



# **Request for Proposals**

**Town of Eagle, Colorado**

**Open Space and Trails**

**Master Plan**

*April 12, 2021*

## **2021 Town of Eagle Open Space and Trails Master Plan**

The Town of Eagle, Colorado, invites all qualified consultants to submit a proposal to develop an Open Space and Trails Master Plan for the Town. The selected consultant will develop an appropriate methodology for cataloging existing resources, create outreach campaigns to assess the public need, and integrate with local stakeholders and policymakers. The results of the plan will be presented to the Town Council and published for long-term reference by the Open Space and Recreation Advisory Committee ("OSRAC"), Community Development, and the Town Administration. Due to the close proximity and working relationship with partner organizations like Mountain Recreation, local trail alliances, and the Bureau of Land Management, collaboration with these partners is essential for a successful master plan.

Proposals are due no later than Friday, May 14, 2021, at 11:59 pm MDT. A principal of the firm must sign the proposal cover letter and the proposal itself. Late submittals will not be accepted. Please submit one digital copy in PDF format to:

Brian Lieberman, Open Space and Trails Manager  
Town of Eagle  
PO Box 609, 200 Broadway  
Eagle, CO 81631  
970-328-6542  
[Brian.lieberman@townofeagle.org](mailto:Brian.lieberman@townofeagle.org)

### **Introduction**

The Town of Eagle ("Town") is requesting proposals from qualified consultants to complete an Open Space and Trails Master Plan. The selected firm will have demonstrated experience in similar planning processes for comparable communities.

The plan will provide both a continued vision for open space and trails and an action plan for implementation for the next 10 years. The plan will include research and recommendations for aspects of open space and trails including prioritization and needs analysis for capital projects, land acquisitions, trail development, recreation services, cultural amenities, funding estimates, and funding mechanisms. The plan will incorporate the equitable distribution of these services and amenities throughout the Town. The plan will also incorporate data from existing sources available from the Town and best practices as it relates to the provision and maintenance of open space, trails, recreation infrastructure, and trails services and assets. The inclusion of concept designs and updating or providing GIS data and maps compatible with Town systems is a desired outcome. Attachments include a sample of the Town's agreement and a proposed timeline.

Town Staff will direct the consultant with the guidance of the Town Council and the OSRAC.

### **Background**

The Town of Eagle is located approximately 120 miles west of Denver in Eagle County. The Town had a population of approximately 6,670 people in 2010 but is currently experiencing high growth pressures. Influenced by western slope ranching, federal lands, and two world-class ski resorts (Vail and Beaver Creek), the Town has a mix of rich historical agriculture and new recreation economies that influence the growth and development of the community.

The Town is nearing completion of a Comprehensive Plan update named Elevate Eagle. Connected to the effort is a Land Use Code update which is planned to be complete by the end of 2021. The Open Space and Trails Master Plan will need to situate itself within the Comprehensive Plan and may help inform the Land Use Code update.

The Town takes its stewardship of open space and trails seriously. There are over 15 miles of paved trails in town. The Town is also known nationally for our “Single Track Sidewalk” project, with dirt trails connecting schools and places that youth in Town like to frequent. Surrounding the Town is Town-owned open space, land administered by the Bureau of Land Management (“BLM”) and the White River National Forest, land owned by Eagle County Open Space, and Eagle Valley Land Trust conservation easements. The Town has a long-standing partnership with BLM and has constructed over 100 miles of single-track trails interspersed through the aforementioned open space and federal lands. Most of the trailheads accessing these trails are located on Town-owned open space. Eagle has seen a dramatic increase in summertime outdoor recreation and tourism, and the trail network is one of the Town’s greatest assets.

Surrounded by open space and situated in the middle of the Rocky Mountains, the Town also recognizes the impact of the built environment on local wildlife and natural areas. Most of the Town has been designated as a conflict area for humans and mountain lions, has multiple points of natural roadway crossings for elk, bald eagle roosting sites, habitat for mule deer, wild turkey, and more. A successful Open Space and Trails Master Plan will provide guidance and stewardship strategies for the Town, in coordination with regional partners, to protect local wildlife and protect and/or enhance wildlife habitats.

## **Scope of Work**

### **A. Goals, Objectives, Work Plan, Action Steps, and Timelines**

The consultant shall define project goals, objectives, work plan, action steps, and timelines associated with the project that will meet the needs of the Town and reflect the values of the community. Consultant shall strive to provide innovative solutions to meet project objectives and add cost efficiencies and value for residents.

### **B. Community Input /Outreach**

The consultant shall provide an avenue for public participation as well as an opportunity to capture community needs and desires. The plan shall ensure citizens and user groups, associations, and other stakeholders are provided an opportunity to participate in the development of the plan. Activities shall include public meetings, stakeholder interviews, and other outreach methods. To obtain feedback from as many people as possible, including users and non-users of trails and open space, methods and strategy used by the consultant shall include at minimum:

- Two (2) community meetings/forums
- One (1) stakeholder roundtable meeting
- Management of a formal citizen survey(s). Goals of the survey include identifying assets and constraints for open space and trails, identifying standards for future development, and assessing the current and future needs and priorities. Potential survey question examples include:
  - Resident use of open space and trails.
  - General questions about open space and trails in Eagle.
  - What the community values about our open space.

