



**Town Board of Trustees
Tuesday, June 11, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

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

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL - Citizens who are present to comment on any items are reminded to sign in on the sheet provided in the lobby.

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

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

OPEN PUBLIC HEARINGS OPEN PUBLIC HEARING - Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02 and Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02 - Must be open for One Hour

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update
2. Department Update
3. Lower Basin Water Treatment Plant Project Report

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

1. Minutes from May 28, 2019
2. Bill Pay for May 2019

PUBLIC HEARINGS - QUASI JUDICIAL HEARING

1. Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02. (Requesting Continuance)
 - a. EXECUTIVE SESSION: Executive Session pursuant to C.R.S. sections 24-6-402(4)(b) and (e) to receive legal advice on specific legal questions, and to develop a strategy and instruct negotiators regarding Reserve at Hockett Gulch continuance.
2. Tumbleweed Retail Special Use Permit - File#: SU19-03.

- a. Resolution 20-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Tumbleweed Retail Special Use Permit
3. Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02.
 - a. EXECUTIVE SESSION: Executive Session pursuant to C.R.S. sections 24-6-402(4)(b) and (e) to receive legal advice on specific legal questions, and to develop a strategy and instruct negotiators regarding Red Mountain Ranch annexation agreement.

CLOSE PUBLIC HEARINGS *CLOSE PUBLIC HEARING - Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02 and Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02.*

OLD BUSINESS

1. Resolution No. 30, A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Construction Contract With Horizon Roofing, Inc. For The Replacement Of The Waste Water Treatment Plant Roof *(Roll Call Vote Required)*

NEW BUSINESS

1. Ordinance 13-2019 An Emergency Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Renumbering Certain Chapters In Title 9 Regarding Public Peace, Safety And Morals *(Roll Call Vote Required)*

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

1. TBOT Mini Retreat Agenda for June 26, 2019
2. 2020 Census Information
3. ERWC

ADJOURN

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019



To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: June 11, 2019

Re: Town Manager Report

Administration & Organization

The organization would like to thank all the staff that helped with the Bonfire Block Party and Eagle Outside Festival. Team Eagle did a wonderful job making sure our visitors had a safe and wonderful experience.

Interviews for the Community Development Director are scheduled for June 14. Right now, we only have one candidate to interview because 3 people have withdrawn as they cannot make the move to Eagle for various reasons we heard last time. I am hopeful that we will receive more candidates from GovHR to interview.

Staff will provide a strategic plan update on June 25. Due to transitions there wasn't enough time to put the report together. There is still time for review prior to the mini retreat on June 26.

The final attorney review for the Employee Handbook is complete. Staff will finalize details and present the proposed draft to the BOT on June 25.

The town has vacancies in the public works, community development and finance departments. John Staight in open space came back on June 3. During these transitions, we will prioritize work. Staff appreciates the board's support and patience during these transitions while we staff back up.

Jeremy Gross's last day with the town is June 24. We posted his position and are looking for interim contract help to get us through the busy event season. We will engage members from MEAC to assist with the interview panel. The transition process has started to ensure town can have a successful event season. Jeremy will help us get through Flight Days. Staff will keep the BOT updated on the progress.

Economic Development and Planning

Alpine Lumber Art Wall – Staff met with the team at Alpine Lumber to finalize the Letter of Intent for the installation of art on their wall. They are close to kicking off the project once they receive approvals internally. Timing is working out very well for this partnership.

Home Rule – Starting in July, staff will ask the BOT to set the election and ballot language. At the same time, citizens will be able to start the petition process for the Charter Commission. It will be important to have the right people on the commission. If you know of anyone who is interested in running for the commission, please refer them to Town Hall.

River Park – Town is wrapping up the River Park but there are a few items that staff is tracking:

- The next executive committee meeting on is on June 14.
- Staff is working with NV5 to resolve outstanding budget issues this month. There will be a presentation on the budget at a future BOT meeting once staff is prepared and finalizes the numbers.
- The team is working with CDOT on access issues to the Johnson's property at the east side entrance to the park. Right now, they don't have access and we are working with CDOT on a revised access permit to make them whole. This was negotiated early during the planning of the park.
- During the Block Party and Eagle Outside Festival we had several campers at the River Park. While these groups were respectful, staff is evaluating the need for camping.
- The runoff and rain have taken a toll on the River Park and there is serious erosion. Staff will assess the damage and closure of certain areas of the park.

Elevate Eagle – This project continues to move forward. Below are a few updates:

- We will complete the last of our popups this month. Staff received the completed audit of our progress and we are in great shape. The next steps in the process are highlighted below:
 - July 15 – the committees get back together to go over the code assessment and Comprehensive Plan summary, outreach, opportunities, framework, goals, policies, and land use map.
 - July 16 – will be a joint work session between P&Z and the BOT where staff will present a summary of what has been collected thus far.
 - Town will do the last outreach push in September, finalize feedback in October, and schedule public hearings in October for the Comprehensive Plan.
 - The Comprehensive Plan will be completed by the end of the year.
 - Staff will receive the code assessment in the next two weeks and modules soon after.

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

- Staff hired special counsel Kissinger and Fellman to negotiate the Franchise Agreement with Comcast to ensure town gets a fair deal. The kickoff call with the attorney was on Thursday and was helpful. The firm has extensive experience in the industry and negotiated all the contracts for THOR.
- Staff has begun the process of working on the Comcast Franchise Agreement. A meeting is scheduled for June 10 with Comcast to review the draft and edits. Staff is reviewing Franchise Agreements from Vail, Gypsum, Bachelor's Gulch and Pitkin County as a reference. If negotiations go well, staff will present a draft to the BOT late July.
- Staff attended a project THOR update meeting on June 6 to discuss technical items. There was a recommendation to set up a governance committee and have sub-committees to address specific aspects of the project.
- The Broadband Feasibility Study RFP process closed, and the town received 6 proposals. Staff has scheduled a meeting on June 13 to review the proposal and determine the firms eligible for interviews.

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

- Town solicited feedback from downtown businesses asking for feedback on catalyst projects to transform Broadway. Many of the ideas came from the Challenge Studio over the winter. The goal was to have the businesses and property owners weigh in on the ideas and help town prioritize potential projects. Some of these projects the business district might lead.

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

- June 17 – Climate Action Collaborative quarterly meeting.
- June 20 - 21 – Colorado Municipal League Conference in Breckenridge.
- June 24 & 25 – Mountain Connect Conference.

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

- June 17 – Home Rule Roundtable at 5:30 PM at Town Hall.

Sincerely,



Brandy Reitter
Town Manager



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager and Department Leaders

Date: May 14, 2019

Re: Department Updates for May 2019

TOWN CLERK

- Communications Committee (PR Studios, Jeremy Gross, Jessica Lake, Erin Ivie, Bill Shrum)
 - May 9, 2019 Communications Meeting
 - May 15, 2019 Eagle Today
- Licenses
 - BUSINESS: Issued 11 Business License Renewals in April; YTD: 408 Licenses issued
 - LIQUOR:
 - Processed renewal applications for Sweet Waters Liquor, Color Coffee and Moe's BBQ.
 - Processed two Special Event Licenses for The Cycle Effect for Bonfire Block Party 5/31 and 6/1 and Mountain Tots Preschool 5/19.
 - Met with applicant regarding new Beer and Wine License on Broadway, application forthcoming.
 - Researching Entertainment District application process with staff and Town Attorney.
 - PUBLIC RIGHT OF WAY:
 - Processed applications for 8 applications for vendors at Bonfire Block Party and Eagle Outside; MS LLC Dippin Dots, Caribbean Fusion, Brother Magoo's Inc., Sweet Coloradough, RAD Apparel LLC, AdEstes Group Inc. Rocky Mountain Health Club, ZOIC Clothing, WGD Group
- Information Technology
 - Continued work on moving Court Clerk to Administration – completed on 5/8/2019
- Website
 - Ask the Town questions: 10
 - May 20, 2019 PR Studios and Staff are working on Refresh of Website Design with Civic Plus
 - Civic Clerk is being used to post Meeting Agendas, Packets, Minutes and Video on our website (5/7/2019)
- Municipal Court
 - Court Dates May 14 and 28.
 - May Citations:
 - Criminal 12; Animal Control 15; Juvenile 0, Parking 17; Outstanding Parking Tickets 47 unpaid.

- Internal Support
 - May 29, 2019 Capital Budget Review
- Sales Tax through April 30th.

2019

Month	Filing Period	Revenue Period	4% to General Fund O/U	
Jan	\$ 276,685.77	\$ 428,973.53	\$ 381,309.80	8%
Feb	\$ 383,092.08	\$ 387,365.41	\$ 344,324.81	-5%
Mar	\$ 526,374.04	\$ 400,149.40	\$ 355,688.36	7%
1 Q	\$ 1,186,151.89	\$ 1,216,488.34	\$ 1,081,322.97	3%
Apr		\$ 422,439.91	\$ 375,502.14	7%

EAGLE POLICE DEPARTMENT

Calls for Service- 1,020 (May 2018 = 822; May 2017 = 850)

Community Policing- Color Coasters with GEFPD. No DUI Steering Committee's Prom Evening. "Project Lemonade Stands!" School Resource Officer activities with local children.

Events- Ride in Remembrance. Eagle Outside. Bonfire Block Party. Eagle River Jam. Grand Opening of Water Park.

Notes- Your Eagle Police Department continues to observe increased calls for service. When compared to May 2018, EPD responded to additional animal complaints, civil assists, harassment complaints, medical calls and attempt to locate assists. EPD also noted spikes in the number of suspicious occurrence reports, traffic complaints and trespassing reports. Missing juveniles, runaway reports and overdue parties also kept our team busy in May. General customer service calls (i.e. VIN checks, travelers aid and customer assists at the PD) increased as well. EPD also capitalized on focused community oriented policing activities as well as school resource activities, business checks and security patrols. EPD was able to focus a portion of time on general patrol functions, which increased traffic stop activity in areas reported by community members as being problematic. EPD also noted a reduction in the number of suicidal subjects. Parking complaints were lower when compared to May 2018.

"Project Lemonade Stands!" continued this month, as officers found several children selling lemonade and other refreshments along neighborhood sidewalks this month. Community members may also see an officer on occasion playing hoops in our local downtown park with our local kids, when time permits.

Officer J. Huebner represented the Town of Eagle during this year's Eagle County Ride in Remembrance, to honor those first responders who have died in the line of duty. Eric Hill (a longtime volunteer with the Gypsum Fire Department) who passed away in March, was honored for his service, along with six other Eagle County first responders who have died in the line of duty. The ride normally gathers first responders, local motorcyclists and classic car owners for a procession between Freedom Park in Edwards and Donovan Pavilion in Vail, followed by a ceremony to honor the fallen.

Two young boys (pictured above) found a firearm in Eagle and reported the finding to a trusted adult. EPD was advised and responded to investigate. The firearm turned out to be a pellet gun. A few days later, Officer Hinton treated the two boys to ice cream for being good stewards of our community in how they handled their discovery. Nice work!

The Bonfire Block Party kicked off on May 31st with a happy crowd! The concert line-up brought happy locals and guests to our downtown area. Extra Duty patrols were directed to monitor the crowd for any aggressive disorderly behavior and to escort anyone found attempting to disrupt the enjoyment of others out of the venue.

There were a few areas where security had to be supplemented and procedures modified after several patrons were found to have circumvented the promoter's operations. These were corrected for Friday night and Saturday's activities.

There were concerns voiced by staff and business owners regarding notifications and staging, which was managed by Optimum Events. TOE events will put together a post-incident meeting with involved parties to assess and document items which went well and items which may be improved upon for future events of this nature.

While EPD officers prevented a few people from impaired driving following the block party event on Friday night, Eagle River Youth Coalition's donation for bus service and the EPIC Mountain Express shuttle service, along with The Cycle Effect's bicycle valet, seemed to have a significant impact in keeping our roads safe from dangerous impaired drivers! Initial reports have shown that there were no DUI's from EPD officers.

Summary of Investigations and Other Notes of Significance-

Animal. *Owner issued "Potentially Dangerous" order after lose dog reported to be charging aggressively.*

Assist. *EPD assisted with video review and/or collection regarding possible robbery suspects reported seen in Eagle.*

At-Risk Adult. *DHHS opened investigation at request of EPD due to living conditions.*

Attempted Burglary. *Door to a business was found damaged after attempted break in overnight. Under investigation.*

Bicycle Crash. *Intoxicated rider crashed and broke his arm. EMS transported to hospital.*

Bicycle Crash. *Intoxicated rider crashed/unconscious. EMS transported to hospital.*

Burglary. *Tools from storage locker stolen. Under investigation.*

Criminal Impersonation. *Subject arrested and also charged with additional violations.*

Cyber Bullying. *SRO working with school administration.*

Disturbance. *Intoxicated golfer cursing at homeowner.*

Domestic, Burglary, Protection Order. *Assist ECSO look for suspect.*

Domestic, Protection Order Violation. *Subject arrested.*

Domestic. *Under investigation.*

Drugs. *Assist ECSO apprehend subject running on I-70. Subject in psychosis from drug use. Transported to hospital.*

Drugs. *Assist ECSO take combative male high on methamphetamine into custody near Gypsum.*

DUI. *Driver stated he drank five to twelve beers at local bar. High level of liquor. Arrested.*

DUI/Threat. *Intoxicated driver attempted to fight civilian on Chambers. Driver very intoxicated. Arrested.*

DUR. *Three subjects summonsed for DUR offenses.*

Embezzlement. *Employee theft (over 20K) reported to be known. Under investigation.*

Fraud. *Subject was scammed. Game Stop gift cards purchased and mailed.*

Harassment. *Internet exploitation. Originated overseas. Investigation closed.*

Industrial Accident. *Subject's leg was run over by a forklift. EMS transported. Chief said he is doing well (in a cast).*

Intoxicated Adult. *Located at local park. Transported to hospital due to high level of intoxication.*

Intoxicated Adult. *Located at Town Park. Transported to hospital.*

Intoxicated Adult/Theft. *Shoplifting suspect at liquor store located. Summonsed & transported to medical center.*

Intoxicated Adults. *Adult fell down a flight of stairs. Other fell and cut arm. Both transported to the hospital.*

Investigations Continue. *Internet luring of child, missing adult and forgeries from the previous month.*

Juvenile Delinquency. *Officers worked with parent on suggestions to address deviancy and "house rule violations."*

Missing Juvenile. *Search initiated in Eagle for middle schooler who did not return home after school. Located by EPD.*

Runaway. *Juvenile returned home before search was executed.*

Sex Assault. *Under investigation.*

Suicide Threat. *Co-responder model.*

Suicide Threat. *Located by ECSO and transported to medical center.*

Suicide Threat. *Subject located in Eagle. Co-responder model.*

Trespassing. *Adult loitering at hotel and using services was permanently trespassed.*

Unlawful Contact. *Juvenile touched at local park. Local sex offender involved. Warrant issued. Subject arrested.*

Training/Grants- All: LGBTQ Awareness and Firearms Inservice; Chief Staufer and Sgt. Buhlman attended FBI LEEDA- Command Leadership Institute; Ofc. Scriver and SRO Gaspard attended the Daniels College of Business Public Safety Leadership Program; Officers Sanders, Scriver and Gaspard attended bike patrol training class; Our Field Training Officer team attended a refresher course with 5 officers from neighboring jurisdictions, hosted by EPD.

Eagle PD has continued to receive the reimbursements for grant funded equipment and training. In May, we receive just over \$5,000 in reimbursements.

Noteworthy Items-

EPD received funding for a training grant and hosted a regional FTO refresher class this month.

During the Eagle River Park grand opening, a citizen stopped one of our officers on foot patrol and complimented his service. The citizen stated that one of his favorite parts about living in our community is the Eagle Police Department.

When time permitted, EPD stepped-up patrols in the school zones, as warmer weather brought out more bicycles and children walking to school. Our SRO worked with Zealous Schools on bicycle safety after a few reports and an observation by an officer of unsafe bicycle riding across intersections.

EPD continues to be on alert for individuals with warrants who have reportedly moved to the area, or were seen in the area by other agencies and/or intelligence from task force.

EPD continues to focus on engine compression brake and move over monitoring, when time permits.

County Court – Available upon request. **Local and Regional Calls for Service** – Available at Dispatch

ASSISTANT TO THE TOWN MANAGER

- So far this year: wrote applications for \$77,250 in grants; \$16,750 awarded, \$60,000 pending. Researched and assisted organizations in Town to apply for an additional \$265,000 in grants.
- Attended 2020 Census Complete Count Committee meeting May 28th. Eagle County will take the regional lead in census coordination, and I will continue to serve as a local organization contact for non-profits and community organizations in the Town. The next milestone in the census preparation will be hiring address verification help in August-September.

Elevate Eagle Comprehensive Plan and Land Use Code update

- With the recent changes in the community development staff, I am now the Town's project manager for Elevate Eagle, the Comprehensive Plan and Land Use Code update.
- Logan Simpson has audited their progress and budget against the proposed scope of work for both the Comp Plan and Land Use update and presented their findings. We are still on track to fulfill a Comp Plan delivery date of December 2019, and Land Use Code delivery date of Spring, 2020 as initially scheduled, as well as on budget.
- I have coordinated pop-up engagement, online engagement, and print flyers for Elevate Eagle throughout town from May 25th through June 30th. At the end of June, we will shift from discussing Opportunities to identifying important sites in town and reviewing draft frameworks for the presentation of the Comprehensive Plan.
- We are planning citizen committee meetings Monday, July 14th and a Planning and Zoning Commission meeting July 15th to discuss the summary of "opportunities" and draft framework for the Comprehensive Plan.

Economic Vitality and Development Work

- Economic Vitality Commission has been created. First meeting of the commission is scheduled for Tuesday, June 25th. I have arranged for the CEO of Metro Denver EDC, JJ Ament to meet via videoconference with the EVC to discuss best practices, strategy, and a regional approach to Economic Development. JJ was the lead coordinator for Denver's pitch to Amazon HQ2.
- Additional research conducted to understand strategic deployment of broadband for economic development and for smart city infrastructure savings and efficiency. This insight is reflected in the Scope of Work for the Town's Broadband Feasibility Study.

DCI Downtown Assessment and Community Development

- The culminating meeting for the DCI Downtown Assessment and Community development project took place May 13th. We had nearly 70 people in the email notification, 34 attend in-person or online, and 14 folks volunteer to be on a new 501c3 leadership committee to form a local organization and implement catalyst projects identified through the process.
- The first leadership committee meeting is scheduled for Wednesday, June 19th at 3pm. We will review results of the catalyst project survey with 23 responses, discuss 501c3 formation and governing structure, and projects planned for the summer and fall.
- Since the meeting on May 13th, I have had 2 new people reach out about the purchase of property on Broadway and 3 new businesses discuss doing business on Broadway. Additionally, 3 more current property owners have approached me about doing some level of development above and beyond what I was aware of prior to the meeting. A summary document of catalyst sites, infrastructure investment, and new businesses will be assembled for the Board and for the Town at large to demonstrate the activity.

Communications Plan / Website / Social Media

- An initial redesign draft was distributed and discussed among the Communications team, with feedback sent back to Civic Plus to inform a second draft of the Town website redesign.

Alpine Lumber Art Wall on Eby Creek Road

- Selection committee has been chosen, and a date to meet and set design guidelines for the mural project is underway. The next meeting is anticipated to be in late June or early July.

Pool-Ice Rink Recreation Campus Master Plan Process

- Our kickoff meeting with Norris Design took place May 16th. They are doing investigation work on the site, reaching out to stakeholders, and preparing a timeline of outreach and events which will be delivered in Mid-June.

Finance/ Budget 2020 Work

- Capital Improvement budgets had a first review on May 29th. Work is continuing on schedule while Jill is anticipated to be on maternity leave June – Aug.

HUMAN RESOURCES

1. Budget - continue compensation market research for 2020 budget
2. Recruiting 9 positions open in May, 10 to start off June
 - 1 filled for Information Center, Nancy Berg, Host On-Call
 - Checking references for 2 positions
 - Utility Billing and Accounting Specialist (2 finalists)
 - Information Center Host, (to replace Steve Taylor who resigned)
 - Final Interview for Community Development Director scheduled for 6/14/19
3. Policies
 - a. Handbook edits received from CIRSA legal, Brandy and Lynette to Finalize in June for BOT approval late June, early July/August roll out to staff
 - b. Police Pay Practices researched for Budget
4. Risk Management Safety and Work Comp
 - a. CIRSA Administrative Audit received, passed
 - b. Manage 1 Work Comp minor claim
5. Other
 - a. All Employee meeting held 5/6/19, Bi-annual Harassment Training conducted

GENERAL ADMINISTRATION – FINANCE

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID				
	2018	2019	VARIANCE	
JANUARY	258	303	45	17.4%
FEBRUARY	272	254	(18)	-6.6%
MARCH	304	326	22	7.2%
APRIL	299	215	(84)	-28.1%
MAY	260	275	15	5.8%
YEAR TO DATE	1,393	1,373	(20)	-1.4%

Administration

- Administrative Technician: Over 15 applications have been received for the Utility and Accounting Specialist position and interviews will be conducting in June.

Financial

- Audit: Maggard, Hood, & Associates is finalizing the 2018 audit and financials and will be reporting to the Board in June or early July.
- Debt Service: 2016 Sales Tax Revenue Bond Payment - \$113,768.75 (Last Pmt 2046)
2013 Water Fund Revenue Bond Payment - \$22,164.99 (Last Pmt 2024)
- Completed UMB reimbursement Reports for the Sales Tax Capital Improvement Fund for:
 - Mar 2019 - \$174,137.14
 - Apr 2019 - \$341,262.24

Budget:

- Staff met to discuss 2019/2020 Capital Improvement Plan updates
- Personnel requests and reallocations are due from staff in June
- The Board Mini Retreat is scheduled for June 26, 2019
- First draft of revenue projections and fixed costs will be completed by June 26, 2019

Training:

- Ongoing weekly cross training with Senior Accountant and Finance Director
- Cross-training with Finance staff for Utility Billing and Accounting Specialist position

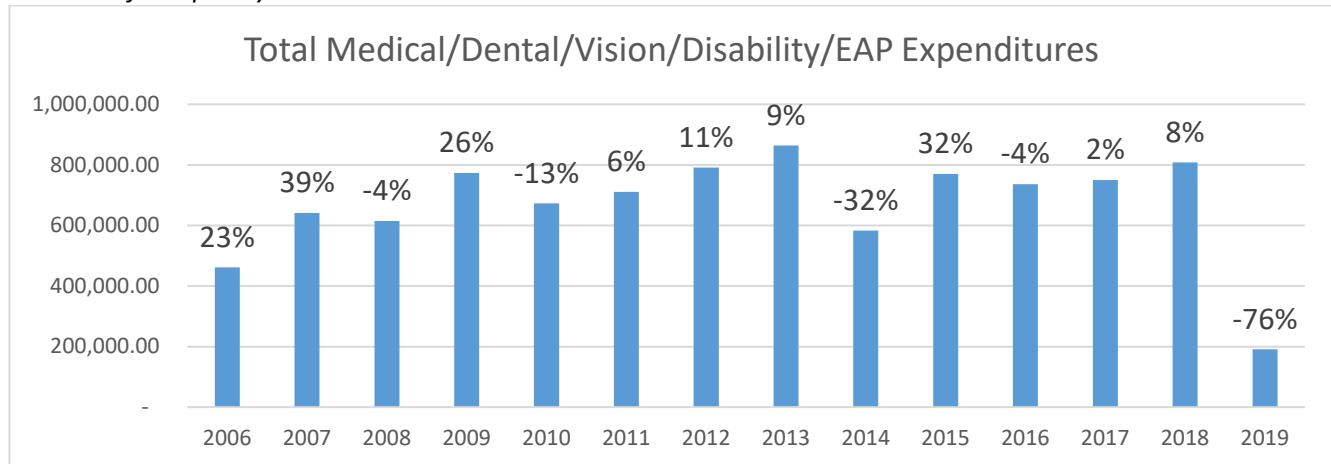
Payroll/HR:

- New Positions:
 - New hire Caselle setup – 3 employees (2 Summer Buildings & Grounds Maintenance Workers and 1 Open Space Trail Tech)
- Retirement:
 - Town contributions were added for 3 employees at their one-year anniversary

Benefits:

- 1st Quarter Health Insurance Meeting – Reports through 4/30/19:
 - Year to Date and Plan Review

Year over year total employee benefit costs to the Town (not including retirement): Please note percentages are variances from prior year.



Average Monthly health insurance costs to the Town per employee (including premiums and claims) – Please note the 2018 and 2019 amount does not include the employee contributions. (Employee Total Contributions: **2018** – \$15,125 & **2019** - \$18,185) Total health insurance premiums are approximately \$30,000 per month. Employees are currently contributing a combined \$3,875 (12.9%) per month toward medical and dental premiums. This is up from 5.25% in 2018.

Average Monthly MEDICAL Cost to Town						
	2014	2015	2016	2017	2018	2019
Single	672.44	\$ 789.33	\$ 734.74	\$ 756.69	\$ 637.52	\$ 606.02
%Change from PY		17%	-7%	3%	-16%	-5%
Family *	\$ 1,748.36	\$ 2,052.26	\$ 1,910.34	\$ 1,967.40	\$ 1,657.56	\$ 1,575.66
%Change from PY		17%	-7%	3%	-16%	-5%
* assuming Family at 2.6 Times the Single cost						

% of Claims Paid by Employee – The Town has been able to keep the percentage employees pay for claims down due to the plan design. Over the last six years the Town has slowly been adjusting the plan design in efforts to increase this percentage and redirect spending to increased wages and new positions. Per Benefit Health Advisors, on average, organizations see this percentage between 20% – 25%. 2018 was an anomaly with one significant claim (covered by our stop loss insurance).

EMPLOYEE % OF CLAIMS PAID						
YEAR	YE 2014	YE 2015	YE 2016	YE 2017	YE 2018	2019 through 4/30
%	10.1%	8.3%	9.2%	12.6%	3.9%	14.5%
* Percentage will decrease toward the end of the year as employees hit deductibles and stop loss amounts						

Utilities:

- New Accounts Setup – **2**
- Property Transfers – **14**
- Trash Audit: The 2nd quarter trash audit was completed by Vail Honeywagon – Staff has made audit adjustments in Billing and sent letters to customers notifying them of any adjustments

INFORMATION CENTER

Visitors:

- 1871 visitors signed in at the Visitor Center
 - 44% decrease from May 2018
 - The decrease in visitors may be due to River Park construction, “Rest Area” Signage Removal, and other unknown factors.
 - With opening of river park, parking may be a problem for our guests, however, may increase visitors to the info center

VISITOR NUMBERS

2015		2016		2017		2018		2019	
Month	# of guests	Month	# of guests	Month	# of guests	Month	# of guests	Month	# of guests
Jan	597	Jan	906	Jan	680	Jan	835	Jan	333
Feb	753	Feb	866	Feb	878	Feb	849	Feb	509
Mar	1,508	Mar	2,071	Mar	2,161	Mar	1,645	Mar	894
April	1,808	April	2,422	April	2,599	April	1,390	April	927
May	2,932	May	4,434	May	3,774	May	3,340	May	1,871
June	4,647	June	5,794	June	4,784	June	5,617	June	
6 month total	12,245	6 month total	16,493	6 month total	14,876	6 month total	13,676	6 month total	4,534
July	5,200	July	6,641	July	4,412	July	2,286	July	
August	4,220	August	5,233	August	4,167	August	1,432	August	
Sept	3,588	Sept	5,227	Sept	3,891	Sept	1,335	Sept	
Oct	1,981	Oct	3,575	Oct	2,751	Oct	1,111	Oct	
Nov	983	Nov	1,620	Nov	1,397	Nov	649	Nov	
Dec	866	Dec	1,170	Dec	1,163	Dec	581	Dec	
6 month total	16,838	6 month total	23,466	6 month total	17,781	6 month total	7,394	6 month total	0
Annual Total	29,083	Annual Total	39,959	Annual Total	32,657	Annual Total	21,070	Annual Total	4,534
		Year over Year Change	37%	Year over Year Change	-18%	Year over Year Change	-35%	Year over year Through May	-44%

Referrals:

- There were 73 referrals made to local businesses, up from last month, we are all working on continuing to increase this number
 - 29% decrease from May 2018 –and a 47% decrease year to date over last year which corresponds to drop in visitor numbers

REFERRALS MADE TO LOCAL BUSINESSES

YEAR	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL	Year over Year Change
2015							94	119	89	92	23	29	446	
2016	29	28	82	59	153	165	185	170	157	126	77	21	1,252	181%
2017	17	41	111	128	117	132	169	136	237	94	122	41	1,345	7%
2018	47	55	85	90	99	185	96	57	100	66	55	21	956	-29%
2019	32	28	12	55	73								200	-47%

Revenue:

Sales were \$ 12,357.00

- 45% decrease from May 2018 – corresponds to drop in visitor numbers

EAGLE INFORMATION CENTER REVENUE COMPARISON

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	\$3,735	\$4,675	\$6,831	\$9,180	\$14,113	\$22,980	\$21,960	\$21,659	\$20,198	\$12,606	\$7,468	\$6,976	\$152,381
2013	3,938	3,565	7,478	9,407	17,338	23,131	24,266	19,395	19,522	11,294	6,614	7,314	153,262
	5%	-24%	9%	2%	23%	1%	11%	-10%	-3%	-10%	-11%	5%	1%
2014	2,960	3,280	4,056	9,381	17,279	21,467	21,436	20,178	19,735	12,838	6,829	10,883	150,322
	-25%	-8%	-46%	0%	0%	-7%	-12%	4%	1%	14%	3%	49%	-2%
2015	5,461	5,454	11,327	12,977	24,261	30,321	37,186	31,533	25,678	20,771	9,665	13,128	227,762
	84%	66%	179%	38%	40%	41%	73%	56%	30%	62%	42%	21%	52%
2016	6,251	5,199	12,411	15,705	24,972	34,688	39,160	31,997	32,411	22,300	10,364	11,728	247,186
	14%	-5%	10%	21%	3%	14%	5%	1%	26%	7%	7%	-11%	9%
2017	4,772	6,492	14,448	15,930	24,435	30,289	32,217	29,178	27,441	19,812	11,169	14,083	230,266
	-24%	25%	16%	1%	-2%	-13%	-18%	-9%	-15%	-11%	8%	20%	-7%
2018	5,049	6,281	13,080	11,417	22,525	33,115	16,137	15,678	11,083	9,178	6,306	10,945	160,794
	6%	-3%	-9%	-28%	-8%	9%	-50%	-46%	-60%	-54%	-44%	-22%	-30%
2019	3,313	4,862	6,501	7,027	12,357								34,060
	-34%	-23%	-50%	-38%	-45%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-42%

Consignors:

- There have been many changes in consignors. I have spent the month updating consignment agreements that were from 2012. I will have a completed updated, current list by July. We had approximately 30 and presently we have received new W-9 and new forms from about 10.

