**57/43**	**61/39**	**49/51**	**62/38**	**62/38**	**62/38**	**62/38**	**62/38**	**62/38**	**62/38**
Sales Tax	16,790,000	15,300,000	17,050,000	19,034,000	24,771,000	21,080,000	21,712,400	22,382,000	23,277,000	24,209,000
Property and Ownership	5,369,376	5,941,704	6,016,105	6,014,631	6,064,631	6,070,789	6,374,328	6,374,328	6,693,045	6,693,045
Ski Lift Tax	5,341,369	4,095,812	5,518,980	5,448,196	6,273,196	5,895,506	6,022,371	6,218,042	6,416,764	6,673,434
Franchise Fees, Penalties, and Other Taxes	1,201,539	1,672,845	1,751,304	1,693,618	1,791,618	1,751,381	1,803,922	1,860,001	1,867,201	1,919,545
Licenses & Permits	2,207,918	2,071,460	2,924,982	2,186,704	2,286,704	2,728,134	2,864,541	2,979,122	3,128,078	3,284,482
Intergovernmental Revenue	2,297,868	2,626,054	3,618,724	2,350,723	3,523,145	2,808,946	2,837,035	2,865,406	2,894,060	2,923,000
Transportation Centers	6,720,873	4,891,998	7,060,319	6,608,758	7,758,758	7,769,724	8,002,816	8,272,900	8,471,087	8,809,931
Charges for Services	1,144,658	1,212,774	1,391,470	1,071,297	1,071,297	999,980	1,019,980	1,110,779	1,155,210	1,201,418
Fines & Forfeitures	211,089	342,285	268,878	206,566	206,566	210,700	214,914	219,212	223,597	228,068
Earnings on Investments	863,199	308,609	100,880	200,000	200,000	150,000	200,000	250,000	250,000	300,000
Rental Revenue	1,139,700	787,907	1,116,305	1,119,843	1,137,179	1,415,002	1,457,452	1,501,176	1,501,176	1,511,176
Miscellaneous and Project Reimbursements	379,958	255,002	510,632	251,000	325,334	366,000	300,000	310,000	316,200	322,524
Total Revenue	**43,667,547**	**39,506,450**	**47,328,579**	**46,185,336**	**55,409,428**	**51,246,162**	**52,809,759**	**54,342,967**	**56,193,417**	**58,075,624**
		-9.5%	19.8%	-2.4%	17.1%	-7.5%	3.1%	2.9%	3.4%	3.3%
Expenditures										
Salaries	19,482,614	19,422,760	20,858,386	23,041,583	24,050,885	25,816,994	26,849,674	27,903,661	29,019,807	30,174,599
Benefits	7,153,063	6,904,130	7,643,489	8,075,454	8,327,950	8,592,954	8,850,743	9,096,265	9,369,153	9,640,227
Subtotal Compensation and Benefits	26,635,677	26,326,890	28,501,875	31,117,037	32,378,835	34,409,948	35,700,416	36,999,926	38,388,960	39,814,827
		-1.2%	8.3%	9.2%	13.6%	6.3%	3.8%	3.6%	3.8%	3.7%
Contributions and Welcome Centers	290,317	657,599	323,181	284,611	284,611	284,134	289,817	295,613	301,525	307,556
Chilcare Program Funding	-	-	-	250,000	250,000	250,000	250,000	250,000	250,000	250,000
All Other Operating Expenses	7,491,844	6,344,253	7,481,863	9,036,237	10,504,531	11,457,111	11,686,253	11,833,978	12,188,998	12,534,668
Heavy Equipment Operating Charges	2,540,207	2,268,219	2,319,016	2,816,503	2,816,503	2,999,890	3,059,888	3,121,086	3,183,507	3,247,177
Heavy Equipment Replacement Charges	705,971	840,206	909,338	971,764	971,764	1,101,105	1,123,127	1,145,590	1,168,501	1,191,871
Dispatch Services	669,590	666,042	616,306	652,938	652,938	669,317	682,703	696,357	710,285	724,490
Total Expenditures	38,333,606	37,103,210	40,151,579	45,129,090	47,859,182	51,171,505	52,792,205	54,342,550	56,191,776	58,070,589
		-3.2%	8.2%	12.4%	19.2%	6.9%	3.2%	2.9%	3.4%	3.3%
Surplus (Deficit) from Operations	**5,333,941**	**2,403,240**	**7,177,000**	**1,056,246**	**7,550,246**	**74,657**	**17,555**	**417**	**1,641**	**5,035**
One-Time Items:										
Federal Grants										
CRRSAA Transit Grant (Operating)		1,507,242	1,789,613	1,658,768	1,658,768					
CARES Transit Grant (Operating)		1,197,930								
American Rescue Plan Grant					1,170,000					
American Rescue Plan Initiatives				(585,000)	(1,170,000)					
Planning Projects										
VLMD Transfer for Destination Stewardship Mgmt Plan						200,000				
Destination Stewardship Mgmt Plan				(100,000)	(230,000)	(200,000)				
Vail Vision				(50,000)	(50,000)	(100,000)				
Civic Area/Dobson Master Plan	(327,897)			(200,000)	(200,000)	(100,000)				
West Vail Master Plan		(152,851)	(173,909)	(225,000)	(230,478)	(100,000)				
Contributions Funded with Reserves										
Vail Chapel Capital Contribution				(500,000)	(500,000)					
ECO Trail- Eagle Valley Trail Contribution (Minturn)						(100,000)				
Mountain Travel Symposium				(158,000)	(158,000)					

COVID-19										
Gift Card Program		(27,075)								
Winter Operations Tenting Program		(412,499)								
COVID Economic Development Expenses			(1,208)							
Digital Marketing Campaign "Work from Vail"			(39,957)							
Vail Community Relief Fund		(586,390)	(114,000)							
Commercial Rent Relief Program		(35,327)	(441,250)							
Net Increase /(Decrease) due to One- Time Items:	**(327,897)**	**1,491,030**	**1,019,288**	**(159,232)**	**290,290**	**(400,000)**				
Transfer to Housing Fund										
Transfer to/from Marketing & Special Events Fund	(2,542,788)	(1,653,178)	(2,000,000)	(2,490,600)	(2,425,085)	(1,500,000)	(2,600,000)	(2,600,000)	(2,600,000)	(2,600,000)
Transfer to Other Funds	(44,731)	-	(317,927)	-	(291,938)	(1,200,000)	-	-	-	-
Surplus (Deficit) Net of Transfers and One-Time Items	**2,418,525**	**2,241,092**	**5,878,361**	**(1,593,586)**	**5,123,513**	**(3,025,343)**	**(2,582,445)**	**(2,599,583)**	**(2,598,359)**	**(2,594,965)**
Beginning Fund Balance	33,888,139	36,306,665	38,547,757	40,266,996	44,426,118	49,549,631	46,524,288	43,941,843	41,342,260	38,743,901
Ending Fund Balance	**$ 36,306,664**	**$ 38,547,757**	**$ 44,426,118**	**$ 38,673,410**	**$ 49,549,631**	**$ 46,524,288**	**$ 43,941,843**	**$ 41,342,260**	**$ 38,743,901**	**$ 36,148,936**
As % of Annual Revenues	82%	88%	101%	84%	89%	91%	83%	76%	69%	62%
EHOP balance included in ending fund balance - not spendable		$ 1,190,000	$ 1,223,500	$ 1,223,500	$ 1,346,238	$ 1,223,500	$ 1,223,500	$ 1,223,500	$ 1,223,500	$ 1,223,500

PERSONNEL

TEN-YEAR SUMMARY OF BUDGETED POSITIONS BY DEPARTMENT

Department	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2022 Positions Change	
Full-Time Regular Positions - Funded by TOV														
Town Officials	4.43	4.43	4.43	3.43	3.43	3.43	3.43	4.43	3.43	3.43	3.43	3.43	0.00	
Administrative Services	19.35	19.40	21.40	24.60	25.10	29.60	29.60	29.60	32.60	34.30	34.30	35.30	1.00	2022 Catch-Up: Convert Part-time Econ Dev Administrator to Full-Time
Community Development	13.85	13.85	12.85	13.85	12.85	12.00	13.00	11.50	12.00	12.00	12.00	12.00	0.00	
Housing	-	-	-	-	-	2.00	2.00	2.00	2.00	3.00	4.00	4.00	0.00	
Environmental Sustainability	-	-	-	-	-	-	-	3.00	4.00	4.25	4.25	4.50	0.25	2022 Catch-Up: Convert Fire/Environ. Admin to Full-Time
Fire	24.00	24.50	25.50	28.50	29.50	30.50	36.50	37.50	38.00	38.00	39.80	39.80	0.00	
Police and Communications	54.75	54.25	54.25	55.25	56.25	56.25	57.25	57.75	57.75	58.00	58.00	58.00	0.00	
Library	6.55	6.55	6.55	6.55	6.55	6.55	6.55	6.55	6.55	6.55	6.60	6.60	0.00	
Public Works, Streets & Roads, Landscaping	30.80	30.80	34.30	36.30	40.30	40.80	41.80	43.30	44.30	44.30	48.30	48.75	0.45	2022: Catch-Up: Convert AIPP Coordinator to FT (0.2); Relcass Fleet Admin Tech to shared PW Admin (0.25)
Transportation & Parking	31.00	31.00	39.50	39.50	47.50	47.00	47.00	47.50	47.50	47.50	66.50	66.50	0.00	
Fleet Maintenance	12.00	12.00	12.00	11.00	11.00	12.00	12.00	12.00	12.00	12.00	12.00	11.75	(0.25)	2022 Catch-Up: Reclass Fleet Admin Tech to shared PW Admin
Facility Maintenance	18.00	16.00	16.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	0.00	
Total Full-Time Regular/Modified Full-Time	**214.73**	**212.78**	**226.78**	**235.98**	**249.48**	**257.13**	**266.13**	**272.13**	**277.13**	**280.33**	**306.18**	**307.63**	**1.45**	
Fixed Term Employees														
Administrative Services	-	0.50	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	
Community Development	-	-	-	-	-	1.00	1.00	-	-	-	-	-	0.00	
Police and Communications	-	-	-	-	1.00	1.00	-	-	-	-	-	-	0.00	
Public Works, Streets & Roads, Landscaping	-	-	-	-	-	-	-	-	1.00	1.00	1.00	1.00	0.00	
Capital Projects	0.50	0.50	-	-	-	-	-	-	-	-	-	-	0.00	
Document Imaging	1.00	1.00	1.00	-	-	-	-	-	-	-	-	-	0.00	
Total Fixed-Term	1.50	2.00	1.00	0.00	2.00	3.00	2.00	1.00	2.00	2.00	2.00	2.00	0.00	
Externally Funded Employees														
Police and Communications	10.00	10.00	10.00	9.00	8.00	8.00	8.00	9.00	9.00	9.00	9.00	9.00	0.00	
Total Externally Funded	10.00	10.00	10.00	9.00	8.00	8.00	8.00	9.00	9.00	9.00	9.00	9.00	0.00	
Total Full-Time Employees	226.23	224.78	237.78	244.98	259.48	268.13	276.13	282.13	288.13	291.33	317.18	318.63	25.85	

TEN-YEAR SUMMARY OF BUDGETED POSITIONS BY DEPARTMENT

Department	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2022 Positions Change	
Seasonal Positions - Funded by TOV														
Town Officials	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Administrative Services	1.94	1.94	1.94	1.69	1.19	2.29	2.29	2.29	2.20	2.20	2.20	1.70	(0.50)	2022 Catch-up: Transfer Econ Dev Admin to Full-Time
Community Development	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Fire	13.70	13.70	12.70	9.61	10.07	9.00	3.00	2.50	2.50	2.50	3.00	3.00	0.00	
Police and Communications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Library	1.70	1.70	1.70	2.20	2.40	2.40	2.40	2.40	2.40	2.40	3.025	3.025	0.00	
Public Works/ Streets & Roads/Landscaping	10.94	12.38	9.14	8.64	7.20	8.66	8.66	9.16	9.16	11.16	9.16	9.16	0.00	
Transportation & Parking	27.46	27.46	20.30	19.84	19.00	19.00	20.52	20.52	25.96	25.96	10.10	10.56	0.46	2022 Catch-Up: Add Seasonal Parking Host
Fleet Maintenance	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Facility Maintenance	1.38	1.38	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.00	
Total Seasonal / Part-Time	57.62	59.06	46.95	43.15	40.78	42.27	37.79	37.79	43.14	45.14	28.41	28.37	(0.04)	
All FTE's (Full-Time Equivalents)														
Town Officials	4.43	4.43	4.43	3.43	3.43	3.43	3.43	4.43	3.43	3.43	3.43	3.43	0.00	
Administrative Services	21.29	21.84	23.34	26.29	27.29	32.89	32.89	32.89	35.80	37.50	37.50	38.00	0.50	
Community Development	14.10	14.10	13.10	14.10	12.85	13.00	14.00	11.50	12.00	12.00	12.00	12.00	0.00	
Housing	0.00	0.00	0.00	0.00	0.00	2.00	2.00	2.00	2.00	3.00	4.00	4.00	0.00	
Environmental Sustainability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	4.00	4.25	4.25	4.50	0.25	
Fire	37.70	38.20	38.20	38.11	39.57	39.50	39.50	40.00	40.50	40.50	42.80	42.80	0.00	
Admin	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	0.00	
Patrol	28.00	28.00	28.00	28.00	28.00	28.00	28.00	29.00	29.00	29.00	29.00	29.00	0.00	
Investigation	5.00	5.00	5.00	5.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	0.00	
Records	4.75	4.25	4.25	4.25	4.25	4.25	4.25	4.75	4.75	5.00	5.00	5.00	0.00	
Dispatch	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	0.00	
Police and Dispatch Total	64.75	64.25	64.25	64.25	65.25	65.25	65.25	66.75	66.75	67.00	67.00	67.00	0.00	
Library	8.25	8.25	8.25	8.75	8.95	8.95	8.95	8.95	8.95	8.95	9.63	9.63	0.00	
Public Works, Streets & Roads	41.74	43.18	43.44	44.94	47.50	49.46	50.46	52.46	53.46	55.46	57.46	57.91	0.45	
Transportation & Parking	58.46	58.46	59.80	59.34	66.50	66.00	67.52	68.02	73.46	73.46	76.60	77.06	0.46	
Fleet Maintenance	12.25	12.25	12.00	11.00	11.00	12.00	12.00	12.00	12.00	12.00	12.00	11.75	(0.25)	
Facility Maintenance	19.38	17.38	16.92	17.92	17.92	17.92	17.92	17.92	17.92	17.92	17.92	17.92	0.00	
Capital Projects / Fixed Term	1.50	1.50	1.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	0.00	
Total FTE's	283.85	283.84	284.73	288.13	300.26	310.40	313.92	319.92	331.27	336.47	345.59	347.00	1.41	