- Where the community finds information about trails and open space and how this could be improved.
- Does the community support annual events on our trails and open space? Would they support additional events?
- Importance/benefit of open space and trails for our resident's quality of life and sense of community.
- How to fund/willingness to pay for trail and open space infrastructure and habitat improvements.
- Perception of wildlife closures and importance of wildlife habitat on Town-owned open space.
- General goals for the open space program.
- Community desires for trail and open space improvements and/or additions on adjoining lands that directly impact residents in Eagle.
- Assess thoughts on the current management of E-bikes on town managed and BLM trails.
- Determine perception of crowding on trails.
  - As an extension, do community members support additional advertising of outdoor recreational opportunities to expand visitation to the Eagle area?
- General information on survey participants.
- Assistance with and recommendations for associated open space public relations and outreach materials.
- Consultant shall work with the local community to identify creative methods to engage underserved populations and non-English speakers during the community outreach phase.
  - The Town is interested in producing survey materials and other outreach information in both English and Spanish.
- Consultant shall provide written informational materials, graphics, and all engagement materials required for all meetings, roundtables, and community forums.
- The consultant shall meet with OSRAC at key decision points throughout the project and gather input from the Town Council, other advisory committees, and partner user groups.
- Monthly status reporting and meetings with Public Works and Open Space Department staff will be desired.
- Consultant shall provide meeting summaries for all committee meetings, community engagements, and other general meetings.
  - Summary information shall include attendance numbers, significant issues raised, resolutions of any issue, and recommendations made. The summary shall be provided as soon as possible and not exceed one week following the meeting.

#### C. Demographics, Inventory, and Assessment

- OSRAC and staff shall provide existing documentation for inventorying and assessing existing facilities that can affect the current and future provision of open space and trails.
- The consultant shall review plans and documents that are relevant to the development of the plan including applicable background information like the Elevate Eagle Comprehensive Plan, to-be-built parcels, and current and expected demographic data for a 10-year development plan.
  - The Elevate Eagle Comprehensive Plan is inclusive of an action plan detailing goals for the Town determined through a community input process. The action plan is included in the RFP as Attachment B for reference. Goals concerning open space have been highlighted.

- The consultant shall situate goals that concern open space from the plan in the larger list of prioritized objectives for the Open Space and Trails master plan. Where appropriate, the consultant should expound upon and provide additional detail for the goals identified in the action plan.
- The consultant shall review and interpret demographic trends and characteristics of the Town for the development of the plan.
- The plan shall be developed with consideration to similar communities' demographics trends and characteristics.

#### D. Program Inventory, Assessment, and Management

- OSRAC and staff shall provide existing documentation for program inventory and assessment.
- Staff will be available to conduct site visits with the consultant.
- Consultant shall review the Town's Open Space plan (1997), Eagle Area Trails Plan (2014), and other relevant plans.
- The consultant shall evaluate open space and trails programs from similar communities to help inform the master plan in Eagle, including an analysis of how these programs are funded.
- Staff will coordinate with the consultant and key local partners to ensure the consultant has access to relevant regional plans and documents.
- Consultant shall make concerted efforts to review existing regional documentation in order to identify areas of partnership for the Town of Eagle and to ensure efforts are not duplicated through this plan.
- Consultant shall evaluate existing events on Town trails and open space.
  - With consideration to community input, trail experience, and natural resource damage, the consultant shall provide recommendations for management of existing and future events that utilize Town open space and trails.
  - A further desire is to determine an ideal location for a permanent mountain bike race start.
- Consultant shall examine existing commercial and/or guided use on Town-owned open space and assess any potential impacts on resources and users of the trail.
  - If commercial use is contributing to adverse impacts on natural resources and/or the enjoyment of open space by the general public, the consultant shall suggest methods to permit and/or regulate commercial and guided use on Town owned open space.
  - These recommendations should be based on examples from similar communities while ensuring they are applicable to our local code, other pertinent policies, and community needs.
- Consultant shall provide a broad assessment and identification of current conditions for existing trails, trail infrastructure, trailheads, parking areas, habitats, viewsheds, and open space.
  - A further desire is to understand the public perception of the condition of open space and trails.
- Consultant will provide a framework for management of existing facilities within the final report. The report should further highlight recommendations for infrastructure improvement and an overall priority ranking for those improvements. The priorities should be determined through community input, safety, with consideration to natural resource damage, and with concern to industry best practices.

#### E. Open Space Conservation, Management, and Inventory

- Consultant shall identify and assess open space and natural resources (including, but not limited to, sensitive habitat, productive agricultural land, community buffers, and riparian areas) in and adjacent to the Town.

- The consultant should evaluate Town-owned open space to identify any majorly impaired or adversely impacted natural resources.
  - As a follow-up, the consultant should provide recommended policies and/or management actions to minimize impacts to such sites.
- Conservation and management recommendations for open space must accommodate natural wildlife migration and provide recommendations that decrease recreational and human impacts on wildlife.
- The consultant will evaluate scenic views, vistas, and view-sites in the study area to determine whether there are significantly unique and/or character-defining views, viewpoints, and/or sites that should be managed and protected to maintain such views, viewpoints, and/or sites.

#### F. Regional Coordination

- Consultant shall work with regional and local agencies, both public and private, to develop the plan.
- Coordination will be essential to ensure local open space and trails efforts are not duplicated through the plan.
- Consultant shall identify methods to advocate for the results of the Town's master planning process to be considered and/or integrated into neighboring landowners' trails and open space planning.
- Adjacent landowners must be included in the development of the master plan.
- The consultant shall develop the master planning process to ensure the public and stakeholder scoping phase conforms to any potential requirements of neighboring landowners' planning procedures, where appropriate.