Lower Basin Water Treatment Plant

Project Progress Report – June 4, 2019

SAFETY

Total manhours worked to date = 20,401

Health, Safety, and Environmental Incidents			
Incident Type	Details	Total Incidents in the Period	Total To Date
Health & Safety	None for reporting period	0	1
Environmental	None for reporting period	0	0
Community	None for reporting period	0	0

SCHEDULE

Project schedule update provided to team on May 30, 2019

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

PROJECT FINANCIALS

Payment Application #10 submitted and approved on May 20, 2019

Preconstruction Contract Amount	\$638,062
Original Construction Contract Amount	\$22,938,752
Change Orders Approved to Date	\$107,441
Current Contract Amount	\$23,684,255
Forecast Cost At Complete	\$23,684,255
Change Orders Approved to Date	3
Payment Applications Submitted	10
Amount Billed to Date	\$5,173,300

PROJECT UPDATE SUMMARY

- Continued forming, installing rebar and placing concrete for Treatment Building Walls
- Started forming, placing rebar for footers at Drying Beds
- Started masonry on Raw Water Pump Station

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Continue forming, installing rebar and placing concrete for Treatment Building Walls
- Begin forming, installing rebar and placing concrete for Treatment Building Floor Decks
- Install joists and decking for Raw Water Pump Station roof
- Continue masonry on Raw Water Pump Station

PROJECT PHOTOS – SEE NEXT PAGE

PROJECT PHOTOS

Treatment Building Interior Structure 5/29/19



Raw Water Pump Station Masonry 5/29/19





**Town Board of Trustees
Tuesday, May 28, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

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

TRUSTEES PRESENT

Anne McKibbin, Mayor
Scott Turnipseed
Kevin Brubeck, Mayor Pro Tem
Paul Witt
Andy Jessen

TRUSTEES ABSENT

Mikel "Pappy" Kerst
Matt Solomon

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Administrative Assistant
Carrie McCool Interim Town Planner
Jill Kane, Finance Director/Treasurer
Bryon McGinnis, Public Works Director
Joey Staufer, Police Chief
Jeremy Gross, Marketing and Events Manager

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

Roll call was taken. Trustees Solomon and Kerst were absent.

ADOPTION OF AGENDA

Mayor McKibbin noted that agenda was amended and includes an intent of notice to award under new business.

OPEN PUBLIC HEARINGS

Mayor McKibbin opened the following public hearings: Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02 and Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02. Both hearings were opened for one hour. There was no public comment for these items. (6:03 p.m.)

Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02

Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02

PUBLIC COMMENT

Paul Gorbald 95 West Doublehitch - expressed concerns regarding the expansion and development in the Town of

Eagle. Specifically, the anticipated significant increase in traffic volumes in the Town with the projects being approved and presented. Requested presentations from the Town on traffic issue. Requested that the town staff or board provide a public plan of what the infrastructure and impacts will be and advise the residents what those impacts are. Mayor McKibbin stated that the traffic studies are available from staff and all projects will have them. Mr. Gorbald commented that it is hard to get information staff in a consistent manner.

CONSENT AGENDA

Board Comments: Mayor McKibbin and Trustee Turnipseed stated they will abstain from voting on the Minutes from March 14, 2019.

MOTION: Trustee Kevin Brubeck motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 3 in favor and 0 opposed. (McKibbin and Turnipseed abstained

1. Minutes
2. Resolution 27-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Plat For Creekside Lofts Condominiums Phase 3
3. Resolution 28-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Townhouse Plat For Soleil Homes At Brush Creek Filing 2, Phase 1

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update

Brandy presented highlights from her report including notice that the Eagle County Loan Fund will come to the Town Board in July to make a request for funds toward the housing department fund. The County will match \$250K to all contributions received. Requested discussion items for the mini retreat facilitated by Tim Gagen on June 26. A draft agenda is forthcoming. We will host a Home Rule round table on June 17th at 5:30 at Town Hall. All participants have been confirmed.

Board Comments: requested additional financial reports showing year to date prior period comparisons. Also requested water expenditures and revenues.

PUBLIC HEARING - QUASI JUDICIAL HEARING

1. 717 Sylvan Lake Building Condominium Plat - File # CT19-01

Mayor opened File#CT19-01 717 Sylvan Lake Building Condominium Plat.

Carrie McCool presented this item outlining the standards for approval.

Board Comments: inquired as to how the building will address the common maintenance and exterior. Rick

Pylman stated they will have an owners association to address those. The Eagle Ranch Commercial Condo Association will continue to take care of that.

Mayor McKibbin opened File#CT19-01 for public comment. There was no public comment. Public comment was closed.

MOTION: Trustee Kevin Brubeck motioned to find that the application substantially meets the standards for approval, and moved to APPROVE Sylvan Lake Condominium Plat with the following conditions: 1) Minor errors or omissions on the plat identified by the Town Engineering and Public Works Departments, Town Attorney, and the Town's 3rd Party Surveyor require correction prior to filing. 2) The title and references of "preliminary plat" shall be removed. 3) Land use summary shall be revised to include square footages per unit. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

- a. Resolution 29-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Plat For Sylvan Lake Building Condominiums

MOTION: Trustee Andy Jessen motioned to Approve Resolution 29-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Plat For Sylvan Lake Building Condominiums. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

2. Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02. *(Request for Continuance)*

- a. OPEN PUBLIC HEARING

- b. EXECUTIVE SESSION: Executive Session pursuant to C.R.S. sections 24-6-402(4)(b) and (e) to receive legal advice on specific legal questions, and to develop a strategy and instruct negotiators regarding Red Mountain Ranch annexation agreement.

There was no Executive Session for this item.

- c. CLOSE PUBLIC HEARING

With no public comment, Mayor McKibbin closed the Public Hearing at 7:03 p.m.

MOTION: Trustee Scott Turnipseed motioned to Continue File# AN17-01/ PUD18-01 and S18-02 - Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan. to the June 11, 2019 Town Board Meeting. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

3. Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02. *(Request for Continuance)*

- a. OPEN PUBLIC HEARING

This item remained open until 7:03 p.m.

- b. EXECUTIVE SESSION: Executive Session pursuant to C.R.S. sections 24-6-402(4)(b) and (e) to receive legal advice on specific legal questions, and to develop a strategy and instruct negotiators regarding Reserve at Hockett Gulch

Annexation Agreement and Planned Unit Development.

There was no Executive Session for this item.

c. CLOSE PUBLIC HEARING

With no public comment, Mayor McKibbin closed the Public Hearing at 7:03 p.m.

MOTION: Trustee Paul Witt motioned to Continue File#: AN 18-01 and PUD18-02 Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights). Motion was seconded and with a vote of 5 in favor and 0 opposed.

OLD BUSINESS - NONE

NEW BUSINESS

1. Recommendation of Notice of Intent to Award - Waste Water Treatment Plant Roof Replacement to Horizon Roofing for \$373,035.00 (*Contract will be presented on June 11, 2019*)

Brandy Reitter presented this item. Staff is not requesting approval of the contract, only the intent to award. This is for the wastewater treatment plant roof that was heavily damaged last year. Bids came in lower than original estimates. Bryon McGinnis stated they received four bids. This work will carry a 30 year warranty. The contract will be presented at the June 11th meeting. Horizon did our Town Hall roof last year and staff was satisfied with their work as they are familiar with this type of roofing.

MOTION: Trustee Paul Witt motioned to Approve the Notice of Intent to Award to Horizon Roofing for the Waste Water Treatment Plan Roof Replacement in the amount of \$382,845.00 and authorized the Mayor to sign. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

Trustee Jessen requested that the town look at solar options when these types of projects come up.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

1. Conservation Colorado Request

Mayor McKibbin asked if the board was interested in expressing an opinion regarding the request from Conservation Colorado. Board gave permission to Mayor to support individually and not on behalf of the Board.

2. NWCCOG Meeting Summary

Brandy provided an update on THOR broadband discussion. Comcast may be interested in leasing our equipment and we are continuing our conversation regarding a franchise agreement with the Town. Anticipating draft for the Board in June. Board urged the conversation to continue and work with them on an agreement.

Everyone had a great time at the River Park ribbon cutting and River Jam. Thanked Jeremy and town staff for this event. Staff was also thanked for work on Bonfire Block Party preparations.

The employee handbook will be presented in June to the Town Board for review and approval.

Brandy reminded the Board that CML Conference is coming up and the budget allows for members to attend.

Trustee Brubeck reminded everyone that Holy Cross will host an open house and meet the candidates at the Brush Creek Pavilion.

Trustee Jessen provided his thoughts on decrease in revenue at the Info Center and its correlation to the truck parking being removed. Jeremy will provide additional information to the board from the tourism office on visitor centers and ideas for this location.

Jeremy confirmed that we have ordered a highway sign for CDOT to put up for the river park.

ADJOURN – 7:05 PM

Meeting was Adjourned at 7:05 p.m.

**BILL SCHEDULE
MAY 2019**

GENERAL FUND

General Government

Meritain Health	Health Insurance	\$ 374.41	1050143
Triad EAP	Employee Assistance Program	10.58	1050143
Amazon Marketplace	Office Supplies	9.19	1050210
Cintas Corporation	Office Supplies	13.43	1050210
Verizon Wireless, Bellevue	Utility Services	52.60	1050340
Hoffman, Parker, Wilson & Carberry PC	Legal	2,649.50	1050351
Executech Utah LLC	Computer Support	274.21	1050362
Aspen Parking Garage	Travel Expense	10.00	1050371
Conner, Kathleen	Travel Expense	447.00	1050371
Limelight Hotel	Travel Expense	(2.11)	1050371
Shrum, Bill	Travel Expense	59.43	1050371
Brush Creek Saloon	Meeting Expense	88.75	1050372
Costco	Meeting Expense	66.53	1050372
King Soopers Customer Charges	Meeting Expense	26.96	1050372
Red Canyon Café	Meeting Expense	450.20	1050372
Colorado Municipal League	Tuition & Books	71.00	1050380
Art Management & Planning Associates Inc	Contract Payments	680.00	1050395
PR Studio	Contract Payments	1,500.00	1050395
Bravo! Vail Valley Music Festival	Community Request	200.00	1050915
Novak, Tara	Community Request	1,000.00	1050915
Total General Government		\$ 7,981.68	

General Administration

Cash	Register Drawer-Eagle Outside Fest	\$ 200.00	0110520
Christopher Armstrong	Utility Refund	12.16	0110750
Lemley, Richard	Utility Refund	101.31	0110750
Eagle County Clerk & Recorder	Other Prepaid Expenses	1,000.00	1014195
Wagner Equipment Co	Prepaid Equipment Lease	1,200.00	1014195
Hartford, The	Disability Insurance	1,490.29	1022260
Meritain Health	Health Insurance	30,943.13	1022260
MetLife	Vision Insurance	1,227.22	1022260
Alejandro Hernandez	Facility Usage Deposit Refund	375.00	1022520
Alpine Painting & Custom Finishes	Facility Usage Deposit Refund	375.00	1022520
Blanco, Yolanda	Facility Usage Deposit Refund	375.00	1022520
Esparza, Lina	Facility Usage Deposit Refund	550.00	1022520
Esparza, Lina	Facility Usage Deposit Refund	375.00	1022520
Lince, Mayra	Facility Usage Deposit Refund	675.00	1022520
Lovato, Michael	Facility Usage Deposit Refund	750.00	1022520
Sanchez, Martha	Facility Usage Deposit Refund	750.00	1022520
Vanessa Caranese	Facility Usage Deposit Refund	600.00	1022520
Wynton Homes	Plan Check Fee Overpayment Refund	1,511.81	1043220
Eagle Municipal Court	Misc Parking Ticket Payment	65.00	1043670
Meritain Health	Health Insurance	915.07	1051143
Triad EAP	Employee Assistance Program	25.79	1051143
Amazon Marketplace	Office Supplies	81.92	1051210
Cintas Corporation	Office Supplies	76.11	1051210
Gaiam	Office Supplies	32.89	1051210
Sandy's Office Supply	Office Supplies	21.30	1051210
USPS	Communication & Transportation	7.00	1051310
Colorado Mtn. News Media	Legal Notices	623.13	1051320
Mail Chimp	Dues & Subscriptions	75.00	1051330

General Administration (Cont.)

Chase Paymentech	CC Transaction Fees	\$ 1,239.61	1051345
Xpress Bill Pay	CC Transaction Fees	612.52	1051345
Caselle, Inc.	Computer Support	2,089.00	1051362
Executech Utah LLC	Computer Support	601.87	1051362
Forward Tech Solutions, LLC	Computer Support	532.51	1051362
Keystone Reservation	Travel Expense	(50.00)	1051371
US Bank Equipment Finance	Copier Contract	374.70	1051395
Cirsa	Pavilion Insurance	570.11	1051515
Total General Administration		\$ 50,404.45	

Community Development

Meritain Health	Health Insurance	\$ 748.83	1052143
Triad EAP	Employee Assistance Program	28.20	1052143
Amazon Marketplace	Office Supplies	43.01	1052210
Certified Mail Envelope	Office Supplies	34.95	1052210
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies	11.98	1052231
Colorado Mtn. News Media	Legal Notices	136.28	1052320
International Code Council	Dues & Subscriptions	135.00	1052330
Verizon Wireless, Bellevue	Utility Services	120.49	1052340
Colorado Mtn. News Media	Personnel Services	1,184.22	1052343
Logan Simpson	Professional Services	8,726.25	1052347
McCool Development Solutions, LLC	Professional Services	16,810.00	1052347
Certified Mail Envelope	Planning Reimbursable	366.30	1052350
Garfield & Hecht, P.C.	Planning Reimbursable	5,287.50	1052350
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	9,275.00	1052350
Mott MacDonald	Planning Reimbursable	682.50	1052350
Quenon Engineering And Surveying	Planning Reimbursable	1,550.00	1052350
Resource Engineering Inc	Planning Reimbursable	7,666.07	1052350
Hoffman, Parker, Wilson & Carberry PC	Legal	2,086.50	1052351
Executech Utah LLC	Computer Support	517.08	1052362
Zoom.Us	Computer Support	14.99	1052362
Red Canyon Café	Meeting Expense	52.90	1052372
Neogov	Personnel Services	175.00	1052373
Safebuilt Inc.	Contract Services	1,260.00	1052378
US Bank Equipment Finance	Copier Contract	374.70	1052395
Total Community Development		\$ 57,287.75	

Municipal Court

Meritain Health	Health Insurance	\$ 37.44	1053143
Triad EAP	Employee Assistance Program	8.09	1053143
Colorado Mtn. News Media	Legal Notices	38.17	1053320
Carlson & Carlson, Attorneys At Law PC	Legal	1,500.00	1053351
Executech Utah LLC	Computer Support	22.50	1053362
Johnson, Erik A.	Travel Expense	38.00	1053371
Ace Security And Safety Services LLC	Contract Services	96.00	1053395
High Country Copiers	Copier Contract	4.80	1053395
Total Municipal Court		\$ 1,745.00	

Streets

Meritain Health	Health Insurance	\$ 1,173.16	1054143
Triad EAP	Employee Assistance Program	31.38	1054143
King Soopers Customer Charges	Office Supplies	6.39	1054210
Quill Corporation	Office Supplies	74.62	1054210
Alpine Lumber Co.	Repair & Maintenance Supplies	57.74	1054230
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	270.77	1054230
Lawson Products	Repair & Maintenance Supplies	86.19	1054230

Streets (Cont.)

Mid-American Research Chemical	Repair & Maintenance Supplies	\$ 273.00	1054230
Oldcastle SW Group Inc	Repair & Maintenance Supplies	444.87	1054230
PST Enterprises, Inc	Repair & Maintenance Supplies	614.46	1054230
United Rentals (North America) Inc	Repair & Maintenance Supplies	1,477.69	1054230
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies	882.61	1054230
Wylaco Supply Co	Repair & Maintenance Supplies	947.24	1054230
All State Communications	Vehicle Repair & Maintenance Supplies	500.00	1054231
Gypsum Eagle Ace Hardware	Vehicle Repair & Maintenance Supplies	7.59	1054231
Macdonald Equipment	Vehicle Repair & Maintenance Supplies	189.46	1054231
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies	449.46	1054231
Rifle Truck & Trailer	Vehicle Repair & Maintenance Supplies	6,330.00	1054231
Wylaco Supply Co	Vehicle Repair & Maintenance Supplies	31.24	1054231
Collett Enterprises	Gas & Oil	1,543.05	1054232
PST Enterprises, Inc	Gas & Oil	44.67	1054232
Gypsum Eagle Ace Hardware	Communication & Transportation	10.84	1054310
Lawson Products	Communication & Transportation	11.99	1054310
MacDonald Equipment	Communication & Transportation	23.36	1054310
Mid-American Research Chemical	Communication & Transportation	14.18	1054310
PST Enterprises, Inc	Communication & Transportation	14.62	1054310
Colorado Mtn. News Media	Legal Notices	190.41	1054320
AllData	Dues & Subscriptions	1,500.00	1054330
Holy Cross Energy	Utility Services	2,305.89	1054340
Verizon Wireless, Bellevue	Utility Services	88.78	1054340
Mountain Careers.Com	Professional Services	29.75	1054347
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	30.00	1054360
Rifle Truck & Trailer	Repair & Maintenance Services	2,780.00	1054360
Safety-Kleen Corp.	Repair & Maintenance Services	282.42	1054360
United Electric, Inc.	Repair & Maintenance Services	332.50	1054360
Wylaco Supply Co	Repair & Maintenance Services	85.00	1054360
Executech Utah LLC	Computer Support	172.93	1054362
Wagner Equipment Co	Winter Snow Equip Rental	13,800.00	1054367
Fred Pryor Careertrack	Tuition & Books	25.60	1054380
Colorado Mountain Medical	CDL Testing	257.00	1054390
Eagle Valley Medical Center	CDL Testing	162.00	1054390
The Compliance Alliance, Inc	CDL Testing	125.00	1054390
Total Streets		\$ 37,677.86	

Public Safety

Meritain Health	Health Insurance	\$ 3,045.23	1055143
Triad EAP	Employee Assistance Program	84.25	1055143
Costco	Equipment	171.80	1055210
Amazon Marketplace	Vehicle Repair & Maintenance Supplies	183.61	1055231
Performance Automotive Center	Vehicle Repair & Maintenance Supplies	8.04	1055231
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies	499.07	1055231
PST Enterprises, Inc	Gas & Oil	41.04	1055232
Vail Valley Interpreters	School Resource Officer Supplies	128.00	1055234
Federal Express Corp.	Communication & Transportation	18.22	1055310
Kustom Signals	Communication & Transportation	40.00	1055310
Colorado Mtn. News Media	Legal Notices	190.41	1055320
Natl Assoc. Of School Resource Officers	Dues & Subscriptions	40.00	1055330
AT&T Mobility	Utility Services	166.42	1055340
Mountain Careers.Com	Professional Services	29.75	1055343
Hoffman, Parker, Wilson & Carberry PC	Legal	175.50	1055351
Kustom Signals	Repair & Maintenance Services	115.00	1055360
Performance Automotive Center	Repair & Maintenance Services	222.00	1055360
White Water Express Carwash	Repair & Maintenance Services	86.40	1055360

Public Safety (Cont.)

Executech Utah LLC	Computer Support	\$	199.40	1055362
Comfort Inn & Suites	Training & Travel/Grants		104.56	1055371
Quality Inn & Suites	Travel Expense		120.60	1055371
Sleep Inn & Suites	Travel Expense		555.75	1055371
Texas Roadhouse	Travel Expense		39.98	1055371
Torchy's Tacos	Travel Expense		35.25	1055371
Stout House	Meeting Expense		7.70	1055372
Building Warriors Inc	Training & Travel-Grants		360.00	1055379
Comfort Inn & Suites	Training & Travel/Grants		104.56	1055379
Mindful Badge	Tuition & Books		(165.00)	1055379
High Country Copiers	Copier Contract		43.23	1055395
River Bridge Regional Center, Inc	Contract Payments		400.00	1055395
Cirsa	Insurance		2,500.00	1055510
Total Public Safety		\$	9,550.77	

Buildings & Grounds

Meritain Health	Health Insurance	\$	936.03	1056143
Triad EAP	Employee Assistance Program		24.67	1056143
King Soopers Customer Charges	Office Supplies		6.39	1056210
Quill Corporation	Office Supplies		74.62	1056210
Alpine Lumber Co.	Repair & Maintenance Supplies		361.43	1056230
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies		389.16	1056230
G & S Tool Clinic, LLC	Repair & Maintenance Supplies		80.91	1056230
G H Daniels III & Associates	Repair & Maintenance Supplies		34.75	1056230
Grand Junction Pipe & Supply	Repair & Maintenance Supplies		539.61	1056230
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies		263.84	1056230
PST Enterprises, Inc	Repair & Maintenance Supplies		32.50	1056230
Van Diest Supply Co	Repair & Maintenance Supplies		1,964.50	1056230
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies		270.75	1056231
Collett Enterprises	Gas & Oil		296.90	1056232
G & S Tool Clinic, LLC	Minor Equipment		655.98	1056235
Supply Works	Janitorial Supplies		1,226.10	1056240
Grand Junction Pipe & Supply	Communication & Transportation		50.00	1056310
PST Enterprises, Inc	Communication & Transportation		22.73	1056310
Colorado Mtn. News Media	Legal Notice-Mechanic & Custodian		384.91	1056320
Black Hills Energy	Utility Services		1,887.13	1056340
Century Link	Utility Services		1,467.66	1056340
Holy Cross Energy	Utility Services		2,949.72	1056340
Verizon Wireless, Bellevue	Utility Services		52.60	1056340
Mountain Careers.Com	Professional Services		267.75	1056343
Jerry-master Janitorial	Janitorial Contract		2,158.00	1056358
Orkin - Grand Jct. Adm Ctr.	Repair & Maintenance Services		275.00	1056360
Rick McCoy Plumbing	Repair & Maintenance Services		100.00	1056360
Shadey Deals, Inc.	Repair & Maintenance Services		150.00	1056360
Skyline Mechanical, Inc.	Repair & Maintenance Services		245.00	1056360
Sno-White Linen Rental	Repair & Maintenance Services		172.73	1056360
Tri County Fire Protection Inc	Repair & Maintenance Services		70.00	1056360
Vail Honeywagon	Repair & Maintenance Services		378.00	1056360
Venzor Carpet Cleaning	Repair & Maintenance Services		375.84	1056360
Executech Utah LLC	Computer Support		163.09	1056362
Fred Pryor Careertrack	Tuition & Books		25.60	1056380
G H Daniels III & Associates	Contract Payments		9,800.00	1056395
Total Buildings & Grounds		\$	28,153.90	

Information Center

Triad EAP	Employee Assistance Program	\$	35.25	1057143
Office Max	Office Supplies		58.50	1057210
2 Dog Hill	Supplies - Consignment		84.00	1057250
Alida's Fruits	Supplies For Resale		84.22	1057250
American Legacy Products, Inc.	Supplies For Resale		195.16	1057250
Colorado Candy Kitchen	Supplies For Resale		521.56	1057250
Colorado Food Showroom	Supplies For Resale		198.33	1057250
High Country Candles	Supplies For Resale		246.00	1057250
King Soopers Customer Charges	Supplies For Resale		33.20	1057250
Magpie Screen Printing & Embroidery	Supplies For Resale		201.11	1057250
Meadow Gold Grand Junction	Supplies For Resale		137.04	1057250
Mike Luark	Supplies For Resale		540.00	1057250
Derived From Nature	Supplies - Consignment		39.60	1057251
Eagle County Historical Society	Supplies - Consignment		98.53	1057251
Fried, Mickey	Supplies - Consignment		84.00	1057251
Horn, Rena	Supplies - Consignment		12.00	1057251
Nature's Details Photography	Supplies - Consignment		208.50	1057251
New Song Corporation	Supplies - Consignment		110.99	1057251
Pamela Saden	Supplies - Consignment		369.75	1057251
Pinyon J	Supplies - Consignment		3.75	1057251
Pocadot	Supplies - Consignment		5.20	1057251
Ramey, Corkie	Supplies - Consignment		3.25	1057251
Rick Olsen	Supplies - Consignment		3.38	1057251
Selcke, Jim	Supplies - Consignment		20.25	1057251
Williams, Sam	Supplies - Consignment		22.50	1057251
Colorado Department Of Revenue	Sales Tax		602.65	1057255
Executech Utah LLC	Computer Support		137.94	1057362
Total Information Center		\$	4,056.66	

Marketing & Events

Meritain Health	Health Insurance	\$	249.61	1058143
Triad EAP	Employee Assistance Program		7.76	1058143
Costco	Office Supplies		139.99	1058210
Spotify	Dues & Subscriptions		10.98	1058330
Verizon Wireless, Bellevue	Utility Services		52.51	1058340
Executech Utah LLC	Computer Support		71.03	1058362
Elevation Outdoors	Media		620.00	1058370
Further Faster Media, LLC	Media		14,909.39	1058370
Eventbrite Success Awards	Travel Expense		80.00	1058371
Town Of Vail Parking	Travel Expense		20.00	1058371
PR Studio	Public Relations		2,500.00	1058376
Further Faster Media, LLC	Contract Service		8,600.00	1058395
10Th Mountain Roller Dolls	Events		500.00	1058400
Endurance Race Series	Events		375.00	1058400
American Carnival Mart	Event Production		1,177.00	1058410
Batson's Corner Store	Event Production		137.25	1058410
City Market	Event Production		25.11	1058410
Costco	Event Production		125.36	1058410
Loaf N Jug	Event Production		7.77	1058410
Ragan, John	Event Production		700.00	1058410
Walmart	Event Production		35.31	1058410
Total Marketing & Events		\$	30,344.07	

Engineering

Meritain Health	Health Insurance	\$	507.54	1059143
Triad EAP	Employee Assistance Program		14.37	1059143
King Soopers Customer Charges	Office Supplies		6.39	1059210
Quill Corporation	Office Supplies		128.85	1059210
Verizon Wireless, Bellevue	Utility Services		164.97	1059340
Hoffman, Parker, Wilson & Carberry PC	Legal		78.00	1059351
Executech Utah LLC	Computer Support		142.30	1059362
Fred Pryor Careertrack	Tuition & Books		25.60	1059380
Total Engineering		\$	1,068.02	

TOTAL GENERAL FUND**\$ 228,270.16****CAPITAL IMPROVEMENTS FUND**

Bossung, Seth	Use Tax Refund	\$	5,793.09	3143086
Calton, Brady	Use Tax Refund		1,090.82	3143086
TOTAL CAPITAL IMPROVEMENTS FUND		\$	6,883.91	

WASTE WATER FUND

Meritain Health	Health Insurance	\$	1,258.86	5158143
Triad EAP	Employee Assistance Program		34.85	5158143
Western Slope Supplies Inc	Office Supplies		22.35	5158210
EPA Sales	Repair & Maintenance Supplies		237.84	5158230
Fastenal Company	Repair & Maintenance Supplies		344.22	5158230
Grand Junction Pipe & Supply	Repair & Maintenance Supplies		(29.88)	5158230
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies		189.19	5158230
Nordic Refrigeration	Repair & Maintenance Supplies		140.81	5158230
Underground, Inc.	Vehicle Repair & Maintenance Supplies		357.00	5158231
EPA Sales	Communication & Transportation		24.11	5158310
Federal Express Corp.	Communication & Transportation		166.89	5158310
NexTrust Inc	Communication & Transportation		342.55	5158310
Underground, Inc.	Communication & Transportation		15.30	5158310
Western Slope Supplies Inc	Communication & Transportation		3.50	5158310
Colorado Mtn. News Media	Legal Notices		100.89	5158320
Black Hills Energy	Utility Services		2,948.46	5158340
Holy Cross Energy	Utility Services		9,952.64	5158340
Verizon Wireless, Bellevue	Utility Services		52.60	5158340
Mountain Careers.Com	Professional Services		11.90	5158347
Veris Environmental LLC	Sludge Disposal		1,653.87	5158356
Browns Hill Engineering	Repair & Maintenance Services		261.30	5158360
Nordic Refrigeration	Repair & Maintenance Services		321.00	5158360
Executech Utah LLC	Computer Support		250.37	5158362
Eagle River Water & Sanitation District	Testing & Permits		2,410.00	5158366
SGS North America Inc	Testing & Permits		1,021.84	5158366
Fred Pryor Careertrack	Tuition & Books		25.60	5158380
Sutherland, Steve	Tuition & Books		115.00	5158380
Cummins Rocky Mtn LLC	Contract Payments		2,430.00	5158395
TOTAL WASTE WATER FUND		\$	24,663.06	

WATER FUND

Meritain Health	Health Insurance	\$	2,584.74	5259143
Triad EAP	Employee Assistance Program		40.76	5259143
King Soopers Customer Charges	Office Supplies		6.39	5259210
Quill Corporation	Office Supplies		74.63	5259210
DPC Industries, Inc.	Operating Supplies		190.00	5259220
Labgenome.Com	Operating Supplies		155.72	5259220
360 Civil, Inc.	Repair & Maintenance Supplies		1,531.52	5259230

WATER FUND (Cont.)