Town of Vail
Employee Benefits

	2021 Actual	% Salary	2022 Budget	% Salary	2023 Budget	% Salary
Full-Time Regular Employees						
Fee Based						
Health Insurance	3,940,086	18.71%	4,649,640	19.14%	4,592,266	17.87%
Group Term Life, Disability & Accidental Death	297,766	1.41%	286,084	1.18%	319,696	1.24%
Lifestyle Account & Wellness Benefit	313,610	1.49%	251,379	1.03%	270,000	1.05%
Sworn Officer Death and Disability Insurance	150,832	0.72%	181,678	0.75%	211,342	0.82%
Subtotal Fee Based	4,702,294	22.33%	5,368,782	22.10%	5,393,304	20.99%
Payroll Based						
Pension Contribution	3,225,721	15.31%	3,653,694	15.04%	3,924,345	15.27%
Medicare	301,334	1.43%	352,299	1.45%	372,542	1.45%
Workers' Compensation Insurance	144,657	0.69%	243,220	1.00%	243,220	0.95%
Unemployment Compensation Insurance	68,571	0.33%	97,186	0.40%	102,770	0.40%
Subtotal Payroll Based	3,740,283	17.76%	4,346,399	17.89%	4,642,877	18.07%
Total Full-Time Benefits	8,442,577	40.84%	9,715,180	39.99%	10,036,181	39.06%
Part-Time and Seasonal Employees						
Fee Based						
Lifestyle Account & Wellness Benefit	20,724	1.10%	18,621	0.00%	15,000	0.00%
Health Insurance	537,764	35.85%	99,281	6.89%	231,655	16.07%
Payroll Based						
Pension Contribution	27,043	1.43%	21,620	1.50%	21,620	1.50%
Medicare	25,744	1.36%	20,899	1.45%	20,899	1.45%
Workers' Compensation Insurance	12,425	0.66%	27,000	1.87%	27,000	1.87%
STD Leave	-	0.00%	-	0.00%	1,566	0.11%
Unemployment Compensation Insurance	5,890	0.31%	5,765	0.40%	5,765	0.40%
Subtotal Payroll Based	71,102	3.77%	75,284	5.22%	76,850	5.33%
Total Part-Time and Seasonal Benefits	629,590	41.02%	193,185	13.40%	323,504	22.45%
Total Benefits - All Employees	9,072,167	40.42%	9,908,365	38.50%	10,359,686	38.18%
Percentage Increase	13.0%			9.2%		4.6%

CONTRIBUTIONS

2023 Council Contribution Request Spreadsheet

	TOWN OF VAIL FUNDING REQUEST	2022 - Council Approved Council Approved Cash	2022 - Council Approved In-Kind Request	2022 - Council Approved In-Kind Value Approved	Fund	2023 Recommended Cash Request	2023 Recommended Increase/ (Decrease) from 2022	2023 Recommended Staff Recommended Cash	2023 Recommended In-Kind Request	2023 Recommended In-Kind Recommended	2023 Recommended Variance to PY Funding
	SERVICES										
A	Colorado Snowsports Museum: In-Kind	-	Rent in the Vail Transportation Center ($137,304); 1 Silver ($2,000), 2 Blue parking passes ($2,500)	141,651	-	-	-	-	Rent in the Vail Transportation Center ($141,423); 1 business premier parking pass ($2,200) and two employee plus passes ($3,700)	147,323	5,672
	Colorado Snowsports Museum programming	45,457		-	GF	52,000	6,543	46,821		-	6,543
B	Betty Ford Alpine Garden: Operating	74,649	1 Blue parking pass for Director ($1,250) and 2 year round designated parking sports in Ford Park	1,250	RETT	80,000	5,351	76,888	1 employee plus pass for the director ($1,850) and 2 year round designated parking sports in Ford Park ($850)	2,700	5,351
B	Betty Ford Alpine Garden: Capital Request	-		-	RETT	15,000	15,000	-		-	15,000
C	Eagle River Watershed Council	42,000		-	RETT	42,000	-	42,000		-	-
D	EGE Air Alliance	75,000		-	GF	75,000	-	75,000		-	-
E	High Five Access Media (TV5)	150,000		-	GF	152,000	-	152,000		-	-
F	Eagle Valley Land Trust	5,000		-	RETT	7,500	2,500	-		-	2,500
G	Vail Valley Mountain Trails Alliance	17,500		-	RETT	17,500	-	17,500		-	-
H	Vail Mountain Rescue Group (FMR) Friends of Mountain Rescue	9,100		-	GF	10,163	1,063	9,373		-	-
I	Vail Religious Foundation - Capital Request	500,000		-	GF	1,000,000	500,000	-		-	500,000
J	Eagle County Eco Trails	-		-	GF	200,000	200,000	100,000		-	100,000
	TOTAL SERVICES	**993,706**		**144,701**		**1,651,163**	**670,457**	**519,582**		**149,773**	**520,066**
	IN KIND										
K	Round Up River Ranch	-	125 parking passes for participants and volunteers for	3,750		-		-	100 single day parking vouchers ($4,000)	4,000	-
L	Small Champions, Inc. (8 off-peak Sundays Dec-Mar)	5,000	60 single day parking vouchers at Lionshead; 8 days use of Lionshead Welcome Center ($30/day, $1800)	1,800		-		-	65 single day parking vouchers at Lionshead; 8 days use of Lionshead Welcome Center ($40/day, $2,600)	2,600	-
M	Vail Mountaineer Hockey Club	-	14 days use of Dobson ($2,850/day, $39,900)	39,900		-		-	14 days use of Dobson ($2,850/day, $39,900)	39,900	-
N	Ski and Snowboard Club Vail	-	4 days usage of Dobson ($2,850/day, $11,400)	11,400		-		-	4 days usage of Dobson ($2,850/day, $11,400)	11,400	-
O	Skating Club of Vail	-	10 days use of Dobson Ice Arena ($2,850/day, $28,500)	28,500		-		-	10 days use of Dobson Ice Arena ($2,850/day, $28,500)	28,500	-
P	Special Olympics (Sundays Jan 2 - End of Ski Season)	-	56 parking passes at Lionshead parking structure ($30/day, $1,680 total)	1,680		-		-	56 parking passes at Lionshead parking structure ($40/day, $2,240 total)	2,240	-
Q	Foresight Ski Guides	-	2 Blue parking passes ($1,250/each) and 1 Pink parkin	2,700		-		-	2 Employee plus parking passes ($1,850/each)	3,700	-
R	SOS Outreach	-	25 parking passes ($30/day, $750)	750		-		-	25 parking passes ($40/day, $750)	1,000	-
	Mind Springs Health	-	3 blue parking vouchers ($3,750); rent and utilities ($43	46,800		-		-	3 Employee Plus parking vouchers ($3,750); rent and utilities ($43,050)	48,600	
S	Children's Garden of Learning		rent; parking passes?						Continued support of building and exterior maintenance from public works		
	TOTAL IN KIND	**-**		**148,680**		**-**		**-**		**141,940**	**-**

2023 Council Contributions: Staff Recommendations

SERVICES

This category funds programs of services/expertise that the town does not already provide, supports the TOV physical plant and is appropriate for governmental support. Currently included in this category is annual programming support of Colorado Ski and Snowboard Museum, Betty Ford Alpine Gardens and Eagle Valley Childcare. This category does not support annual operating requests.

Changes since the 1st Draft are highlighted in green below

A. Colorado Snowsports Museum

CASH REQUEST (Programming): $52,000 (up $10,000 or 14% from 2022 approved request).

INKIND REQUEST: Waive rent valued at $141,423 and provide 3 parking passes valued at $5,900.

BACKGROUND INFORMATION**:** The Colorado Snowsports Museum and Hall of Fame is requesting a total cash contribution of $52,000 which will be used to market the museum, continue to provide free admission for visitors, and maintain/update exhibits.

STAFF RECOMMENDATION: Staff recommends funding the in-kind request based on the lease terms and passes (totaling $147,323) and a cash contribution of $46,821, up 3% from prior year. Staff recommends that this is used towards maintaining and updating exhibits and providing programming for visitors.

B. Betty Ford Alpine Gardens (BFAG)

CASH REQUEST (Programming): $80,000, $20,351 or 7% increase from 2022.

CAPITAL REQUEST (Capital): $15,000 towards a new roof for the alpine toolshed.

INKIND REQUEST: 2 designated parking spots at Ford Park and 1 employee plus pass ($2,700); annual cost of water service expenditures

BACKGROUND INFORMATION**:** Betty Ford Alpine Garden's is requesting a cash contribution of $80,000 for their garden care and education program. This includes the purchase of plant materials, tools, soil, and compost, replanting as well as garden upgrades and the management and supervision of the volunteer team and summer garden interns. The increased request reflects expenditure increases over several years. Over the past 10 years the BFAG's budget has increased $900K or 108%. Over the same period, the Town's contribution has increased 34%. BFAG has also requested $15,000 towards a new roof for the alpine toolshed. Currently, the structure has wood shingles and the roof sustained storm damage last year. This project will upgrade the wood shingles to a fire proof composite shingle, making it more sustainable in the long term.

STAFF RECOMMENDATION: Staff recommends a cash contribution of $76,888 to go towards the Garden Care and Upkeep Program (a 3% increase from prior year original funding). Staff also recommends in-kind funding for 2 designated parking spots at Ford Park and 1 employee plus parking pass. In addition to Council contributions, the BFAG is requesting $22,000 from the Committee on Special Events for winter programming and have indicated that they will be

requesting $30,000 for summer programming. Staff does not recommend funding the new roof. This contribution is funded by Real Estate Transfer Tax Fund.

C. Eagle River Watershed Council

CASH REQUEST (Programming): $42,000, Flat with the 2022 request and awarded funds.

BACKGROUND INFORMATION**:** Eagle River Watershed Council is requesting a cash contribution of $42,000 to fund water quality monitoring, community education, and river restoration projects. Specifically, the contribution will be used towards the Gore Creek Restoration projects ($8,000), the Water Quality & Assessment Program ($13,000); the Community Pride Highway Cleanup ($2,500) and Eagle River Clean Up ($2,500); the sediment source monitoring and biomonitoring of Black Gore Creek ($16,000).

STAFF RECOMMENDATION: Staff recommends funding the $42,000, flat with prior year funding.

D. EGE Air Alliance

CASH REQUEST: $75,000, flat with prior years.

BACKGROUND INFORMATION**:** Eagle Air Alliance is requesting $75,000, flat with prior year, to be used to attract new airline partners and support the development of new markets to fly into Eagle County Airport.

STAFF RECOMMENDATION: Staff recommends funding of $75,000 within the Economic Development department budget, flat with prior year.

E. High Five Access Media

CASH REQUEST: $152,000 (50% of Comcast franchise fees), flat with prior years request. In early 2021, High Five gave a presentation to Council on their town provided services and their share Comcast franchise fees was increased to 50%.

BACKGROUND INFORMATION: High Five Access Media is requesting $152,000 (or 50%) of franchise fees the Town of Vail receives annually from Comcast, based on terms of the Comcast franchise agreement with the town. The cash contribution will be used to fund High Five Access Media programs, in-house productions, video production equipment purchases, production of council meetings, free access for Vail residents to membership, basic media education, cable and internet distribution of video as well as paying for ongoing costs for cablecast and webcast of programming to Comcast subscribers and internet users.

STAFF RECOMMENDATION: Staff recommends funding of approximately $152,000 (or 50%) of estimated franchise fees the Town receives annually from Comcast.

F. Eagle Valley Land Trust

CASH REQUEST: $7,500, a 50% or $2,500 increase over 2022.

BACKGROUND INFORMATION**:** The Eagle Valley Land Trust works to protect and preserve lands,

heritage, wildlife habitats, and recreational opportunities. Eagle Valley Land Trust is requesting $7,500 to support their Stewardship and Outreach Program, a program that coordinates the stewardship of existing conservation easements and addressing management concerns in a collaborative, proactive way; as well as connecting people and raising awareness of the importance of land conservations. Funding will be used to market programs and events showcasing the Town of Vail ($1,000), execution of outreach programming to promote sustainability goals ($3,500) and pursue conservation projects collaboratively with the town ($3,000). New conservation projects could include the permanent protection of Battle Mtn, the East Vail property, or those properties in the town's comprehensive open lands plan.

STAFF RECOMMENDATION: Staff does not recommend funding this request. Taxpayer dollars are not traditionally contributed towards marketing programs. Staff will reevaluate opportunities for funding as new conservation projects and properties are identified.

G. Vail Valley Mountain Trails Alliance

CASH REQUEST: $17,500, Flat with 2022 contributions.

BACKGROUND INFORMATION**:** The Vail Valley Mountain Trails Alliance is requesting $17,500 to continue funding three programs: Adopt a Trail, Wildlife Trail Ambassador, Trail Conservation Crew (new 2022 request). The Adopt A Trail program use volunteers to help maintain and monitor local trails. This program assists in maintaining twelve trails connected to the Town of Vail. The Wildlife Trail Ambassador program educates and communicates seasonal trail closures including North Trail, Son of Middle Creek, Buffehr Creek, and Two Elk. Pending land management decisions, the WTA program is ready to support seasonal wildlife closure for bighorn sheet at the Booth Lake Trailhead in 2023.

STAFF RECOMMENDATION: Staff recommends total funding of $17,500 for the Adopt A Trail program, the Wildlife Trail Ambassador, and the Trail Conservation Crew, to be used on trails within or that border the Town of Vail. Funding for this will come from the Real Estate Transfer Tax Fund.

H. Vail Mountain Rescue Group (VMRG)

CASH REQUEST: $10,163, a 12% or $1,063 increase over prior year.

BACKGROUND INFORMATION**:** Vail Mountain Rescue Group is requesting a cash contribution of $10,163 to fund their Rigging for Rescue program. This program will provide essential training for high and low angle technical rope recuses, which are a reality in Vail and Eagle County. A recent example is the Red Sandstone mission in November 2019 when Vail Fire and VMRG worked closely together to rescue a stranded woman off a steep, snow-covered cliff face. Other examples in East Vail include a semi-truck over a steep edge off I-70. VMRG will also open this training to interested Vail Fire employees.

STAFF RECOMMENDATION: Staff recommends funding of $9,373 (a 3% increase from prior year funding) for Rigging for Rescue training for VMRG members and Vail Fire employees. The town considers this organization part of emergency response in our area.

I. Vail Religious Foundation

CASH REQUEST: $1,000,000 a 100% or $500,000 increase over prior year.

BACKGROUND INFORMATION**:** The Vail Religious Foundation supports and enriches the spiritual life of the Vail community as a center for faith and worship, education, emergency services, support groups and the arts. The Foundation has six congregations under one roof at the Vail Interfaith Chapel. The Vail Religious Foundation is requesting $1,000,000 for their 50th Anniversary Capital Campaign, a $9.3 million campaign that seeks funding for much needed immediate fixes and construction costs for their almost 52-year-old Chapel. The scope of the project includes a roof replacement, parking lot/snowmelt replacement, updates to the chapel entry, replacement of HVAC and electrical system, ADA updates, window replacements, elevator replacement, interior chapel renovations, improvements to outdoor spaces, and security and IT system improvements.
The total cost of the capital renovations portion of the campaign totals $6.3M of which the town committed $500K during 2022. To date, the Vail Religious Foundation has collected $4.4M towards the capital renovations.