#### G. Facility, Service, and Program Needs and Priorities

- Based on the data collected, the consultant shall assist with the determination of priorities as items relate to both current and future program facilities and services including but not limited to:
  - Open space acquisition and management.
  - Connectivity including trail, bike, and pedestrian improvements.
  - New trail priorities supported by the community and stakeholders.
  - Restoration and/or wildlife habitat protection priorities.
  - Community supported improvements to the existing trail network.
  - Recommendations for needed trailhead facilities such as improved restrooms, changing stalls, water access, parking, and other infrastructure.
  - Identify needed infrastructure to support the amount of recreation occurring on trails and open space in Eagle and to ensure recreation is not causing significant impacts to wildlife and natural resources.
  - Identify effective methods to distill information about trail conditions, open space, and other information to the community.
- The consultant should include an analysis of existing funding sources and assess the adequacy of those funding sources to meet the projected needs of open space and trails.
- Include conceptual ideas for establishing additional funding sources for the program and funding mechanisms that have been successful in similar communities.

#### H. Financial Estimates and Mechanisms

- Financial estimates shall be based upon future facility needs and services.

- Consultant shall identify mechanisms to realize and identify potential projects and services.
- Program needs assessment must contain a cost analysis with suggestions for cost recovery mechanisms and/or stable funding sources for maintenance or expansion when appropriate.

#### I. High-Level Concept Designs

- Broad high-level concept designs shall be included for any new proposal identified within the list of priorities.

#### J. Implementation and Action Plan

- Consultant shall develop a set of prioritized recommendations for improvements. Evaluation criteria shall be based on the expressed values of the Town and community.
- Recommend an overall strategy for the implementation of all aspects of the plan including a timeline.

#### K. Presentation to community stakeholder groups

- Provide presentations to OSRAC, Planning Commission, and the Town Council.

#### L. Final Products

- High-level concept designs, GIS data, and maps, where not already provided, are desirable outcomes.
- The consultant will work with staff during the development of the final plan to ensure the final product is inclusive of all desired topics, graphics, and analysis.
- A draft copy of the master plan shall be created and provided electronically to staff who will deliver the document to each member of the Town Council, OSRAC, and other Town Committees as required or requested by the Town Council.
- Once final approval and feedback are given to the consultant by all appropriate groups, the consultant shall make any necessary changes to the draft and provide one final hard copy and one electronic copy of the plan to staff with maps and any other related documents.
- The Consultant shall provide a professional layout of the final products in a publication-ready document that includes maps, photographs, and any pertinent graphics.

## Proposal Content

Interested consultants shall submit proposals that clearly demonstrate the ability to provide the services as outlined in this Request for Proposals (RFP). The following information shall be organized in the order listed below to facilitate fair and equal evaluation of the responses.

1. Cover Letter: A cover letter shall be provided which succinctly explains the consultant's interest in the project. The letter shall contain the name, address, and phone number of the person who will serve as the consultant's principal contact with the Town and shall identify individual(s) who will be authorized to make presentations on behalf of the consultant.
2. Methodology: Describe the preferred process, methodology, approach, and schedule for completion of the scope of services. Indicate how the process and approach will accomplish the project objectives. Provide specific recommendations for community engagement for the preparation of the survey.
3. Schedule: A proposed timeline for the completion of the work is attached. Please review and provide

a schedule to complete the Scope of Work. Explain reasons for any deviation from the preferred timeline.

4. Qualifications of Key Personnel: Submit summarized resumes of all those who will be involved in completing the scope of services. Please include their experience in performing the required and necessary services or functions.
5. Consultant's Experience and References: Provide at least two references for completed projects of similar size and scope, completed during the past three years. Include the name of the organization, a brief summary of the work performed, and the name and telephone number of the responsible contact person.
6. Town Responsibilities: Identify all services that are expected to be provided by the Town of Eagle.
7. Cost for Services: The Scope of Work is estimated to cost approximately \$30,000. Each proposal shall include a fee schedule for services and shall include a not-to-exceed amount for each scenario of administration. Please include a fee for the Scope of Work and include all expenses attributable to the project. Provide hourly billing rates for specific team members that will be engaged in this project. Proposals in excess of \$30,000 will be considered if the consultant includes a detailed description and justification of the need. The Town would rather go above this target rate if it were needed to produce a quality product inclusive of our desired outcomes.
8. Conflict of Interest & Litigation: Statement regarding any conflicts of interest and listing of any litigation involving the firm in the past five years and lawsuit dismissal and/or termination outcomes.

## **Communications and Resources**

The Open Space and Trails Manager will be the project lead for the Town. The Town is accustomed to file-sharing platforms such as DropBox, Google Drive, and SharePoint.

Applicant questions: Questions shall be sent via email to Brian Lieberman, Open Space and Trails Manager at [brian.lieberman@townofeagle.org](mailto:brian.lieberman@townofeagle.org). Questions with responses will be emailed to all parties who express interest via email to the same address.

### **Waiver of Informalities:**

The Town may, at its election, waive any minor informalities or irregularities in proposals received or reject any or all proposals.



## Proposed Timeline

Below exhibits the desired timeline for the master plan project. All inquiries regarding this RFP should be submitted via email to [brian.lieberman@townofeagle.org](mailto:brian.lieberman@townofeagle.org) on or before May 5, 2021 at 5pm MDT.

<i><b>Task</b></i>	<i><b>Date</b></i>
RFP Issued	Monday, April 12, 2021
Deadline for proposal submittal	Friday, May 14, 2021
Selection of consultant	Friday, June 18, 2021
Discovery and planning coordination	Monday, June 21, 2021
Public outreach	Monday, July 12, 2021 (and ongoing)
Survey design	Starting early July 2021
Stakeholder coordination and meeting	Early July 2021 (and ongoing)
First public forum	Late July 2021
Distribution of surveys	Early August 2021
Second public forum	Mid-late August 2021
Cutoff for receiving surveys	Late September 2021
Tabulate survey results	October 2021
Final report creation and coordination	Late September – mid November 2021
Draft final report completion	November 16, 2021
Report delivered to Town Council	November 23, 2021
Integration Council feedback	November 24 – December 3, 2021
Final report completed and delivered	December 7, 2021

## Criteria for Selection

After receipt of proposals, the Selection Committee will review all submittals. Based on the Selection Committee's review, the Committee may select up to three consultants to make 45-minute formal presentations of their proposal and respond to oral questions from the Selection Committee.