Browns Hill Engineering	Repair & Maintenance Supplies	\$ 947.52	5259230
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	553.99	5259230
Oldcastle SW Group Inc	Repair & Maintenance Supplies	3,928.30	5259230
Wylaco Supply Co	Repair & Maintenance Supplies	28.65	5259230
Core & Main LP	Meters & Related Items for Resale	965.00	5259250
Browns Hill Engineering	Communication & Transportation	14.45	5259310
Federal Express Corp.	Communication & Transportation	27.28	5259310
NexTrust Inc	Communication & Transportation	342.55	5259310
Colorado Mtn. News Media	Legal Notices	114.25	5259320
AmeriGas	Utility Services	1,908.13	5259340
Holy Cross Energy	Utility Services	6,267.61	5259340
Verizon Wireless, Bellevue	Utility Services	157.52	5259340
Brendle Group Inc	Professional Services	2,728.75	5259347
Mountain Careers.Com	Professional Services	17.85	5259347
Garfield & Hecht, P.C.	Legal	489.84	5259351
Resource Engineering Inc	Engineering	887.50	5259354
360 Civil, Inc.	Repair & Maintenance Services	20,058.00	5259360
Browns Hill Engineering	Repair & Maintenance Services	261.30	5259360
Eagle River Water & Sanitation District	Testing & Permits	200.00	5259370
Executech Utah LLC	Computer Support	399.06	5259375
Colorado CWP	Tuition & Books	85.00	5259380
Fred Pryor Careertrack	Tuition & Books	25.60	5259380
Browns Hill Engineering	Contract Services	2,972.00	5259395
PR Studio	Contract Services	1,000.00	5259395
US Bank Equipment Finance	Copier Contract	374.71	5259395
Ewing Trucking And Construction LLC	Violet Lane Water Line	4,345.00	5259752
Ground Engineering Consultants	Lower Basin Water Treatment Plant	2,108.00	5259754
MWH Constructors Inc.	Lower Basin Water Treatment Plant	1,027,969.00	5259754
Wells Fargo - Commercial Operations	2013 Water Revenue Bond Interest	22,164.99	5259965
TOTAL WATER FUND		\$ 1,105,925.61	

REFUSE FUND

Alpine Lumber Co.	Operating Supplies	\$ 51.71	5353220
NexTrust Inc	Communication & Transportation	342.54	5353310
Vail Honeywagon	Repair & Maintenance Services	126.27	5353360
Vail Honeywagon	Contract Services	48,008.40	5353395
TOTAL REFUSE FUND		\$ 48,528.92	

SALES TAX CAPITAL IMPROVEMENTS FUND

Hoffman, Parker, Wilson & Carberry PC	Legal	\$ 58.50	6150351
Alpine Engineering, Inc.	Design	10,670.22	6150750
Architectural Engineering Consultants In	Design	1,107.50	6150750
Copy Plus	Design	110.00	6150750
Gallegos Corporation	Construction	2,227.20	6150760
Gore Range Surveying	Construction	8,827.50	6150760
Hobbs Excavating	Construction	142,430.75	6150760
JEV Construction Inc.	Construction	84,681.10	6150760
Nv5, Inc	Construction	8,233.99	6150760
UMB	Interest	113,768.75	6150816
TOTAL SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 372,115.51	

OPEN SPACE FUND

Meritain Health	Health Insurance	\$ 7.49	8150143
Triad EAP	Employee Assistance Program	6.55	8150143
Vail Honeywagon	Repair & Maintenance Services	121.00	8150360
Executech Utah LLC	Computer Support	66.34	8150362
Mountain Pest Control, Inc.	Weed & Pest Control	980.00	8150363
TOTAL OPEN SPACE FUND		\$ 1,181.38	

TOTAL	\$ 1,787,568.55
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TOTAL PAYROLL	\$ 406,526.99
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GRAND TOTAL	\$ 2,194,095.54
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To: Honorable Mayor McKibbin and Town Board of Trustees

From: Carrie McCool, Interim Town Planner

Date: June 11, 2019

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

REQUEST: The applicant is requesting the Town Board of Trustees continue the Annexation, Planned Unit Development and Site Specific Development Plan public hearing.

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

ANALYSIS: The applications were heard by the Planning and Zoning Commission on February 5th, 2019. The Annexation, PUD and Site Specific Development Plan (vesting of property rights) applications were noticed and heard at the May 14, 2019 Board of Trustees Public Hearing. The Town Board continued the applications to the June 11, 2019. The applicant is in need of more time to revise their application and set forth a mutually agreed upon task outline and review schedule prior to requesting their next public hearing date.

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

BUDGET / STAFF IMPACT:

None.

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

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to continue the Annexation, Planned Unit Development (PUD) and Site Specific Development Plan Public Hearing for Reserve at Hockett Gulch to a date certain as determined by the Town Board.

ATTACHMENTS:

None.



CERTIFICATE OF RECOMMENDATION

TO: Honorable Mayor McKibbin and Board of Trustees

FROM: Department of Community Development

DATE: June 11, 2019

PROJECT: Tumbleweed Retail Special Use Permit

FILE NUMBER: SU19-03

APPLICANT: Mark Smith, Tumbleweed Eagle LLC

LOCATION: 12 Eagle Park East Drive

CODE: Chapter 4.04 Zoning
Chapter 4.05 Zoning Review

ZONING: Commercial General (CG) District

EXHIBITS: A: Application and Narrative
B: Plan Set dated June 5, 2019
C: Site Photos
D: Resolution No. 20 (Series of 2019)
E: Planning and Zoning Commission Public Hearing Minutes
F: Resolution No. 31 (Series of 2014)

PUBLIC COMMENT: None received

STAFF: Carrie McCool, Interim Town Planner

REQUEST: Approval of a Special Use Permit to operate a retail marijuana store at 12 Eagle Park East Drive

DISCUSSION

Approval for a retail marijuana store, retail marijuana cultivation facility, retail marijuana product manufacturing facility, medical marijuana cultivation facility, medical marijuana infused product facility and a medical marijuana center located at 1125 Chambers Avenue was granted in 2014. In 2016, a major development permit was approved for a 4,000 square foot commercial

building for these approved uses at 1125 Chambers Avenue. The applicant is requesting to relocate the recreational retail marijuana store special use approval from 1125 Chambers Avenue to 12 Eagle Park East Drive, which includes the following related permit:

- SU13-11: Retail Marijuana Store and not to exceed 2,000 square feet when combined with the approved medical marijuana center (SU14-09) per Resolution No. 31 (2014 Series).

The proposed application would allow one (1) of only two (2) allowed permits for retail marijuana stores in the Town as limited by the Code. In addition, the retail marijuana store use would utilize 1,322 square feet of the area allocated for the combined medical marijuana center and retail marijuana store (2,000 square feet), leaving 678 square feet of area for a medical marijuana center. No additional marijuana-related uses are being requested in this application.

In 2018, the Town of Eagle updated the Land Use and Development Code to change the boundaries where marijuana related businesses (sales and cultivation) are permitted. The area is shown in Figure A below:

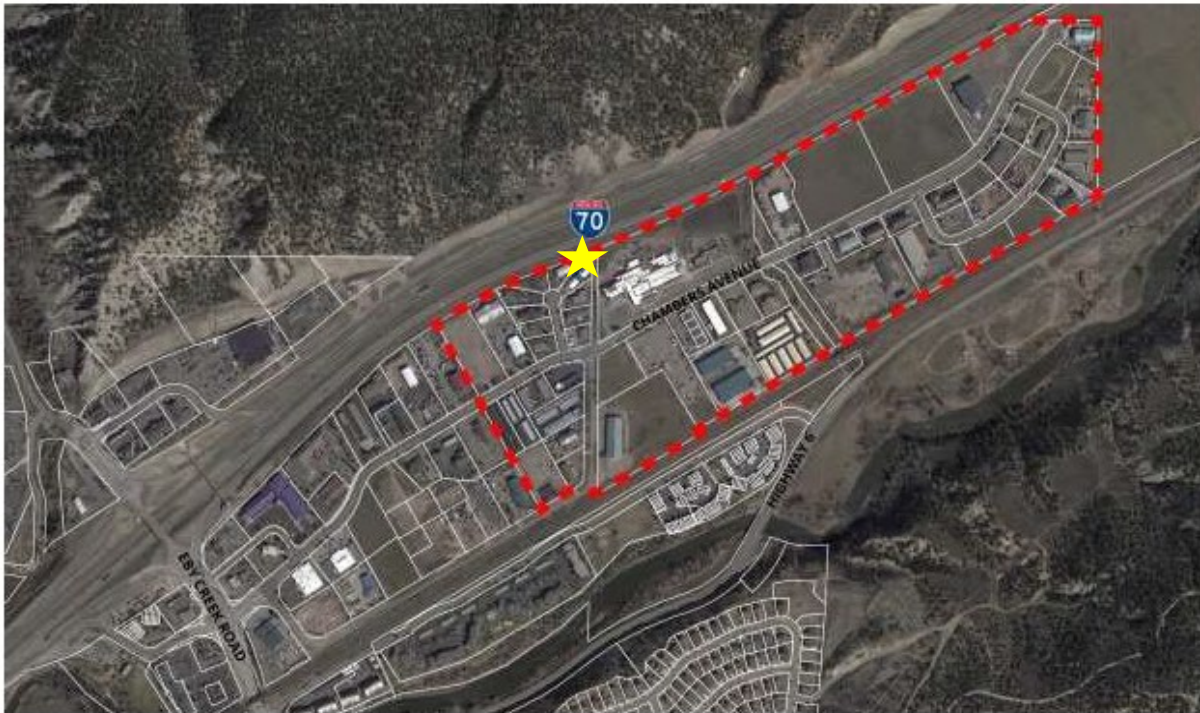


Figure A

The proposed relocation of the Tumbleweed Dispensary is within the established boundaries and noted as a star on the figure above. The site consists of one single story building. The applicant is not proposing any changes to the existing square footage of the building. The square footage of the proposed facility areas are listed in the table below. Use categories in the table are reflective of the use categories that staff has used to calculate parking requirements further outlined in the review of standards. Overall, the application is for a 1,322 square foot Retail Marijuana Store. The remaining square footage is office space and storage for a cumulative total of 2,243 square feet of area.

Use Category	Square Footage (approx.)
Retail Sales	1,322
Office Space	388
Warehouse - Storage	523
<i>Total</i>	<i>2,243</i>

STANDARDS FOR APPROVAL

The general requirements for a Special Use Permit as described in Section 4.05.010 of the Land Use and Development Code are:

1. The proposed use is consistent with the provisions of this Chapter and with the Town's goals, policies and plans, and
2. The proposed use is compatible with existing and allowed uses surrounding or affected by the proposed use, and
3. Street improvements adequate to accommodate traffic volumes generated by the proposed use and in provision of safe, convenient access to the use and adequate parking are either in place or will be constructed in conjunction with the proposed use, as approved by the Town, and
4. The special conditions for specific uses, as provided in this Section, are met.

FINDING FOR SPECIAL USE PERMIT

Standard #1: *The proposed use is consistent with the provisions of this Chapter and with the Town's goals, policies and plans.*

The Town of Eagle Land Use and Development Code permits the proposed uses as a Special Use on properties zoned Commercial General (CG) or Industrial (I) in a designated area identified in Section 4.04.100 – Supplementary Regulations (see Figure A above). The subject property is zoned Commercial General (CG) and is located within the designated area for these uses. Therefore, the proposed facility is in compliance with this section of the Land Use and Development Code.

The Code also restricts the location of these facilities to a certain distance from residential zone districts (100 ft) and from schools, licensed child care facilities, alcohol and drug treatment facilities and college campuses (1,000 ft). The proposed location is not within the areas restricted by the Land Use and Development Code and remains compliant with this standard.

Chapter 11 of the Eagle Area Community Plan (2010 EACP) discusses a variety of Goals, Policies and Strategies for encouraging Economic Development in the Town. Furthermore, Strategy B, under Policy 1.2 states “Work to create more local jobs and additional outlets for goods and services.” Allowing for the existing retail marijuana business to relocate its retail

operations helps to achieve several of the 2010 EACP goals and policies. Additionally, allowing utilization of one of two permitted retail marijuana special use permits within the Town per Section 4.04.100(U) of the Town Code enables the Town to further bolster its local economy and provides for a competitive regional advantage as supported by the 2010 EACP. Lastly, facilitating reinvestment into a vacant commercial building for new sales-tax generating purposes implements economic vitality strategies set forth in the Town's Strategic Plan.

Approval of this special use permit would continue to forward the objectives of the Town's goals, policies, and plans.

Standard #2: The proposed use is compatible with existing and allowed uses surrounding or affected by the proposed use.

The surrounding uses of the proposed property include a variety of general offices, a dental office, a dog daycare facility, auto repair shops, warehouse sales and distribution for HVAC and construction companies, and outdoor and indoor storage areas. Less than 250 feet west of this property is the approved new location for Sweet Leaf Pioneer, the Town's first retail marijuana establishment.

The previous use of the subject property was offices, retail, and warehouse distribution. In review of the proposed use of the building required for the operations of a retail marijuana store, it is consistent with the surrounding uses with minimal potential for conflict. The proposed location is not within an existing building that is shared with other tenants, limiting the potential challenges with ventilation that sometimes arise in buildings with multiple tenants. A building permit will be required prior to occupying the space. At this time, appropriate ventilation and other requirements in the Code will be evaluated to ensure minimal impact to neighbors as well.

Standard #2 is met with this application based on the discussion above.

Standard #3: Street improvements adequate to accommodate traffic volumes generated by the proposed use and in provision of safe, convenient access to the use and adequate parking are either in place or will be constructed in conjunction with the proposed use, as approved by the Town.

Upon review of the site circulation, street network and parking, the site appears to have the appropriate infrastructure to accommodate the proposed use. Staff has reviewed the parking required for the entirety of the proposed project under the use categories for Industrial Uses (Section 4.07.140 C.4) as it appears that the proposed uses are aligned most closely with that category.

Use Category	Square Footage (approx.)	Parking Required
Office Space	388	2
Warehouse – Storage	523	1
Retail Sales (recreational marijuana store)	1,332	5
Total	2,243	8

Eight (8) parking spaces are required to adequately serve the development. Sheet A1.1 (Exhibit B) shows eight (8) proposed off-street parking spaces. One (1) of the eight (8) spaces is ADA compliant, which is required by Code. In review of the parking plan, staff identified areas where circulation could be improved to reduce congestion of the site during busy times, a particularly important consideration for the highly trafficked Chambers Avenue Area. These include allowing access onto the property via Chambers Avenue or Eagle Park East Drive while prohibiting exiting of the property directly onto Chambers Avenue as well as providing the appropriate ingress/egress signage.

On June 5, 2019, the applicant revised the site plan (refer to Exhibit B), specifically Sheet A1.1, to include a note requiring ingress/egress signage with the building permit submittal for restricted access onto Chambers Avenue. Additionally, the site plan was updated to reflect a five (5)-foot wide landscape screen in the parking area adjacent to the property line as required by Code. As such staff has recommended the Planning and Zoning Commission conditions of approval related to those items be removed, specifically Conditions 4 and 5 below. However, Condition 3 regarding limiting access from the property directly onto Chambers Avenue will apply to the use so long as it is active so this condition remains part of Staff's Recommendation.

Staff finds Standard of Approval #3 can be met with a condition that restricts direct access onto Chambers Avenue from the property.

PUBLIC NOTICE AND COMMENTS

The public hearing for the Special Use Permit request was publicly noticed in accordance with the applicable public notification requirement of the Eagle Land Use and Development Code. No public comment has been received.

PLANNING AND ZONING COMMISSION DISCUSSION AND RECOMMENDATION

The Planning and Zoning Commission considered the Tumbleweed Special Use Permit application on May 21, 2019. Meeting minutes from the hearing are included as Exhibit E. Since the Code only allows for two (2) retail marijuana store licenses to be located within the community, the Commission discussed adding a condition to ensure both licenses are utilized to achieve the Town's economic development goals and allow the opportunity for another potential licensee to establish the use in a timely manner. Staff recommended the following conditions of approval:

1. Occupancy of the property for the approved use shall not be permitted prior to the issuance of State of Colorado Licenses for the references uses.
2. Upon issuance of licenses by the State of Colorado, Special Use Permit 13-11 shall become void.
3. The Chambers Avenue access shall not be permitted for exiting the property.
4. A separate sign permit shall be submitted to the Town subject to review and approval for ingress/egress signage.

5. Required perimeter landscape screening shall be depicted on the overall site plan to be reviewed and approved by the Town Planner prior to the issuance of building permit.

After deliberation, the Planning and Zoning Commission recommended unanimous approval of the application with the following additional condition:

6. The applicant shall apply for a building permit within one year of approval or the Special Use Permit shall expire.

STAFF RECOMMENDATION

Since the Planning and Zoning Commission public hearing, the applicant has updated the plan set (refer to Exhibit B) to reflect compliance with Condition 4 above by adding a note to the site plan requiring ingress/egress signage with the building permit submittal for restricted access onto Chambers Avenue. Additionally, the applicant provided the adequate landscape screen for the parking area thereby complying with Condition 5 noted above. As such, staff has removed these conditions and recommends **approval** of SU19-03 Tumbleweed Retail Special Use Permit, **with the following conditions**:

1. Occupancy of the property for the approved use shall not be permitted prior to the issuance of State of Colorado Licenses for the references uses.
2. Upon issuance of licenses by the State of Colorado, Special Use Permit 13-11 shall become void.
3. The Chambers Avenue access shall not be permitted for exiting the property.
4. The Applicant shall apply for a building permit within one (1) year of this approval or the special use permit shall expire.

POTENTIAL MOTIONS

Below are the Board of Trustees' options related to SU19-03 Tumbleweed Retail Special Use Permit request:

1. I find the application substantially meets the standards for approval and move to **APPROVE** SU19-03 Tumbleweed Retail Special Use Permit with no conditions.
2. I find the application substantially meets the standards for approval and move to **APPROVE** SU19-03 Tumbleweed Retail Special Use Permit with the following conditions of approval:

<insert conditions of approval>

3. I find that the Applicant has not provided sufficient information to review the application per the standards for approval and move to **CONTINUE** SU19-03 Tumbleweed Retail Special Use Permit to the next regularly scheduled meeting.

4. I find that the application does not substantially meet the standards for approval and move to **DENY** SU19-03 Tumbleweed Retail Special Use Permit.



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

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME Tumbleweed Retail Marijuana Use Permit Location Move

PRESENT ZONE DISTRICT Commercial General **PROPOSED ZONE DISTRICT** _____
(if applicable)

LOCATION

STREET ADDRESS 12 Eagle Park East Drive

PROPERTY DESCRIPTION

SUBDIVISION Eagle Park East **LOT(S)** 10 **BLOCK** _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE The purpose of this application is to move the existing retail marijuana use permit # SU 13-11 from its previous approved location at 1125 Chambers Road to the new location of the new to be built Tumbleweed retail store which will be located at 12 Eagle Park East Drive

APPLICANT NAME Tumbleweed Eagle LLC, Mark Smith, Partner **PHONE** 612-963-1820

ADDRESS 1187 Gore Trail, Edwards, CO 81632 **EMAIL** austinenergygroup@gmail.com

OWNER OF RECORD Northgate Eagle LLC, Mark Smith, Partner **PHONE** 612-963-1820

ADDRESS 1187 Gore Trail, Edwards, CO 81632 **EMAIL** austinenergygroup@gmail.com

REPRESENTATIVE* Maggie Fitzgerald **PHONE** 970-445-0486

ADDRESS P.O. Box 1328, Eagle, CO 81631 **EMAIL** maggiefitz@gmail.com

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

APPLICATION SUBMITTAL ITEMS:

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

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

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

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

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

Signature



Date

MARCH 3 2019

FOR OFFICE USE ONLY

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

Project Description

Pending the Town of Eagle's approval, Tumbleweed Eagle, LLC proposes to move the approved retail marijuana use permit # SU 13 – 11, from its previous approved location at 1125 Chambers Avenue to the new to be built Tumbleweed retail only store which will be located at 12 Eagle Park East Drive.

The new Tumbleweed retail store will be located in the former location of the Sinton Dairy distribution center.

Tumbleweed currently owns and operates 7 stores in Colorado primarily in the mountain region. The owners of Tumbleweed pride themselves on building facilities that maintain the Western heritage of the Rocky Mountains. All the stores utilize reclaimed barn woods to enhance the quality, look and feel associated with all its stores.

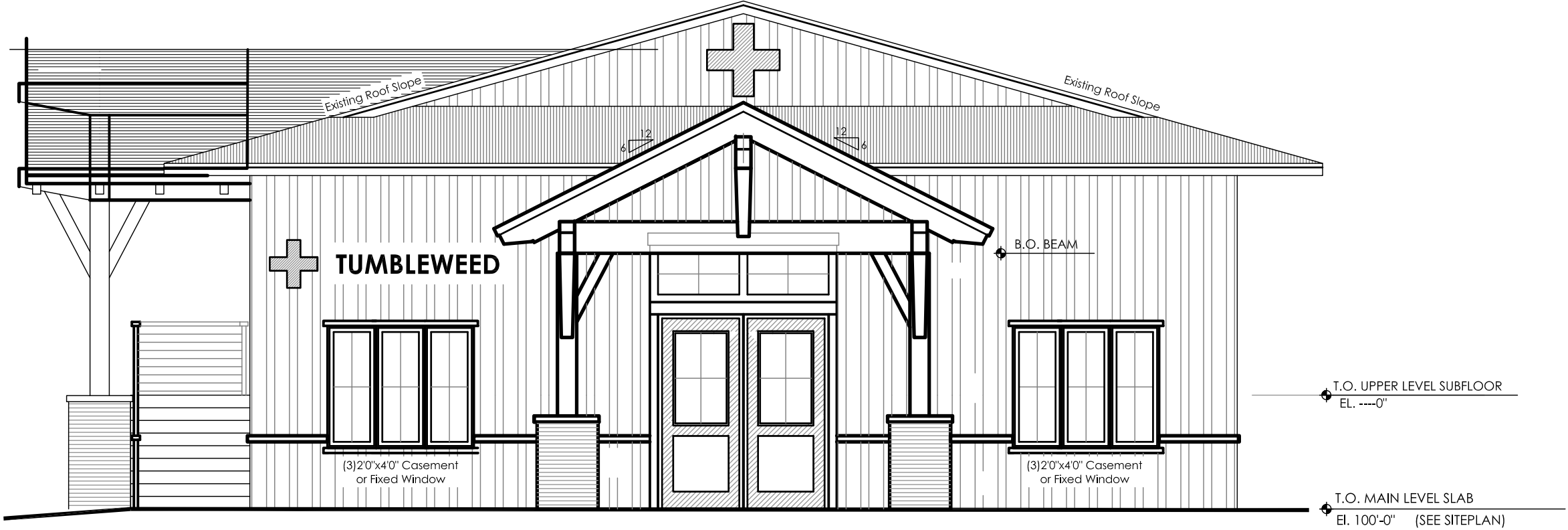
The Eagle store will only be used for Recreational Retail Marijuana sales. The current existing finished square footage of the building is 2,243 GSQ. FT.. There are no plans to add additional square footage to the building.

The space will consist of 1,332 gsf of mercantile/retail space, 388 gsf of office space and 523 gsf of storage.

The Tumbleweed retail stores hours of operation will be from 8:00 am to 9:00 PM.

TUMBLEWEED DISPENSARY

Town Of Eagle
Retail
Chambers Avenue



OWNER **TUMBLEWEED**
MARK SMITH
EAGLE, CO 81631
612-963-1820

BUILDER **PNCI CONTRACTING**
KYLE HARBARD
55325 1/2 RD.
GRAND JUNCTION, CO 81515
970-2423548

ARCHITECT **MAGGIE T. FITZGERALD, AIA**
P.O. BOX 1328
EAGLE, COLORADO 81631
(970) 445-0486
maggieTfitz@gmail.com

STRUCTURAL ENGINEER **KURTZ ENGINEERING**
BRIAN KURTZ
P.O. BOX 3032
EAGLE, COLORADO 81631
(970) 331-4733
KUTZENGEERING@YAHOO

SURVEYOR **PEAK LAND CONSULTANTS, INC**
1000 LIONS RIDGE LOOP
VAIL, COLORADO 81657
PHONE: (970) 476-8644

SOILS **HP GEOTECH**
5020 COUNTY RD 154
GLENWOOD SPRING, CO 81631
(970) 945-7988

FLOOR AREAS SUMMARY:

REMODEL TO EXISTING STRUCTURE

LEVEL 1 - RETAIL 1,332 GSQ. FT.

TOTAL FINISHED S.F. 2,243 GSQ. FT.