STAFF RECOMMENDATION: Staff defers the funding decision to Council. In 2022, the town agreed to commit $500K to this project, with $250K upfront and the remainder to be paid as a "last in" contribution. The combined request of $1.5M is 23.8% of the total cost of the capital renovations. Staff recommends that any additional funding be "last in" to encourage additional fundraising. This request is not currently included in the 2023 budget proposal. Should Council fund this contribution, funding will come from General Fund reserves. During the 1st Draft presentation Council requested to reevaluate this request after the first quarter.

J. Eagle County ECO Trails

CASH REQUEST: $200,000

BACKGROUND INFORMATION: ECO Trails is requesting a $200,000 contribution to help complete the Eagle Valley Trail (EVT). Connecting with paved trails throughout Summit, Garfield, and Pitkin Counties, the completed 63-mile EVT will help provide over 140 miles total of off-highway riding in the region. The EVT, combined with the ECO Transit bus system provides vital connections between communities. This provides additional transportation options and enhances existing services. The paved multi-use trail provides opportunities to commute by foot, bicycle, and other non-motorized and active modes of transportation in a safe location separated from the roadway. This project is funded primarily by Eagle County ($22M or 58%) through a certificate of participation lease with the State of Colorado. This annual lease ($1.36M) is repaid via ECO transit tax ($750,000 per year) and a mix of the new Trails Impact Fee for new development and reserve funds. They are requesting an additional $2.5M in contributions from municipalities and metro districts connected by the trail to complete the missing sections of the trail. The total cost of the remaining portions is $24.0M. No new sections of the trail are located within the Town of Vail.

The Town of Vail maintains annual maintenance and reconstruction of the trail within Town of Vail and intermountain. The town has spent $413.6K on specific Gore Valley Trail projects since 2017.

STAFF RECOMMENDATION: Staff defers the funding decision to Council. Should Council decide to fund this contribution, funding will come from General Fund reserves. During the 1st Draft presentation of the budget, Council voted to funds this request at $100,000 to be used specifically towards the Minturn Spur section of the trail.

IN-KIND REQUESTS

This category includes ice time at Dobson Arena, use of Donovan Pavilion/Grand View, parking passes/coupons and public works and police department services.

K. Round Up River Ranch

INKIND REQUEST: 100 day parking passes, down 25 passes from last year.

BACKGROUND INFORMATION**:** Round Up River Ranch is requesting 100 parking day vouchers to use for 2023 Superhero Ski Day fundraiser. Superhero Ski Day is a way for the community and tourists to come together and celebrate the superheroes in our lives. It is a way for our community to connect, raise money for an incredible cause, helping bring children with serious illnesses to Roundup River Ranch to experience joy during the most challenging times in their lives. The goal for 2023 is to have 350 registered participants. There are no other government grant contributions.

STAFF RECOMMENDATION: Staff recommends in-kind funding of 100 parking vouchers valued at $4,000.

L. Small Champions, Inc.

INKIND REQUEST: 65 parking vouchers to use on eight off peak Sundays during 2022-2023 ski season and use of the Welcome Center as a drop off and pick-up location on those eight Sundays. (valued at $2,600).

BACKGROUND INFORMATION**:** Small Champions is requesting an in-kind contribution to support their ski days for special needs children this winter.

STAFF RECOMMENDATION: Staff recommends in-kind funding of 65 parking vouchers to be used on winter Sundays, valued at $2,600. Staff also recommends the use of the Welcome Center as a drop-off and pick-up location for those Sundays.

M. Vail Mountaineer Hockey Club

BACKGROUND INFORMATION**:** The Vail Mountaineer Hockey Club is requesting in-kind funding for 14 days at Dobson ice arena valued at $39,900. This includes 12 days for the Sportsmanship Tournament and 2 days for the Avalanche Alumni Weekend.

STAFF RECOMMENDATION: Staff recommends in-kind funding consistent with 2022 by providing 14 days of ice time valued at $39,900, subject to approval and coordination with the Vail Recreation District for the ice time. However, the Hockey Assn. will be responsible for hard costs for use of the Dobson Arena such as set-up, tear-down, cleaning and utilities.

N. Ski & Snowboard Club of Vail

BACKGROUND INFORMATION**:** The Ski & Snowboard Club of Vail has requested in-kind funding (valued at $11,400) for 4 days use of Dobson arena for their annual Vail Ski Swap.

STAFF RECOMMENDATION: Staff recommends funding the in-kind request consistent with 2022

by providing four days (out of four requested) with appropriate approval and coordination with the Vail Recreation District. The Ski & Snowboard Club will be responsible for hard costs for use of the Dobson Arena such as set-up, tear-down, cleaning and utilities.

O. Skating Club of Vail

BACKGROUND INFORMATION**:** The Skating Club of Vail has requested in-kind funding of 10 days use of Dobson valued at $28,500.

STAFF RECOMMENDATION: Staff recommends in-kind funding consistent with 2022 by providing 10 days of ice time (out of 10 requested) valued at $28,500 subject to approval and coordination with the Vail Recreation District. The Skating Club will be responsible for hard costs for use of the Dobson Arena such as set-up, tear-down, cleaning and utilities. However, if there are enough available days remaining prior to this event, staff recommends providing the full amount of days

P. Special Olympics

BACKGROUND INFORMATION**:** The Special Olympics is requesting an in-kind contribution of 56 parking vouchers valued at $2,240 to be used on each Sunday of training during the 2022-2023 ski season.

STAFF RECOMMENDATION: Staff recommends in-kind funding consistent with 2022 by providing 56 parking vouchers for Lionshead structure only, with one-time entry/exit coupons valued at $2,240.

Q. Foresight Ski Guides

BACKGROUND INFORMATION**:** Foresight Ski Guides is requesting two employee plus parking passes (valued at $3,700) for the 2022 - 2023 ski season. Foresight provides parking to volunteer guides, half of which drive from Denver who need to be parked and ready to meet their visually impaired participants by 8:30am. Local guides usually take public transportation and/or carpool. Foresight provides challenging recreation opportunities to visually impaired participants (adults and children) and guides.

STAFF RECOMMENDATION: Staff recommends providing two employee plus passes as was approved in the past several years valued at $3,700.

R. SOS Outreach

BACKGROUND INFORMATION**:** SOS Outreach is requesting 25 parking vouchers (valued at $1,000) for the 2022 - 2023 ski season to be used by program coordinators hauling gear to and from the mountain for the winter skiing and snowboarding programs for underserved youth.

STAFF RECOMMENDATION: Staff recommends providing 25 parking vouchers for the 2022/23 ski season to be used by program coordinators, consistent with 2022.

CAPITAL

TOWN OF VAIL PROPOSED FIVE YEAR BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND

			Included in Project Narratives					
			New Project					
			Increase in Cost/Expanded Programs					
			Placeholder					
			Changes since Draft					
		2022 Amended	**2023**	**2024**	**2025**	**2026**	**2027**	
	Total Sales Tax Revenue:	$ 39,950,000	$ 34,000,000	$ 35,020,000	$ 36,265,700	$ 37,716,000	$ 39,225,000	2022: Adjusted for 2022 YTD through April, May through November flat with 2021 Actuals; December down 5%; 2023: down 15%; 2024/2025: 3% Increase, 2026/2027: 4% increase
	Sales Tax Split between General Fund & Capital Fund	**62/38**	**62/38**	**62/38**	**62/38**	**62/38**	**62/38**	
	Sales Tax - Capital Projects Fund	$ 15,179,000	$ 12,920,000	$ 13,307,600	$ 13,780,966	$ 14,331,956	$ 14,905,882	Sales tax split 62/38
	Use Tax	2,800,000	2,000,000	2,040,500	2,081,810	2,123,946	2,166,925	2022: Based on 5-year average with Park Meadows Project
	Construction Fees	1,500,000	-	-	-	-	-	2022:$1.5M traffic impact fee for Frontage Rd project
	Franchise Fee	204,000	1,000,000	205,000	209,100	213,282	217,548	1% Holy Cross Franchise Fee approved in 2019; 2022-2026 based on 2% annual increase; 2023: includes Holy Cross 5-year advancement towards underground utility project
	Federal Grant Revenue	1,650,000	-	-	-	-	-	2022: $1.65M Allocation from Hickenlooper/Bennet federal grant award for two additional electric buses
	Other State Revenue	2,364,149	250,000	750,000	-	-	-	2022: $2.1M CDOT grant for four electric buses; $255.7K CDOT grant for four electric bus chargers; $6K ARP library grant for additional book drop; $36K grant for electric car charging infrastructure; **2023: MMOF Grant towards bollard projects ($250K**); 2024: MMOF grant towards Mobility Hub Design ($750K)
	Lease Revenue	164,067	164,067	172,270	172,270	172,270	172,270	Per Vail Commons commercial (incr. every 5 years); adjusted to remove residential lease revenue ($38K)
	Employee Rental Housing Sales	295,000	-	-	-	-	-	Sale of Vail Heights #7 (purchased in 2015)
	Project Reimbursement	366,000		-	-	-	-	2022: $15K reimbursement from Vail Health for new bus stop included in Frontage Rd project, and $351K ERWSD reimbursement for Frontage Rd. project
	Timber Ridge Loan repayment	463,043	462,999	462,955	462,909	462,864	462,817	2022: Payoff of TR Loan (originally budgeted to be paid off in 2028)
	Earnings on Investments and Other	112,865	67,348	72,357	41,514	59,336	47,563	2022: 0.4% returns assumed on available fund balance
	Total Revenue	**25,098,124**	**16,864,414**	**17,010,683**	**16,748,569**	**17,363,655**	**17,973,005**	
	Facilities							
	Facilities Capital Maintenance	495,500	615,000	469,500	265,000	360,000	370,800	2022: Fire Station interior paint ($35K), Fire Stations Radiant tube replacement ($25K); Library Skylight maintenance ($150K), Library book drop-off at Safeway ($6K) (Reimbursement above), PW roof repairs ($50K), Phase 3 of transit center skylight replacement ($50K); **2023: Fire Station II exhaust extraction system ($75K), Fire Station III Stucco patching/painting ($40K); library air handling replacement ($125), Bus barn gradient tube replacement ($50K)**; 2024: PW 30% roof replacement ($75K), Buzzard Park repairs ($75K), Buzzard Park roof repairs ($50K), transit office windows and doors ($25K), PW overhead garage door ($50K), PW carpet replacement ($50K); 2025: Fire Station II Overhead garage doors ($25K), Library Boiler Replacement ($25K); 2026: Lionshead Transit Center Repairs ($50K), Buzzard Park washer/dryer replacement ($15K); Transit Office carpet replacement ($15K)
	Municipal Complex Maintenance	1,549,407	205,000	260,000	267,800	275,834	284,109	2022: Municipal and Comm Dev Building Remodel; Replace HR heat system ($100K); PD locker room and restroom repairs ($50K), Comm Dev window replacement ($100K), Comm Dev interior wall and ceiling maintenance ($30K); **2023: Comm Dev boiler replacement ($100K), Comm Dev air handler replacement ($75K);** 2024: PD roof replacement ($150K), PD boiler tube repairs ($50K); 3% annual increase 2025-2035
	Building Energy Enhancement Projects	-	25,000	25,000	25,000	25,000	25,000	
	Public Works Building Maintenance	300,000	80,000	-	-	100,000	-	2022: $300K to replace two HVAC units at Public Works; 2**023: Window Replacement ($80K); 2026: Roof Replacement ($100K)**
	Welcome Center/Grandview Capital Maintenance	125,000	25,000	50,000	25,000	25,750	26,523	2022: $100K Furniture replacement in Vail Village Welcome Center; 2024: furniture upgrades ($50K); 3% annual increase 2025-2026
	Wlecome Center display upgrades	-	13,000	-	-	-	-	
	Employee Rental Units	11,088,649	2,500,000	2,000,000	2,000,000	1,500,000	1,500,000	2022 Employee Rental Units purchases to Capital Fund; 2023-2027 Placeholder for TOV Employee Rentals
	Employee Rental Capital Maint	25,000	250,000	150,000	150,000	75,000	75,000	2022 Capital Main budget for town owned rental units to Capital Fund
	Snowmelt Boilers Replacement	1,367,129	500,000	-	-	-	-	2022: $1.4M accumulated funds for the replacement of TRC 8 electric boilers (2 per year); **2023: TRC electric boiler replacements (2)**
	Arabelle Snowmelt Boilers	-	190,000	-	-	-	-	2023: Placeholder for boiler replacement; Shared expense with Arrabelle (VR) for streetscape heat
	Donovan Pavilion Remodel	5,000	-	50,000	-	25,000	-	2022:Final Donovan Pavilion upgrades; 2024/2026: Maint placeholders

TOWN OF VAIL PROPOSED FIVE YEAR BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND

			Included in Project Narratives				
			New Project				
			Increase in Cost/Expanded Programs				
			Placeholder				
			Changes since Draft				
		2022 Amended	**2023**	**2024**	**2025**	**2026**	**2027**	
	Vail Mobility Hub Expansion	-	-	1,500,000	-	2,000,000	-	2024: Design for Vail Mobility Hub (VTRC) Expansion ($750,000 MMOF match grant); 2026: Placeholder for future grant match to construction expansion
	Fire Sprinkler Upgrades at Bus Barn	-	100,000	500,000	-	-	-	**2023-2024: Update Fire Sprinkler system in bus barn to accommodate needs of expanded electric bus fleet; 2023 includes $100K for design with $500K in 2024 for installation**
	Public Works Shops Expansion	1,827,316	-	-	-	-	-	Expansion and remodel of the Public Works shop complex as outlined in an updated public works master plan (previously completed in 1994) financed by leaseback
	Total Facilities	16,783,001	4,503,000	5,004,500	2,732,800	4,386,584	2,281,432	
	Parking							
	Parking Structures	1,161,429	940,000	1,040,000	1,287,000	1,177,500	1,212,825	2022-2026: Various repairs including deck topping replacement, expansion joint repairs, ventilation, HVAC, plumbing and other structural repairs
	Oversized Parking Area	2,100,000	-	-	-	-	-	2022: $100K for Design and survey costs for new oversized parking area; $2.0M placeholder for Construction of surface parking lot
	Parking Entry System / Equipment	1,510,410	-	-	-	-	-	2022: $1.2M for a new parking system; $312K for 5 year up front cost of subscription software
	Red Sandstone Parking Structure (VRA)	23,855	-	70,000	-	50,000	-	2022: $23.8K to build fence at parking structure; 2024: $70K structure resealing, 2026: $50K Concrete patch replacement
	Lionshead Parking Structure Landscape Renovations (VRA)	30,291	-	-	-	-	-	2022: complete landscaping at the Lionshead parking structure ($30.3K); resealing and concrete replacement
	Total Parking	4,825,985	940,000	1,110,000	1,287,000	1,227,500	1,212,825	
	Transportation							
	Bus Shelters	30,000	230,000	230,000	230,000	30,000	30,000	Bus shelter annual maintenance; 2020 includes Lionshead transit center Westbound Bus shelter; **2023/2024 Includes 10 new bus shelters in Vail at 10 busiest locations (5/year)**
	Replace Buses	7,650,000	-	2,200,000	-	-	-	2022: $1.65M for 2 electric buses funded with Hickenlooper Federal grant dollars; Move forward $6M from 2023 budget to purchase 6 electric buses; 2024: $2.2M for 2 electric buses
	Bus Was Equipment	-	300,000	-	-	-	-	**2023: Replace Bus Wash System with simpler more reliable drive through brush system. Current system is six years old is consistently breaking down**
	Bus Sign Replacement	-	165,270	-	-	-	-	**2023: Replacement of 15 intown electric bus signage with Sunrise 2-line CDP. The current Daktronics signs are 9 years old and at the end of their useful life. The Sunrise signs give transit the ability to display real time bus arrival information, as well as post messages about route impacts and service changes riders may experience.**
	Traffic Impact Fee and Transportation Master Plan Updates	381,785	-	-	-	-	-	2022: $75k for big data analysis and public outreach on Transp. Master Plan update project. $300K to update Vail transportation master plan pending the outcome of the West Vail Master Plan
	Hybrid Bus Battery Replacement	165,000	-	-	-	360,000	-	2022: Scheduled replacement placeholder; Estimated life of 6 years; While batteries are passed their lifecycle replacement has not been needed as of yet; 2026: Scheduled replacement placeholder; Estimated life of 6 years; While batteries are passed their lifecycle replacement has not been needed as of yet;
	Bus Camera System	-	-	-	-	290,000	-	Replace current fleet with 33 buses with updated camera surveillance system. In 2026 the camera system will be 11 years old and reaching end of life
	Electric bus chargers and electrical service rebuild	432,675	-	400,000	-	-	-	2022: Supplement $30K to include W Vail Fire Station charging station and 5 year subscription. Re-appropriate $147K for electric bus infrastructure; $255K additional funding from CDOT grant; 2021:$1.3M to continue to construct electric bus charging station and electrical service infrastructure at Lionshead and Vail Village Transit centers; $1.1M in grant revenue will offset cost of this project; 2024: $400K New charging station placeholders for additional electric buses added to fleet
	Total Transportation	8,659,460	695,270	2,830,000	230,000	680,000	30,000	
	Road and Bridges							
	Capital Street Maintenance	1,380,000	1,350,000	1,475,000	1,330,000	1,460,000	1,503,800	On-going maintenance to roads and bridges including asphalt overlays, patching and repairs; culverts; **2022/2023 includes asphalt and mill overlay ($575K);** 2024 includes surface seal ($190K); asphalt mill overlay ($565K);
	Street Light Improvements	294,369	75,000	75,000	75,000	80,000	80,000	Town-wide street light replacement ($75K annual)
	Slifer Plaza/ Fountain/Storm Sewer	71,417	-	-	-	-	-	2022: $71.4K for water quality vault ongoing repairs

TOWN OF VAIL PROPOSED FIVE YEAR BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND

			Included in Project Narratives					
			New Project					
			Increase in Cost/Expanded Programs					
			Placeholder					
			Changes since Draft					
		2022 Amended	**2023**	**2024**	**2025**	**2026**	**2027**	
	Vail Health / TOV Frontage Road improvements	3,387,820	-	-	-	-	-	2022: $3.4M to complete VH plans for expansion; Improvements span from LH Parking structure to Municipal building (Total cost $7.5M) funded by VRA in 2021, Traffic impact fee ($1.5M)
	South Frontage Rd Lionshead Medians (VRA)	-	-	-	100,000	6,000,000	-	2025/2026: Improvements to the South Frontage Rd Medians in Liosnhead (VRA reimbursement); 2025- Design
	Neighborhood Bridge Repair	125,000	1,400,000	-	-	500,000	-	2022: $25K from Street Mtce to cover bridge repairs; $100K from 2023 budget to begin design of Bighorn Rd Bridge rails and culvert replacement; **2023: Replace Bighorn Rd bridge rails and culvert headwalls ($500K); Repairs to Nugget Plan bridge rails to meet current safety standards ($450K); Replace Lupine Drive Bridge guardrail to meet current safety standards ($450K);** 2026: Placeholder for future bridge upkeep and repairs
	Seibert Fountain Improvements	27,888	-	-	-	100,000	-	2022: Final payments for Fountain software system and valve upgrades at Seibert Fountain; 2026: Placeholder for pump replacement
	Roundabout Lighting Project	50,000	1,750,000	1,250,000	-	-		2022: $50K to design roundabout lighting project; **2023/24: $2.75M Total and proposes to install new lighting at the West Vail and Vail Town Center roundabouts. Current light poles will be replaced with 30' LED light poles and would incorporate smart transportation equipment such as traffic cameras ($1.75M for Main Vail, $1.25M for West Vail)**
	Neighborhood Drainage Master Plan Update	-	-	-	350,000	-	-	2025: Develop Town Drainage Master Plan to be consistent with new East Vail Drainage Master Plan & updated rainfall intensities
	Neighborhood Road Reconstruction	1,463,175	300,000	-	-	-	1,000,000	2022: $1.5M for East Vail road Major Drainage Improvements construction; 2023 includes additional $300K for increased construction costs; 2027: Placeholder for Road Maint
	Vail Village Streetscape/Snowmelt Replacement	1,250,000	250,000	1,500,000	1,250,000	-	-	Replacement of 18 yr. old streetscape and snowmelt infrastructure (piping) in Vail Village; During 2022 the town installed piping to test and will report back to Council at a later date.
	Vail Road Sidewalk Construction	-	-	-	100,000	750,000	-	2025/2026: Sidewalk construction on Vail Rd. between Beaver Dam and Forest Rd.
	East Mill Creek Culvert Replacement	-	-	-	100,000	750,000	-	2025/2026: Replace the metal pipe culvert from Vail Valley drive from Gold Peak to Manor Vail
	Sandstone Creek Culvert Replacement at Vail View	-	-	-	100,000	750,000	-	2025/2026: Replace the metal pipe culvert at Sandstone Creek and Vail View Drive
	Lionshead Streetscape/Snowmelt Replacement (VRA)	-	1,500,000	1,500,000	-	-	-	2023/2024: Replacement of 18 yr. old streetscape and snowmelt infrastructure (piping) in Lionshead (funded by the VRA)
	Total Road and Bridge	8,049,669	6,625,000	5,800,000	3,405,000	10,390,000	3,733,800	
	Technology							
	Town-wide camera system	60,000	30,000	30,000	100,000	30,000	25,000	$30K Annual maintenance; 2025: $100K placeholder for camera system replacements
	Audio-Visual capital maintenance	96,750	110,000	55,000	25,000	55,000	150,000	2022: Reduce audio visual budget for annual operating cost for security camera software support; Re-assessment and update of A/V and videoconferencing solutions town-wide ($132K); '$18K annual maintenance / replacement of audio-visual equipment in town buildings such as Donovan, Municipal building, Grand View, LH Welcome Center; **2023: Update of Grandview/Library/Community room/Donovan A/V systems**
	CyberSecurity	-	150,000	125,000	125,000	125,000	125,000	Annual 'Investment in cybersecurity, to keeps up with the ongoing changes that are required to maintain a safe and secure computing environment (previously budgeted in software licensing); **2023: Includes additional firewall purchase**
	Document Imaging	50,000	-	-	-	-	-	These costs have decreased and Laserfiche costs are being moved to software licensing; Annual Maint of Laserfiche software as well as funds for customer programming. This system supports critical municipal records, and also supports many of the forms the town's citizens use to interact with the town.
	Software Licensing	700,000	725,000	746,750	769,153	792,227	815,994	Annual software licensing and support for town wide systems
	Hardware Purchases	75,000	75,000	75,000	75,000	75,000	75,000	2022-2026: $75K for workstation replacements (20-25 per year)
	Website and e-commerce	70,000	60,000	60,000	60,000	150,000	60,000	2022-2026: Annual website maintenance ($60K); 2022 includes $10K to continue website migration to Granicus; 2026: Placeholder to reevaluate current system and asses the need to upgrade
	Fiber Optics / Cabling Systems in Buildings	625,000	100,000	50,000	50,000	50,000	50,000	2022: $675K to add additional fiber infrastructure to connect critical IT equipment locations including the Village parking structure; the Muni Building; LH Parking Structure; and the West Vail Fire Station 2022-2027: Repair, maintain & upgrade cabling/network Infrastructure $50K
	Network upgrades	55,000	50,000	50,000	100,000	50,000	50,000	Computer network systems - replacement cycle every 3-5 years;

TOWN OF VAIL PROPOSED FIVE YEAR BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND

Included in Project Narratives
New Project
Increase in Cost/Expanded Programs
Placeholder
Changes since Draft

	2022 Amended	2023	2024	2025	2026	2027	
Data Center (Computer Rooms)	155,000	150,000	150,000	150,000	150,000	150,000	2022: Includes $150K for Data Center equipment annual maint agreement (2 year agreement); $30K Maint; 2023-2027: $150K data center maint
Data Center equipment replacement and generator	-	-	1,500,000	-	-	-	2024: Replacement of data center main stacks ($1.5M)
Broadband (THOR)	94,800	110,000	110,000	125,000	125,000	125,000	2022: $94.8K annual broadband expenses, potential future revenue; **2023/2024;$110K annual broadband expenses**
Phone System	-	100,000	-	-	-	-	**2023: Avaya phone system upgrade/replacement**
Business Systems Replacement	55,000	70,000	-	30,000	100,000	30,000	2022: HR Performance mgmt. system ($55K); **2023: Placeholder for Budget Software ($40K)**; 2023/2025/2027: $30K every other year for parking system upgrades; 2026: Placeholder for Business System Replacements
Total Technology	2,036,550	1,730,000	2,951,750	1,609,153	1,702,227	1,655,994	
Public Safety							
Public Safety System / Records Mgmt. System (RMS)	36,000	-	-	-	-	-	
Public Safety IT Equipment	25,000	150,000	25,000	25,000	100,000	25,000	Annual Maint/Replacement of PD IT Equipment including patrol car and fire truck laptops and software used to push information to TOV and other agencies; TOV portion of annual Intergraph software maintenance
Public Safety Equipment	96,128	281,548	101,548	101,548	-	100,000	2022: Police Equipment for patrol cars ($16.8K), $5k increased cost of barriers, Gas masks ($14.5K), Livescan systems ($16.5K); PD truck sign ($13K), 2 additional event barriers ($30.7K); **2023: TOV owned firearms for PD department this will include sidearms, holsters, sighting system and weapon mounted lights for all sworn officers; Replacement of aging vehicle equipment nearing or past useful life includes 3 radar units, 6 mobile radios, 7 dash mounted cameras, 6 fire shelters, 6 AED's, 10 stop sticks**
Fire Safety Equipment	25,000	-	-	45,000	51,000	368,000	2022: Re-appropriate Wildland personnel protection equipment ($25K); $45K knox box system replacement/upgrade; 2026: $16K drone expansion; $35K Extrication Equipment; 2027: $368K Self Contained Breathing Apparatus Replacement
Thermal Imaging Cameras	12,000	-	-	-	15,000	-	For the purchase of 3 cameras (2019,2020,2022) which will allow firefighters to see through areas of smoke, darkness, or heat barriers; 2026: Placeholders for thermal camera replacement ($14K)
Fire Station Alert System	230,000	18,000	-	-	-	-	**2023: $18K for additional forcible entry training prop reducing need for East Vail crew to travel to West Vail for this type of training**; 2022: Fire Station Alerting System to improve response times. This system will work with the Dispatch system and the timing is being coordinated with Eagle River Fire. Deferred $198K from 2020
Radio Equipment replacement/expansion	-	-	720,000	300,000	-	-	Replacements of radios for fire (approximately 10-15 Years old)
Fire Truck Replacement	2,746,300	540,000	-	-	-	1,030,000	**2023: Type III Truck (heavy wildland engine)**; 2022: Move $166.3K from 2023 to order Type 6 Brush truck to be delivered in 2023; $540K for replacement of Engine I purchased in 2011 (Truck was ordered in 2022 but unable to be delivered); Replacement of Ladder truck (aerial apparatus) purchased in 2000 ($1.7M); 2027: E3 Regular Fire Engine Replacement
Total Public Safety	3,170,428	989,548	846,548	471,548	166,000	1,523,000	
Community and Guest Service							
Timber Ridge Redevelopment	50,000	-	-	-	-	-	2022: $50K for TR feasibility study
Children's Garden of Learning Temporary Facility Relocation	325,545	-	-	-	-	-	2022: $70K increase budget for final clean-up and east side improvements of lot. Re-appropriate $255K for final costs
Energy Enhancements	97,294	40,000	52,500	110,000	138,000	264,000	2022: $61.3K for Electric car charges and infrastructure at various town locations; $36K new grant for electric infrastructure; **2023-2027: Installation of EV stations to meet increased demand. There is potential for grants to offset the initial capital cost of the equipment and installation**
Loading and Delivery Capital	-	200,000	-	-	-	-	**2023:Placeholder to purchase of electric vehicles and refrigerators (a portion will be offset by MMOF grant funding)**
Pedestrian Safety Enhancements	25,000	350,000	-	200,000	2,000,000	-	$25K for planning and design for lighting replacement project; **2023: Construction of RRFB Pedestrian Crossing at Safeway**; 2025/2026 Pedestrian Improvements through Main Vail Underpass
Bollard Installation Project	-	650,000	650,000	650,000	-	-	I**nstallation of retractable and standard bollards throughout the Vail & Lionshead Villages and Ford Park ($250K MMOF Grant in 2023**; possible additional grant opportunities in 2024/2025)

TOWN OF VAIL PROPOSED FIVE YEAR BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND

			Included in Project Narratives				
			New Project				
			Increase in Cost/Expanded Programs				
			Placeholder				
			Changes since Draft				
		2022 Amended	**2023**	**2024**	**2025**	**2026**	**2027**	
	Civic Area Redevelopment	100,000	1,000,000	-	-	-	-	2022: $100K to explore outcomes of the Civic Center Master Plan such as feasibility studies / design (includes $50K for Dobson structural engineering study and $50K for preliminary Lot 10 park design); $1.0M placeholder for Civic Center projects (VRA reimbursement below)
	Underground Utility improvements	15,459	2,500,000	-	-	-	-	2022:$15.5K to finalize Big Horn underground utility project; **2023: Underground HCE from Main Vail to East Vail in conjunction with fiber conduit**
	Guest Services Enhancements/Wayfinding	24,307	750,000	-	-	800,000	1,200,000	2022: Begin design process for new wayfinding signage budgeted in 2024 ($24.3K); **2023: Updated Parking and Transit signage**; 2026: VMS Replacements; 2027: Updated Wayfinding Signage Program
	Electric Vehicle Pilot Program	-	120,000	-	-	-	-	**2023: Purchase Ford F150 Lightning and Sedan Tesla Model 3 to support Council's goal of an electric vehicle fleet. These vehicles would be rotated into for departments to test capabilities and range.**
	Vehicle Expansion	494,500	342,000	133,000	-	-	-	2022: 5 (of 12) vehicles for PD take-home program, detective take-home vehicle; fire inspector vehicle, wildland crew vehicle; **2023: 5 PD take-home vehicles ($342); Parking Department Nissan Leaf ($33K)**; 2024: 2 PD take-home vehicles (final stage of program implementation)
	Total Community and Guest Service	1,132,105	5,952,000	835,500	960,000	2,938,000	1,484,000	
	Total Expenditures	**44,657,198**	**21,434,818**	**19,378,298**	**10,695,501**	**21,490,311**	**11,941,050**	
	Other Financing Sources (Uses)							
	Debt Service Payment	(1,155,712)	(1,154,784)	(1,158,592)	(1,157,048)	(1,155,240)	(1,153,620)	Debt Payment for PW Shops
	Transfer from Vail Reinvestment Authority	2,302,146	2,550,000	1,620,000	150,000	6,100,000	50,000	2022: $70K for CGL boulder wall; $30.3K LH parking structure landscaping; $1.5M reimbursement for Frontage Rd roundabout; $256K to complete new CGL building; $23K for Red Sandstone parking structure safety fence; $350K LH electric snowmelt boiler; $50K LH parking capital maint; 2023-2024: Lionshead streetscape/snowmelt replacement; 2025/2026: Improvements to S. Frontage Rd Medians
	Transfer to Residences at Main Vail	(6,144,204)	(825,000)	-	-	-	-	Transfer to Residences at Main Vail Fund to phase one expenditures
	Transfer to Housing Fund	(8,032,704)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	2022: Transfer to Housing Fund; 2.5M per year; 2022-2026: $2.5M Transfer to Housing Fund
	Transfer from General Fund	20,000	-	-	-	-	-	Transfer from Police Seizure Funds to cover K-9 vehicle ($20K)
	Total Other Financing Sources and Uses	**(13,010,474)**	**(1,929,784)**	**(2,038,592)**	**(3,507,048)**	**2,444,760**	**(3,603,620)**	
	Revenue Over (Under) Expenditures	**(32,569,548)**	**(6,500,188)**	**(4,406,207)**	**2,546,021**	**(1,681,896)**	**(1,175,285)**	
	Beginning Fund Balance	49,406,514	16,836,966	10,336,778	5,930,571	8,476,592	6,794,696	
	Ending Fund Balance	**16,836,966**	**10,336,778**	**5,930,571**	**8,476,592**	**6,794,696**	**5,619,410**	

TOWN OF VAIL PROPOSED FIVE YEAR BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
REAL ESTATE TRANSFER TAX

Included in Project Narratives
New Project
Increase in Cost/Expanded Programs
Placeholder
Project Timing changed from prior 5-year plan

		2022 Amended	2023	2024	2025	2026	2027	
Revenue								
	Real Estate Transfer Tax	$ 7,500,000	$ 7,000,000	$ 7,210,000	$ 7,426,300	$ 7,649,089	$ 7,878,562	2022; Based on 5 year average; 2024-2026: 3% annual increase
	Golf Course Lease	171,700	173,417	175,151	176,903	178,672	180,458	Annual lease payment from Vail Recreation District; annual increase will be based on CPI; New rate effective 2020 with lease signed in 2019; Rent income funds the "Recreation Enhancement Account" below
	Intergovernmental Revenue	410,000	300,000	270,000	30,000	30,000	30,000	2022: $40K from Eagle County for wildfire mitigation; $20K lottery proceeds; $50K reimbursement from VLMD for Welcome Center displays; $300K re-appropriation from ERWSD for Dowd Junction retaining wall; 2023-2026: **$30K lottery proceeds used annual for park projects; $70K Federal Grant for water quality projects; $200K CDPHE Grant for water quality projects**
	Project Reimbursements	101,200	50,000	-	-	-	-	2022: VRD reimbursement for annual Synexis, $90K reimbursement from the VLMD for DSMP Welcome Center displays (see project below); **2023: Nature Conservancy Grant to implement fuels treatment projects**
	Donations	42,433	-	-	-	-	-	2022 1st Supplemental: $10K donation from Doe Browning for Winterfest; $32.4K unused East West donation for Ford Park art space
	Recreation Amenity Fees	10,000	10,000	10,000	10,000	10,000	10,000	$10K annually
	Earnings on Investments and Other	157,460	89,176	106,379	110,336	108,867	104,831	**$2023: $40K use of bag fees for two hard-to-recycle events and one Town Clean Up Day; $30K Bag fee for plastic bag expansion in compliance with state policy**; '2022: $25K use of bag fees for water intern and programming. Corresponding expense below; 2023 0.4% interest rate assumed, 2024-2026: 0.7% interest rate assumed
	Total Revenue	**8,392,793**	**7,622,593**	**7,771,530**	**7,753,538**	**7,976,628**	**8,203,851**	
Expenditures								
	Management Fee to General Fund (5%)	375,000	350,000	360,500	371,315	382,454	393,928	5% of RETT Collections - fee remitted to the General Fund for administration
	Wildland							
	Forest Health Management	590,465	669,272	689,350	710,031	731,332	753,272	Transfer from GF for wages/benefits; Operating budget for Wildland Fire crew; 2022 includes additional 2.3FTE
	Wildfire Mitigation	90,000	20,000	20,000	20,000	20,000	20,000	2022: $25K increase to participate in wildfire camera pilot program and $40K mitigation paid for by Eagle County. Implementation of Fuels Reductions projects and potential geological hazard study to update CWPP; **2022-2027: $20K annually to support wildfire mitigation projects as identified in the 2020 Vail Community Wildfire Protection Plan;**
	NEPA for East Vail Hazardous Fuels Reduction	99,000	50,000	-	-	-	-	**2023: $50K to implement fuels treatment projects reimbursed by a Nature Conservancy grant**; Complete the NEPA analysis for the East Vail Hazardous Fuels Reduction Project. This is a project which council has already voted to support, it consists of hazardous fuels reduction on USFS lands from East Vail to Red Sandstone Road; $49K increase in estimated NEPA costs as approved by Council
	Wildland Fire Shelter	-	-	17,500	-	17,000	-	2024: $17.5K To purchase a wildland shelter safety device; 2026: $17K Placeholder for wildland shelter safety
	Wildland Fire Equipment	-	-	-	-	-	13,000	2026: Fire shelters; 2027: Wildland hose; 2028: VHF radio replacement
	Fire Free Five - Rebate Program	150,000	225,000	200,000	200,000	-	-	**2022-2025: $200K annually for the Fire Free Five Community Assistance Program provides funding to community members for the implementation of defensible space within the first five feet of the building; $25K to create publication to assist homeowners with implementation**
	Fire Free Five - TOV Implementation	200,000	150,000	25,000	25,000	-	-	**2022-2023: Fire Free Five implementation at TOV facilities (Phase 1); Phase I includes five buildings**
	Total Wildland	1,129,465	1,114,272	951,850	955,031	768,332	773,272	
	Parks							
	Annual Park and Landscape Maintenance	2,192,354	2,234,540	2,301,576	2,370,623	2,441,742	2,514,994	Ongoing path, park and open space maintenance, project mgmt.; Town Trail Host volunteer program ($16,000); $5K for propane for winter outdoor heating; 2022: Includes $51.8K Transfer from GF for salaries/benefits
	Village Holiday Lighting Design	185,000	-	-	-	-	-	2022: This includes the costs of a consultant to assist the town in identifying alternative holiday decorations from traditional trees decoration; purchase two pre-lit trees for Vail Village and Lionshead as an alternative to decoration live trees
	Park / Playground Capital Maintenance	210,000	160,000	163,200	163,500	166,500	170,000	2022: $50K to replace playground equipment at 4 parks. $35K sidewalk repair to Ellefson Park sidewalks to coincide with turf project; Annual maintenance items include projects such as playground surface refurbishing, replacing bear-proof trash cans, painting/staining of play structures, picnic shelter additions/repairs, and fence maintenance
	Mayors Park Capital Maintenance	50,000	-	-	-	-	-	2022: $50K Replace flagstone at Mayors Park
	Pepi's Plaza	-	50,000	-	-	-	-	**2023: Placeholder for artist inspired tribute at Children's Fountain**
	Fountain Repairs	-	50,000	-	-	-	-	**2023: Children's Fountain Water Quality**
	Tree Maintenance	75,000	75,000	75,000	75,000	85,000	85,000	On going pest control, tree removal and replacements in stream tract, open space, and park areas
	Street Furniture Replacement	85,000	85,000	85,000	85,000	86,700	86,700	Annual street furniture replacement

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REAL ESTATE TRANSFER TAX

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	2022 Amended	2023	2024	2025	2026	2027	
Village Art Landscape Enhancements	50,000	135,000	-	-	-	-	Landscaping Enhancements of areas identified in Vail Village for potential future sculptural placement; **2023: Landscaping Enhancement of 10th Mtn Statue Site ($75K) and planting bed near Squash Blossom ($25K); Landscaping and excavation for "Male Baseball Player #1" donated scupture on the upper playing fields of Ford Park ($35K).**
Stephens Park Safety Improvements	35,821	-	-	-	-	-	2022: $35.8K for interpretive signage, playground equipment, and landscaping
Ford Park Master Plan	200,799	-	-	-	-		2022: Master Plan Revisions/Updates to address several proposed modifications including the Vail Nature Center, an indoor tennis/pickleball facility, BFAG expansion, conversion of fields to turf
Ford Park- Betty Ford Way Pavers	1,200,000	-	-	-	-		2022: Construction of new concrete unit paver roadway, new steel guardrail, stream walk intersection improvement, and landscaping improvements. This project would be coordinated with BFAG
Ford Park Enhancement: Priority 3 Landscape area	5,946	-	-	-	-	-	2022: $5.9K for landscaping at the Nature Center bridge
Ford Park Lower Bench Turf/Irrigation	-	-	300,000	-	-	-	2024: $300K Replacement of worn turf grass area and inefficient irrigation system
Ford Park Playground Improvements	200,000	50,000	-	-	300,000	-	2022: Safety Improvements to the Ford Park play area including wooden bridge to boulder area, expansion to toddler area, ADA upgrades, and replacement of a safety net ($200K); **2023: Add $50K to 2022 Budget for increased costs**; 2026: Renovation of Western half wooden structure from mid 1980's ($300K)
Ford Park Picnic Shelter	-	-	-	350,000	-	-	2025: Replace Ford Park picnic shelter
Ford Park Lighting Control System	180,000	-	-	-	-		2022: Replacement of Ford Park lighting control system (discontinued by the manufacturer). Current system is over 10 yrs. Old
Sunbird Park Fountain Repairs	3,430	-	-	-	-	-	2022: Re-appropriate $3.4K for final bills
Vail Transit Center Landscape	32,817	-	-	-	-	-	2022: $32.8K for completion of landscaping at Vail transit center
Turf Grass Reduction	199,862	-	-	-	-	-	2022: $199.9K Continuation of turf reduction at Ellefson park, turf replacement at TM residences and Red Sandstone Underpass
Playground Restroom Replacements	-	-	-	-	300,000	-	Replace the three remaining modular restroom buildings at Bighorn Park (2026), Red Sandstone (2028), and Stephens Park (2030)
Kindel Park/Mill Creek	149,862	100,000	-	-	-	-	2022: $150K Improvements to heavily worn stream tract between Hanson Ranch Rd and Pirateship park; **2023: riparian planting and improved pedestrian circulation along Mill Creek corridor**
Donovan Park Improvements	35,000	150,000	-	-	-		2022: Relandscaping on Donovan Park parking lot islands; **2023: Replacement of play area decks and some equipment**
Willow Park Drainage Improvements	-	-	-	125,000	-	-	2025: Improvements to drainage and inefficient irrigation system
Red Sandstone Park Picnic Shelter	-	-	75,000	-	-	-	2024: Modest 12'x12' shelter near volleyball court deferred from 2022-2024
Pirateship Park Improvements	-	-	200,000	-	-	-	2023: Replace wood siding and add climber
Gore Creek Promenade Rehabilitation	370,000	55,000	-	-	-	-	**2022-2023: Planning, design, and rehabilitation of the Gore Creek Promenade caused by excessive guest visitation. Project would include expansion of heated paver walkways, ground-level wood picnic deck, artificial lawn area, landscape enhancements, and a stream walk connection to the Covered Bridge Pocket Park**
Lionshead Skate Park Capital Maint	-	-	-	50,000	-	-	2025: Replacement of Lionshead skate park fencing ($50K) reimbursed by the Vail Reinvestment Authority
Buffehr Creek Park Safety Improvements	-	-	-	-	350,000	-	2026: Replacement 20-yr old "catalog" playground equipment with custom build deferred from 2022 to 2025 ($350K)
Buffehr Creek Park picnic shelter	-	-	-	75,000	-	-	2025: 15'x 25' shelter at existing picnic area deferred from 2022 to 2025 ($75K)
Ellefson Park Safety Improvements	-	-	-	300,000	-	-	2025: Replacement 15-yr old "catalog" playground equipment with custom build ($300K)
Total Parks	5,460,891	3,144,540	3,199,776	3,594,123	3,729,942	2,856,694	
Rec Paths and Trails							
Rec. Path Capital Maint	159,717	165,000	85,000	85,000	86,700	86,700	2022: $74K for amphitheater bridge railings and decking; $85K for annual Capital maintenance of the town's recreation path system
Bike Safety	15,000	10,000	10,000	10,000	10,000		**$10K annual cost for bike safety programs**
Bike Path Signage	35,000	25,000	-	-	-	-	**2022/2023: Bike Path Signage: Enhancement of existing trail signage to improve etiquette, safety and wayfinding**
Pedestrian Bridge Projects	400,000	100,000	-	400,000	-	-	2022-2026: Systematic rehabilitation or replacement of 5 pedestrian bridges. 2022: Donovan Park, Pedestrian Overpass; 2025: ERWSD Bridge
Pedestrian Connectivity Projects	-	-	600,000		600,000		2024: SFR to Dobson, 2026: Donovan to Cascade on SFR
Gore Valley Trail Bridge Replacement (ERWSD)	40,000	-	-	-	-	-	2022: Design and planning for Gore Valley Trail Bridge replacement (ERWSD)
Gore Valley Trail Fence Replacement at Dowd Junction	50,000	-	-	-	-	-	2022: Replace wood fence along Gore Valley Trail in Dowd Junction in conjunction with CDOT wildlife fence project