The following criteria will be used with the evaluation of submittals:

- **Completeness:** (5 points) The submittal includes all required items outlined in the RFP.
- **Organization** (30 points) Does the firm offer the depth and quality of services required for the services listed in the Scope of Services? Does the firm's organizational structure show sufficient capacity for this project?
- **Experience:** (30 points) The firm's expertise and professional qualifications with similar work. The firm shows an understanding and a familiarity with the Town's background, system, and current projects and priorities. Qualifications of the firm and individuals assigned to perform the work. In addition, references were relevant to the project.

- **Project Approach** (20 points) The firm's proposal adequately demonstrates an understanding and experience in preparing rate studies which are documented in this proposal. In addition, the consultant has experience in conducting data analysis and can show the success of the previous rate studies completed for other municipalities or water districts.
- **Cost Proposal/Schedule** (15 points) The thoroughness and timeliness of the project schedule and the firm's ability to complete the project. The completeness and competitive rates of the firm's budget.

## RFP Terms and Conditions

1. Proposals that do not include all submittal requirements outlined herein shall not be considered.
2. At the Town's sole discretion, the Town may choose to republish this RFP.
3. The Town reserves the right to accept or reject any and/or all proposals and to waive any informalities or irregularities in said proposals. The RFP does not bind the Town to hire a consultant when, in the Town's sole discretion, the Town determines not to do so.
4. Until such time the professional services agreement is executed, there are no express or implied obligations or commitments on the part of either the Town or the Consultant concerning either this RFP or any proposal associated with it.
5. At the Town's sole discretion and with notice being provided to the Consultants, the Town may amend the Selection Process and/or Tentative Project Schedule at any time.
6. By submitting materials for the Town's consideration pursuant to this RFP, the Consultant is waiving any claim of confidentiality, trade secrets, or privilege with respect to materials submitted. All submittal materials are subject to disclosure under the Colorado Open Records Act.
7. If warranted, any updates, revisions, or modifications to this RFP shall be posted on the Town of Eagle's website at [www.townofeagle.org](http://www.townofeagle.org) during the advertising period, and it shall be the responsibility of the Consultant to review the website during the advertising period to verify if any such updates, revisions or modifications have been made to this RFP.
8. No oral questions will be answered. If additional information or clarification is desired, email requests should be made to the Town at the email address listed above.
9. The selected firm will work under a Professional Services Agreement (see Attachment A) once an Agreement is negotiated, the following documents will be required by the selected firm before the commencement of any work:
  - Signed contract by both the Town and the consultant(s).
  - Proof of insurance per the Professional Services Agreement.
  - A Town of Eagle Business License. A Town of Eagle Business License is required of any person who transacts or carries on any business, trade, profession, or occupation in the Town of Eagle.
10. Being selected under this solicitation will not preclude the firm from being considered for any other projects advertised by the Town.

**ATTACHMENT A**  
**Sample Professional Services Agreement &**  
**Standard Contract Terms and Conditions**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this XXth day of April, 2019 (the "Effective Date"), by and between the Town of Eagle, 200 Broadway, Eagle, CO 81631, a Colorado statutory municipal corporation (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_, City, CO ZIP \_\_\_\_\_ ("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 \$XX,XXX for work as described in Exhibit A. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

#### **IV. PROFESSIONAL RESPONSIBILITY**

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

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

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

#### **V. OWNERSHIP**

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

#### **VI. INDEPENDENT CONTRACTOR**

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

#### **VII. INSURANCE**

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and

operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests' provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

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

#### **VIII. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

#### **IX. CONFIDENTIAL INFORMATION**

The Town expressly acknowledges that the Contractor now possesses or will possess information of a confidential or secret nature in both written and unwritten form that has unique commercial value ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, without limitation, trade secrets, processes, methods, computer programs or databases, data, know-how, inventions, improvements, techniques, marketing plans, product plans, strategies, and forecasts. The Town expressly acknowledges that the Town's relationship with the Contractor creates a relationship of trust and confidence between the Town and

the Contactor with respect to the Confidential Information and covenants not to use, disclose, disseminate, re-brand or solicit the use of said Confidential Information unless mandated by law or governing statutes, or the Contractor provides prior written consent.

#### **X. ILLEGAL ALIENS**

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

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

C. Verification.

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

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

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

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

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

#### **XI. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of

Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

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

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

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

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

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

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

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

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

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

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

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

**TOWN OF EAGLE, COLORADO**

Town Manager

ATTEST:

Jenny Rakow, Town Clerk

**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

Notary Public

## SCOPE OF SERVICES EXHIBIT

**[The Scope of Services will be inserted here once finalized.]**



## NO EMPLOYEE AFFIDAVIT

*[To be completed only if Contractor has no employees]*

### 1. Check and complete one:

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

OR

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

### 2. Check one.

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

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

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

OR

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Notary Public

## PROPOSAL FORM A

### **PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) \_\_\_\_\_ having authority to act on behalf of (Company name) \_\_\_\_\_ do hereby acknowledge that (Company name) \_\_\_\_\_ will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street

ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):

Check One:

\_\_\_\_\_ MBE (Minority Owned Enterprise)  
\_\_\_\_\_ WBE (Women Owned Enterprise)  
\_\_\_\_\_ Small Business

**PROPOSAL FORM B**  
**CONTRACTOR DISCLOSURES**

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years.