PROJECT SUMMARY:

TENANT FINISH OF EXISTING BUILDING WITH SOME EXTERIOR MATERIAL & ENTRY UPGRADES :
1 STORY, ABOVE SLAB ON GRADE
RETAIL - MARIJUANA "RECREATIONAL RETAIL"

OCCUPANCIES: **GROUP M** MERCANTILE / RETAIL SALES
(M = 60sf/occ 1,332 gsf/ 60 = 23 occs)
GROUP B GENERAL OFFICE
(OFFICE = 100sf/occ 388 gsf/ 100 = 4 occs)
GROUP B STORAGE
(WAREHOUSE = 500sf/occ 523 gsf/ 500 = 2 occs)

29 TOTAL OCCUPANTS

CONSTRUCTION TYPE : 5B, NON SPRINKLERED

NUMBER OF STORIES : 1

ZONING : COMMERCIAL DISTRICT - MIXED USE
LOT: PARCEL 10

SETBACKS: 25' FRONT, 12'-6" SIDES, 25' BACK

PARKING REQUIRED: RETAIL SALES & OFFICE 1/250 @ 1,720sf = 7
WAREHOUSE 1/2,000 sf 523 @ = 1
PARKING REQUIRED = 8 **PARKING PROVIDED:** 8 SPACES (1 ADA COMPLIANT)

DRAWING INDEX:

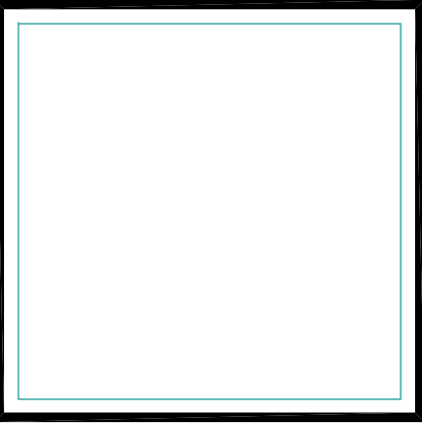
A0.0 COVER SHEET

TOPOGRAPHIC LOT SURVEY - ILC

A0.1 EGRESS PLAN, LIFE SAFETY INFO
A1.1 EXISTING SITE PLAN &
NEW SITE PLAN /NEW LANDSCAPE
A2.2 LEVEL 1 FLOOR PLAN
A2.3 ROOF PLAN, WALL SECTION

S-1 STRUCURAL GENERAL NOTES, STAIRS
ENTRY FRAMING, DETAILS

Maggie T. Fitzgerald, AIA
— architect —
P.O. Box 1328 Eagle, Colorado 81631
970.445.0486

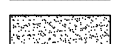


TUMBLEWEED - EAGLE
TENANT FINISH & RENOVATION
12 EAGLE PARK EAST, PARCEL 10
EAGLE, CO 81631

issue:	town of eagle planning set	date:	6-5-2019

A0.0
COVER SHEET

Plant Schedule

Symbol	Common Name	Scientific Name	Flower	Growth Height/Spread	Exposure	Count	Size	
	Colorado Spruce	XXXX	None	25/15'	Sun/Filtered Shade	3	6' Ht.	Trees
	Quaking Aspen	Populus tremuloides	None	35/25'	Sun	10	2' Cal.	
	Native Yellow Potentilla	Potentilla fruticosa	Yellow	2/2'	Sun	12	5 Gal.	Shrubs
	Ornamental Grass	Karl Foerster Grass	Insignificant	3-6/3'	Sun	7	5 Gal.	
	Ural False Spirea	Sorbaria sorbifolia	White	5/7'	Sun/Filtered Shade	5	5 Gal.	
	Mixed Perennials						1 Gal, 18" oc.	Grasses and Groundcovers
	Gravel Cobble						Sq. Ft.	
	Gravel Cobble/or Bark Mulch at beds, drip edge, Owner preference, verify						Sq. Ft.	
	Native Grass Mix to Match Existing Grasses, Irrigated & Maintained						All Disturbed Areas	

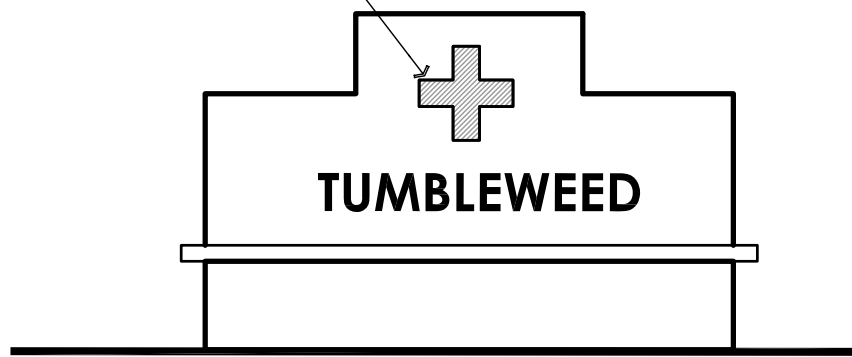
Irrigation Chart

Total Irrigated Area: Drip Irrigation s.f., Re-Veg areas s.f.	3,997 Re-Veg s.f. & 1,476 Drip s.f.
	3,997 * 1 = 3,997
	1,476 * 0.6 = 886

Exterior Lighting

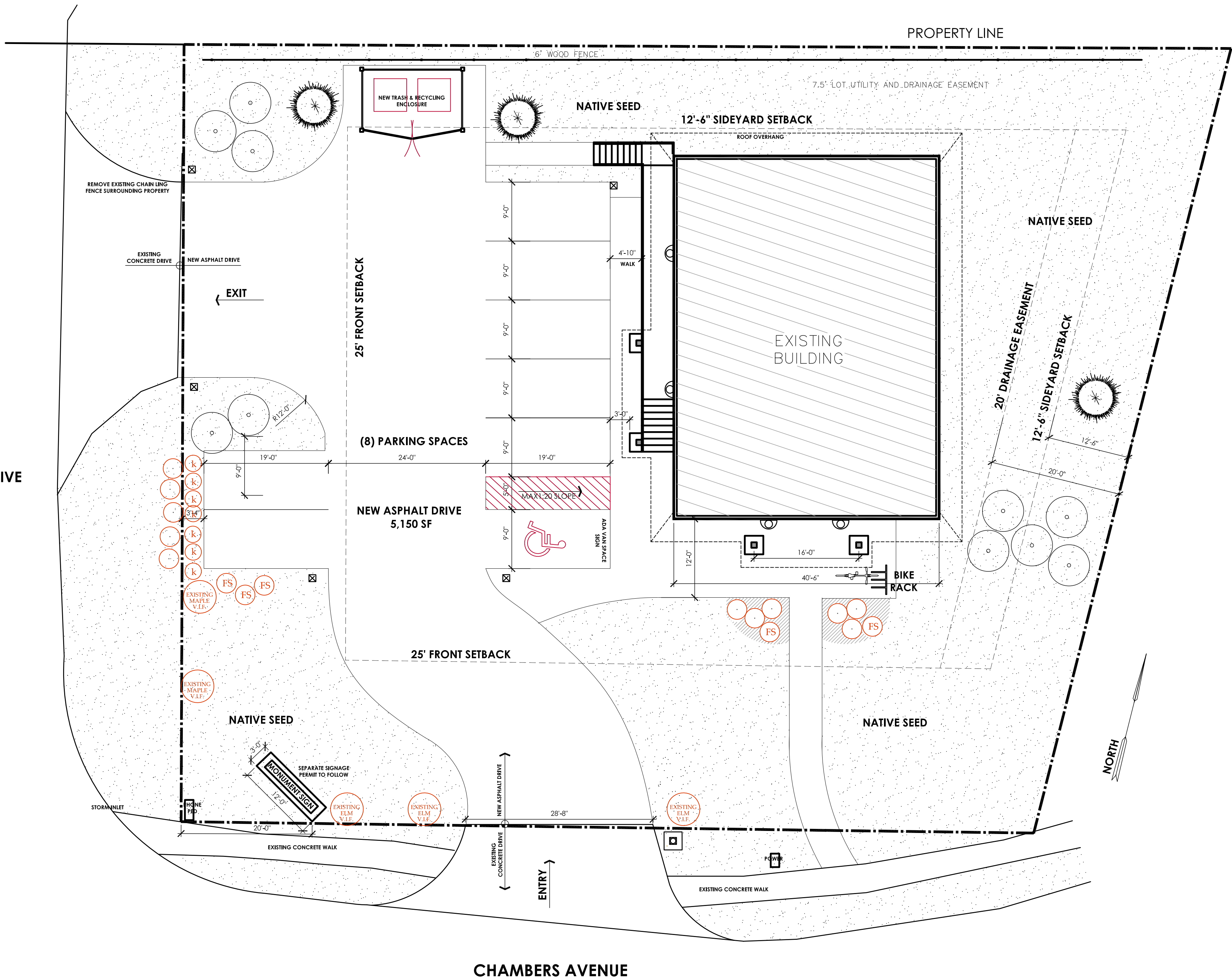
- EXTERIOR WALL MOUNTED SCENE DOWNLIGHT
- DIRECTED SPOTLIGHT IN SCENIC
- STREET LAMP
- WEATHER-PROOF OUTLET
- RECESSED CAN LIGHT

21 SF OF WALL SIGNS
+ 40 SF MONUMENT SIGN



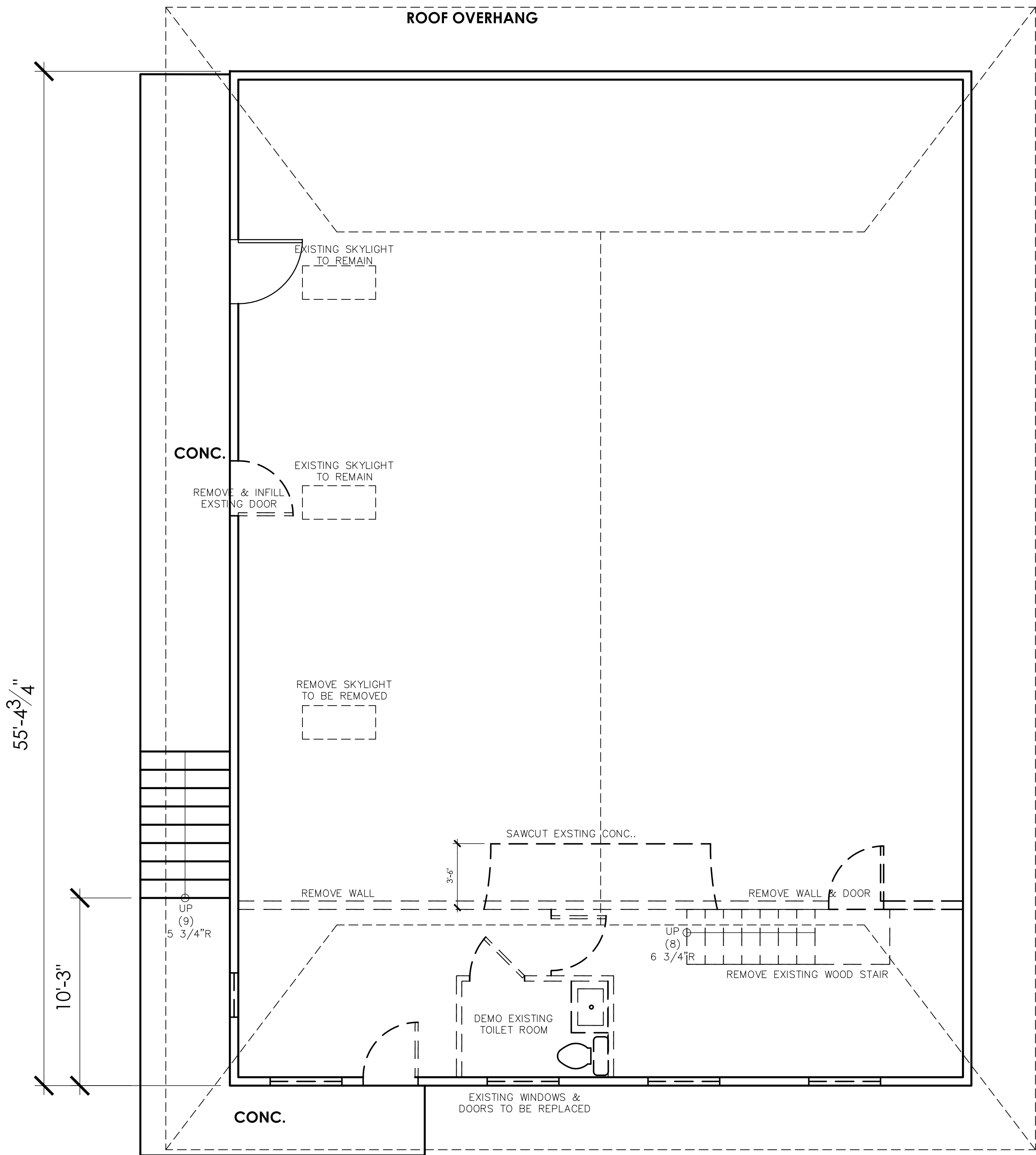
SIGNAGE - SEPARATE APPLICATION TO FOLLOW

SCALE: 1/4" = 1'-0"



OVERALL SITE PLAN

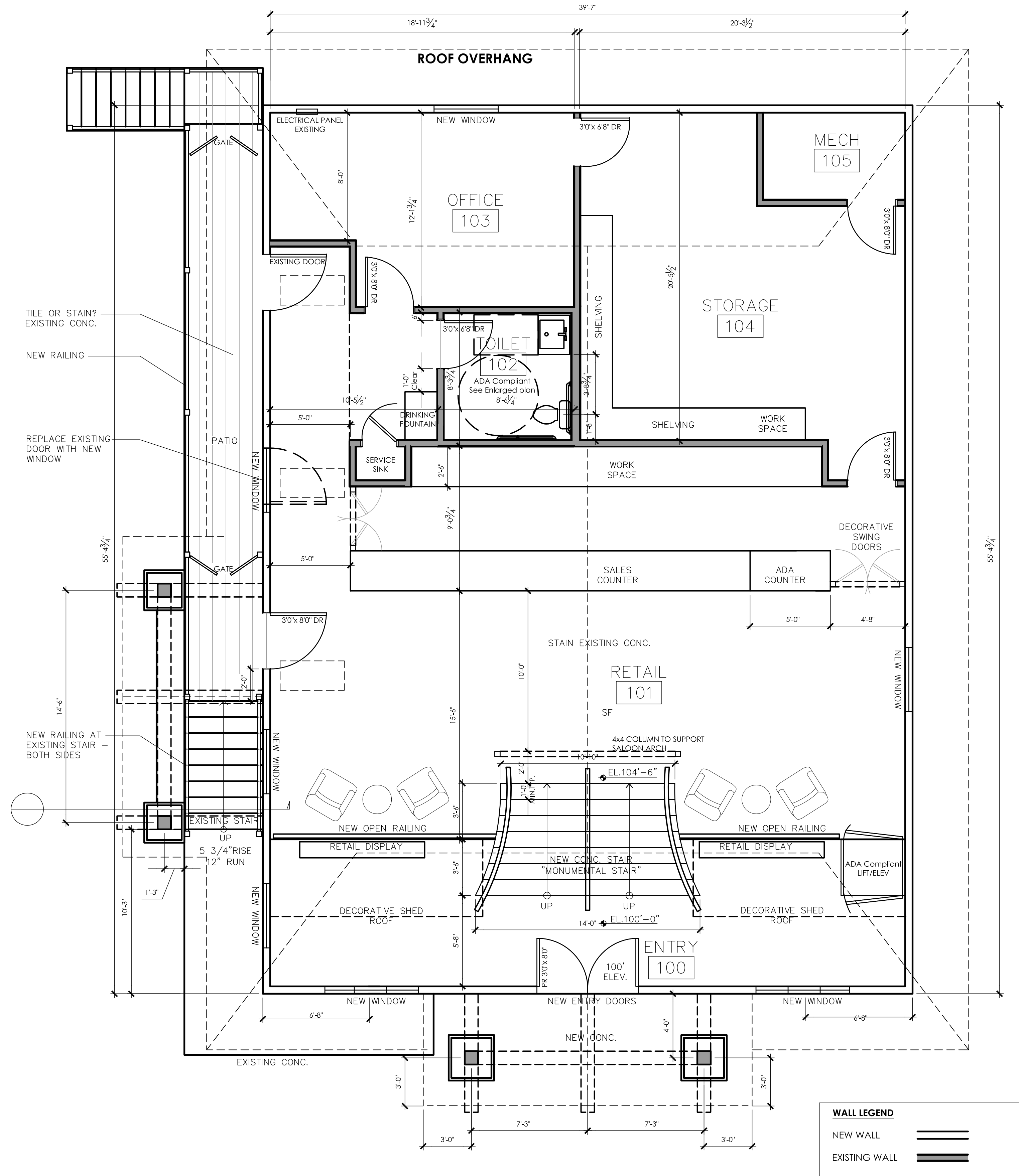
SCALE: 1" = 10'-0"



EXISTING/DEMO PLAN

2
A2.2

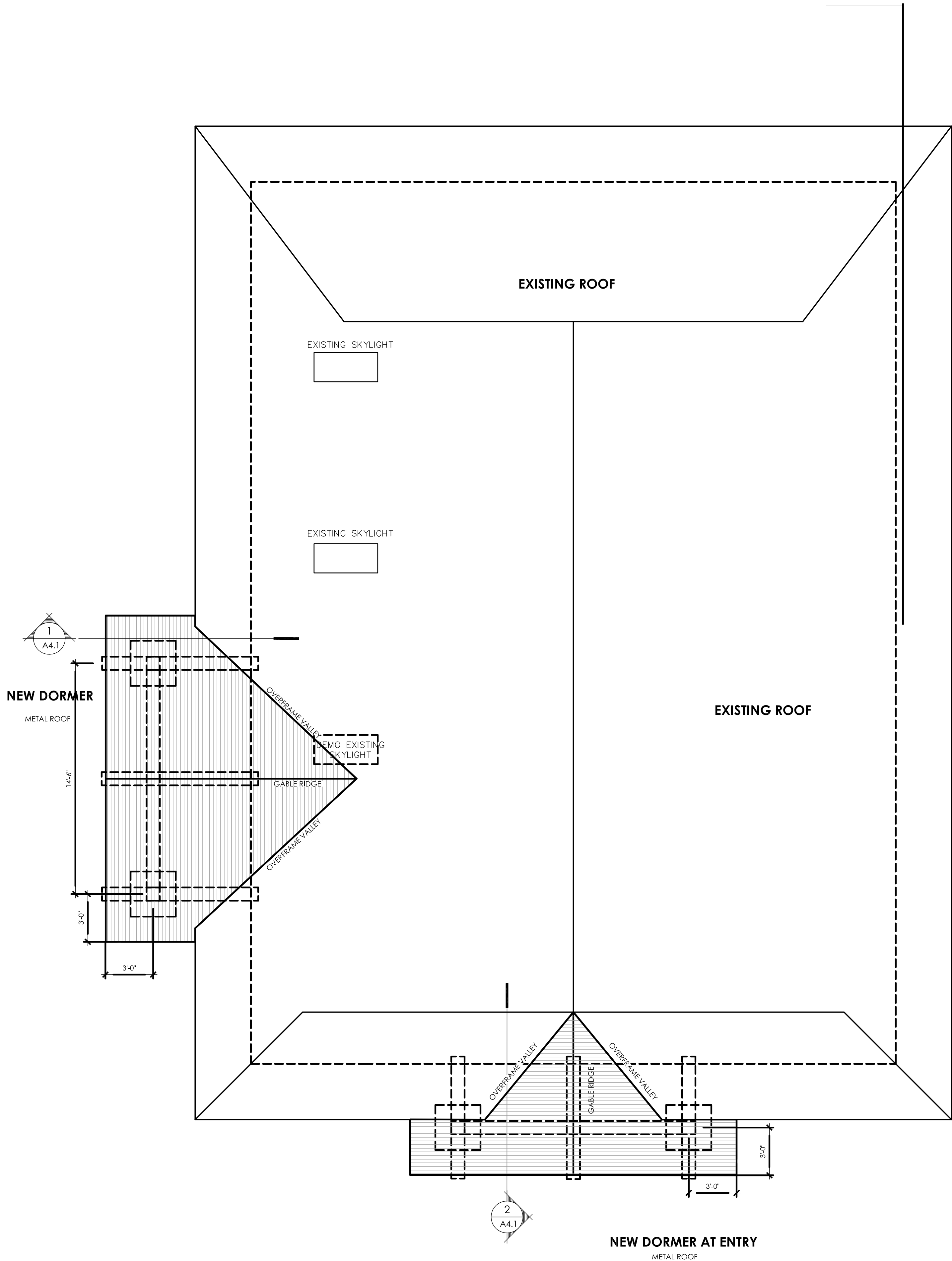
SCALE: 1/4" = 1'-0"



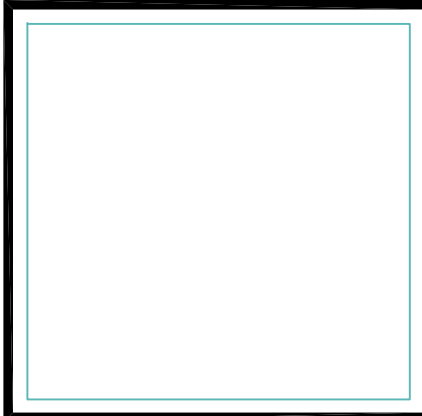
MAIN LEVEL FLOOR PLAN

1
A2.2

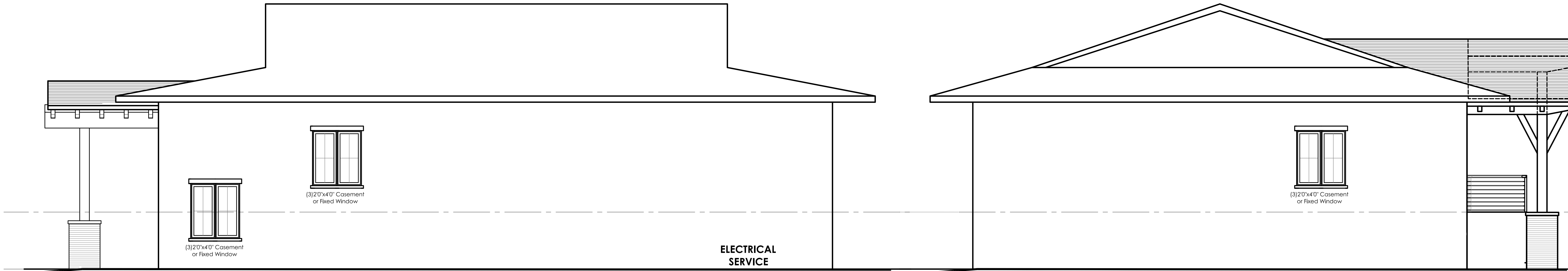
SCALE: 1/4" = 1'-0"



ISSUE:	date:
TOWN OF EAGLE PLANNING SET	6-5-2019



TUMBLEWEED - EAGLE
TENANT FINISH & RENOVATION
12 EAGLE PARK EAST, PARCEL 10
EAGLE, CO 81631

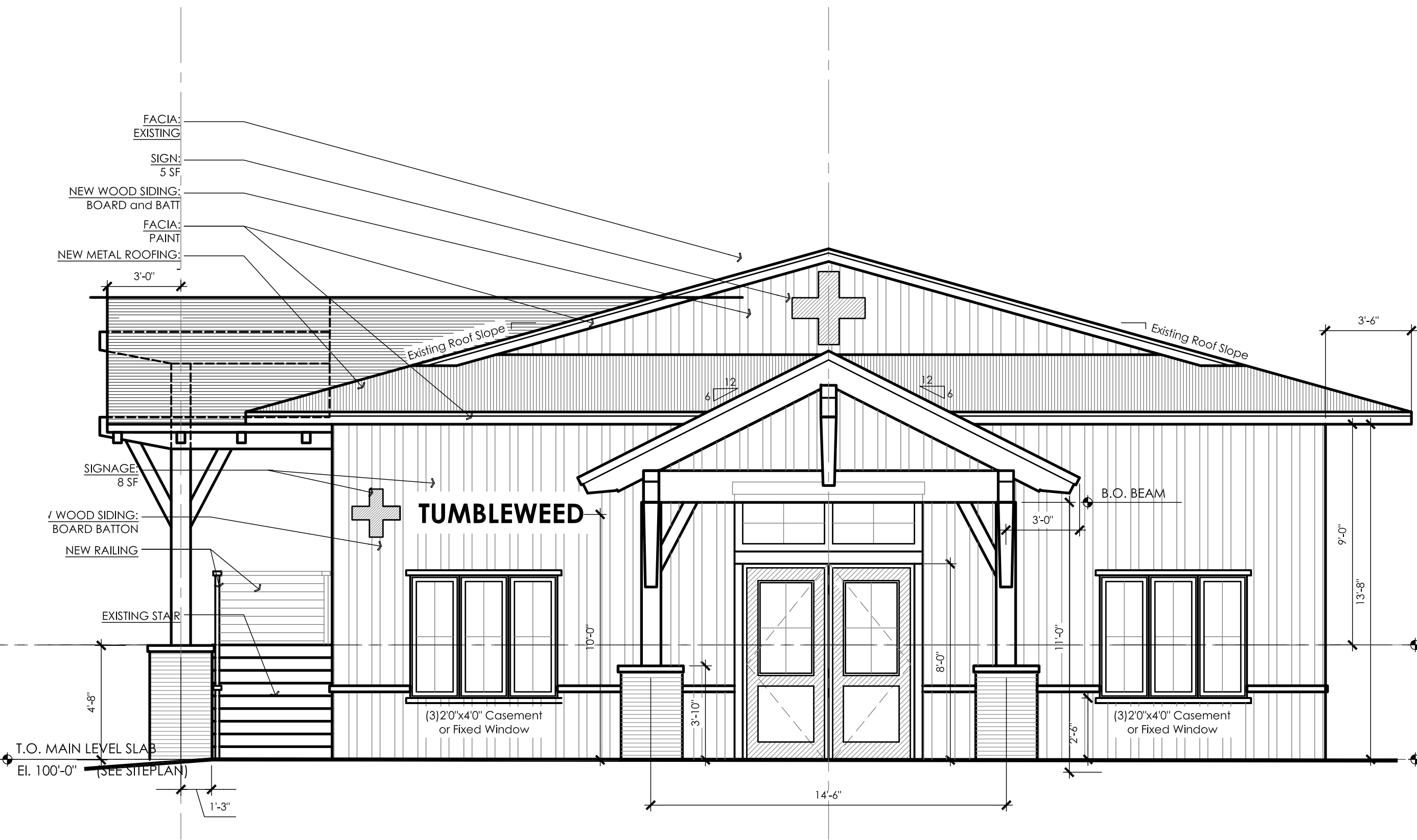


4
A3.1
EAST ELEVATION
SCALE: 1/4" = 1'-0"

3
A3.1
NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2
A3.1
WEST ELEVATION
SCALE: 1/4" = 1'-0"



1
A3.1
SOUTH / ENTRY ELEVATION
SCALE: 1/4" = 1'-0"









TOWN OF EAGLE, COLORADO
RESOLUTION NO. 20
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO APPROVING A SPECIAL USE PERMIT FOR TUMBLEWEED EAGLE, LLC

WHEREAS, recreational retail marijuana use is considered a special use of a "retail marijuana store" in the Commercial General Zone District, which use is allowed by special use permit if also located in a designated area identified in Section 4.04.100 of the Town of Eagle Town Code;

WHEREAS, on March 3, 2019, Tumbleweed Eagle, LLC (the "Applicant") submitted an application for a special use permit (the "Application");

WHEREAS, the Applicant seeks a special use approval to relocate its recreational retail marijuana use from 1125 Chambers Avenue to 12 Eagle Park East Drive (the "Property"), which Property lies both within the Commercial General Zone District and designated area;

WHEREAS, the Planning and Zoning Commission held a properly-noticed public hearing on May 21, 2019, and recommended that the Board of Trustees approve the Application with conditions;

WHEREAS, the Board of Trustees held a properly-noticed public hearing on June 11, 2019 to consider the Application; and

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

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

Section 1. The Board of Trustees finds that the Application meets the criteria set forth in Section 4.05.10 of the Town of Eagle Municipal Code and that approval of the Application is in the best interest of the public health, safety and welfare.

Section 2. Based on the foregoing findings, the Board of Trustees hereby approves the Application with the following conditions:

1. Occupancy of the Property for the approved use shall not be permitted prior to the issuance of a State of Colorado Licenses for the referenced uses;

2. Upon issuance of licenses by the State of Colorado, Special Use Permit 13-11 shall become void;

3. The Chambers Avenue access shall not be permitted for exiting the Property;
4. The Applicant shall apply for a building permit within one (1) year of this approval or the special use permit shall expire.

INTRODUCED, READ, PASSED AND ADOPTED ON JUNE 11, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



**Planning and Zoning Commission
Meeting Minutes
May 21, 2019**

PRESENT

Jason Cowles, Chair
Charlie Perkins
Jesse Gregg
Kyle Hoiland
Matthew Hood
Bill Nutkins

STAFF

Carrie McCool-Interim Town Planner
Bill Shrum- Assistant to the Town Manager
Dawn Koenig- Admin Technician

ABSENT

Stephen Richards
Brent McFall

This meeting was recorded. The following is a condensed version of the proceedings written by Dawn Koenig.