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	2022 Amended	2023	2024	2025	2026	2027	
Gore Valley Trail Reconstruction	-	-	-	80,000	-	80,000	2025/2027: Placeholders for Gore Valley Trail Maint
Gore/Deluge Lake Trailhead Parking/Restroom	-	-	-	400,000	-	-	2025: Improvements to the Gore Creek/Deluge Lake trailhead to improve parking, safety, traffic flow and addition of a restroom facility
East Vail Interchange Improvements	209,443	-	-	-	-	-	2022: $209K to continue East Vail interchange project
Dowd Junction repairs and improvements	799,155	-	-	-	-	-	2022: Continue Re-stabilization of Dowd Junction retaining wall ($799.2k); Repairs to culverts, drainage, and preventative improvements; project in cooperation with Eagle River Water and Sanitation; offset with reimbursement of $300K reimbursement from ERWSD (See project reimbursement above)
East Vail Interchange Trailhead parking lot expansion	-	-	300,000	-	-	-	2024: Expanded parking lot at East Vail Interchange trailhead
Portalet Enclosures	-	38,000	-	-	-	-	**2023: Design and Construct screening/enclosures on trailhead port-a-lets**
Booth Lake Trailhead Parking Restroom	438,950	-	-	-	-	-	2022: Installation of permanent restroom at Booth Lake trailhead for hikers
Total Rec Paths and Trails	2,147,265	338,000	995,000	975,000	696,700	166,700	
Recreational Facilities							
Golden Peak Pickelball Sound Barriers	-	23,500	-	-	-	-	**2023: Install Acoustic blocking panels on north and west fence sections**
Nature Center Operations	106,187	109,373	112,654	116,033	119,514	121,905	Nature Center operating costs(Contract with Walking Mountains)
Nature Center Capital Maintenance	93,855	-	8,064	26,291	4,990	14,098	2022: $55K placeholder for nature center maint and repairs; Wood siding and trim repairs ($11.4K), open rail fencing replacement ($13.4K); 2024: path and walkway repairs ($8.1K); 2025: signage ($16.6K); regravel access road ($9.8K); 2026: benches and tables; 2027: Slope roofing ($14.1K)
Nature Center Redevelopment	383,522	-	-	-	-	-	2022: $383.5K for further planning and design for a nature center remodel; Nature Center construction is currently unfunded
Library Landscape and reading area	100,000	-	-	-	-	-	2022: Exterior landscaping and site work enhancements for an outdoor reading area
Total Recreational Facilities	683,564	132,873	120,718	142,324	124,504	136,003	
Environmental							
Environmental Sustainability	694,471	707,829	729,064	750,936	773,464	796,668	Annual operating expenditures for Environmental department (4.25 FTEs); includes $40K for Clean up day, professional dues to organizations such as CC4CA, Climate Action Collaborative, etc.; $16k sustainability intern, $16K Waste Education intern; $16K Water Quality Intern; 2022 includes $20.9K transfer from GF for salary/benefits
Recycling and Waste Reduction Programs	275,320	222,000	224,220	226,462	228,727	231,014	2022: Use $15K bag fee collections for waste intern, reusable bags and market compost program. Re-appropriate $20.3K for pilot compost program through April 2022; Actively Green($40K), Ball Cup Program ($30K), Bus Recycling Challenge ($13K), C&D Pilot ($5K), Green Team ($2.5M), Love Vail website ($20K), Recycling hauls($25K), Compost Program Phase 2 ($45K), Farmers Market Zero Hero ($42K); Recycling Education ($17.5K); **2023: Actively Green($40K), Plastic Bag Expasion funded with bag fees ($30K), C&D Pilot ($5K), C&D Residential Phase 3 ($15K); C&D Commercial Phase 2 ($30K); Green Team ($2.5M), Love Vail website ($25K), Recycling hauls($25K), Farmers Market Zero Hero ($42K); Recycling Education ($7.5K)**
Ecosystem Health	538,200	212,500	214,625	216,771	218,939	221,128	2022: $175K placeholder for Dowd Junction wildlife crossing (partnership with CDOT); $14.7K for CO Communities for Climate Action retreat and $27K for partnership with Zinc Media for Sustainable Travel, CC4a ($3K), Biodiversity Study ($150K), Strategic Plan ($10K), SD Contract ($18K), Trees for Vail ($5K), USFS Front Ranger Program ($33K), Wildlife Habitat Improvements ($102.5K); **2023: $15K for Vail to host CO Communities for Climate Action retreat; Strategic Plan Completion ($10K), SD Contract ($25K), Trees for Vail ($7.5K), USFS Front Ranger Program ($55K)**; **Wildlife Habitat Improvements ($100K)**
Energy & Transportation	89,049	58,500	59,085	59,676	60,273	60,875	2022-2024 Annual expenditures: Energy Smart Partnership contract ($40K), Solar Feasibility Study ($25K), EV Planning and analysis ($8K), Sole Power ($7.5K); 2022: Energy Smarts ($40K), Sole Power ($7.5K), Energy Outreach Programs ($7.5K); 2023: Energy Smarts ($40K), Sole Power ($7.5K), Energy Outreach Programs ($10.0K); EV Share Event ($1K)
E-Bike Programs	193,000	243,000	255,000	267,000	279,000	291,000	Town of Vail E-bike share program ($175K); E-Bike Ownership Model Program ($18K); **2023: E-Bike Share$175K; E-Bike Owenership Program ($18K)**
E-Bike Share Infrastrcuture- Gravel pads and bike racks	-	54,000	-	-	-	-	
Streamtract Education/Mitigation	50,000	50,000	50,000	50,000	50,000	50,000	2022: $50K annual streamtract education programming such as "Lunch with Locals" landscape workshops, City Nature Challenge and storm drain art;
Water Quality Infrastructure	2,016,541	-	-	-	-	-	2022: Re-appropriate for water quality infrastructure; $300K for snow dump cleanout and West Vail drainage grate replacement; 2021: Continue water quality improvement to Gore Creek; Stormwater site specific water and water quality construction projects as part of "Restore the Gore"
Streambank Mitigation	125,000	75,000	100,000	75,000	75,000	50,000	2022-2026 Continuation of Riparian Site specific construction projects for Water Quality Strategic Action Plan ($648.3K) includes 2018 grant awards continued in 2020 for GoCo grant ($39K) and Fishing is Fun grant ($30K)- See carryforward of grant revenue above.

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	2022 Amended	2023	2024	2025	2026	2027	
Private Streambank Mitigation Program	150,000	-	-	-	-		Private streambank mitigation program funding placeholder
Gore Creek Interpretive Signage	225,000	25,000	-	-	-	-	2022: $225K for watershed map and installation at the Gore Creek Promenade
Welcome Center Educational Displays	200,000	-	-	-	150,000	-	Steward Vail educational displays in the Lionshead and Vail Village Welcome Centers; $50K reimbursement from the VLMD; 2026: Placeholder to update Welcome Center displays
Ford Park Amphitheater Solar Panels	100,000	-	-	-	-	-	2022: 50/50 cost share with the VVF for roof solar panels
Total Environmental	4,656,581	1,647,829	1,631,994	1,645,845	1,835,402	1,950,686	
Art							
Public Art - Operating	139,280	165,888	170,865	175,991	181,270	186,708	$2.7K transfer from GF for salary/benefits; Art in Public Places programming and operations
Public Art - General program / art	428,960	60,000	60,000	60,000	60,000	60,000	To purchase sculptures, artwork, art programs and events; remainder is re-appropriated each year to accumulate enough funds. $618K Re-appropriation less $250K AIPP fund used towards Ford Park Art Studio
Public Art - Winterfest	64,746	30,000	30,000	30,000	30,000	30,000	2022: $64.7K for annual Winterfest programming
Seibert Memorial Statue- Maitenance	12,692	-	-	-	-	-	2022: $12.7K for Pete Seibert memorial statue maintenance
Art Space	882,259	-	-	-	-	-	2022: Design phase for Ford Park art space- see corresponding donation from East West above; 2022: $850K Rebuilding of designated Art Space Studio in Ford Park using $250K of existing AIPP funds
Total Art	1,527,937	255,888	260,865	265,991	271,270	276,708	
Community							
Booth Heights Open Space	12,000,000	-	-	-	-	-	2022: Placeholder for the purcahse of Booth Heights Open Space
Council Contribution: Betty Ford Alpine Garden Support	74,649	76,888	76,888	76,142	76,142	76,142	Annual operating support of the Betty Ford Alpine Gardens; annual increase to follow town's general operating annual increase
Council Contribution: Eagle River Watershed Support	42,000	42,000	42,000	42,840	42,840	42,840	Annual support of the Eagle River Watershed Council programs
Council Contribution: Trail Alliance	17,500	17,500	-	-	-	-	Adopt A Trail Council Contribution for trails in or bordering the Town
Council Contribution: Eagle Valley Land Trust	5,000	-	-	-	-	-	Eagle Valley Land Trust Council Contribution
Total Contributions	12,139,149	136,388	118,888	118,982	118,982	118,982	
VRD-Managed Facilities & Maintenance							
Recreation Enhancement Account	883,365	173,417	175,151	176,903	178,672	180,458	Annual rent paid by Vail Recreation District; to be re-invested in asset maintenance
Recreation Facility Maintenance	22,000	22,000	22,000	22,000	22,000	22,000	2022: Annual $22K for general RETT facility maintenance; $11.2K Synexis Maint
Synthetic Turf Replacement	-	472,000	-	-	-	-	**2023: Replacement of Ford Park Synthetic Turf Infield originally installed in 2012 and past it's useful life of 7 years.**
Golf Clubhouse	79,496	31,295	12,751	94,806	56,282	-	2022: Exterior paint & stain ($24K), Sewage and roof forensic study ($8K), placeholder for repairs and maint as result of the study ($47.5K); **2023: Concrete walkways ($12.4K), Drain pains/curb gutters ($18.9K)**; 2024: roofing/heattape repairs ($12.8K); 2025: circulation pumps ($83.3K); clubhouse signage ($8.5K); 2026: Stucco/stone ($32.7K), wood trim ($23.5K)
Athletic Field Restroom/Storage Building	1,000,000	-	-	-	-	-	2022: Placeholder for the replacement of existing restroom/concession with new 2000 sq. ft. restroom/storage building
Golf Course - Other	369,751	236,874	2,484	-	208,388	98,490	2022: VRD Shared cost for 1st hole Timber Path planking ($38.0K), asphalt repairs ($3.3K);$216K for golf course green project; $153.8K Re-appropriate golf course maintenance scheduled in 2020 but not completed; course streambank restoration ($73.8K), maintenance building, HVAC unit ($17.7K), maintenance building heater ($8.9K), Maint. Building furnace ($9.8k); **2023: $216K golf course greens; Maint building stucco ($17.4K)**; 2026: maint building streambank restoration ($205K) exterior doors ($3.1K); 2027: Split costs: 1st hole path planking ($46.6K); 1st hole bridge planking and stone vaneer ($32K); 2nd hole bridge planking ($8.6K), 11th hole ped bridges ($11.3K)
Dobson Ice Arena	614,756	41,085	16,127	92,105	85,260	90,755	2022:Re-appropriate $110.7K for paver and roof repairs; Changing Rooms ($78.8K), windows replacement ($74.3K), heat pumps ($6.3K), rebuild of electrical system ($144.2K), boiler room upgrades ($55K), steel gate ($14.3K), exterior lighting ($22.9K), exterior wood trim ($9.3K); Repairs to exterior doors ($80.0K); 2022: Rockwall Repairs ($12.8K), concrete walkways ($17.7K); **2023: exhaust stack repairs- pushed to 2023 ($2.9K); grading and drainage repairs ($9.3K), brick paver repairs ($16.9K), central air upgrades ($12.5K);** 2024: Wood trim repairs ($10.4), chemical feed system repairs ($5.6K); 2025: Boiler and circulation system ($59.3K), Water filtration issues ($21.2K); Hot water storage tank ($29.5K); 2026: Hot water storage tank ($29.6K), Concrete walkways ($22.2K); HVAC ($33.4k); 2027: Sky lights system ($90.8K);

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	2022 Amended	2023	2024	2025	2026	2027	
Ford Park / Tennis Center Improvements	175,510	-	-	41,581	1,090,053	12,706	2022: Wood Siding ($3.9K); Concession/Restroom siding ($12.9K); Drainage-previously budgeted in 2023 ($13.3K); Exterior Doors-previously budgeted in 2023 ($4.6K); Repair exterior doors ($9.6K); replace furnace, hot water tank, baseboards ($47.8K), replace windows ($24K); Pickleball Feasibility Study ($10K); 2025: Wood siding and windows ($41.6K); 2026 includes a rebuild of tennis courts, retaining walls, and court fencing; 2027: Furnace, hot water tank, baseboards replacement ($12.7K)
Athletic Fields	239,226	-	8,708	76,991	-	19,512	2022: Grading and drainage repairs ($136.9K), paint wood trim ($4.5K), paint wood structure ($6.8K);Coat exterior gypsum board ($3.7K), Repaved parking lot ($8K), Irrigation System ($100K); 2024: Asphalt parking lot repairs ($8.7K); 2025: asphalt parking lot ($77K)
Gymnastics Center	282,789	20,000	-	109,928	-	-	2022: Restroom remodel ($42.6K); Cooling System ($144K); **2023: $20K additional costs for cooling system**; 2025: Furnace ($20.9K), Elevator ($20.9K); waterproof roof ($62.4K); signage and rd. access ($27.1K); concrete stairs and walkways (3.0K)
Total VRD-Managed Facilities & Maintenance	**3,666,893**	**996,671**	**237,222**	**614,314**	**1,640,655**	**423,922**	
Total Expenditures	**31,786,745**	**8,116,461**	**7,876,813**	**8,682,925**	**9,568,242**	**7,096,895**	
Other Financing Sources (Uses)							
Transfer from General Fund	109,546	-	-	-	-	-	Transfer from GF for RETT department salary and benefits
Transfer from Vail Reinvestment Authority	-	-	-	50,000	-	-	$50K reimbursement for replacement of the Lionshead skatepark fencing
Revenue Over (Under) Expenditures	**(23,284,406)**	**(493,868)**	**(105,283)**	**(879,387)**	**(1,591,614)**	**1,106,956**	
Beginning Fund Balance	28,078,476	4,794,070	4,300,203	4,194,920	3,315,533	1,723,919	
Ending Fund Balance	$ 4,794,070	$ 4,300,203	$ 4,194,920	$ 3,315,533	$ 1,723,919	$ 2,830,875	

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SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
HOUSING FUND