If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No \_\_\_
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No \_\_\_
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?  
Yes \_\_\_ No \_\_\_
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?  
Yes \_\_\_ No \_\_\_
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?  
Yes \_\_\_ No \_\_\_
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers?  
Yes \_\_\_ No \_\_\_
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?  
Yes \_\_\_ No \_\_\_
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?  
Yes \_\_\_ No \_\_\_

*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?  
Yes \_\_\_ No \_\_\_
10. Has the Firm been the subject to any bankruptcy proceeding?  
Yes \_\_\_ No \_\_\_

## Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

☐ Yes    ☐ No    If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

☐ Yes    ☐ No    If yes, provide details in an attachment.

## Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Eagle, Colorado.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the Town of Eagle's requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the Town of Eagle if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the Town.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

## PROPOSAL FORM C

### EXPERIENCE / REFERENCES

Please provide a minimum of 3 references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Name
- Contact
- Title
- Mailing Address
- Telephone Number
- Project Name, Amount and Date completed

\*Please list any Municipalities that you have done work for in the past 48 months.

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## PROPOSAL FORM D

### PROPOSED PRICING SCHEDULE

Proposal of Cost Based on Proposed Scope of Services:

Proposed Services	Rate/Hour	Est. Quantity/Hrs	Extended Cost

Total Cost as Proposed:

\$ \_\_\_\_\_

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

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Name of Firm Representative

\_\_\_\_\_  
Representative Signature

# 1: ELEVATING OUR INCLUSIVE CULTURE

## Our Actions

	ACTION	TYPE	COST	TIME FRAME	RESPON- SIBILITY	TOWN LEAD
1.1	Research available incentives and identify the most appropriate options for developers to provide affordable housing.	P/S	L	ST	Town, private sector, Economic Development, Eagle County	Town Manager
1.2	Develop a program to educate community members about existing affordable housing opportunities (i.e. inclusionary residential requirements for local employees) and down payment assistance programs.	P/S	L	ST	Town, Chamber, Eagle County	Town Manager
1.3	Utilize the existing Economic Vitality Committee to oversee economic development and marketing strategies contained within this Plan and monitor key indicators of the local economy. <ul style="list-style-type: none"> <li>Identify and attract businesses and trades that fulfill the Town's potential local niche markets.</li> <li>Capitalize on Eagle's proximity to I-70 and the airport by expanding and marketing tourist amenities.</li> </ul>	P/S	L-M	MT	Town, Eagle County, ECHA, private sector, employers, state/federal entities	Planning
1.4	Update/amend the West Eagle Sub Area Plan after the Highway 6 Study and Brush Creek Road Extension.	P/S	L, M	ST	Town, Eagle County	Town Manager, Planning
1.5	Include economic analysis data and potential tax revenues and housing needs in the development of land use sub-area plans.	P/S	L	ST	Finance, Planning	Planning
1.6	Work with the Chamber to promote local, regional, and national retail that fits the desired character of the community and at a pace that is supportable by the community and surrounding region.	P/S	L	ST	Chamber, Town	Town Manager
1.7	Work with the Chamber to attract viable businesses and trades specifically for Eagle and/or potential local niche markets.	P/S	L	ST	Chamber, Town	Town Manager
1.8	Implement economic development programs including small business incubators, entrepreneurial training, business recruitment, business attraction and marketing incentives.	P/S	M	MT	Town, Chamber, EVC	Town Manager
1.9	Work to create more local jobs and additional outlets for goods and services.	P/S	L	ST	Chamber, Town, EVC	Town Manager



ACTION		TYPE	COST	TIME FRAME	RESPON-SIBILITY	TOWN LEAD
1.10	Optimize commercial development. Determine factors that are preventing build-out of existing commercial centers.	P/S	L	ST	Town, Chamber	Planning
1.11	Retain the commercial and warehouse/ distribution uses in the Chambers Avenue Area through promotion and creating standards that limit the amount of residential in this area.	R	L	ST	Town	Planning
1.12	Support alternative work environments such as home-based businesses, remote workers, mobile vendors, as well as traditional brick and mortar establishments, through thoughtful and enforceable regulations.	P/S, R	L	ST	Town	Planning, Town Manager
1.13	Create efficient regulations and processes that foster a supportive business environment.	R	L	ST	Town, Chamber, EVC	Planning, Town Manager
1.14	Identify key intersections and street crossings for enhancement and safe connections for pedestrians, bicycles, vehicles, etc.	P/S	L	ST	Town, CDOT, County	Public Works, Planning, Police
1.15	Identify and evaluate regulations that may limit childcare in certain zone districts.	P/S	L	ST	Town	Planning