CALL TO ORDER

The regular meeting of the Planning and Zoning Commission held in the Eagle Town Hall was called to order by Jason Cowles at 6:30p.m.

APPROVAL OF MINUTES

Commissioner Hood made a motion to approve the minutes of the May 7th, 2019 meeting. Commissioner Perkins seconded. Commissioner Hoiland abstained as he was not present at the meeting. All others present voted in favor. The motion passed.

PUBLIC COMMENT

Anne Eagan from 214 Howard St. said that she has lived in Eagle a long time and knows a lot of people. People are concerned with traffic and quality of life, Eagan said. She quoted from an article published recently in the paper on April 4th concerning smart growth and traffic in Eagle. She expressed concerns about a bottle neck at HWY 6 and Eby Creek Road. Eagan asked if the roundabouts can be expanded to handle traffic from the recently approved and proposed development in the area.

She asked that the Commissioners do not approve more development until the Town has the results from a complete, independent traffic study.

Colton Berck wanted to express downtown parking problems and HWY 6. Wanted to express gratitude to the Commissioners and thank them for his experience working as Planner I for the Town.

LAND USE FILES

V18-05 Arnold Variance Requests 421 E 3rd St

Chairman Cowles opened file V18-05, requests for Variances for 1) Minimum lot area/dwelling unit (MLA/DU) and 2) 7.5-foot side yard setback reduction for the western property line and a 6.5-foot side yard setback reduction from the eastern property line for a new duplex.

STAFF REPORT AND PERSENTATIONS

Carrie McCool gave an overview of the file and the requests. She said that she has been working with the applicant to find designs to alleviate the need for the side yard setback variance.

Project representative Brad Hagedorn presented details on the request and showed a rendering of the surrounding area noting several duplexes in the area. He said property owner Mark Arnold has owned this parcel since 1981.

Jesse Hagedorn presented a site plan for the proposed development and described the design of the proposed new duplex.

Q & A

Commissioner Perkins asked if the proposed project is modular construction. Jesse Hagedorn said that it is.

Commissioner Gregg noted that there is a lot of elevation change on the lot. Brad Hagedorn said that his civil engineering consultant Matt Wadie said that it is not that challenging. To deal with and there may be a retaining wall required between the units. Hoiland asked if there is a basement. Brad Hagedorn said that the primary residence does, but the smaller unit does not.

Hood asked about the turning radius for the driveway could be lessened at all. Brad Hagedorn said that it is really tight and cannot be any less after consulting with the civil engineer.

Hoiland asked about the building height. Brad Hagedorn said that the 35' is the allowable maximum height and the proposed building height is 26'.

Nutkins asked about the elevation change and the impact on building height. Brad said that the measurement is at finished grade.

Cowles asked if front orientation for the driveways were considered. Brad Hagedorn said it was looked at and not feasible and would not comply with Town Public Works standards.

Carrie McCool presented her staff report on the file. She said that this is a narrow lot and is just short of the required minimum lot size per dwelling. She noted that through working with the applicants, the plans have been modified in such a way that only a 3' side yard variance is now being requested instead of the original 8' variance. McCool presented the standards of approval for a variance. She then presented the Staff Findings relating to each of the variance requests for each of the three standards of approval.

Q & A

Perkins asked if going higher was looked at or if a height variance was looked at instead of a setback variance. Brad Hagedorn said that the thought was that going higher was not in keeping with the design of the area. Project representative Suzanne Goodwin said that the design was made with an aging population in mind and going higher would not be good from that standpoint.

McCool noted that the file was properly noticed in conformance with the land use code.

Nutkins pointed out an alternative design could elevate the need for a variance. Hagedorn said that then they would be asking for a parking variance. Perkins asked how many trees will be removed. Cowles noted that the commission was not being asked to review a landscape plan.

PUBLIC COMMENT

None.

DELIBERATION

Cowles said that he is in favor of both variances given the unique size and location of the site. He suggested that Public Works and Engineering review the final grading plan.

Hoiland said he agreed with Cowles. Hood said he agrees as well and is still contemplating a design alternative that would alleviate the need for the setback variance. He stated he is in favor and thinks the project will be an improvement.

Nutkins said that he does not consider trying to put a duplex on a single-family lot is not a hardship. He said he is concerned with building height. He said that the building height is from existing grade. If the building is higher than 26', it would be a violation of what you are asking for tonight, Nutkins said. He cautioned the applicants on that point.

Gregg said that he tends to agree with Nutkins that there is no hardship, but the narrow lot is challenging.

Perkins said that when he first looked at the file, he was hesitant about the orientation of the building and getting in and out of the garage. He said that on-site parking is important. He stated that he thinks that overall the project is an improvement to the neighborhood and that he is inclined to approve the variance requests.

Commissioner Hood moved to approve the variance request for a reduction of 947.5sqft for the required minimum lot area/dwelling unit, finding that it meets the standards for approval. Commissioner Nutkins Seconded. All voted in favor.

Nutkins raised a concern about the setback requirement being tied to the building height and stated that if the building height exceeds the proposed height of 26', the variance request should be reduced accordingly.

Commissioner Hood moved to approve the variance request for a 3' reduction for the east set back requirement finding that the request meets the standards of approval. Commissioner Gregg seconded. All voted in favor.

SU19-03 Tumbleweed Special Use Permit

Chairman Cowles opened file SU19-03, a Request for a Special Use Permit for a 2,243 square foot retail marijuana store at 12 Eagle Park East Drive within the Commercial General (CG) Zone District.

STAFF REPORT AND PERSENTATIONS

McCool presented an overview of the file and introduced project architect Maggie Fitzgerald. She started by orienting the Commissioners on the project description and file background. She noted that the request is essentially for relocation on an existing Special Use Permit located at 1125 Chambers Ave. McCool presented the approval criteria. She noted that the file was properly noticed, and no public comment was received to date.

McCool stated that Staff recommends approval with the following 5 conditions:

1. Occupancy of the property for the approved use shall not be permitted prior to the issuance of State of Colorado Licenses for the references uses.
2. Upon issuance of licenses by the State of Colorado, Special Use Permit 13-11 shall become void.
3. The Chambers Avenue access shall not be permitted for exiting the property.
4. A separate sign permit shall be submitted to the Town subject to review and approval for ingress/egress signage.
5. Required perimeter landscape screening shall be depicted on the overall site plan to be reviewed and approved by the Town Planner prior to the issuance of building permit.

Q & A

Cowles asked when the Special Use Permit was originally approved. McCool said that it was approved in 2014. He recommended placing a time limit on these types of Special Use permits since there are only two available in the Town. Project representative Scott Schlosser said that Tumbleweed is purchasing the permit from the current permit holder as it is a different LLC group that holds the original permit.

Cowles said that he is suggesting that if the license is granted, there should be a stipulation that the license needs to be put to use within a certain time frame. He said the Town is losing out on tax dollars when one of only two businesses allowed is not in operation. McCool asked what the suggested time frame would be. Cowles said that he would suggest a building permit needs to be applied for within a year of Special Use Permit approval.

There was discussion about the various types of licenses that are available for the Marijuana industry.

Maggie Fitzgerald gave a description of the exterior changes. She confirmed that there are 8 parking spaces provided on site. She said that the applicants will be installing landscaping. She noted that the building will have a reclaimed western look.

Perkins asked about hours of operation. McCool said that the Commissioners and Town Board of Trustees could set forth hours of operation. Cowles said we would limit the hours to what is allowed by the Municipal Code.

PUBLIC COMMENT

None.

DELIBERATION

Cowles suggested that the sixth condition be added that a building permit needs to be applied for within one year or the Special Use Permit will expire.

Commissioner Nutkins made a motion to approve file SU19-03 with the conditions recommended by Staff, and a condition that a building permit needs to be applied for within one year of approval or the Special Use Permit will expire. Commissioner Hood Seconded. All voted in favor.

TOWN BOARD OF TRUSTEE UPDATE

Carrie McCool said that the next TBOT meeting on May 28th has Red Mountain Ranch and The Reserve at Hockett Gulch on the agenda.

Cowles asked if the Annexation agreements have been negotiated with Staff. Carrie said that they are still being worked out with Staff at this time.

COMMUNITY DEVELOPMENT DEPARTMENT UPDATE

Bill Shrum said that he is going to be the staff contact for the Elevate Eagle Comprehensive Plan and Code Rewrite moving forward. He said by June the public outreach phase will be complete and the Town expects to see some written product soon after. Shrum said the consultants suggested that the Commissioners get involved and share what these updates will mean to them. He is requesting video snippets or written letters from the Commissioners.

ADJOURN

Commissioner Nutkins made a motion to adjourn and Commissioner Hoiland seconded. All voted in favor. The meeting adjourned at 8:20PM.

Date

Jason Cowles – Planning and Zoning Commission Chair

Date

Dawn Koenig- Admin Technician

RESOLUTION NO. 31
(SERIES OF 2014)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO GRANTING A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT 1125 CHAMBERS AVENUE FOR A MEDICAL MARIJUANA CENTER.

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

WHEREAS, The Board of Trustees of the Town of Eagle received an application by Colorado Cannabis Company, LLC, a Colorado limited liability company ("Applicant"), the lessee of the property hereinafter described, for a special use permit for a medical marijuana center; and

WHEREAS, ILB Partners II, LLC, a Colorado limited liability company, is the owner of said property and has consented to the Applicant using the subject property for a medical marijuana center; and

WHEREAS, the Eagle Town Planner determined that the application for the above referenced special use permit was complete on June 26, 2014; and

WHEREAS, a public hearing was held before the Town of Eagle Planning and Zoning Commission on July 1, 2014, and the Planning and Zoning Commission recommended approval of the above referenced special use permit application with conditions; and

WHEREAS, a public hearing on said special use permit application was held before the Board of Trustees on July 8, 2014, as required by Section 4.05.010 (A)(5) of the Eagle Municipal Code; and

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

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

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

Section 1. That a special use permit for a medical marijuana center in the Commercial General (CG) Zone District east of Nogal Gulch, for property located at 1125 Chambers Avenue, Town of Eagle, County of Eagle, State of Colorado, is hereby approved subject to the following conditions:

- A. The size of the combined retail marijuana store and medical marijuana center shall not exceed two thousand (2,000) square feet.
- B. A development permit issued by the Town shall be required for the proposed building associated with the medical marijuana center.
- C. The Applicant shall not be permitted to sell any medical marijuana, medical marijuana products, medical marijuana accessories, or other related products until it has received licenses from the Town of Eagle local licensing authority and the State of Colorado to operate a medical marijuana center and copies of such licenses and any associated drawings are submitted to the Town and added to the record of this special use permit.
- D. The Applicant shall not be permitted to sell any medical marijuana, medical marijuana products, medical marijuana accessories, or other related products until the Town of Eagle's Building Official reviews and approves occupancy of the building for a medical marijuana center. Ventilation improvements shall be required to comply with the operational requirements of the State of Colorado and standards contained in Chapter 5.15 of the Eagle Municipal Code.
- E. Signage for the medical marijuana center shall not exceed the signage allowance approved by the Board of Trustees for the related special use permits, SU13-11, SU13-12, SU13-13, SU14-06 and SU14-07. Sign graphics shall be substantially similar to the design submitted by the

Applicant for special use permits SU13-11, SU13-12, SU13-13, SU14-06 and SU14-07. Any signage shall require the approval and issuance of a sign permit from the Town of Eagle.

- F. The medical marijuana center shall be operated in full compliance with all requirements contained in the Colorado Medical Marijuana Code, Article 43.3 of Title 12, C.R.S. and all regulations promulgated thereunder, all requirements contained in Chapter 5.15 of the Eagle Municipal Code and all requirements contained in Section 4.04.100(P) of the Eagle Municipal Code.
- G. Staff shall conduct an annual review of the special use permit to insure compliance.
- H. Applicant shall submit an application for a development permit within one (1) year from the date of approval of the special use permit or the special use permit shall expire.
- I. Any transfer of business ownership, changes in the business organization or business principals shall be reviewed and approved by the Board of Trustees.

Section 4. Pursuant to Section 4.05.010 (A)(1)(b) of the Eagle Municipal Code the Board of Trustees finds and determines that no street improvement fee pursuant to Section 4.13.185 of the Eagle Municipal Code shall be required at this time but may be required upon issuance of the development permit. Pursuant to Section 4.05.010 (A)(1)(c) of the Eagle Municipal Code, the Board of Trustees finds and determines that no fire protection services impact fee shall be required to be paid at this time pursuant to Section 4.13.186 of the Eagle Municipal Code, but may be required upon issuance of a development permit. Pursuant to Section 4.05.010(A)(1)(d) of the Eagle Municipal Code, the Board of Trustees finds and determines that no emergency medical services impact fee is required to be paid at this time pursuant to Section 4.13.187 of the Eagle Municipal Code, but may be required upon issuance of a development permit.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on July 22, 2014.

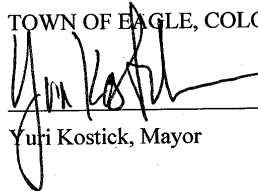
ATTEST:



Sarah Braucht, Town Clerk

TOWN OF EAGLE, COLORADO

By:



Yuri Kostick, Mayor

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 20
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO APPROVING A SPECIAL USE PERMIT FOR TUMBLEWEED EAGLE, LLC

WHEREAS, recreational retail marijuana use is considered a special use of a "retail marijuana store" in the Commercial General Zone District, which use is allowed by special use permit if also located in a designated area identified in Section 4.04.100 of the Town of Eagle Town Code;

WHEREAS, on March 3, 2019, Tumbleweed Eagle, LLC (the "Applicant") submitted an application for a special use permit (the "Application");

WHEREAS, the Applicant seeks a special use approval to relocate its recreational retail marijuana use from 1125 Chambers Avenue to 12 Eagle Park East Drive (the "Property"), which Property lies both within the Commercial General Zone District and designated area;

WHEREAS, the Planning and Zoning Commission held a properly-noticed public hearing on May 21, 2019, and recommended that the Board of Trustees approve the Application with conditions;

WHEREAS, the Board of Trustees held a properly-noticed public hearing on June 11, 2019 to consider the Application; and

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

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

Section 1. The Board of Trustees finds that the Application meets the criteria set forth in Section 4.05.10 of the Town of Eagle Municipal Code and that approval of the Application is in the best interest of the public health, safety and welfare.

Section 2. Based on the foregoing findings, the Board of Trustees hereby approves the Application with the following conditions:

1. Occupancy of the Property for the approved use shall not be permitted prior to the issuance of a State of Colorado Licenses for the referenced uses;

2. Upon issuance of licenses by the State of Colorado, Special Use Permit 13-11 shall become void;

3. The Chambers Avenue access shall not be permitted for exiting the Property;
4. The Applicant shall apply for a building permit within one (1) year of this approval or the special use permit shall expire.

INTRODUCED, READ, PASSED AND ADOPTED ON JUNE 11, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



**CERTIFICATE OF RECOMMENDATION
ADDENDUM**

TO: Honorable Mayor McKibbin and Town Board of Trustees

FROM: Department of Community Development

DATE: June 11, 2019

PROJECT: Red Mountain Ranch Annexation, Planned Unit Development, and Subdivision Sketch Plan

FILE NUMBERS: AN17-01 / PUD17-01 / S18-02

APPLICANT: Merv Lapin Revocable Trust & Red Mountain Ranch Partnership LLP

LOCATION: Approximately 130 acres on the east end of the town boundaries, south of Highway 6, north of the Eagle River. Parcel Numbers 193926300012, 193927400039, 193927300029, 193934200041, 193934200042, 193933100004, 193933100002.

ZONING: (Existing) Resource (R) in Unincorporated Eagle County; (Proposed) Residential (R/PUD), Commercial (C/PUD), and Public (P/PUD), in the Town of Eagle

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

- A. Summary of Final Outstanding Issues for RMR Annexation and PUD Zoning dated June 6, 2019
- B. TBOT 3/26/19 Response Memorandum from Pylman & Associates dated June 6, 2019
- C. Annexation Map dated May 20, 2019
- D. Fiscal Impact Report dated June 6, 2019
- E. PUD Zoning Plan Map dated May 20, 2019
- F. PUD Guide dated June 6, 2019
- G. Subdivision Sketch Plan dated May 20, 2019
- H. Resource Engineering, Inc., Technical Review of Water Submittal dated June 4, 2019
- I. Public Comment Summary Report
- J. March 26, 2019 Town Board meeting minutes

PUBLIC COMMENT: Staff has received three (3) letters of public comment as of 12 pm on June 6, 2019. Letters received after this time will be gathered and entered into the public record at the hearing.

STAFF: Carrie McCool, Interim Town Planner

REQUESTS: 1. Annexation

2. Planned Unit Development (PUD) for a maximum of 153 dwelling units of various types, limited commercial areas, and open space/park areas on 106 acres;
3. Site Specific Development Plan (vested property rights); and
4. Subdivision Sketch Plan

PROJECT STATUS OVERVIEW

A public hearing before the Town Board of Trustees was conducted on March 26, 2019 wherein these applications were opened for public comment. A copy of the Staff Report can be accessed at https://www.townofeagle.org/DocumentCenter/View/15204/TB-Staff-Report_RMR_FINAL-with-Attachments. The public hearing meeting minutes are included in this staff report addendum. At the public hearing, the applicant, Rick Pylman on behalf of Mervyn Lapin Revocable Trust and Red Mountain Ranch Partnership, LLLP, presented the project's history, an overview on how Planning and Zoning Commission and Town Staff conditions of approval would be addresses and proposed changes/anticipated updates to the original annexation, Planned Unit Development (PUD) and Subdivision Sketch Plan applications as follows:

- Modify the underlying zoning request on Planning Area 7 from R/PUD 5 Residential to (R) Resource.
- Extension of water and sewer service to Planning Areas 1-7.
- Local Employee Residency Program (LERP) Plan is not completed but the applicant will continue to work on it.
- Proposal to dedicate Parcel 5B to the Town at the time either Planning Area 4 or Parcel 5B is developed.

Since the above-referenced changes were not reflected in the application materials or submitted for review prior to the public hearing, Town Staff did not have any comments or recommendations on the above-referenced application changes. In response to public comment and Town Board feedback at the hearing, the applicant has revised their application proposal as follows:

- Updated Annexation Map to confirm continuity requirements
- Elimination of Planning Area 7 (24.5 acres) from the proposed development
- Redistribution of the nine (9) units from Planning Area 7 into Planning Area 4 to allow 44 units on 13.8 acres
- Water main extension will be constructed to serve all planning areas within the development
- Modification to water rights dedication
- Revised LERP Plan proposal

A number of the submittal documents were received on June 4th, 5th, and 6th. As such, staff has not had adequate time to review all of the resubmittal materials in an effective manner. The purpose of this Staff Report Addendum is to provide an overview of the key outstanding issues to obtain Board input as staff works with the applicant in finalizing the resulting Annexation and Development Agreement.

KEY ISSUES SUMMARY

Contiguity

The applicant has removed Planning Area 7 from the proposed development. Although the property boundaries have changed, staff finds they are contiguous with town boundary for 7,476 feet of its 19,485-foot total exterior boundary (or 38 percent of its perimeter) as demonstrated on the updated Annexation Map; thereby exceeding the one-sixth contiguity (17%) requirement per Section 31-12-104(a) of CRS.

Water Rights – Conformance with the Town’s Municipal Code Chapter 4.15.

The maximum approved density for the Development is 113.1 EQR. Applicant has agreed to convey to the Town all water rights historically used upon the Property (Planning areas 1-6), plus any additional water needed to meet the Code requirement of 0.95 acre-feet/EQR. The Property shall have raw water irrigation for all permanently irrigated residential landscaped area, 3.39 acres, for which Code § 12.16.060 allows a credit of 14.76 EQR. The potable water dedication is therefore based on 98.34 EQR and requires dedication of 93.42 acre-feet of historic consumptive use credits. The Development includes an additional 1.31 acres of raw water irrigation in parks and other open space areas for a total of 4.70 acres. The raw water irrigation dedication is 8.13 acre-feet based on a quantified HCU of 1.73 acre-feet per acre in Case No. 84CW659 which is sufficient to irrigate this acreage. Therefore, the final required water rights dedication amount is 101.55 acre-feet. Parcels 1-6 of the Development include a total of 48.2 acre-feet of consumptive use from the Wilkinson Ditch and 17.01 acre-feet of consumptive use from the Warren Ditch for a total of 65.21 acre feet. The remaining balance of 36.34 acre-feet shall be conveyed by Applicant from senior water rights associated with the parcel previously conveyed to the Eagle County School District for which Applicant retained the water rights, for a total water rights dedication for potable service and raw water irrigation of 101.55. To satisfy non-irrigation season needs, at annexation the Applicant shall pay the non-irrigation season rate to the Town of \$7,000 per 0.05 acre-feet x 113.1 EQR for a total of \$39,585. As described above, Applicant shall dedicate to the Town 8.13 acre-feet of water to be used for the raw water irrigation system. Based upon the conveyances herein, there are no additional water rights available for purchase by the Town in accordance with Code § 12.26.070. Applicant shall reimburse the Town for any and all costs and fees associated with the necessary water court applications to change the dedicated water rights for use within the Town's potable water system and any changes necessary for the operation of the raw water irrigation system. The Town will lease back to Applicant and its successors 8.13 acre-feet of the water rights to be utilized in the raw water system.

Water and Sewer Service

The applicants initially proposed to provide municipal water and sewer service to Planning Areas 1 and 2 and utilizing on-site wells and fire protections systems, and on-site sewage disposal systems to serve Planning Areas 3-7 until a future point in time when municipal water and sewer can be extended at the expense of the development. Staff raised numerous concerns with alternative methods of providing water and sanitary service to Planning Areas 3-7. Planning Area 7 is no longer part of this application.

The applicant has revised its application to such that the Town will provide water and sanitary sewer service for all Planning Areas 1-6. Applicant shall construct a dead end water main extension all the way through Planning Area 6. The Public Works Department raised concerns related to maintaining water quality standards due to the low number of users on the line, increased town costs to maintain the proposed dead end water line and the possibility of limiting future development in the area since it would not be a looped system.

To address these concerns the applicant has agreed to bear all costs of maintenance, repair and replacement of the water main extension for 10 years from the date of installation through Planning Area 6, which installation may occur in phases; Applicant shall be fully responsible for all maintenance, repair and replacement of this water main extension from its initial install until 10 years from that date that it is terminated through Planning Area 6. Further, the Applicant has agreed to install a water meter at the end of the line and will flush the line at a frequency as required to meet State safe water drinking standards. The Public Works Director shall at all times have a right of inspection and the water main extension must meet all specifications as set forth in the Code. The Applicant has also agreed to pay for the flushed water at the then applicable Town bulk water rate until such time as the water main extension is looped. If the water main extension is looped and other Town water users are connected thereto, the Town, Applicant and other water users, as applicable, will enter into a cost recovery agreement for the Applicant to recover a percentage of its construction costs from these additional users. At the expiration of the 10 year maintenance period, the Public Works Director will again inspect the water main extension and will not take over maintenance, repair and replacement until the town is satisfied that the water main extension meets all applicable Town specifications. These agreements are reflected in the Annexation and Development Agreement and attached to this staff report.

Fiscal Impact Analysis

The applicant submitted an updated Fiscal Impact Analysis on June 6, 2019. The revised analysis is based upon the construction of a total of 153 residential units and 15,000 square feet of commercial space. It is expected that buildout will be complete by the end of 2029 with an aggregate non-inflated value of approximately \$112.225 million. Based upon an average occupancy of 2.81 persons per home it is projected that Red Mountain Ranch, will generate approximately 430 full-time equivalent incremental residents at full-buildout.

The report provides an analysis of potential incremental Town of Eagle revenues generated, and general fund expenditures incurred as a result of the annexation and development of Red Mountain Ranch based on forecasted assumptions. The report does not provide an analysis of the potential increased operating and capital expenses in the Town's enterprise funds that will be generated as a result of the annexation and development. Town Staff generally supports methodology of the fiscal impact analysis, however, does not agree with the assumption for the additional expense for public safety. Currently, the report is showing \$57,012 in additional operating expenses for public safety at build out. This amount will only pay for half an officer's wage & benefits at today's current rates. Staff is recommending at least one additional full-time officer for the development plus other operating costs for that officer. This would entail at least doubling the public safety operating expenditures per household. This adjustment would generate a cost to the Town of at least \$24,416 a year at full build out.

Local Employee Residency Program (LERP)

The proposed overall maximum density of 153 units has remained unchanged. As such, the applicant will be required to provide 16 units in conformance with the Town's Local Employee Residency Program. It has always been the applicant's intention to comply with LERP as a number of compliance options have been considered through the development review process.

The applicant's current LERP Plan proposal is to provide employee housing in accordance with Section 4.13.065 of the Municipal Code in the amount of 10% of development of residential dwelling units. That employee housing would be on-site but the Owners are proposing to provide plans for construction or provision of employee housing at the time of applying for Development Permit for each planning area.

While staff understands the applicant's desire to provide flexibility on when the LERP units are constructed, it is important to have the LERP Plan incorporated into the PUD Guide and ADA to ensure future developers understand the commitment to providing affordable housing within the development. As such, Staff recommends language be included in the ADA that clearly states 16 units shall be constructed throughout the development and delineates how many of those units are to be built in each planning area based on the maximum densities identified in the PUD Guide. The location and character of the employee residences will be based on the Code in effect at the time of each Development Permit application.

The town's continued preference is to negotiate a cash-in-lieu contribution that could be leveraged to facilitate the development of employee housing at the West Eagle redevelopment project on property owned by Eagle County. The applicants have presented a cash-in-lieu option that includes payment of \$650,000.00 for employee housing mitigation. This equates to \$40,625 per unit which is \$87,375 lower than the County's cash-in-lieu amount per u. Further, the applicants propose to pay \$325,000.00 within seven (7) days of the effective date of the annexation and \$325,000.00 paid when the Town has an approved Development Plan to build affordable housing within the Town of Eagle.

Staff finds the applicant's cash-in-lieu proposal is significantly lower (\$87,375 lower per unit) than the County's cash-in-lieu calculation of \$128,000 per unit. Further, the timing of the second payment might not correspond to when (target early 2022) the town would need the money to help fund West Eagle redevelopment project.

Impact Fees

The Municipal Code requires impact fee payments for the street improvement fee, fire department impact fee, water tap fee, sewer tap fee, and school land dedication fee all of which are to be paid at time of PUD or Subdivision approval. The applicant is requesting a variation to allow such payments to occur at time of Development Plan approval as they assert the exact densities would not be known until Development Plan approval. Staff finds that the impact fees should be paid at the time of each Development Permit application as the densities and impacts will be known at that time. The Draft Annexation and Development Agreement reflects this trigger for schools, street, fire, and public safety impact fees to be paid at time of Development Permit application.

Dedication of Open Space Parcels

The applicants are committed to dedicating open space parcels; however, the timing of that dedication differs from the town's open space objectives. Specifically, they object to dedicating open space parcel 1-9 until the lands are subdivided and a comprehensive Riparian Area Management Plan (RAMP) is completed. Through the development review process, the applicant has indicated that the actual development of the property is unknown. This raises concern with the applicant's proposal in that the property could be annexed while the open space parcels that are needed to demonstrate a public benefit wouldn't be provided to the community. As such, staff recommends the applicant dedicate open space parcels at time of annexation.

**RED MOUNTAIN RANCH PARTNERSHIP LLLP
MERVYN LAPIN REVOCABLE TRUST
GRIFFIN LLC**

June 6, 2019

TO: CARRIE MCCOOL; TOWN PLANNER, BRANDY REITTER; TOWN MANAGER,
TOWN OF EAGLE BOARD OF TRUSTEES

FROM: MERV LAPIN; MANAGING PARTNER, RED MOUNTAIN RANCH PARTNERSHIP
LLLP, MERV LAPIN; MERVYN LAPIN REVOCABLE TRUST, ROCKY CORTINA;
MANAGER, GRIFFIN LLC

CC: ERIC EVES, SPENCER BLAIR; RED MOUNTAIN LAND
RICK PYLMAN, PYLMAN AND ASSOCIATES

RE: Summary of final outstanding issues for RMR Annexation and PUD zoning.

In an effort to continue to work with the Town to make this a project of which the Town and Red Mountain Ranch can be proud. RMR has done our best to come to agreement on outstanding issues and to provide further detail on each item. The usual practice is to have Annexation and Development Plan approval occur at the same time. RMR is separating the process so that the Town will have the opportunity to review the plan details twice before Town approval. This makes timing of dedications and timing of fee payment a particularly important consideration. Please recognize that this project has committed to an estimated 3 million dollars in infrastructure up front before development occurs.