	2022 Amended	2022 Forecast	2023	2024	2025	2026	2027
Revenue							
Housing Sales Tax	$ 4,500,000	$ 4,500,000	$ 4,125,000	$ 4,248,750	$ 4,376,213	$ 4,507,499	$ 4,642,724
Transfer in from Capital Projects Fund	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Transfer in from General Fund	-	-	1,200,000	-	-	-	-
Workforce Housing Sales	1,270,000	1,270,000	-	-	-	-	-
Total Revenue	8,270,000	8,270,000	7,825,000	6,748,750	6,876,213	7,007,499	7,142,724
Expenditures							
Housing Programs							
InDeed Program	3,194,334	2,000,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Buy Down Housing	25,609	-	-	-	-	-	-
Future Purchases	4,600,000	-	-	-	-	-	-
Pitkin Creek 12-L unit	976,288	976,288	-	-	-	-	-
Chamonix unit B	634,940	634,940	-	-	-	-	-
Construction Housing Projects							
Timber Ridge Redevelopment Placeholder	-	-	500,000	-	-	-	-
W. Middle Creek Development Placeholder	-	-	500,000	-	-	-	-
Residences at Main Vail Opportunity Fee	2,000,000	2,000,000	-	-	-	-	-
Land Purchases for future Housing							
East Vail CDOT Parcel	2,000,000	2,775,000	-	-	-	-	
Total Expenditures	13,431,171	8,386,228	3,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Operating Income	**(5,161,171)**	**(116,228)**	**4,325,000**	**4,248,750**	**4,376,213**	**4,507,499**	**4,642,724**
Beginning Fund Balance (Transfer from CPF)	5,352,702	5,352,702	5,236,474	9,561,474	13,810,224	18,186,437	22,693,935
Ending Fund Balance	**$ 191,531**	**$ 5,236,474**	**$ 9,561,474**	**$ 13,810,224**	**$ 18,186,437**	**$ 22,693,935**	**$ 27,336,659**

UNFUNDED

Costs are only estimates	Eligible for funding from VRA	RETT	Capital Projects Fund	Description
Housing Programs/ Projects/Partnerships				
West Middle Creek				
Development/Purchase of East Vail CDOT Purchase				
West Vail Master Plan Projects				
Municipal Building Remodel			30,000,000	
Civic Area Plan Implementation				A variety of funding & financing mechanisms are available depending on projects identified
Main Vail Round-about Major Reconstruction			3,600,000	Recent paving and I-70 Underpass project will extend the life of current roundabouts
West Vail Round-about Major Reconstruction			1,000,000	Recent paving and I-70 Underpass project will extend the life of current roundabouts
Road Reconstruction			1,100,000	Major improvements to various Vail roads that are reaching end of life (25-35 years) and possible expansion of cul-de-sacs
Timber Ridge Transit Stop Improvements			2,000,000	Transit Stop Improvements to coincide with Timber Ridge Redevelopment
Booth Falls Turn Lane			1,000,000	Turn Lane added due to increased enrollment at VMS; pending cost share with VMS
Buffher Creek Turn Lane			1,000,000	Turn Lane to Accommodate growing traffic needs
Community Ice Skating				Outdoor community ice at some of Vail parks such as Donovan
PW Housing			6,000,000	Employee housing at Public Works site
Timber Ridge Redevelopment			100,000,000	A variety of funding & financing mechanisms are available depending on projects identified
Future stages of PW Shops Master Plan				
Nature Center		6,000,000		
Permanent Location for the Children's' Garden of Learning			12,000,000	Estimated Cost to for new CGL facility ; projection for illistrative purpose only
Electric Snowmelt Boilers				
Building Energy Efficiencies				
Library Energy Effecieny Project				
LionsHead Parking Structure East Entry Improvements	3,600,000			Does not add spaces, but brings remainder of structure up to standards of new transit center and current codes; enhances guest experience; includes heated stairways on east side- will not be funded until the Civic Area Plan is complete
Gore Valley Trail near the Lionshead gondola		2,300,000		
Outcomes from the Ford Park Master Plan				
Electronic Directories in Villages				Information and wayfinding Kiosks in Lionshead and Vail Village
Electronic car charging stations in parking structures				High powered charging stations in the parking structures - costs and grants being researched
Total	**3,600,000**	**8,300,000**	**157,700,000**	

PROJECT NARRATIVES

CAPITAL PROJECTS FUND
New Bus Shelters
2023

Project: New Bus Shelters

Location: East and West Vail

Budget:

	2023	2024	2025	
Capital Cost	$200,000	$200,000	$200,000	
Maintenance				
Utilities	Yes, Lighting			
Replacement	40+ Years			

Narrative: The purpose of this project is to add new Bus Shelters in East Vail & West Vail at the top ten busiest locations. The project has been split into two, 5 each year.

1) Fire Station WB (11,700 boardings)
2) Main Gore/ Juniper (7,580)
3) Racquet Club Townhomes (6,304)
4) Red Sandstone Rd. (5,807)
5) Spruce Way (5,614)
6) Columbine (5,450)
7) Bighorn Park (5,104)
8) Meadow Dr. (4,714)
9) Underpass EB (2,630)
10) Main Gore/ Bighorn (2,500)

Timeline: 2023,2024,2025

CAPITAL PROJECTS FUND
Nugget Lane Bridge Rehabilitation/Replacement
2023

Project: Nugget Lane Bridge Rehabilitation/Replacement

Location: East Vail, Nugget Lane over Gore Creek

Budget:

	2023			
Capital Cost	$450,000			
Maintenance	No increase			
Utilities	No Increase			
Replacement	50+ Years			

Narrative:

This project was originally a major rehabilitation project including bridge widening. Recently this was discussed with Council to scale it back to a safety maintenance project. The purpose of this project now is to install new bridge rails meeting current safety standards, repair corrosion in the metal decking and repair undermining and erosion at the south abutment.

Timeline: Design began in 2020 with construction likely in 2023.

Image(s):



CAPITAL PROJECTS FUND
Bighorn Road Bridge and Approach Rails
2023

Project: Bighorn Road Bridge and Approach Rails

Location: East Vail, Bighorn Road at the Pitkin Creek and Bighorn Creek Crossings

Budget:

	2023			
Capital Cost	$500,000			
Maintenance	No increase			
Utilities	No Increase			
Replacement	50+ Years			

Narrative: The purpose of this project is to replace the existing damaged guardrail approaches/departures and bridge rails on the culvert headwalls meeting current design and safety standards.

Timeline: Design began in 2019 with construction likely in 2023. Project was advertised for construction in 2020, was not awarded due to Covid, deferred to future date.

CAPITAL PROJECTS FUND
Lupine Drive Bridge and Approach Rails
2023

Project: Lupine Drive Bridge and Approach Rails

Location: East Vail, Lupine Drive at Gore Creek Crossing

Budget:

	2023			
Capital Cost	$450,000			
Maintenance	No increase			
Utilities	No Increase			
Replacement	50+ Years			

Narrative: The purpose of this project is to replace the existing damaged guardrail approaches/departures and bridge rails to meet current design and safety standards.

Timeline: Design began in 2021 with construction likely in 2023.

CAPITAL PROJECTS FUND
Holy Cross Energy Overhead/Underground Electrical Conversion
2023

Project: Holy Cross Energy Overhead/Underground Electrical Conversion

Location: Spraddle Creek Rd to Bald Mountain Rd

Budget:

	2023			
Capital Cost	$3.5M			
Maintenance	No Increase			
Utilities	No Increase			
Replacement	50+ Years			

Narrative: The purpose of this project is to relocate the existing overhead electrical line north of I-70 from Spraddle Creek Rd to Bald Mountain Rd to underground. New conduit will be installed north of the I-70 right-of-way from Spraddle Creek Rd to the Public Works Facility, in the S Frontage Rd from Ford Park to Aspen Lane and north of the I-70 Rd adjacent to the Bald Mountain neighborhood.

Timeline: 2023 Construction

CAPITAL PROJECTS FUND
Vail Bollard Installation
2023

Project: Vail Bollard Installation Program

Location: Vail Village/Lionshead Village/Ford Park

Budget:

	2023	2024	2025	
Capital Cost	650,000	650,000	650,000	
Maintenance	5,000			
Utilities	Yes, Electric to Bollards			
Replacement	20+ Years			

Narrative: The purpose of this project is to install a combination of permanent bollards, retractable bollards, and planters to control unauthorized vehicles from entering non-vehicular areas within Vail Village, Lionshead Village, and Ford Park.
The Town received $250,000 of MMOF grant funds (50/50 match) to contribute toward this project in coordination with the E-Vail Courier loading and delivery program.

Timeline: 2023-2025

Image(s):



REAL ESTATE TRANSFER TAX
Shift E-Bike Share Expansion/
E-Bike Ownership Program
2023

Locations: Throughout Town of Vail; New stations in 2023: Glacier Court, Buffehr Creek Bus Stop, Timber Ridge, the Town's municipal building

Budget:

	2023	2024	2025	2026	2027
Capital Cost	$297,000	$255,000	$267,000	$279,000	$291,000
Annual Maintenance Cost	$5,000				
Utilities Cost	$0				
Replacement Year	2030				

Narrative: The Shift Bike regional e-bike share has been very successful in its inaugural year with 6,412 trips taken in the first 3 months of the program. Since the program started, staff has vetted 4 additional station locations requested by Vail residents, including Glacier Court, Buffehr Creek Bus Stop, Timber Ridge, and the municipal building. The cost to implement these additional stations and e-bikes in 2023 will be approximately $50,000, in addition to the annual cost of the current system of $175,000. Staff will apply for grants to help reduce the overall cost of the program. Annual cost increases have been budgeted to increase the current system of 12 stations and 60 bikes in 2022 to 20 stations and 95-100 bikes in 2027.

Infrastructure upgrades have been identified to accommodate some of the existing and new proposed stations. Staff has identified nine locations that would be ideal to upgrade stations to gravel pads and bike racks where possible. These include, Intermountain Pocket Park, Donovan Pavilion, Ellefson Park, Pitkin Creek, Bighorn Park, Lionshead Transit Center and three new stations: Timber Ridge, Buffehr Creek and Glacier Court. The estimated cost is $6,000 per station, totaling $54K for 2023. Beyond 2023, one additional station per year will be budgeted at $6,000 per year.

This project also includes costs for the E-Bikes for Essentials

Town Council Priority (select and describe all applicable):

Community- The Shift Bike e-bike share program improves transportation options while reducing vehicle congestion and parking challenges. It provides the local community with membership options to use an e-bike to commute for short trips around town and

to neighboring communities rather than driving a personal vehicle or taking public transportation.

Environmental- The Shift Bike program allows for increased opportunity to commute via e-bike, reducing vehicle miles traveled and associated greenhouse gas emissions helping Vail work towards its climate goals of reducing emissions. The program also supports the critical need for behavior change from cars to bikes.

Timeline:	April-May	Gravel Pad installations each year
	May	E-Bikes delivered, and program becomes operational each year
	November	E-Bike share goes into hibernation for the winter months
	Ongoing	E-Bike rebates and ownership programs

Photo:



REAL ESTATE TRANSFER TAX
Fire Free Five – Rebate Program
2023

Project: Fire Free Five Rebate Program

Locations: Throughout the Town of Vail

Budget:

	2023	2024	2025	2026	2027
Capital Cost	$225,000	$200,000	$200,000		
Annual Maintenance Cost					
Utilities Cost	NA				
Replacement Year	NA				

Narrative: The purpose of this the continuation of rebates for Vail property owners to implement a 5' non-combustible zone around their commercial or residential properties. Owners may be reimbursed up to 75% of the cost of materials and labor to implement the Fire Free Five. Each property is limited to a single reimbursement up to specified limits based on property type. The property must implement the Fire Free Five fully around the entire building in order to be eligible.

Town Council Priority (select and describe all applicable):
Community Improves safety within our community for guests and residents

Timeline: Ongoing through 2025

Photo:



REAL ESTATE TRANSFER TAX
Fire Free Five – Town of Vail Implementation
2023

Project: Fire Free Five

Locations: Town-owned Buildings

Budget:

	2023	2024	2025	2026	2027
Capital Cost	$150,000	$25,000	$25,000		
Annual Maintenance Cost	$5000				
Utilities Cost	NA				
Replacement Year	NA				

Narrative: The purpose of this project is to implement a 5' non-combustible zone around all Town of Vail-owned buildings. Work on Priority 1 buildings was started in 2022 and will be completed in 2023, along with Priority 2 and 3 buildings. The work will include removal of trees and shrubs within 5', pruning of trees and shrubs encroaching into the 5' zone, placement of non-combustible mulch/rock, perennial areas, and/or irrigated turf. Some buildings such as Donovan Pavilion, Fire Station 2 and the Vail Municipal Building will be planted as Fire Free Five demonstration areas. The budget will also include funding to produce a Fire Free Five publication for the public to assist with the transition towards Fire Resistant Landscapes.

Town Council Priority (select and describe all applicable):
Community Improves safety within our community for guests and residents

Timeline: Ongoing through late fall

Photo: Samples of non-combustible landscapes





REAL ESTATE TRANSFER TAX
Ford Park Synthetic Turf Infield Replacement
2023

Project: Ford Park Synthetic Turf Infield Replacement

Locations: Ford Park Softball Fields

Budget:

	2023	2024	2025	2026	2027
Capital Cost	$472,000				
Annual Maintenance Cost					
Utilities Cost					
Replacement Year	2033				

Narrative: The synthetic turf infields at Ford Park were installed in 2012 with an industry-wide expected life of 7 years. Through a shorter season of play and high-quality maintenance provide by the Vail Recreation District (VRD), the replacement was postponed for an additional 3 years. This project will be managed by the VRD and funded by the Town of Vail. The proposed budget amount is based on a current cost of $428K provided by the installer with an added contingency for unforeseen conditions.

Town Council Priority (select and describe all applicable):
Community

Timeline: Spring 2023

Photo:



CAPITAL PROJECTS FUND
Roundabout Lighting Project
2023

Project: Roundabout Lighting Project

Location: I-70 Exits 173 and 176

Budget:

	2023	2024		
Capital Cost	$1,750,000	$1,250,000		
Maintenance	Additional Lightpoles			
Utilities	No Increase, LED			
Replacement	50+ Years			

Narrative: The purpose of this project is to install new lighting at the West Vail and Vail Town Center roundabouts to improve pedestrian safety. The existing 40' tall light poles will be replaced with 30' poles with new LED lights and additional lights installed at the pedestrian crossing where none exist today. This project also facilitates the installation of smart transportation equipment like traffic cameras.
This project could be completed in one year or split into two phases, Vail Town Center and West Vail.