## 2: ELEVATING OUR UNIQUE CHARACTER

### Our Actions

	ACTION	TYPE	COST	TIME FRAME	RESPON-SIBILITY	TOWN LEAD
2.1	Implement financing districts (i.e. BIDs, TIF) for areas such as the US Highway 6 corridor.	R, P/S	L	ST	Town, DDA	Town Manager, DDA
2.2	Investigate the formation of funding mechanisms for Downtown improvements and redevelopment (i.e. BID or TIF district).	R	L	ST	Town	Town Manager, EVC, Chamber
2.3	Address parking Downtown (e.g. site identification for public parking opportunities; fee-in-lieu of parking within the Downtown core; ease of parking requirements to encourage redevelopment; increased shared parking areas; investigation into a parking app, etc.).	R, P/S	L-M	ST	Town	Planning, PW, EPD
2.4	Work with property owners along Broadway and within the larger CBD to maintain, improve, and/or sell properties for redevelopment.	P/S	L-M	ST-MT	Chamber	EVC, Economic Development
2.5	Establish an Arts Committee/Board that would oversee identification and installation of public art.	R	L	ST	Town	Town Manager, TC, EVC
2.6	Identify funding options for an Arts Program (e.g. portion of sales tax).	R	L-M	ST-MT	Town	Town Manager
2.7	Create an overall Art Master Plan to identify key locations for placement and priority.	P/S	M	ST-MT	Town	Town Manager, Arts Committee
2.8	Continue to cultivate a creative placemaking strategy.	P/S	L	ST-MT	Town	Town Manager
2.9	Consider repurposing the old Town Hall.	CP	M-H	M-LT	Town	Town Manager, Public Works
2.10	Continue to promote and expand community events and festivals through the Town website, social and print media, and private partners.	CP	L-M	ST	Town, Chamber, news agencies, private sector	Special Events, PIO
2.11	Identify multi-use spaces such as Broadway, or additional sites for plazas, parks, and open space that can be used or enhanced for use as temporary event spaces.	P/S, CP	L-H	ST-LT	Town, Chamber, private sector	Special Events, PIO
2.12	Create design standards that aim to identify key characteristics to preserve and enhance key areas of Eagle including Downtown, the Eagle River Corridor, and the US Highway 6 Corridor.	R	L	ST	Town	Planning
2.13	Balance the need to preserve historically significant structures when considering redevelopment opportunities through the creation of a historic building inventory and preservation report.	R	L-M	ST	Town, ECHS, private sector	Planning

	ACTION	TYPE	COST	TIME FRAME	RESPON-SIBILITY	TOWN LEAD
2.14	Develop specific residential and non-residential design standards that are unique to Eagle and support the existing eclectic character.	R	L	ST	Town	Planning
2.15	Update and enhance the design of gateways from I-70 and along US Highway 6 from the east and west through the addition of landscaping, signage, and public art.	P/S, CP	L-H	ST-LT	Town, CDOT	Planning, Public Works, Town Manager
2.16	Design streetscapes to include a set of common design elements for the Town, building on the Town's unique character and sense of place.	R, CP	L-H	ST-LT	Town	Planning, PW, Town Manager
2.17	Execute an inter-governmental agreement between Eagle County, the Town of Gypsum, and the Town of Eagle that identifies strategies and responsibilities to foster orderly and efficient development in the area, maintaining buffers of rural land between the communities of Gypsum, Eagle, and Wolcott.	P/S	L	ST	Town, Gypsum, Eagle County	Town Manager
2.18	Identify and map visually sensitive areas and iconic viewsheds and view corridors.	P/S	L, M	ST	Eagle County GIS, Open Space	Planning, Town Manager
2.19	Evaluate and update the Master Plan for the County's Fairgrounds property, incorporating design guidelines to improve the appearance of structures and facilities and landscaping prior to annexation.	P/S	L, M	ST	County, Town	Planning
2.20	Identify specific redevelopment and infill opportunities on vacant or under-utilized lots in otherwise built-up areas through future sub-area planning efforts.	P/S	M	ST-MT	Town	Planning
2.21	Identify, document, and work to preserve historic sites and structures through local, state, and national designation in collaboration with ECHS, and Colorado History Center. <ul style="list-style-type: none"> <li>Create register of local historic sites / buildings</li> <li>Initiate a project to outline historic preservation/ district/character standards</li> </ul>	P/S	M	ST-MT	Town, Historic Preservation	Town Manager
2.22	Develop effective local sources of preservation funding and financial incentives.	P/S	L, M	ST	Town, Historic Preservation	Town Manager
2.23	Pursue the development potential of land up Eby Creek Road and if the potential exists, pursue a subarea plan or Comprehensive Plan amendment.	P/S	M	ST	Town, County	Town Manager, Planning

### 3: ELEVATING OUR ADVENTUROUS LIFESTYLE

	ACTION	TYPE	COST	TIME FRAME	RESPON-SIBILITY	TOWN LEAD
3.1	Develop a Town brand that reflects the entire community.	P/S	L-M	ST	Town, Chamber	Special Events, Marketing
3.2	Market each season's differing attractions.	P/S	L	ST	Town, Chamber, EO	Special Events
3.3	Create an incentive program to encourage local lodging in and near the Downtown area.	R	L-H	MT	Town, Chamber	Town Manager
3.4	Develop a strategy to balance traditional lodging with alternatives (vacation rentals, camping, bed and breakfasts, and boutique hotels).	R	L	ST	Town, Chamber	Town Manager, Planning
3.5	Update parks, open space, and trail requirements to focus on connecting residents to recreational amenities, local, and regional destinations, or existing trail systems. <ul style="list-style-type: none"> <li>Pursue funding and maintain a trail maintenance and expansion program.</li> </ul>	R, P/S	L	ST-MT	Town	Public Works, Open Space, Planning
3.6	Continue to work with Mountain Recreation Metropolitan District (MRMD) to prepare a detailed Recreation Master Plan that addresses the importance of both dispersed and organized recreational activities and supporting amenities, facilities, and programs.	P/S	L	ST	Town, MRMD	Planning, Town Manager
3.7	Develop a multi-use trail along the Eagle River.	CP	M-H	ST-MT	Town	Public Works, Open Space, Town Manager
3.8	Continue to execute existing master planning for recreation facilities, open space, trails, and Eagle River corridor.	P/S	L	MT-LT	Town	Open Space
3.9	Develop a trail and open space master plan to identify desired enhancements to existing or proposed Town trails.	P/S	L	ST	Town	Open Space
3.10	Continue coordination with the BLM on trail network expansion.	P/S, CP	L	ST	Town, BLM	Open Space
3.11	Identify desired enhancements to existing or proposed Town parks.	P/S	L	ST	Town	Town Manager, Open Space
3.12	Pursue funding for park maintenance and enhancement and for the construction of new parks including dog parks.	P/S	L	ST-MT	Town	Town Manager, Open Space, Public Works
3.13	Complete phase two of the Eagle River Park.	CP	M-H	ST-MT	Town	Public Works, Town Manager
3.14	Create a plan for the preservation of existing open space within Town boundaries.	P/S	L	ST-MT	USFS, CPW, private sector	Open Space