Summary of final outstanding issues for RMR Annexation and PUD zoning.

- **Dedication of water rights-** *RMR is in agreement (Section B)*
- **Impact fee (Timing of Payment)-** *RMR is in agreement of the fees to be paid, the specific unit mix will not be determined until Development permit upon which impact fees will be based (Section C)*
- **Dedication of open space parcels and trail dedication-** *RMR is in agreement on the land dedications. Details on timing of the RAMP, subdivision of the parcels, and dedication reference (Section D)*
- **LERP Compliance-** *RMR is in agreement and has proposed an option for cash-in-lieu reference (Section E)*
- **Building heights-** *RMR is in agreement (Section F)*
- **PUD Zoning Plan Revisions-** *RMR has made all requested revisions (Section G)*
- **PUD Guide-** *RMR has made all requested revisions (Section H)*

NOTE: Please see Section A- H attached for backup, details and reasoning.

Section A. Water Main Extension Proposal

Staff directive from Town Board

The proposed water main extension proposal is generally acceptable; however, cost to maintain the dead-end line shall be borne by the Developer for a period of ten (10) years from the date of annexation. Additionally, a meter shall be installed at the end of the line for measuring the flushing flow wherein the owner shall be responsible to pay the for the water flushed as measured by the meter at the bulk water rate. The Annexation and Development Agreement will include provisions for looping the water system in the future and a cost recovery agreement for when this is done and additional developments are connected thereto.

RMR RESPONSE

RMR is in agreement that cost to maintain the dead end line shall be borne by the developer/HOA for a period of ten (10) years from the date of Annexation. RMR also agrees that the meter shall be installed at the end of the line for measuring the flushing flow and the developer/HOA shall be responsible to pay for the water flushed as measured by the meter at the bulk water rate. RMR is also in agreement with the negotiation of a cost recovery agreement with the affected land developer/HOA. It is RMR's intent to have a system that is solely on RMR property and maintains the standards of the Town's water quality, performs on its own and has the ability for future looping.

Section B. Dedication of water rights

Staff directive from Town Board

All water rights associated with the property being annexed will be dedicated to the town at time of annexation, plus any additional water needed to meet the Code requirements of 0.95 acre-feet/EQR for a total of 80.39 AF (this reflects the raw water irrigation credit). In addition, Developer will dedicate sufficient senior water rights for the nonpotable system, which water rights will be leased back to the Metro District/HOA for use in that system. The Town will not reconvey or reallocate these water rights if the full density is not achieved. In addition, Owner shall pay, at annexation, the nonirrigation season rate of \$7000 per AF for $0.05 \text{ AF} \times 112.8 = \$39,480$ (this may be reduced to $0.05 \text{ AF} \times 80.39 = \$28,136.50$).

RMR RESPONSE: RMR is in agreement with the water rights outlined above. The updated EQR assessment memo is attached.

Staff directive from Town Board

We understand Planning Area 7 may be excluded from the application. Staff has confirmed removing PA 7 from the application would not trigger re-noticing.

RMR RESPONSE

RMR is in agreement to exclude Planning Area 7 from the annexation contingent upon receiving a letter from the Town attorney indicating that adjustment of the annexation map would not delay, effect the timing or the validity of this annexation approval. We have adjusted the PUD guide and corresponding maps. We have also adjusted the attached Annexation Development Agreement

terms to reflect the removal of Planning Area 7.

Section C. Impact fee (Timing of Payment)

Staff directive from Town Board

The Town is agreeable to payment of the PIF for both water and sewer, at the then applicable in-Town rate, at time of building permit. Water shall be based off of 84.62 EQRs (reflects the irrigation credit) and Sewer shall be based off of 112.8 EQRs. All other impact fees are to be paid at time of annexation.

RMR RESPONSE

This Annexation is occurring at the PUD zoning level. Maximum densities are being approved but the exact density will be determined at Development Plan. More importantly the specific unit mix will not be determined until Development permit. Most of the planing areas allow for both single family and multi-family so it is impossible to accurately calculate the fees.

The calculation of the school dedication cash-in-lieu is entirely dependent on the specific unit type. RMR shall pay cash-in-lieu of dedication for School Lands in accordance with **Section 4.13.080.D at the time of Development permit approval**. A dedication of land for School Lands shall not be required.

The Street Impact Fee is \$1016 for single family and \$646 for multi-family, therefore fees cannot be calculated until the unit mix is known at Development Plan approval. RMR shall pay the Street Improvement Fee in accordance with **Section 4.13.220** of the Municipal Code at the time of Development permit approval.

The Fire Protection Impact Fee is \$1764.84 per single family and \$806.40 for multi family therefore fees cannot be calculated until the unit mix is known at Development Plan approval. Commercial is based on square footage and specific use therefore fees cannot be calculated until development plan approval. RMR shall pay the Fire Protection Impact Fee in accordance with **Section 4.13.230** of the Municipal Code.

At the time of Development Plan approval, RMR shall pay all impact fees which are adopted by ordinance of the Board of Trustees of the Town of Eagle and which are applied on a uniform basis throughout the Town, including the newly adopted Public Safety Impact Fee.

Section D. Dedication of open space parcels and trail dedication

Staff directive from Town Board

All open space parcels shall be dedicated to the town at time of annexation without conditions of funding for improvements or a ten year timeframe. The town is satisfied with dedicating the discovery trail easements at time of Development Permit application for the respective Planning areas and pursuant to the RAMP.

RMR RESPONSE

RMR is committed to the O/S 1-3 land dedications as outlined in our submittal. The O/S 1-9 parcels must first be subdivided and a comprehensive Riparian Management Plan completed. The comprehensive Riparian Management Plan will be completed prior to or concurrent with the submittal of the first planning areas development permit. Subdivision and dedication to the Town will occur at the first post development permit subdivision plat filed within the corresponding planning area. At that time the Town will assume all funding, maintenance and liability obligations for such lands.

All parts of the project that border the river should be discussed and planned for within a comprehensive Riparian Management Plan (RAMP). This RAMP is the single most important factor in ensuring protection of this sensitive resource. Any dedication prior to subdivision, approval and construction of access, internal roads and parking, as well as completion and approval of the RAMP would be premature and very problematic, causing major issues involving trespassing, parking, liability and degradation of sensitive areas. Following this process will ensure there is a focus on the Rivers water quality, fish health, appropriate public access for recreation and protection of riparian and sensitive areas.

Owner shall dedicate Planning Area 5B in the amount of 3.0 acres to the Town. The dedication shall occur at the first post development permit subdivision plat filed either for Planning Area 4, 5 or 6. Planning Area 5B shall include an easement for utilities and drainage along the Highway 6 right-of-way with a minimum width of 50'. An exhibit has been provided. The purpose of Planning Area 5B shall be for public park purposes. The final subdivision plat for Planning Area 5 and 5B shall include an access easement across Planning Area 4 for the benefit of Planning Area 5B for vehicle, drainage and utility purposes in the general location depicted by the road alignment on Planning Area 4. Planning Area 5B shall be dedicated by special warranty deed.

It is customary for Town exactions to occur when developments are approved. This ensures that both parties have the incentive to come to an equitable agreement.

Staff directive from Town Board

Ownership and maintenance needs to be consistent with the parameters in the PUD Guide (i.e., Parcel OS6 shall be owned and maintained by the HOA for Planning Area 4, etc.) not the draft term sheet provide by the applicant's team.

RMR RESPONSE

PUD guide has been revised accordingly.

Staff directive from Town Board

There will be no reversion.

RMR RESPONSE

RMR is in agreement with removing the reversion language and adjusting reservation within the

Annexation Development Agreement to address protective covenants that can form protection to ensure that dedicated lands will always remain as open space or public park spaces and will never become anything other than what is intended upon dedication. RMR suggested these reversionary clauses for OS1, OS2, OS3, and Planning Area 5B in order to avoid future issues and ensure the buyers homesites across and next to these OS designations can count on the OS designations to be forever.

Staff directive from Town Board

The private wastewater lift station proposed on OS-1 shall be relocated within R/PUD-1.

RMR RESPONSE

RMR is in agreement that the private wastewater lift station proposed on OS-1 shall be located within R/PUD-1 and not in O/S 1. We have adjusted our maps and the ADA terms language. There still will need to reserve easements in O/S 1 for an electrical line that needs to be buried and for stormwater retention described below. We believe that with innovative design the stormwater retention could be an enhancement to O/S 1

Red Mountain Ranch Stormwater Design

Two components of stormwater flows at RMR will be calculated based on The Urban Drainage and Flood Control District (UDFCD) manual to calculate the first component which is water quality capture volume (WQCV) which is based upon impervious area percentages of each developed drainage basin. The second component will be detention of developed flows to historic levels. Stormwater ponds for the Red Mountain Ranch project will be fully analyzed and sized as a part of the Preliminary and Final Drainage Reports. It is anticipated that several ponds will be needed in order to provide treatment of the WQCV. One of the basins will be located at the west end of PA-1 as it is the lowest portion of the RMR site and allows gravity flow of stormwater flows to be captured and treated for both water quality and detention prior to release to the receiving waters (Eagle River)

Section E. LERP Compliance

Staff directive from Town Board

The town's continued preference is to negotiate a cash-in-lieu contribution that could be leveraged to facilitate the development of employee housing at the West Eagle redevelopment project on property owned by Eagle County. The Town supports the County's cash-in-lieu formula which would equate to approx. \$128,000 per unit to be paid at time of annexation. The Town is open to consider a lower amount and has discussed \$60-\$70,000 per unit. Alternatively, the applicant must develop a LERP Plan that demonstrates how they will meet LERP requirements. The LERP Plan shall be incorporated into the PUD Guide and units built per planning area.

RMR RESPONSE

RMR shall provide employee housing in accordance with Section 4.13.065 of the Municipal Code in the amount of 10% of development of residential dwelling units. Employee housing

shall be on-site. Owner shall provide plans for construction or provision of employee housing at the time of applying for Development Permit for each planning area.

Owner and Town may agree to a cash-in-lieu of employee housing mitigation within the Annexation and Development agreement.

RMR proposes the following option for cash-in-lieu of employee housing mitigation in the total amount of \$650,000.00 payable as follows: \$325,000.00 paid within seven (7) days of the effective date of the annexation and \$325,000.00 paid when the Town has an approved Development Plan to build affordable housing within the Town of Eagle.

Section F. Building heights

Staff directive from Town Board

The height of buildings is a community-wide concern. In addition to how building height is measured, the town wants to ensure that building height and massing is context sensitive and does not set forth a disproportionate value of land. Please demonstrate that the proposed alternative building heights and building height measurement will prove to be a public benefit over strict application of the regulation varied from, and that such variation is not detrimental to the public good and does not impair the intent and purposes of the zoning regulations.

RMR RESPONSE

RMR has revised the PUD guide to reflect the town building height limit of 35ft.

Section G. PUD Zoning Plan Revisions

1. Provide consistent labeling of the 12' soft surface Discovery trail throughout. RMR is proposing a 10 ft. Soft trail public easement.
2. Clearly delineate the wetland lines and floodplain boundaries throughout each planning area (they are currently very hard to read). Maps have been revised accordingly.
3. Depict the access points per the Access Management Plan (per the 5/16/19 conference call with CDOT). Maps have been revised accordingly.
4. It would be helpful to depict the future 3 legged roundabout at the end of OS-8. Based on further conversation with town staff maps have not been amended.
5. Clearly depict the stream setbacks as proposed in the PUD Guide (50' and 75' as proposed). Maps have been revised accordingly.
6. Delineate all proposed easements for utilities. The assumed utility easements in O/S 1 and Planning area 5B are shown. Specific utility designs will be completed at Development plan.
7. Describe storm water facilities proposed/required. Maps have been revised accordingly.
8. Depict public fishing easements as referenced in the PUD Guide. Maps have been revised accordingly.

Section H. PUD Guide Revisions

1. Please delete all narrative that explains Code requirements and keep all development and dimensional standards for ease of implementation. PUD guide has been revised accordingly.
2. Include the widths and materials of the discovery trail in the trail standards section (page 23). It would be great to set forth the location of the discovery trail in this section instead of in the Purpose sections per planning area. PUD guide has been revised accordingly. Location of the soft trail to be defined in the RAMP and approved at Development Plan approval.
3. Instead of repeating in the narrative per Planning Area, please set forth a blanket statement (at the end of the PUD Guide – maybe after 15 Conflicts & Interpretations) that development is prohibited until connection to the Town's water and sewer service system is provided at the developer's expense. Of course, you should state "with the exception of vault toilets for campgrounds, trailheads, and other similar facilities." PUD guide has been revised accordingly.
4. Consider adding a list of prohibited uses per Planning Area, though the Town cannot enforce fishing restrictions/regulations.
5. We'll need to discuss the list of permitting uses in PA 3 in detail. The way this section is currently written does not ensure PA 3 is build out as intended for the environmental education facility. PUD guide has been revised accordingly.
6. Update density transfer provisions to allow transfer between Planning Areas 1, 2, 3, 4, 5 and 6. Clarify that no dwelling units are allowed on PA 5B and 7. PUD guide has been revised accordingly.
7. Update LERP section per comments above. PUD guide has been revised accordingly.
8. Include the requirement for review and approval of a Riparian Management Plan with the submittal of the first development application. The Riparian Management Plan shall allow for adequate public access to the river and open space parcels while protecting environmentally sensitive areas. PUD guide has been revised accordingly.



MEMORANDUM

TO: Town of Eagle Planning Staff
FROM: Red Mountain Ranch
DATE: June 6, 2019
RE: TBOT 3/26/19 response

The purpose of this memo is to provide a response to the summary of Town Board of Trustee comments and questions brought forth from the April 26, 2019 Town Board of Trustees meeting.

1) What is the difference between the stream setback language suggested by staff and the setback language proposed in the PUD Guide?

Response:

The proposed PUD Guide language that was initially proposed was written to allow a variable setback of either 50 or 75 feet depending on the height of the terrain above the river level. This initially proposed language required buildings and pavement to meet a 75-foot setback and allowed landscape improvements in the area between 50 and 75 feet.

The staff condition of approval #2 in the March 21, 2019 Planning Commission memo requested revision to this language and suggested limiting the allowed improvements in the setback area. The condition of approval was not actually written as proposed setback language.

The applicant has re-written the proposed PUD language since the 3/23/19 Town Board meeting to eliminate the setback distance variability based on height above the river level.

All Planning Areas except for Planning Area 5 are now restricted to a 75-foot river setback. Planning Area 5 is proposed for a 50-foot river setback. The applicant believes that a 50-foot setback, which meets the current requirement in the town code, is appropriate for Planning Area 5 due to the steepness of the river bank. And the existing disturbed condition of the property within the area between 50 feet and 75 feet. Keeping this land out of the "no disturb zone" within the setback requirement will allow this very disturbed

area to be reclaimed and revegetated. The actual area where buildings would be located within the area between 50' and 75' from the high water mark is limited.

The proposed PUD language now hews very closely to the existing Town of Eagle land use code language, with the setback expanded from 50 feet to 75 feet, except for Planning Area 5. The proposed revision to the existing town code language changes the utility review process from a Special Use Permit to Development Permit, and allows for revegetation of previously disturbed areas.

A comparison of the existing Town Code language and the proposed PUD Guide language is attached for review.

2) What is the camping use proposed in the PUD Guide for PA-4?

Response:

The Town Community Development Department staff requested that the applicant add Campground as an allowed use to this Planning Area. The concept was that there may be an opportunity to develop a temporary campground until the area was ready for permanent uses. The applicant does not have any immediate intention of developing a campground on the site at this time and feels that a campground use could create conflicts with the preservation of sensitive areas along the Eagle River.

3) Who is responsible for constructing the Town Park improvements (boat ramp)?

Response:

The applicant will dedicate the land for the town park and provide an access easement from the Highway 6 access location identified in the CDOT draft Access Management Plan. The draft CDOT Access Management Plan requires one shared access point with the town park and Planning Areas 3 and 4.

The terms for the timing of the dedication of Planning Area 5B have been detailed in the proposed Annexation and Development Agreement. The Town of Eagle would be responsible for the planning, design and implementation of any improvements.

4) Is water & sewer service financially viable for PA-3 through 6?

Response:

The applicant believes that water and sewer service is financially viable for these parcels.

5) Is there documentation on the current riparian corridor status?

Response:

Heather Houston of Birch Ecology has previously completed a wetland delineation and initial assessment of the riparian corridor on the north side of the Eagle River. This work was completed in 2008, 2013, 2015 and 2016. The wetland delineation will be reviewed and updated during the summer of 2019. In addition, a detailed Ecological Assessment of the riparian corridor will be produced during the 2019 growing season. This Ecological Assessment Report will provide the foundation for developing the Master Plan and the other components of the Riparian Management Plan. Specifically, the initial work completed by Heather Houston will be expanded upon and supplemented by verifying and updating the wetland map, and by mapping other important ecological features. As a part of the Ecological Assessment, Birch Ecology will map the high-quality habitats and ecologically sensitive areas, identify priority areas for weed management, and areas that could benefit from additional plantings.

6) Why is PA-3 considered environmentally sensitive?

Response:

Based on the initial investigations completed by Heather Houston as a part of the wetland delineation, the project site contains high-quality wetland habitats on the floodplain and low terrace of the Eagle River. During the field investigation, an area of organic soil was identified within PA-3. This soil type is indicative of a fen wetland, which is considered environmentally sensitive and is subject to special protections from the U.S. Army Corps of Engineers. The upland land area designated for the education center is the only area of PA-3 that is not environmentally sensitive.

7) Show floodplain in relation to the stream buffers, there is concern about high runoff and building locations.

Response:

The 100 year floodplain is shown on the existing conditions map and the PUD Zoning Plan maps. Building placement along the river is controlled by the river setback, the location of the wetlands fringe and the 100 year floodplain. These elements create a “net effective” setback and all buildings must be located outside of all of these areas. No building will be allowed within the 100 year floodplain, within wetlands or within the river setback.

8) How useable is OS-3 and what is access to this parcel?

Response:

The proposed OS-3 open space is the Red Mountain Ranch owned land on the south side of the Eagle River at the west end of the property.

The Eagle River Corridor Plan, in Chapter 3 - Open Space and Trails, defines three types of Open Space; Preservation Areas, Natural Experience Areas and Active Recreation Areas. The definition of Preservation Areas states that these areas are the most environmentally sensitive and “should be protected in their natural condition without development of any

kind and without the intrusion of trails.” This land, designated as Open Space Area 5 in the River Corridor Plan, is indicated as a Preservation Area. Given that designation the PUD Guide has proposed very limited allowed uses of fishing and soft surface trail access with limited river access points. Fishing is limited to fly fishing catch and release only with no commercial guiding allowed.

There is an existing soft surface trail that extends onto the property from the adjacent BLM land.

10) What is the proposal on short term rentals?

Response:

The applicant believes that short term rentals are appropriate for Planning Areas 1 and 2 and have listed that use as a use-by-right in the PUD Guide. The PUD Guide has been revised to delete the short term rental use from Planning Areas 3 through 7. The Town Code will apply to these areas.

11) How will the 40 foot building height be measured?

Response: The PUD Guide has been revised to eliminate any building height allowance beyond the Town Code maximum of 35 feet. Building height will be defined as per town code.

12) What are the vesting timelines?

Response: The vesting timelines are 20 years and are written out in detail in the draft Annexation and Development Agreement which is being prepared by the Town of Eagle attorney with review and input by the applicant. Please review the accompanying ADA for the vesting information.

13) Need to understand water quality concerns of a long dead end line.

Response:

SGM Engineering has prepared a briefing memo describing the conceptual water system layout and outlining how the water system design will address water pressure, fire protection and water quality. SGM and the Town Public Works department staff have been engaged in review and discussion of this information. The SGM memo is attached to the document. Further details and design will be provided for council and staff to review at the Development Permit level of review.

14) How will the open space ownership and maintenance function be enforced?

Response:

It should be noted that a Monitoring and Maintenance Plan will be included as a part of the Riparian Management Plan, which is designed to provide for the long-term stewardship of

137 Main Street, Suite C107W Edwards, Colorado 81632
Phone: (970)-926-6065 Fax: (970)-926-6064 Email: rick@pylman.com

the site. The proposed Riparian Area Management Plan will include details on the ownership, maintenance and enforcement of the open space areas and of any improvements located on those areas, that are included in the Riparian Area Management Plan. The proposed Annexation and Development Agreement will include specific direction and requirements for the future Riparian Area Management Plan. The Annexation and Development Agreement will include very specific provisions regarding the Town of Eagle ability to enforce the provisions of the Riparian Area Management Plan.

Additional open space and park areas within the development areas will be owned and maintained by the HOA as is customary in residential neighborhoods. The RAMP will enable the town to provide notice of default to the owner and shall provide a reasonable period to cure such default.

15) Explain a bit more about the Riparian Management Plan and how it will be implemented and enforced.

Response:

The project ecologist, Birch Ecology, has written a brief memo describing the elements of the Riparian Area Management Plan, which is attached for your reference. This memo briefly describes the implementation element that will be articulated within the plan. The proposed Annexation and Development Agreement will include very specific provisions regarding the Town of Eagle ability to enforce the provisions of the Riparian Area Management Plan.

16) Consider dedicating a portion of the 1% transfer fee to the Town of Eagle for public safety impacts.

Response:

The applicant will create the 1% transfer fee as a mechanism to assist with the financial requirement associated with the extensive ownership and maintenance responsibilities of the Home Owners Association. In addition to the normal HOA role of design review, covenant control and common area, parks and playgrounds maintenance the HOA will take on many typical municipal responsibilities including all road repair, replacement and maintenance; all open space management and maintenance; and all sanitary sewer line lift station repair, replacement and maintenance. The applicant anticipates that the 1% transfer fee and HOA dues will be required to meet these financial obligations. The assumption of these responsibilities by the HOA creates a very positive fiscal analysis of the project for the Town of Eagle.

17) Does the annexation meet the 1/6 contiguity requirement?

Response:

Yes, the annexation meets the 1/6 contiguity requirement. The perimeter of the property to be annexed is 26,317 feet. The minimum contiguity requirement would be 4,386 linear feet. The actual contiguity with the Town of Eagle boundary is 7,476 linear feet.

The cover sheet of the annexation map has been revised with a note verifying the contiguity requirement. A copy is attached to this memo for review.

Attachments:

Eagle River setback language comparison

SGM Engineering memo on water system

Birch Ecology letter RE: Riparian Management Plan description

Revised Annexation Plat cover sheet w/ contiguity calculation note.

Setback language attachment.

Planning Areas 5 is proposed for a 50-foot Eagle River setback, consistent with the current town code distance requirement.

All other Planning Areas are proposed for a 75-foot Eagle River setback distance.

Current Town of Eagle stream setback language:

2. Live stream setback.

- a. No improvement, building, structure, excavation, dumping, or backfill shall be placed, built, undertaken or approved within a 50-foot setback area measured horizontally from the high water mark of any river or live stream, except for bridges, paths for non-motorized use, irrigation structures, flood control and erosion protection devices, or fences. If necessary to protect the stream, additional width may be required.
- b. Within such live stream setback area, underground utilities or public park structures may be allowed as a special use, following procedures set forth in [Section 4.05.010](#), provided that the Planning Commission and Town Board find that:
 - i. There is no practical alternative location for such utilities or public park structures; and
 - ii. That adequate provision is made to ensure that all construction scars are revegetated.
- c. In the Resource Zone District, permitted structures other than buildings shall be exempt from the live stream setback requirement.

Proposed Red Mountain Ranch PUD Guide stream setback language:

Eagle River setback (definition in PUD Guide)

No improvement, building, structure, excavation, dumping or backfill shall be placed, built, undertaken or approved within the designated river setback distance measured horizontally from the high water mark, except for bridges, soft surface paths, irrigation structures, flood control and erosion control devices and riparian area vegetation enhancement and revegetation of previously disturbed areas.

Within such Eagle River setback area , underground utilities or public park improvements and/or structures may be allowed as reviewed and approved as a part of a Major Development Permit process, following procedures set forth in the Town of Eagle Municipal Code, provided that the Town Board finds that:

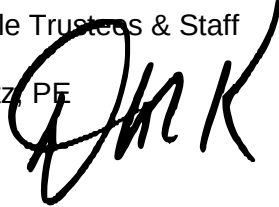
- A) There is no practical alternative for such utilities or public park structures; and
- B) That adequate provision is made to ensure that all construction scars are revegetated.

In the Resource Zone District designation within the Red Mountain Ranch PUD, permitted structures other than buildings shall be exempt from the Eagle River setback requirement.



MEMORANDUM

TO: Town of Eagle Trustees & Staff
FROM: David M. Kotz, PE
DATE: April 9, 2018
RE: Red Mountain Ranch - Water Transmission System



This memo summarizes the conceptual water system improvements proposed for Red Mountain Ranch (RMR). While the final land plans and designs for Planning Areas 1 – 6 are still under development, a conceptual water transmission design has been developed that will satisfactorily serve RMR as a standalone project during phased development. More importantly this design will meld perfectly with the overall Town of Eagle transmission and distribution system that includes development on properties to the north (fka Eagle River Station).

CONCEPTUAL WATER SYSTEM LAYOUT

Refer to the attached exhibit which shows the layout and sizes of waterlines that could serve the conceptual land plan shown. The existing Town system is somewhat deficient in terms of providing transmission to areas on the east side of Town. A grid of 12" and larger lines does not exist. RMR will provide the start this by extending a 12" transmission main eastward along US 6. When parcels to north develop. They will be able to connect to the RMR 12" line and loop back into the existing line on Chambers Avenue.

Planning Areas 1 & 2 are expected to develop first and will be served by a proposed 12" looped waterline from Nogal Road to Marmot Lane. Planning Areas (PA) 3 – 6 will be served by extending the 12" line size at least thru Planning Area 5. For optimal potable water quality, development should proceed in a west to east fashion such that water is used at all points along the way and water age is minimized.

The 12" line size is necessary to provide adequate fire flows and provide a connection point for properties to the north. The optimal line size on Planning Area 6 will be determined based on detailed water system modelling by the Town's consultant. At some point, the 12" line will be able to be downsized to 8" providing the best water quality while still maintaining adequate fire flows.

WATER SYSTEM PRESSURES

Suitable water system pressures will be found in all areas of Red Mountain Ranch. The waterlines will be connected to the existing “Town Zone” having a hydraulic grade line of approximately 6833’ based on mid-tank water surface elevations. Elevations on RMR range from about 6600’ in Planning Area 1 to 6685’ in Planning Area 6. This translates to static pressures ranging from about 100 psi to 65 psi over the entire project which is near ideal.

FIRE PROTECTION

Based on discussions and hydrant test data from a February 28, 2019 meeting with Greater Eagle Fire District Chief Randy Cohen, the water system proposed for Red Mountain Ranch will provide adequate volumes and pressures for firefighting purposes. A February 7, 2018 hydrant test at 120 Marmot Lane observed a minimal pressure drop from 76 psi static to 68 psi residual while 1250 gpm was flowed from a nearby hydrant.

While detailed water modelling will occur prior to final design, we can ascertain that fire flows exceeding 1500 gpm at 20 psi residual will be available everywhere on RMR. For reference, the 12” line length from Planning Area 2 to the east side of Planning Area 6 is 6200 lineal feet. Over that length a 1500 gpm flow would produce only a 13.5 psi drop and a 2000 gpm flow would produce only a 23 psi drop.

All indications are that the proposed design will produce acceptable fire flows in all Planning Areas. A separate modeling request has been forwarded to the Town and the results of that analysis will provide the best estimates for available fire flows at each point on RMR. That info will facilitate planning of max building size and type of construction, with or without sprinklers.

POTABLE WATER QUALITY

Water age/quality in the 12” transmission main extension thru Planning Areas 3 – 6 is a source of concern for the Town. This is especially true in the early stages of development when only a few homes are taking service from the line. Chlorine dissipates as water ages and the Town is required to maintain a 0.2 mg/L residual at all points in the system. Water age/quality becomes less of a concern as RMR builds out and after the 12” looped connection to the north development is made.

SGM recommends that, to the extent it can, RMR develops in a west to east fashion with only as much water line installed as necessary to reach the users. This will minimize water age.

If the level of development does not maintain adequate water quality, SGM recommends an auto-flush hydrant installation that operates based on chlorine residual be installed on the end of the line. This auto-flush installation will have to be designed based on parameters acceptable to the Town and also the CDPHE. Because of the cost of treatment and pumping wastewater, SGM recommends pursuing a design that does not discharge to the sanitary sewer. An installation discharging to a swale and pond for

amenity and irrigation use appears feasible, dependent on regulatory de-chlorination and other requirements.