Timeline: Design began in 2018 with construction in 2023 and 2024

CAPITAL PROJECTS FUND
Bus Wash Replacement Project
2023

Project: Bus Wash Replacement

Locations: Public Works/Bus Barn

Budget:

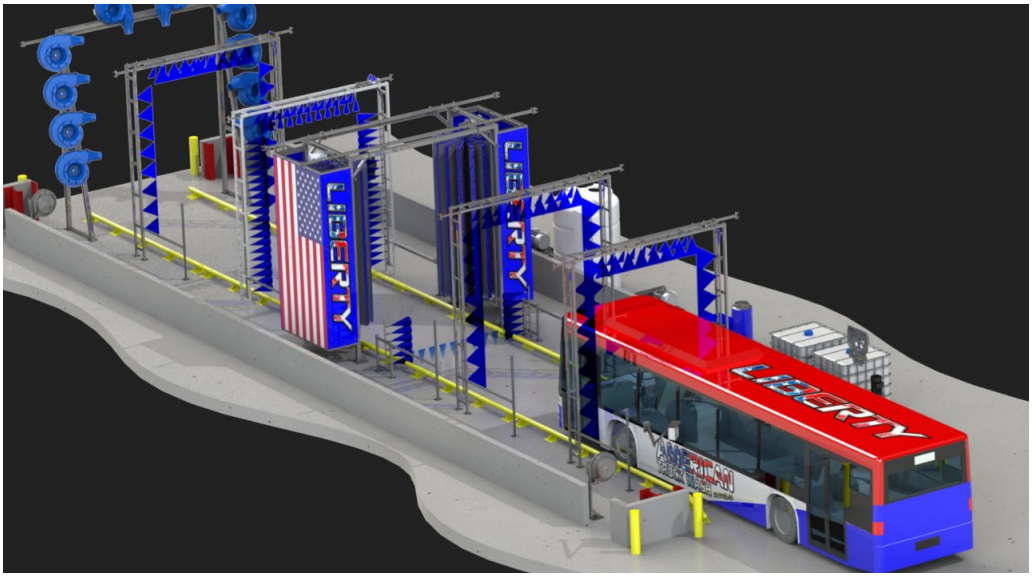
	2023	2024	2025	2026	2027
Capital Cost	$300,000				
Annual Maintenance Cost	$15,000				
Utilities Cost					
Replacement Year	2033				

Narrative: This project is to replace the current bus wash which poses many difficulties with maintenance and operations. The current wash is frequently inoperable despite the Fleet and Facilities teams work to keep it running. We would like to budget to replace our current gantry roll over style wash with a drive through with brushes. The image below shows an example of the drive through style wash. This will have fewer moving parts and should be more reliable.

Town Council Priority (select and describe all applicable):
Community and Experience. Clean buses are safer and make a better impression on our guests.

Timeline: RFP in December 2022 and installation winter of 2023

Photo:



CAPITAL PROJECTS FUND
Fire Sprinkler Upgrades at the Bus Barn
2023

Project: Fire Sprinkler Upgrades at the Bus Barn

Locations: Public Works Shop Complex

Budget:

	2023	2024	2025	2026	2027
Capital Cost	$100,000	$500,000			
Annual Maintenance Cost					
Utilities Cost					
Replacement Year	2024				

Narrative The existing fire sprinkler system in the bus barn is not adequate to suppress a battery fire should it occur in one of the electric busses. Electric vehicles and batteries burn much hotter and longer than gas powered vehicles. Facilities is coordinating with the Fire Marshall to have a new system engineered and installed that would be able to handle such a fire.

This project is budgeted at $100,000 in 2023 for engineering design and $500,00 in 2024 for installation.

Town Council Priority (select and describe all applicable):

Protection: The installation of this new system is imperative to protect the towns investment in electric buses and protection of the towns building

Timeline: 2023 Design Work
2024 Project Installation

OTHER FUNDS

TOWN OF VAIL 2023 PROPOSED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
VAIL MARKETING & SPECIAL EVENTS FUND

	2021 Actual	2022 Budget	2022 Amended	Proposed 2023
Revenue				
Business Licenses	$ 340,488	$ 345,000	$ 345,000	$ 345,000
Transfer in from General Fund	2,000,000	2,490,600	2,425,085	1,500,000
VLMD Contribution	-	-	-	1,200,000
Event Reimbursements/Shared Costs	-	-	152,500	-
Earnings on Investments	239	1,000	1,000	250
Total Revenue	2,340,727	2,836,600	2,923,585	3,045,250
Expenditures				
Commission on Special Events (CSE)				958,178
CSE Funded Events	610,457	759,648	759,648	
CSE Surveys		54,000	54,000	
Education & Enrichment	158,880	154,530	144,530	
Signature Events:				1,151,782
Bravo!	210,355	311,657	311,657	
Vail Jazz Festival	75,000	85,000	85,000	
Vail Valley Foundation - Mountain Games	98,000	140,000	140,000	
Vail Valley Foundation - GRFA	52,500	55,125	55,125	
Vail Valley Foundation - Dance Festival	38,245	60,000	60,000	
Snow Days	300,000	300,000	300,000	
Spring Back to Vail	-	300,000	-	
Town Produced Events:				624,000
Vail Apre Spring Series	-	-	250,000	
Employee Celebration & Concert	-	-	75,000	
Magic of Lights	50,000	50,000	50,000	
Revely Vail	114,735	145,000	145,000	
Vail Holidays Funding	23,435	25,000	25,000	
Vail America Days	33,392	80,000	80,000	
NYE/4th of July Display	16,000	52,015	116,000	
Ambient Event Funding:				
Music in the Villages	300,000	250,000	250,000	250,000
Cultural Heritage:				
Pioneer Weekend	-	-	8,000	-
National Brotherhood of Skiers	-	-	-	125,000
Other Council Funded Events				
Collection Fee - General Fund	17,024	17,250	17,250	17,250
Total Expenditures	2,318,102	2,839,225	2,926,210	3,126,210
Revenue Over (Under) Expenditures	22,625	(2,625)	(2,625)	(80,960)
Beginning Fund Balance	387,124	372,374	409,749	407,124
Ending Fund Balance	$ 409,749	$ 369,749	$ 407,124	$ 326,164

TOWN OF VAIL 2023 PROPOSED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
HEAVY EQUIPMENT FUND

	2021 Actual	2022 Budget	2022 Amended	Proposed 2023 Budget
Revenue				
Town of Vail Interagency Charge	$ 3,317,946	$ 3,897,518	$ 3,897,518	$ 4,224,129
Insurance Reimbursements & Other	20,203	10,000	10,000	25,000
Earnings on Investments	(1,914)	2,000	2,000	810
Equipment Sales and Trade-ins	215,261	126,890	126,890	294,238
Total Revenue	3,555,065	4,036,408	4,036,408	4,544,177
Expenditures				
Salaries & Benefits	1,035,380	1,224,934	1,273,328	1,344,321
Operating, Maintenance & Contracts	1,412,274	1,850,198	2,087,098	2,102,307
Capital Outlay	892,592	1,055,000	1,545,796	1,355,886
Total Expenditures	3,340,246	4,130,132	4,906,222	4,802,514
Revenue Over (Under) Expenditures	214,819	(93,724)	(869,814)	(258,337)
Transfer In from General Fund	-	-	48,394	-
Beginning Fund Balance	2,284,414	2,118,869	2,499,233	1,677,813
Ending Fund Balance	$ 2,499,233	$ 2,025,145	$ 1,677,813	$ 1,419,476

TOWN OF VAIL 2023 PROPOSED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
HEALTH INSURANCE FUND

	2021 Actual	2022 Budget	2022 Forecast	Proposed 2023 Budget
Revenue				
Town of Vail Interagency Charge - Premiums	$ 4,600,000	$ 4,748,921	$ 4,498,978	$ 4,748,921
Employee Contributions	867,788	963,081	842,393	963,081
Insurer Proceeds	33,725	30,000	30,000	30,000
Earnings on Investments	(3,912)	35,000	1,000	15,000
Total Revenue	5,497,600	5,777,002	5,372,371	5,757,002
Expenditures				
Health Insurance Premiums	1,382,167	1,838,004	1,530,820	1,690,000
Claims Paid	3,788,143	4,529,721	4,299,560	4,597,739
Wellness Bonus	51,720	78,000	70,000	78,000
Professional Fees	45,855	58,820	58,820	118,820
Total Expenditures	5,267,884	6,504,545	5,959,200	6,484,559
Revenue Over (Under) Expenditures	229,716	(727,543)	(586,829)	(727,557)
Beginning Fund Balance	4,216,989	4,446,705	4,446,705	3,859,876
Ending Fund Balance	$ 4,446,705	$ 3,719,162	$ 3,859,876	$ 3,132,319

TOWN OF VAIL 2023 PROPOSED BUDGET
SUMMARY OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
DISPATCH SERVICES FUND

	2021 Actual	2022 Budget	2022 Amended	Proposed 2023 Budget
Revenue				
E911 Board Revenue	$ 874,606	$ 956,272	$ 956,272	$ 1,067,535
Interagency Charges	1,224,136	1,298,899	1,298,899	1,444,427
Other County Revenues	284,097	-	10,506	-
Town of Vail Interagency Charge	616,306	652,938	652,938	669,317
Earnings on Investments and Other	(995)	2,000	2,000	658
Total Revenue	3,071,967	2,910,109	2,920,615	3,181,937
Expenditures				
Salaries & Benefits	2,170,279	2,376,337	2,490,335	2,579,635
Operating, Maintenance & Contracts	443,290	555,065	555,065	593,611
Capital Outlay	634,859	20,174	30,680	87,528
Total Expenditures	3,248,429	2,951,576	3,076,080	3,260,774
Revenue Over (Under) Expenditures	**(176,461)**	**(41,467)**	**(155,465)**	**(78,837)**
Transfer In from General Fund	171,945	-	113,998	-
Beginning Fund Balance	1,863,233	1,453,340	1,686,772	1,531,307
Ending Fund Balance	$ 1,686,772	$ 1,411,873	$ 1,531,307	$ 1,452,470

TOWN OF VAIL 2023 PROPOSED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
TIMBER RIDGE FUND

	2021 Actual	2022 Budget	2022 Amended	Proposed 2023 Budget
Revenue				
Rental Income	$ 1,734,323	$ 1,812,841	$ 1,812,841	$ 1,865,753
Other Income	28,752	20,219	20,219	14,724
Total Revenue	1,763,075	1,833,060	1,833,060	1,880,477
Expenditures				
Operating, Maintenance & Contracts	501,148	486,516	486,516	515,617
Capital Outlay	11,216	7,050	7,050	-
Total Expenditures	512,364	493,566	493,566	515,617
Operating Income	1,250,711	1,339,494	1,339,494	1,364,860
Non-operating Revenues (Expenses)				
Interest on Investments	114	480	480	180
Loan Principal Repayment to Capital Projects Fund	(2,283,969)	(389,728)	(389,728)	(392,607)
Interest Payment to Capital Projects Fund	(76,951)	(73,315)	(73,315)	(70,392)
Total Non-operating Revenues (Expenses)	(2,360,806)	(462,563)	(462,563)	(462,819)
Revenue Over (Under) Expenditures	(1,110,095)	876,931	876,931	902,041
Beginning Fund Balance	2,293,309	1,183,214	1,183,214	2,060,145
Ending Fund Balance	$ 1,183,214	$ 2,060,145	$ 2,060,145	$ 2,962,186

TOWN OF VAIL 2023 PROPOSED BUDGET
SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
RESIDENCES AT MAIN VAIL

	2022 Budget	2022 Amended	2023 Proposed
Revenue			
Rental Income	-	-	725,802
Other Income	-	-	48,000
Total Revenue	-	-	773,802
Expenses			
Operating, Maintenance & Contracts	-	-	362,305
Capital Outlay	-	27,463,201	-
Total Expenditures	-	27,463,201	362,305
Revenue Over Expenses	-	(27,463,201)	411,497
Other Financing Sources (Uses)			
Principal Repayment	(315,000)	(315,000)	(415,000)
Interest Expense	(905,578)	(905,578)	(800,388)
Transfer from Capital Projects Fund	-	6,144,204	825,000
Total Other Financing Sources (Uses)	(1,220,578)	4,923,626	(390,388)
Change in Net Position	(1,220,578)	(22,539,575)	21,109
Net Position- Beginning	21,560,619	22,539,575	-
Net Position- Ending	$ 20,340,041	$ -	$ 21,109

ORDINANCE NO. 22
SERIES OF 2022

ANNUAL APPROPRIATION ORDINANCE: ADOPTING A BUDGET AND FINANCIAL PLAN AND MAKING APPROPRIATIONS TO PAY THE COSTS, EXPENSES, AND LIABILITIES OF THE TOWN OF VAIL, COLORADO, FOR ITS FISCAL YEAR JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

WHEREAS, in accordance with Article IX of the Charter of the Town of Vail, Colorado, the Town Manager prepared and submitted to the Town Council a proposed long-range capital program for the Town and a proposed budget and financial plan for all Town funds and activities for the fiscal year; and

WHEREAS, it is necessary for the Town Council to adopt a budget and financial plan for the 2023 fiscal year, to make appropriations for the amounts specified in the budget; and

NOW, THEREFORE, be it ordained by the Town Council of the Town of Vail, Colorado, that:

1. The procedures prescribed in Article IX of the Charter of the Town of Vail, Colorado, for the enactment hereof, have been fulfilled.

2. Pursuant to Article IX of the Charter, the Town Council hereby makes the following annual appropriations for the Town of Vail, Colorado, for its fiscal year beginning on the first day of January, 2023, and ending on the 31st day of December, 2023:

FUND	AMOUNT
General Fund	$54,471,505
Capital Projects Fund	25,914,602
Real Estate Transfer Tax Fund	8,131,461
Housing Fund	3,500,000
Vail Marketing Fund	3,126,210
Heavy Equipment Fund	4,802,514
Dispatch Services Fund	3,260,774
Health Insurance Fund	6,484,559
Residences at Main Vail Fund	1,577,693
Timber Ridge Enterprise Fund	978,616
Total	112,247,505
Less Interfund Transfers	(16,600,309)
Net Expenditure Budget	95,647,625

3. The Town Council hereby adopts the full and complete Budget and Financial Plan for the 2023 fiscal year for the Town of Vail, Colorado, which are incorporated by reference herein and made part hereof, and copies of said public records shall be made available to the public in the Municipal Building of the Town. This Ordinance shall take effect five (5) days after publication following the final passage hereof.

4. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

5. The Town Council hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town of Vail and the inhabitants thereof.

6. The repeal or the repeal and reenactment of any provision of the Municipal Code of the Town of Vail as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceedings as commenced under or by virtue of the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

7. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution, or ordinance, or part thereof, theretofore repealed.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED ONCE IN FULL, this 15th day of November, 2022. A public hearing shall be held hereon on the 6th day of December, 2022, at 6:00 pm at the regular meeting of the Town Council of the Town of Vail, Colorado, in the Municipal Building of the Town.

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Kim Langmaid, Mayor

ATTEST:

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Stephanie Bibbens, Town Clerk

READ AND APPROVED ON SECOND READING AND ORDERED PUBLISHED IN FULL this 6th day of December.

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Kim Langmaid, Mayor

ATTEST:

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Stephanie Bibbens, Town Clerk