ACTION	TYPE	COST	TIME FRAME	RESPON- SIBILITY	TOWN LEAD
<b>3.15</b> Explore methods for acquiring and preserving land that is valuable for recreational purposes through: <ul style="list-style-type: none"> <li>• Acquiring conservation easements;</li> <li>• Preserving open space through development negotiations and/or exactions;</li> <li>• Requiring/creating buffers between development and adjacent public lands;</li> <li>• Promoting a transfer of development rights (TDR) program; and</li> <li>• Promoting lease-back arrangements</li> </ul>	R	L	ST	Eagle County, MRMD, CPW, USFS, BLM	Town Manager
<b>3.16</b> Use a variety of techniques such as development incentives, acquisition of development rights, and donation of easements to preserve, enhance, and/or acquire such access.	R	L	ST-MT	Town, USFS, CPW, BLM	Town Manager
<b>3.17</b> Work with stakeholder groups to identify and map existing and desired access points to trails (hike, bike, motorized), public lands, rivers, and streams.	P/S	L	ST-MT	Town	GIS, Public Works, Open Space
<b>3.18</b> Develop programs to educate citizens on appropriate use of public lands, including the need for seasonal closures to protect wildlife.	P/S	L-M	ST-MT	Town, USFS, CPW, BLM	Open Space
<b>3.19</b> Secure public rights-of-way, for existing or new access to public lands and rivers.	P/S , CP	M	ST-MT	Town	Public Works, Open Space



## 4: ELEVATING OUR RELATIONSHIP WITH THE ENVIRONMENT

POL.	ACTION	TYPE	COST	TIME FRAME	RESPON-SIBILITY	TOE LEAD
4.1	Identify and protect wildlife habitats and movement corridors.	P/S	L-M	ST-MT	Town, County, CDOW, USFW	Planning
4.2	Identify natural hazards and environmentally-sensitive lands.	P/S	L-M	ST-MT	Town County, USFS, FEMA	Planning
4.3	Utilize wildlife habitat and movement corridor information to identify open space priorities.	P/S	L-M	ST-MT	Town, County, CDOW, USFW	Planning
4.4	Require the identification, mapping, and mitigation/inclusion of critical wildlife habitats and ecosystem connections within open space.	R	L	ST	Town	Open Space
4.5	Develop a maintenance plan that addresses erosion and degradation of paved and soft path trails.	P/S	L	ST-MT	Town	Open Space, Public Works
4.6	Where social or informal trails exist, add signage to direct users to use the established trail systems.	P/S, CP	L-M	ST-MT	Town	Open Space, Public Works
4.7	Identify key access points along the Eagle River for recreation and provide wayfinding, signage and parking at only these key locations.	P/S, CP	L-H	ST-MT	Town, FEMA	Public Works, Open Space
4.8	Evaluate the feasibility of utilizing local renewable energy resources, (e.g. wind, solar, hydro, or geothermal).	P/S	L-M	ST-MT	Town	Town Manager, Public Works
4.9	Develop a detailed tree inventory.	P/S	L-M	MT	Town	Public Works
4.10	Require appropriate and timely re-vegetation of graded and excavated areas.	R	L	ST	Town	Public Works
4.11	Continue to leverage Tree City USA and technical assistance including grants.	P/S	L	ST	Town	Town Manager, Public Works
4.12	Adopt progressive building and construction codes and high standards related to energy efficiency and materials conservation.	R	L	ST	Town	Building, TC
4.13	Provide information through the Town of Eagle and Eagle County website and government sponsored brochures, press releases and events, as well as other outlets.	R	L-M	ST-MT	Town, County, Chamber, private sector	Planning
4.14	Develop a Hazard Mitigation and Resiliency Plan to address wildfire and flood mitigation and response through coordination with state and federal agencies.	P/S	L-M	ST	Town, County, USFS, FEMA, BLM	Town Manager, PD, Public Works

POL.	ACTION	TYPE	COST	TIME FRAME	RESPON- SIBILITY	TOE LEAD
4.15	Create and implement vegetation and tree protection standards which require developers to document the extent and type of high quality drought tolerant native vegetative cover on a site. Create and implement strategies to protect and preserve such cover to the greatest degree practicable.	P/S, R	M	ST	Town	Public Works, Planning
4.16	Secure and expand funding sources for the protection of wildlife from agencies like the Colorado Division of Wildlife, the Natural Resources Conservation Service, Great Outdoors Colorado, the Rocky Mountain Elk Foundation, the Mule Deer Foundation, and the Eagle Ranch Wildlife Trust.	P/S	M	MT	Town	Town Manager
4.17	Track planned and actual water demands within the comprehensive plan so that the overall trend of water use can be compared to long-term water budget.	P/S	L	ST-MT	Town	Public Works, Open Sapce
4.18	Continue supporting local compost facility by improving and expanding the Town yard waste facility.	CP	M	ST	Town	Public Works, Planing
4.19	Codify a general setback of 75 feet from the high-water mark.	R	L	ST	Town, FEMA	Planning