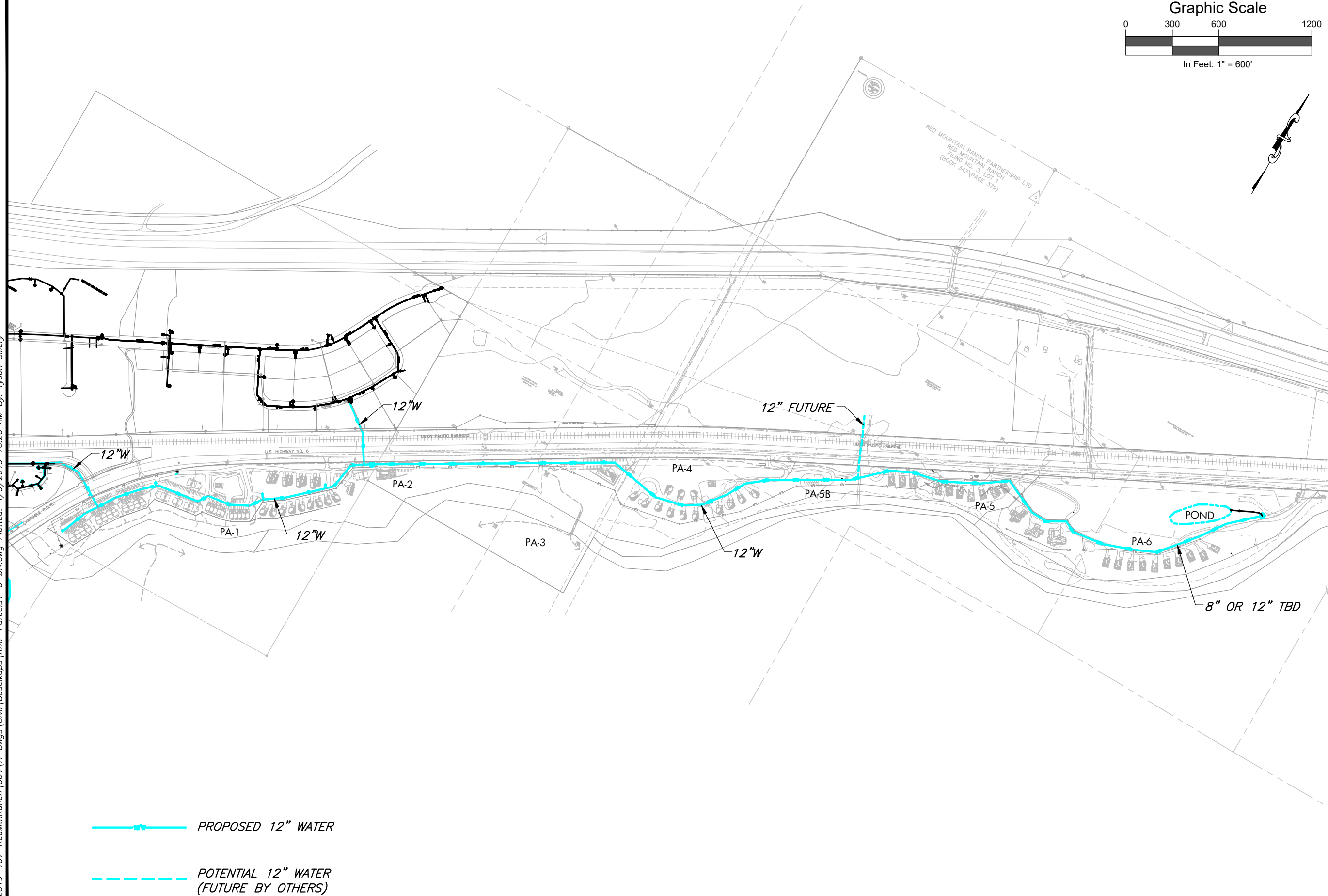
The actual flushing volumes required can only be determined with analysis of actual conditions within the Town's system under actual use conditions along the RMR main. For reference, the length of the main from the proposed loop at PA 2 to the east end of PA 6 is 6200 lineal feet. Assuming all 12" line size equates to a volume of 38,642 gallons. The entire main could be refreshed by flushing this volume.

SUMMARY

The design considerations and constraints associated with Red Mountain Ranch are not unusual and are actually typical of many other developments that SGM has designed, reviewed and completed on the Western Slope. This includes the Webb Peak Auto-flush installation for the ERWSD, and numerous major development projects in Granby, New Castle, Silt, Rifle and other municipalities where we served as consulting Town Engineer.

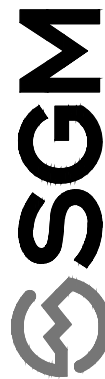
The conceptual water design proposed for Red Mountain Ranch provides satisfactory domestic service, pressures, and fire flows. The lines proposed represent a logical extension of the Town of Eagle system that works for the temporary condition with development of only RMR and also the future Town of Eagle system with development of properties to the north. In fact, the existence of RMR line will be of great benefit to future developers as they will only need to make the connection(s) to obtain satisfactory water service.

_____ End _____



Graphic Scale

In Feet: 1" = 600'



118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Red Mountain Ranch

Eagle County, Colorado

[illegible]



March 5, 2019

Morgan Landers
Town of Eagle Community Development
P.O. Box 609
Eagle, CO 81631

RE: Concepts for Riparian Management Plan
Red Mountain Ranch

Dear Morgan,

Per your request we are providing a brief discussion of the scope and intent of the proposed Riparian Management Plan for Red Mountain Ranch. This plan represents a unique opportunity to protect and enhance the functions and values of the Eagle River Riparian Corridor, since it would encompass the entire reach through Planning Areas 1-7.

The plan would be designed for consistency with the Eagle River Corridor Plan, and it would be reviewed and approved by the Town in conjunction with the first development permit. We are envisioning four main components to the Riparian Management Plan, which are outlined below:

1). MASTER PLAN

A critical component of the Riparian Management Plan will be balancing the need for public access to the river with protection of the riparian corridor. The Master Plan will recommend locations for trails, bridges and boardwalks; public and homeowner access to the river; fishing access; as well as shelters, boat ramps, and other amenities and facilities. It will be important to thoughtfully locate and design these features away from the most sensitive wetlands and wildlife habitats, and to integrate the existing public fishing easements into the overall design. In addition, the master plan will identify areas in need of restoration and noxious weed management, and it would provide specifications for riparian enhancement plantings.

2). BEST MANAGEMENT PRACTICES & GUIDING PRINCIPLES

The Riparian Management Plan will establish a set of guiding principles and Best Management Practices that will be used to protect and preserve the functions and values of the riparian corridor. These would include policies to guide management of the open space. For example, some of the recommended policies would be to minimize the use of pesticides and chemical fertilizers within the riparian corridor; minimize soil disturbances; and control noxious weeds. The attached Sylvan Lake Circle Riparian Management Plan is a good example of the types of policies we envision for this section.



3). MONITORING AND MAINTENANCE PLAN

The third section of the Riparian Management Plan would be a monitoring and maintenance plan designed to provide for the long-term stewardship of the site. Monitoring would be conducted on a regular basis to check the health of the riparian enhancement plantings as well as the native vegetation, locate stands of noxious weeds, and identify any problems created by human or wildlife use. Regular monitoring will allow for adaptive management and timely responses to any needed maintenance. For example, it will be important to identify new social trails as they are forming, and then eliminate them. Treating new stands of noxious weeds as soon as they appear will be an important way to minimize the need for chemical herbicides. Noting any signs of erosion or wildlife damage would allow corrective action before the problems worsen.

4). INFORMATION CAMPAIGN

Public education and communication of the Best Management Practices will be essential for the success of the Riparian Management Plan. We envision developing a campaign such as "Respect the River" with specific branding to be used on signage and brochures. The signs could list some of the most important Best Management Practices, such as stay on the trails, don't trample the vegetation, or keep your pets on a leash and clean up all pet waste.

We believe that integrating these four components will result in an effective Riparian Management Plan that protects and maintains the public's use and enjoyment of the open spaces while also meeting key ecological objectives to protect and enhance the riparian corridor of the Eagle River.

We would be pleased to discuss this approach with you further and would be happy to answer any questions.

Sincerely,

Heather Houston
President & Senior Ecologist

CERTIFICATION OF OWNERSHIP

GRIFIN DEVELOPMENT LLC, MERVYN LAPIN REVOCABLE TRUST, & RED MOUNTAIN RANCH LLLP
being the owners of 100 percent of the property exclusive of streets and alleys described as:

A parcel of land situated in Section 4, Township 5 South, Range 84 West, of the Sixth Principal meridian, being a portion of Tracts 38, 44 and 55, of said Township and Range, County of Eagle, State of Colorado, being a portion of these lands described in Land Survey Plat No. 574, 575, and 576, as depicted in the Eagle County Eagle County Land Survey Plat Records, more particularly described as follows:

Beginning at a point on the south line of Highway 6 right of way and subject property ; thence departing said south line S 73°34'00" E, 166.17 feet; thence N 89°39'31" E, 164.57 feet; thence N 89°16'55" E, 267.75 feet; thence N 89°39'49" E, 1444.68 feet; thence N 89°39'48" E, 1394.45 feet; thence N 89°39'08" E, 1432.85 feet; thence N 81°26'49" W, 618.32 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River S 74°09'42" E, 61.88 feet; thence N 89°29'45" E, 168.06 feet; thence N 89°21'15" E, 237.26 feet; thence N 41°29'08" E, 382.43 feet; thence N 36°38'36" E, 287.88 feet; thence N 47°37'36" E, 381.83 feet; thence N 33°49'25" E, 221.64 feet; thence N 58°32'49" E, 306.49 feet; thence N 67°49'37" E, 484.77 feet; thence S 85°08'34" E, 151.72 feet; thence S 75°33'38" E, 341.87 feet; thence N 89°37'04" E, 341.07 feet; thence N 71°15'48" E, 516.58 feet; thence N 57°49'11" E, 499.51 feet; thence N 42°39'29" E, 239.34 feet; thence N 32°48'52" E, 282.87 feet; thence N 21°21'27" E, 271.70 feet; thence N 18°01'29" E, 171.82 feet; thence N 38°39'11" E, 154.44 feet; thence N 52°49'07" E, 281.11 feet; thence departing said approximate centerline of the Eagle River N 28°39'41" W, 63.81 feet to the south line of Highway 6 right of way; thence along said south line of Highway 6 right of way S 89°08'01" W, 5952.72 feet; thence in a southerly direction with a non-tangent curve turning to the left with a radius of 11418.00 feet, having a chord bearing of S 63°03'01" W and a chord distance of 816.31, having a central angle of 8°04'00" and an arc length of 116.48; thence S 89°02'01" W, 2572.88 feet; thence in a southerly direction with a tangent curve turning to the left with a radius of 2242.00 feet, having a chord bearing of S 42°41'01" W and a chord distance of 1262.24, having a central angle of 33°43'04" and an arc length of 1279.56 to a 159; thence S 28°28'01" W, 287.31 feet to the Point of Beginning - Containing 106.218 acres more or less

have by these presents laid out and platted the same as shown hereon and designate the same as RED MOUNTAIN RANCH - PARCEL 1 Annexation to the Town of Eagle, County of Eagle, State of Colorado.

EXECUTED this ____ day of _____, 20__.

Owner: MERVYN LAPIN REVOCABLE TRUST, MERVYN LAPIN, TRUSTEE
232 W MEADOW DR
VAIL, CO 81657-5079

By: _____
Mervyn Lapin, Trustee of MERVYN LAPIN REVOCABLE TRUST

STATE OF COLORADO)
)ss
COUNTY OF EAGLE)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ____ day of _____, A.D. 20__ by Mervyn Lapin, Trustee of MERVYN LAPIN REVOCABLE TRUST.

Witness my hand and official seal.
My Commission expires _____.

Notary Public
Owner: RED MOUNTAIN RANCH LLLP
In Care Of Name MERVYN LAPIN
Owner Address 232 W MEADOW DR
VAIL, CO 81657-5079

By: _____
Mervyn Lapin, _____ of RED MOUNTAIN RANCH LLLP

STATE OF COLORADO)
)ss
COUNTY OF EAGLE)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ____ day of _____, A.D. 20__ by Mervyn Lapin, _____ of RED MOUNTAIN RANCH LLLP.

Witness my hand and official seal.
My Commission expires _____.

Notary Public
Owner: GRIFIN DEVELOPMENT LLC, a Colorado Limited liability company
P.O. Box 3149
VAIL, CO 81658-3149

By: _____ as _____

of DEED GRIFIN DEVELOPMENT LLC, a Colorado Limited liability compan.

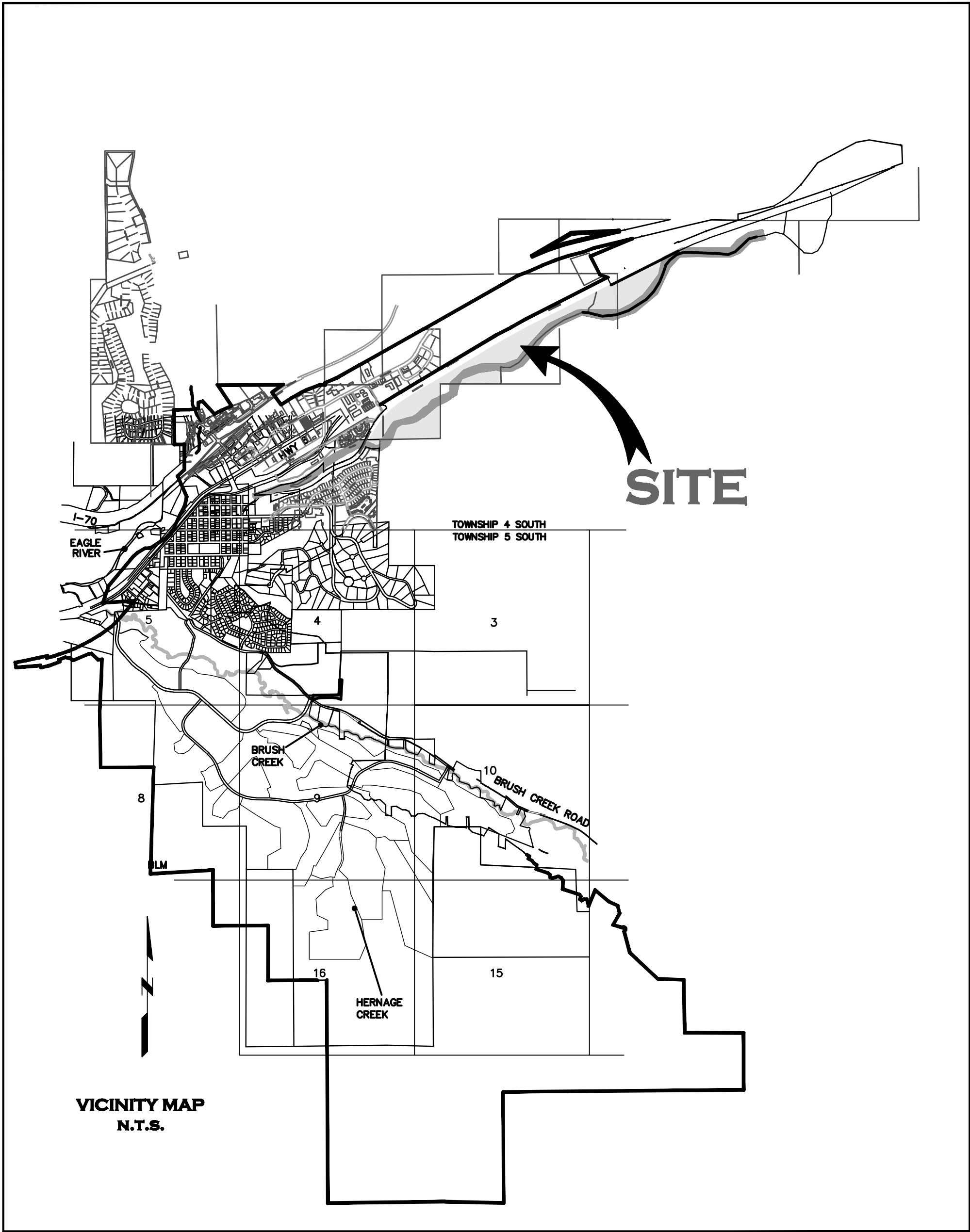
STATE OF COLORADO)
)ss
COUNTY OF EAGLE)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ____ day of _____, A.D. 20__ by _____ as _____ of GRIFIN DEVELOPMENT LLC, a Colorado Limited liability company.
Witness my hand and official seal.
My Commission expires _____.

Notary Public

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

ANNEXATION MAP
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE



- NOTES
1. Survey Date: DECEMBER, 2005 & MAY 2006
2. Basis of Bearings: S59°01'51"W for the north line, as shown and described herein.
3. CONTIGUITY CALCULATION: The overall boundary of the property is 19,479 linear feet and the linear feet of contiguity with the town boundary 7476 linear feet, which meets and exceeds the 1/6 requirement.
4. In accordance with, town code 4.15.010 (G), the external boundary shall be monumented prior to recording of the document.
5. Easements were not researched in the production of this annexation map.

Archibeque Land Consulting, Ltd
~ Professional Land Surveying & Mapping ~
115 Broadway - P.O. Box 3893 Eagle, Colorado 81631
970.328.6020 Office 970.328.6021 Fax

REVISED TJA 05-20-19 ACREAGE
REVISED TJA 04-02-19 PER TOWN COMMENTS
REVISED TJA 02-09-18 PER TOWN COMMENTS
REVISED TJA 02-07-18 PER TOWN COMMENTS
REVISED TJA 03-02-17 OWNERSHIP
REVISED TJA 03-02-17 ACREAGE

TITLE CERTIFICATE

_____ does hereby certify that it has examined the title to all lands shown upon this map and that title to such lands is vested in _____, free and clear of all liens and encumbrances, except as follows: _____

EXECUTED this ____ day of _____, A.D., 20__.

Title Examiner

BOARD OF TRUSTEES CERTIFICATE

The Board of Trustees of the Town of Eagle, Colorado, by Resolution No. _____, duly adopted on the ____ day of _____, 20__, found and determined that annexation of the property designated herein complies with the requirements contained in Article 12, Title 31, C.R.S., as amended, and that said property is eligible for annexation to the Town of Eagle. The Board of Trustees of the Town of Eagle, Colorado, by Ordinance No. _____, duly adopted on the ____ day of _____, 20__, did annex the property herein described to the Town of Eagle, Colorado.

Attest:

Town Clerk

CLERK AND RECORDER'S CERTIFICATE

This Map was filed for record in the office of the Clerk and Recorder at ____M o'clock, on the ____ day of _____, 20__ and is duly recorded at Reception No. _____

EAGLE COUNTY CLERK AND RECORDER

By: _____
Deputy

SURVEYOR'S CERTIFICATE

I, Theodore J. Archibeque, a professional land surveyor licensed under the laws of the State of Colorado, do hereby certify that this survey was made under my direct supervision and that the information hereon is correct to the best of my knowledge and belief, and that no less than one-sixth (1/6) of the perimeter of the area as shown hereon is contiguous with the existing boundaries of the Town of Eagle, Colorado. I further certify that the external boundaries of the property shown on this plat have been monumented on the ground in accordance with Section 4.15.010(g) of the Eagle Municipal Code.

Executed this ____ day of _____, 20__.

Theodore J. Archibeque, PLS 37902
Professional Land Surveyor State of Colorado

ANNEXATION MAP
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE

DRAWN BY:	CAP	JOB NUMBER:	16109	DRAWING NAME:	16109_ANNEX_2.dwg
SHEET	1	OF	3	DATE:	09-26-12
CHECKED BY:	TJA				

MERVYN LAPIN REVOCABLE TRUST & Red Mountain Ranch LLLP being the owners of 100 percent of the property exclusive of streets and alleys described as:

Beginning at a point on the north line of Highway 6 right of way and subject property, thence departing said south line S 73°54'19" E, 166.17 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River N 83°53'41" E, 164.57 feet, thence N 03°16'22" E, 207.75 feet, thence N 88°53'39" E, 1444.68 feet, thence N 00°03'38" E, 1304.45 feet; thence N 89°55'58" E, 1452.88 feet; thence N 01°26'59" W, 410.52 feet; thence S 74°05'52" E, 61.00 feet, thence N 89°29'35" E, 168.06 feet, thence N 60°21'03" E, 237.26 feet, thence N 14°21'38" E, 382.43 feet, thence N 36°38'40" E, 287.00 feet, thence N 47°37'46" E, 301.83 feet, thence N 53°45'15" E, 221.64 feet, thence N 56°52'39" E, 306.49 feet, thence N 67°43'47" E, 487.77 feet, thence S 85°04'04" E, 131.72 feet, thence S 75°53'48" E, 341.87 feet, thence N 83°56'56" E, 341.07 feet, thence N 71°13'30" E, 309.64 feet, thence N 57°40'54" E, 500.75 feet, thence N 42°33'16" E, 259.00 feet, thence N 32°48'42" E, 262.87 feet, thence N 21°12'11" E, 271.70 feet, thence N 18°01'19" E, 171.02 feet, thence N 38°30'01" E, 154.44 feet, thence N 09°57'7" E, 201.11 feet, thence N 00°03'38" E, 1304.45 feet, thence N 89°55'58" E, 1452.88 feet, thence N 01°26'59" W, 410.52 feet to the south line of Highway 6 right of way, thence along said south line of Highway 6 right of way S 63°08'45" W, 1724.56 feet, thence S 63°07'51" W, 221.11 feet, thence N 81°46 feet along the arc of a non-tangent curve to the left having a radius of 11410.00 feet, a central angle of 04°06'00" and a chord which bears S 61°04'51" W, 816.31 feet, thence S 59°01'51" W, 2572.80 feet, thence 1279.56 feet along the arc of a non-tangent curve to the left having a radius of 2242.00 feet, a central angle of 32°42'00" and a chord which bears S 42°40'51" W, 1262.26 feet, thence S 26°19'51" W, 267.31 feet to the Point of Beginning - Containing 106.218 acres more or less

EXECUTED this _____ day of _____, 20____

By: _____
MERVYN LAPIN TRUSTEE of MERVYN LAPIN REVOCABLE TRUST

By: _____
Mervyn Lapin, _____ of Red Mountain Ranch LLLP

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ____ day of _____ A.D. 20____, by Mervyn Lapin, _____ of Red Mountain Ranch LLLP.

Notary Public

EXECUTED this day of , A.D., 20

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

A vicinity map of the project area. The map shows a grid of townships and ranges. Township 4 South and Township 5 South are labeled. Range 10 East and Range 11 East are also indicated. Major roads shown include Eagle River, Brush Creek Road, and Highway 70. Geographical features include Eagle River, Brush Creek, and Hernage Creek. A north arrow is present. A large arrow points to a specific location labeled 'SITE'.

1. Survey Date: DECEMBER, 2005 & MAY 2006
2. Basis of Bearings: S59°01'51"W for the north line, as shown and described herein.
3. CONTIGUITY CALCULATION: The overall boundary of the property is 19,485 linear feet and the linear feet of contiguity with the town boundary 7476 linear feet, which meets and exceeds the 1/6 requirement.
4. In accordance with, town code 4.15.010 (G), the external boundary shall be monumented prior to recording of the document.
5. Easements were not researched in the production of this annexation map.

The Board of Trustees of the Town of Eagle, Colorado, by Resolution No. _____, duly adopted on the _____ day of _____, 20____, found and determined that annexation of the property designated herein complies with the requirements contained in Article 12, Title 31, C.R.S., as amended, and that said property is eligible for annexation to the Town of Eagle. The Board of Trustees of the Town of Eagle, Colorado, by Ordinance No. _____, duly adopted on the _____ day of _____, 20____, did annex the property herein described to the Town of Eagle, Colorado.

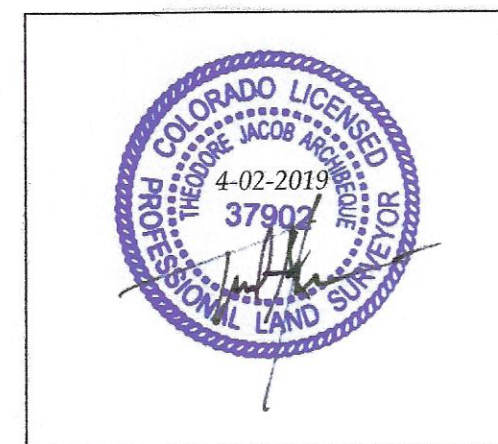
Town Clerk

This Map was filed for record in the office of the Clerk and Recorder at ____ M o'clock, on the ____ day of _____, 20__ and is duly recorded at Reception No. _____

By: _____
Deputy

I, Theodore J. Archibeque, a professional land surveyor licensed under the laws of the State of Colorado, do hereby certify that this survey was made under my direct supervision and that the information hereon is correct to the best of my knowledge and belief, and that no less than one-sixth (1/6) of the perimeter of the area as shown hereon is contiguous with the existing boundaries of the Town of Eagle, Colorado. I further certify that the external boundaries of the property shown on this plat have been monumented on the ground in accordance with Section 4.15.010(g) of the Eagle Municipal Code.