## 5: ELEVATING OUR CONNECTIONS

POL.	ACTION	TYPE	COST	TIME FRAME	RESPON-SIBILITY	TOE LEAD
5.1	Provide carpool incentives and encourage carsharing, free bus, etc.	P/S	L-H	ST-MT	Town, CDOT, ECO Transit	Town Manager, Engineering
5.2	Identify areas for drop-off/mobility hubs at each unique place within Town: <ul style="list-style-type: none"> <li>Coordinate with ECO Transit on bus route expansion and/or decrease in headway times.</li> <li>Work collaboratively to secure the necessary funding for an efficient user-friendly local and regional public transit system.</li> <li>Tie transit centers into the drop off/mobility hubs.</li> </ul>	P/S, CP	L-H	LT	Town, CDOT, ECO Transit, private sector	Town Manager
5.3	Promote compact development, allowing increased residential, retail and mixed use densities in areas close to transit stops where appropriate.	R	L	ST	Town, ECO Transit	Planning
5.4	Create a policy to allow installation of bicycle racks to offset parking requirements.	R	L	ST	Town	Town Manager
5.5	Develop a town-wide traffic plan that can leverage funding from partners and developers to make improvements to circulation of traffic in and around Eagle.	P/S	L-M	ST-MT	Town, CDOT, ECO Transit	Engineering
5.6	Obtain traffic studies for the following areas: <ul style="list-style-type: none"> <li>Between residential neighborhoods and commercial areas within the Town Center;</li> <li>Between West Eagle and the Town Center;</li> <li>Between the Town Center and businesses on Market Street;</li> <li>Between businesses and off-site destinations in the Chambers Avenue;</li> <li>Sawatch Road and Nogal Road area; and</li> <li>Between the Eby Creek Subdivision and the Market Street area</li> </ul>	P/S	L-M	ST-MT	Town	Public Works, Engineering
5.7	Design a set of improvement standards for different risk levels of intersections.	P/S	M	MT	Town, CDOT	Engineering
5.8	Develop a complete streets model for different classifications of roads as a standard.	P/S	M	MT	Town	Engineering
5.9	Develop a safe routes plan for safe walk-to-school routes and pedestrian and bicycle travel through roundabouts.	P/S	L	MT	Town	Engineering
5.10	Develop Master Sidewalk/ Bike Path Plan and trail plan that address multiple uses and multiple modes of transportation.	P/S	L-M	MT	Town	Engineering



POL.	ACTION	TYPE	COST	TIME FRAME	RESPON-SIBILITY	TOE LEAD
5.11	Prepare and work to implement a comprehensive sidewalk plan. <ul style="list-style-type: none"> <li>• Work to enhance the sidewalks within the greater Downtown neighborhood.</li> </ul>	P/S, CP	L-H	MT-LT	Town	Engineering
5.12	Create a parking management plan that implements maximum parking standards for key locations; incentives for shared parking and building-integrated parking; fee-in-lieu or impact fee structures to fund parking structures and/or mobility hubs; and paid parking or time-limited parking.	P/S	L-M	ST-MT	Town, Chamber, Public Works	EPD, Planning
5.13	Establish minimum densities for areas adjacent to transit drop off locations and/or mobility hubs.	R	L	ST	Town, CDOT, ECO Transit	Planning, LUC
5.14	Work to retain the rail corridor for future freight and public transportation. <ul style="list-style-type: none"> <li>• Conduct study for a future location of a commuter rail station within the Town.</li> </ul>	P/S	M	MT	Town, County, UPRR	Town Manager
5.15	Create a Transportation Master Plan that will coordinate with regional plans and identify transportation infrastructure needs	P/S	M	MT	Town, CDOT, Public Works, ECO Transit	Public Works, Planning

## 6: PUBLIC INFRASTRUCTURE

POL.	ACTION	TYPE	COST	TIME FRAME	RESPON-SIBILITY	TOE LEAD
6.1	Create programs and tracking mechanisms that maintain and monitor the condition of existing road, pipe, and other service systems.	P/S	H	MT	Town	Public Works
6.2	Develop a prioritized plan for the rehabilitation of existing infrastructure and the construction of expanded infrastructure.	P/S	M	MT	Town	Public Works
6.3	Evaluate and implement as practicable mechanisms for the funding of infrastructure projects that are in already developed areas of town where infrastructure is deficient.	P/S	M	MT	Town	Public Works
6.4	Plan for infrastructure needs through a regularly updated Capital Improvements Plan: <ul style="list-style-type: none"> <li>• Prepare population and growth estimates and update periodically to anticipate infrastructure needs.</li> <li>• Implement engineering studies and sub-area planning efforts to prepare accurate estimations</li> <li>• Prepare capital and service plans in advance of growth so as to anticipate the financial implications and be able to deal with growth impacts proactively rather than reactively</li> <li>• Utilize and hold to appropriate phasing plans to ensure that the pace of growth does not exceed the Town's ability to provide the necessary services and infrastructure.</li> </ul>	P/S	H	MT	Town	Town Manager, Financial, Public Works
6.5	Require through an IGA or an MOU that applications for 1041 permits within the planning area boundary be mutually approved by the Town and County.	P/S, R	S	ST	Town, County	Planning, Town Manager
6.6	Take steps to ensure that the necessary infrastructure and services will be provided concurrently with, or in advance of, the arrival of development impacts.	P/S	M	MT	Town	Public Works, Planning