Executed this day of _____, 20__



Theodore J. Archibeque, PLS 37902
Professional Land Surveyor State of
Colorado

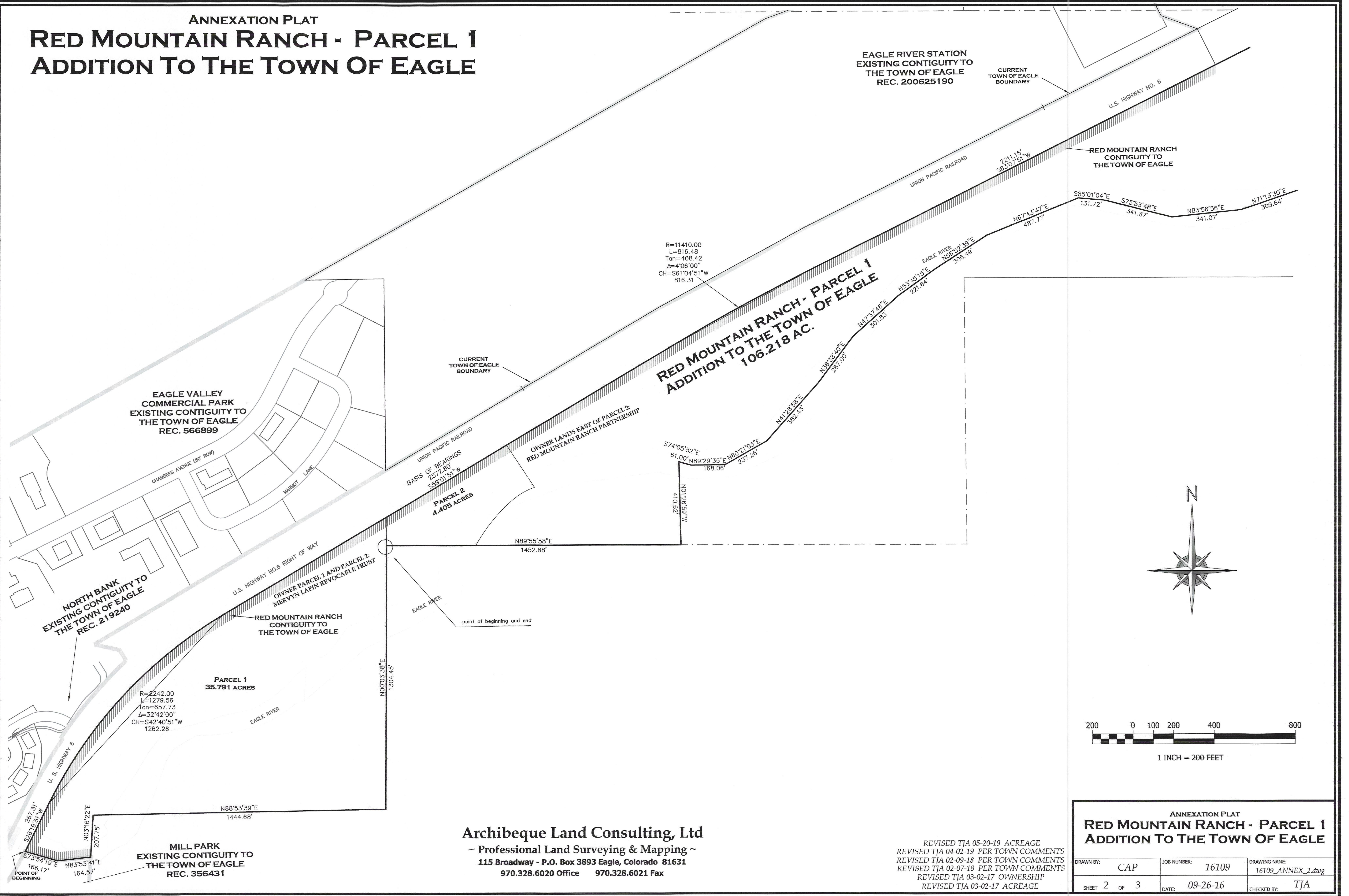
ANNEXATION MAP
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE

DRAWN BY: CAP	JOB NUMBER: 16109	DRAWING NAME: 16109_ANNEX_2.dwg
SHEET 1 OF 3	DATE: 09-26-12	CHECKED BY: TJA

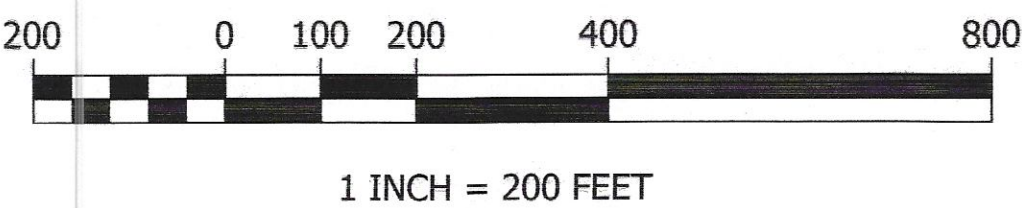
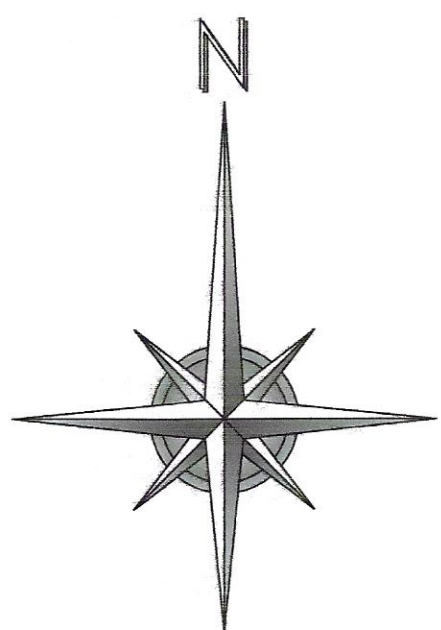
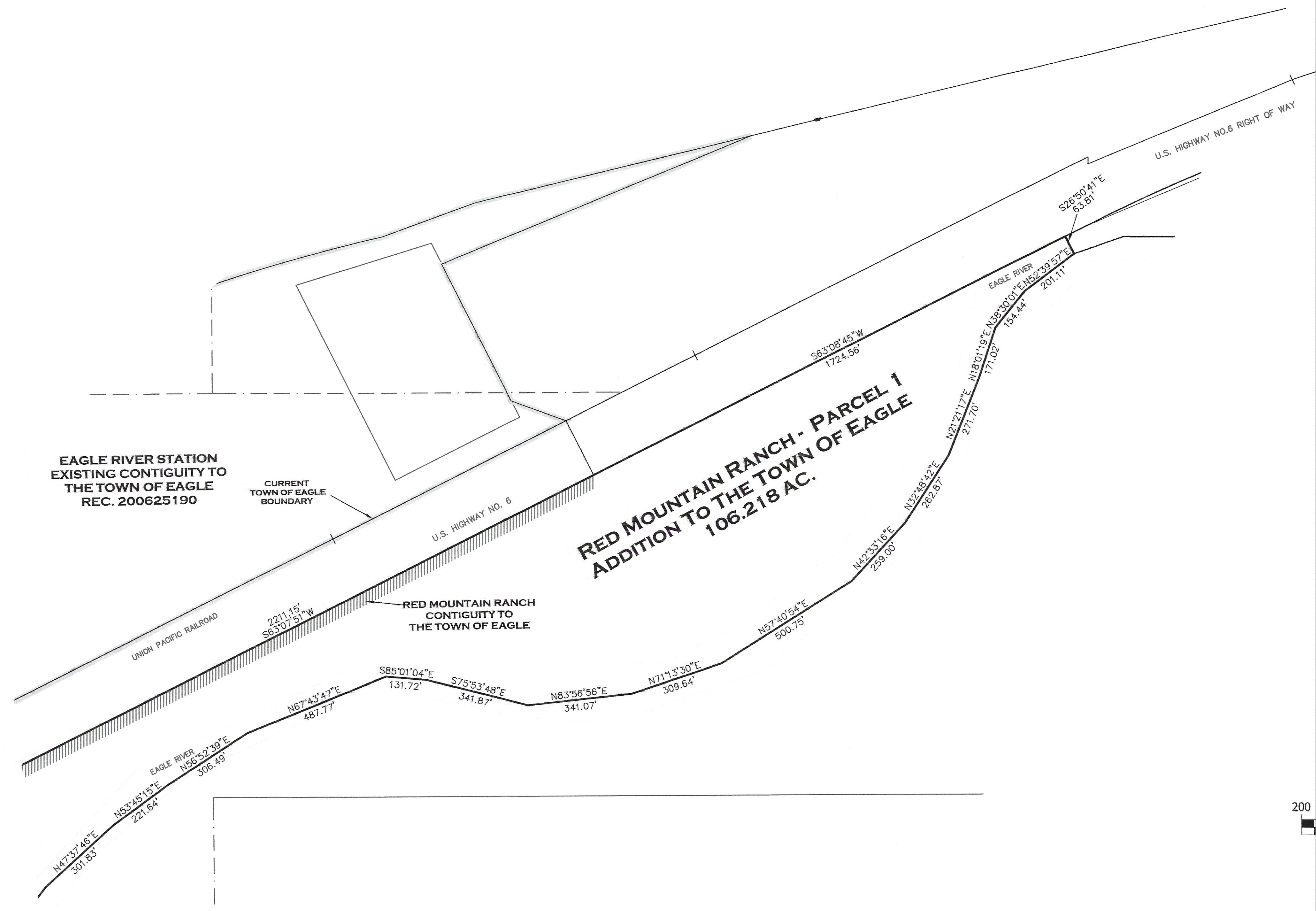
Archibeque Land Consulting, Ltd
 ~ Professional Land Surveying & Mapping ~
 115 Broadway - P.O. Box 3893 Eagle, Colorado 81631
 970.328.6020 Office 970.328.6021 Fax

REVISED TJA 05-20-19 ACREAGE
REVISED TJA 04-02-19 PER TOWN COMMENTS
REVISED TJA 02-09-18 PER TOWN COMMENTS
REVISED TJA 02-07-18 PER TOWN COMMENTS
REVISED TJA 03-02-17 OWNERSHIP
REVISED TJA 03-02-17 ACREAGE

ANNEXATION PLAT
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE



ANNEXATION PLAT
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE



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ANNEXATION PLAT
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE

DRAWN BY:	CAP	JOB NUMBER:	16109	DRAWING NAME:	16109_ANNEX_2.dwg
SHEET	3 OF 3	DATE:	09-26-16	CHECKED BY:	TJA

Stan Bernstein and Associates, Inc.

Financial Planners and Consultants

For Local Governments, Municipal Bond Underwriters, and Real Estate Developers

PO Box 5342

Vail, Colorado 81658

970-390-9162 amy.bernstein.greer@gmail.com

MEMORANDUM

TO: Ms. Brandy Reitter, Town Manager, Town of Eagle
Ms. Jill Kane, Finance Director/Treasure, Town of Eagle
Carrie McCool, Interim Town Planner, Town of Eagle

FROM: Amy Greer

DATE: June 6, 2019

SUBJECT: Response to email titled *Red Mountain Ranch Fiscal Impact Analysis Comments* from Jill Kane dated June 5, 2019

In response to the email titled *Red Mountain Ranch Fiscal Impact Analysis Comments* from Jill Kane dated June 5, 2019:

1. The applicant has not adjusted the cost estimate for Public Safety.
2. The applicant has eliminated interest revenue, rental income, and other from the estimate. The applicant is including Information Center Sales, Donations and Sales Tax in the revenue estimate.
3. The applicant has not received input from the Town Engineering or Public Works department. Stan Bernstein and Associates is not qualified to estimate these costs.

Please use updated Fiscal Impact Analysis model and accompanying narrative summary dated June 6, 2019. Changes to this draft include an adjustment to the Miscellaneous Revenue category of the General Fund and the addition of the Town's newly adopted Public Safety Impact Fees which are calculated to generate approximately \$203,000.

Stan Bernstein and Associates, Inc.

Financial Planners and Consultants

For Local Governments, Municipal Bond Underwriters, and Real Estate Developers

PO Box 5342

Vail, Colorado 81658

970-390-9162 amy.bernstein.greer@gmail.com

MEMORANDUM

TO: Ms. Brandy Reitter, Town Manager, Town of Eagle
Ms. Jill Kane, Finance Director/Treasure, Town of Eagle
Carrie McCool, Interim Town Planner, Town of Eagle

FROM: Amy Greer

DATE: June 6, 2019

SUBJECT: Analysis of Potential Incremental Town of Eagle Revenues Generated,
and General Fund Expenditures Incurred as a result of the annexation and development of
Red Mountain Ranch - Draft #12

In accordance with your request Stan Bernstein and Associates, Inc. has developed this **ANALYSIS OF POTENTIAL INCREMENTAL TOWN OF EAGLE REVENUES GENERATED, AND GENERAL FUND EXPENDITURES INCURRED, AS A RESULT OF THE ANNEXATION AND DEVELOPMENT OF RED MOUNTAIN RANCH** (the "Fiscal Impact Analysis").

THE RED MOUNTAIN RANCH REAL ESTATE DEVELOPMENT PROJECT

The Fiscal Impact Analysis is based upon the construction of a total of 153 residential units and 15,000 square feet of commercial space. It is expected that buildout will be complete by the end of 2029 with an aggregate non-inflated value of approximately \$112.225 million as set forth on Schedule 1. Based upon an average occupancy of 2.81 persons per home it is projected that Red Mountain Ranch will generate approximately 430 full-time equivalent incremental residents at full-buildout.

INCREMENTAL TOWN OF EAGLE REVENUES, AND GENERAL FUND EXPENDITURES, BY INDIVIDUAL ACCOUNTING FUNDS

The following paragraphs summarize the forecast non-inflated incremental Town of Eagle revenues, and incremental general fund expenditures, by individual accounting funds.

- **General Fund (Exhibit I, page 1)** General Fund revenues are expected to exceed expenditures by \$634,015 during years 2019 – 2031. Incremental General Fund revenues are forecast to exceed incremental expenditures by approximately \$32,596 annually at stabilization (year 2031). This is based on marginal cost estimates for each governmental fund. While we believe these marginal cost estimates to be reasonable to use for financial modeling purposes, no attempt has been made to do a detailed analysis of every Town of Eagle service department for the purpose of precisely determining what percentage of costs are fixed and what percentage of costs are variable. Incremental General Fund revenues over expenditures will vary and could increase or decrease depending on the actual impact of these additional 154 homes. It should be understood that Exhibit I assumes that only 3% of the incremental Town of Eagle's 4% sales tax revenues will be used to fund incremental General Fund expenditures (i.e., the remaining 1% incremental sales tax revenues will go to the Town of Eagle's Capital Improvements Fund).
- **Capital Improvements Fund (Exhibit II, page 2)** Incremental Capital Improvements Fund revenues, which include street impact fees, public safety impact fees, 4% construction use tax revenues, and 1% of the incremental sales tax revenues, are forecast to generate approximately \$2.9 million on a non-inflated basis during the analysis period. This does not include any refunds the Town may issue. These revenues will be available to fund incremental capital expenditures necessitated by the Town of Eagle.
- **Sales Tax Capital Improvements Fund (Exhibit III, page 3)** Incremental Sales Tax Capital Improvements Fund revenues, 0.5% sales tax revenues, are forecast to generate approximately \$135,000 on a non-inflated basis during the analysis period. These revenues will be available to fund incremental capital expenditures necessitated by the Town of Eagle.
- **Water Fund (Exhibit IV, page 4)** Incremental Water Fund user fee revenues are forecast to generate approximately \$1.11 million during the analysis period. These revenues will be available to defray water utility operating costs and for transfer to the General Fund. Incremental Water Fund plant investment fee revenues are forecast to be approximately \$2.02 million during the analysis period assuming a tap fee rate of \$9,258 per EQR in 2019 with 13% annual increases in 2020 - 2022 and 3% annual increases thereafter. It is assumed that these revenues will be used to pay water utility related capital and/or debt service costs.

- **Wastewater Fund (Exhibit IV, page 4)** Incremental Wastewater Fund user fee revenues are forecast to generate approximately \$1.57 million on a non-inflated basis during the analysis period. These revenues will be available to defray wastewater utility operating costs and for transfer to the General Fund. Incremental sewer plant investment fee revenues are forecast to be \$1.555 million during the analysis period assuming an average rate of \$10,000 in 2018 per EQR and 0% annual increases to the Town's plant investment fee. It is assumed that these revenues will be used to pay wastewater utility related capital and/or debt service costs.
- **Conservation Trust Fund (Exhibit V, page 5)** Incremental Conservation Trust Fund revenues are forecast to generate \$17,768 during the analysis period. These revenues will be used to fund Town of Eagle capital expenditures.

APPROACH, METHODOLOGY AND UNDERLYING ASSUMPTIONS

Stan Bernstein and Associates, Inc. believes that the most understandable way to assess Red Mountain Ranch revenue and expenditure impacts to the Town of Eagle is to identify (i) the incremental General Fund revenue and expenditure impacts, and (ii) the individual revenue impacts for the Town of Eagle's Capital Improvements Fund, Water Fund, Wastewater Fund, Refuse Fund, and Conservation Trust Fund. Although not a direct revenue impact to the Town of Eagle, the incremental Fire Impact Fee revenues have also been identified. The incremental revenue and expenditure impacts have been identified for the years ending December 31, 2018 through 2032.

Incremental Town of Eagle Assessed Valuation. Incremental assessed valuation expected to be generated as a result of Red Mountain Ranch is forecast to increase from approximately \$46,150 in 2018 to approximately \$8.3 million for tax collection year 2031 as set forth on Schedule 1, page 8. Assessed valuation is expected to increase as a result of the sale and platting of lots and from the completion of homes. Assessed valuation forecasts do not include the impacts of inflation and assume that vacant platted lots will be assessed at 29% of 75% of market value and completed living units will be assessed at 7.2% of market value.

Incremental Town of Eagle Property Tax Revenues. Incremental Town of Eagle property tax revenues expected to be generated from Red Mountain Ranch are forecast to increase from \$112 for tax collection year 2018 to \$20,115 by tax collection year 2031 as presented on Exhibit I, page 1. This assumes that the Town of Eagle General Fund mill levy remains 2.424.

Incremental Town of Eagle Sales and Use Tax Revenues. Non-inflated incremental Town of Eagle 4.5% sales tax revenues expected to be generated from Red Mountain Ranch are forecast to increase from \$25,437 for tax collection year 2021 to \$130,574 by tax collection year 2030 as presented on Schedule 2, page 9. Sales tax revenues have been forecast for the Town of Eagle's General Fund (3%) and Capital Improvements Fund (1%). The sales tax revenue forecasts assume that an average of 2.81 persons will occupy each completed living unit; it is assumed that 90% of residential living units will be occupied for a full-year, 7% of residential living units will be occupied for a half-year, and 3% will be occupied for an average of 30-days each year. It is assumed that each "full-year equivalent household" will generate incremental sales-taxable expenditures averaging \$20,098 annually (this level of expenditure was calculated by dividing the year 2018 budgeted taxable sales (\$92.45 million) by the number of Town of Eagle households (2,300) which results in an average taxable expenditure per capita of \$40,197 which has been factored by 50% to compensate for expenditures incurred by non-Eagle related I-70 travelers).

Non-inflated 4% Town of Eagle construction materials use tax revenues expected to be generated from Red Mountain Ranch are forecast to generate approximately \$2.264 million during 2018 through 2031 and be used to fund capital improvements (i.e., these revenues are earmarked for the Town of Eagle's Capital Improvements Fund). This does not account for any use tax refunds that may be issued by the Town. The construction materials use tax revenue forecasts assume that the average non-inflated construction value of an average home is \$722,240 excluding land and builders' profit and that 50% of such costs will be for construction materials.

Incremental Town of Eagle General Fund Other Revenues. Non-inflated incremental Town of Eagle General Fund revenues (i.e., other than sales or property tax revenues) have been forecast for each General Fund revenue source based upon a "revenue generation per household" approach. This approach assumes that each incremental household Red Mountain Ranch will generate the same amount of incremental revenues to the Town of Eagle's General Fund that are currently being generated for each household within the boundaries of the Town of Eagle (for financial planning purposes it is assumed that there are approximately 2,300 households within the Town of Eagle. These incremental forecast General Fund revenues are presented on Exhibit I, page 1.

Incremental Town of Eagle General Fund Expenditures. Uninflated incremental Town of Eagle General Fund expenditures have been forecast by departments (i.e., General and Administration Department; Building, Zoning and Planning Department; Public Safety – Police Department; and Buildings and Grounds Department). Incremental Town of Eagle department costs are difficult to assess but have been forecast at a marginal per household allowance as follows:

Department	Variable Cost %	Allocation per Household
General Government	10%	\$21.03
General Administration	33%	\$121.07
Building, Zoning , Planning	65% of Inspection Fees	N/A
Public Works – Streets	10%	\$64.00
Engineering	33%	\$44.67
Buildings & Grounds	50%	\$144.55
Public Safety	50%	\$370.36
Municipal Court	33%	\$6.68
Information Center	33%	\$32.31
Marketing and Events	10%	\$14.99

No new roadways (other than those internal to the development) are proposed within the Town of Eagle. Internal roads within Red Mountain Ranch will remain private and be maintained as such. Buildings and Grounds will be responsible for two additional parks within the proposed development (a 2-acre park and a 4-acre park). The 4-acre park is assumed to be complete in 2021 with the commencement of building area 5 and includes an additional cost to the town of approximately \$14,000 to maintain. These incremental General Fund Expenditures are presented on Exhibit I, page 1.

Incremental Town of Eagle Water, Wastewater, Street Impact Fees, Public Safety Impact Fees and Refuse Revenues. Incremental Water Plant Investment Fee revenues of \$2.14 million have been forecast based upon a plant investment fee rate of \$9,258 per EQR and include 13% increases during 2020 -2022 and 3% annual increases thereafter. It is assumed that all planning areas (except planning area 7) will come online to the Town's Water and Sewer system as units are completed. Water User Fee revenues have been based upon a monthly base rate of \$35.29 per EQR, a user fee of \$1.50 per 0 – 6,000 gallons of water used (assumes average usage of 3,000 gallons per household), and an average monthly usage surcharge rate of \$12.50 per EQR. Water User Fee revenues are forecast to generate approximately \$111,000 annually at full-buildout. Water user rates and Plant Investment Fee rates are subject to annual review by the Town.

Incremental Sewer Plant Investment Fee revenues have been based upon an average Sewer Plant Investment Fee rate of \$10,000 per EQR in 2018, include 0% annual increases and are forecast to generate a total of \$1.555 million. Sewer User Fee revenues have been based upon an average monthly rate per EQR of \$56.36, include 5% annual rate increases and are forecast to generate approximately \$190,000 annually at full-buildout. Sewer user rates and Plant Investment Fee rates are subject to annual review by the Town.

Incremental Trash Removal (Refuse) User Fee revenues are not included as they are contracted with Vail Honeywagon at cost.

Incremental Street Improvement Fee revenues, which are earmarked for the Town of Eagle's Capital Improvements Fund, have been based upon an average one-time single-family residential rate of \$1,016, multifamily residential rate of \$646, restaurant rate of \$3,613 and commercial rate of 1,016 per 1,000 square feet of commercial space. They are forecast to generate approximately \$160,000 from 2020 through 2030. It should be noted that the roads internal to the development are planned to remain private. Therefore, any additional street maintenance or operation costs to the Town of Eagle will be minimal.

Incremental Public Safety Impact Fee revenues, which are also earmarked for the Town of Eagle's Capital Improvements Fund, are based upon \$1,319 per dwelling unit. They are forecast to generate approximately \$203,000 from 2020 – 2030.

Incremental Fire Impact Fee Revenues. Although not a revenue source to the Town of Eagle, incremental Fire Impact Fee revenues have been based upon one-time impact fee rates of \$806 per dwelling unit and \$711 per 1,000 square feet of commercial. Fire Impact Fee revenues are forecast to total \$134,854 during the analysis period.

LIMITING FACTORS

Although Stan Bernstein and Associates, Inc. believes the assumptions and methodology that have been used to develop the Fiscal Impact Analysis are reasonable, certain assumptions may or may not materialize which might cause actual results to differ from forecast results and such variation may be material. Consequently, Stan Bernstein and Associates, Inc. does not vouch for the achievability of the assumptions or for the forecast results.

If you have any questions or comments regarding this analysis, please do not hesitate to contact me.

Very truly yours,

STAN BERNSTEIN AND ASSOCIATES, INC. (signed)

Stan Bernstein and Associates, Inc.

Red Mountain Ranch Summary of Revenues 2019 - 2032

Revenue Source - Town of Eagle	Projected Annual Amount at Stabilization	Projected Total Amount 2018 - 2032
Sales Tax Revenues - General Fund	116,066	1,074,741
Property Tax - General Fund	20,115	225,098
Water User Fees	111,412	1,109,870
Sewer User Fees	188,866	1,568,102
Other Revenues (franchise, fines, charges, misc)	57,616	722,038
Conservation Trust Fund Revenues	1,919	17,768
Total	\$ 495,994	
One Time Fees		
Water Plant Improvement Fees		2,020,300
Sewer Plant Investment Fees		1,555,000
Street Improvement Fees		162,154
Public Safety Impact Fees		203,126
Construction Use Tax		2,264,220
Licenses and Building Permits		685,300
Inspection Fees		154,000
Total		7,044,100
1% RETA to Red Mountain Ranch	\$ 111,225	1,112,250

RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
GENERAL FUND
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2032
2019\$ (NO INFLATION)

Working Draft, Subject To Change
6-Jun-19

EXHIBIT I - PROJECTED GENERAL FUND REVENUES AND EXPENDITURES

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	TOTALS
<u>GENERAL FUND - REVENUES:</u>																
TAXES:																
General Property @ 2.424 Mills (See Schedule 1)	112	112	4,848	7,121	11,144	14,944	17,006	19,240	19,727	19,727	19,727	24,272	26,890	20,115	20,115	225,098
Sales Tax for General Fund @ 4% (See Schedule 2)	0	0	0	22,610	48,989	73,106	88,934	95,717	95,717	96,470	96,470	108,529	116,066	116,066	116,066	1,074,741
Franchise Taxes @ \$91.78 per Household	0	0	0	2,753	5,966	8,903	10,830	11,656	11,656	11,748	11,748	13,216	14,134	14,134	14,134	130,878
Total Taxes	112	112	4,848	32,484	66,098	96,953	116,770	126,613	127,100	127,945	127,945	146,018	157,090	150,315	150,315	1,430,717
LICENSES AND PERMITS:																
Building Permits @ .006 x Cost of Construction	0	0	136,003	151,670	138,670	91,002	42,001	0	4,333	0	69,335	52,334	0	0	0	685,350
Total Licenses and Permits	0	0	136,003	151,670	138,670	91,002	42,001	0	4,333	0	69,335	52,334	0	0	0	685,350
INTERGOVERNMENTAL REVENUE:																
Motor Vehicle License Fee @ \$13.04 per household	0	0	0	391	848	1,265	1,539	1,656	1,656	1,669	1,669	1,878	2,008	2,008	2,008	18,595
Specific Ownership @ 7.8% of Property Taxes	9	9	378	555	869	1,166	1,326	1,501	1,539	1,539	1,539	1,893	2,097	1,569	1,569	17,558
Cigarette Tax @ \$4.78 per household	0	0	0	143	311	464	564	607	607	612	612	688	736	736	736	6,816
Road & Bridge Fund @ .6795 mills (50% of County R&B Fund)	0	31	1,359	1,996	3,124	4,189	4,767	5,393	5,530	5,530	5,530	6,804	7,538	5,639	5,639	63,069
County Sales Tax @ 3.4% of 4% Town sales taxes	0	0	0	769	1,666	2,486	3,024	3,254	3,254	3,280	3,280	3,690	3,946	3,946	3,946	36,541
Total Intergovernmental Revenue	9	40	1,737	3,855	6,817	9,569	11,220	12,412	12,586	12,630	12,630	14,953	16,326	13,898	13,898	142,579
CHARGES FOR SERVICES:																
Inspections and Reimburseables @ \$1,000 per unit(construction related)	0	0	30,000	35,000	32,000	21,000	9,000	0	1,000	0	16,000	10,000	0	0	0	154,000
Total Charges For Services	0	0	30,000	35,000	32,000	21,000	9,000	0	1,000	0	16,000	10,000	0	0	0	154,000
FINES AND FORFEITURES:																
Fines and Forfeitures @ \$56.04 per household	0	0	0	1,681	3,643	5,436	6,613	7,117	7,117	7,173	7,173	8,070	8,630	8,630	8,630	79,913
Total Fines and Forfeitures	0	0	0	1,681	3,643	5,436	6,613	7,117	7,117	7,173	7,173	8,070	8,630	8,630	8,630	79,913
MISCELLANEOUS REVENUE:																
Information Center @ \$97.23 per household	0	0	0	2,917	6,320	9,431	11,473	12,348	12,348	12,445	12,445	14,001	14,973	14,973	14,973	138,650
Total Miscellaneous Revenue	0	0	0	2,917	6,320	9,431	11,473	12,348	12,348	12,445	12,445	14,001	14,973	14,973	14,973	138,650
TOTAL GENERAL FUND REVENUES	121	152	172,588	227,607	253,548	233,392	197,076	158,489	164,485	160,193	245,528	245,376	197,019	187,817	187,817	2,631,209
<u>GENERAL FUND - EXPENDITURES:</u>																
GENERAL GOVERNMENT @ 10% variable = \$21.03 per household	0	0	0	631	1,367	2,040	2,482	2,671	2,671	2,692	2,692	3,028	3,239	3,239	3,239	29,989
GENERAL ADMINISTRATION @ 33% variable = \$121.07 per household	0	0	0	3,632	7,870	11,744	14,286	15,376	15,376	15,497	15,497	17,434	18,645	18,645	18,645	172,646
BLDG, ZONING, PLANNING (65% of Inspection Fees + Reimbursements)	0	0	107,902	121,336	110,936	72,801	33,151	0	3,467	0	55,468	40,517	0	0	0	545,577
PUBLIC WORKS - STREETS @ 10% variable = \$64.00 per household (internal roads p	0	0	0	1,920	4,160	6,208	7,552	8,128	8,128	8,192	8,192	9,216	9,856	9,856	9,856	91,264
ENGINEERING @ 33% variable = \$44.67 per household	0	0	0	1,340	2,904	4,333	5,271	5,673	5,673	5,718	5,718	6,432	6,879	6,879	6,879	63,699
PUBLIC SAFETY - POLICE @ 50% variable = \$370.21 per household	0	0	0	11,106	24,064	35,910	43,685	47,017	47,017	47,387	47,387	53,310	57,012	57,012	57,012	527,919
MUNICIPAL COURT @ 33% variable = \$6.68 per household	0	0	0	200	434	648	788	848	848	855	855	962	1,029	1,029	1,029	9,526
INFORMATION CENTER @ 33% variable = \$32.31 per household	0	0	0	969	2,100	3,134	3,813	4,103	4,103	4,136	4,136	4,653	4,976	4,976	4,976	46,074
MARKETING AND EVENTS @ 10% variable = \$14.99 per household	0	0	0	450	974	1,454	1,769	1,904	1,904	1,919	1,919	2,159	2,308	2,308	2,308	21,376
BUILDINGS AND GROUNDS @ 50% variable = \$144.55 per household	0	0	0	14,021	14,021	14,021	17,057	18,358	18,358	18,502	18,502	20,815	22,261	22,261	22,261	220,439
TRANSFER TO CAPITAL IMPROVEMENT FUND (25% of Sales Tax Revs)	0	0	0	5,653	12,247	18,277	22,233	23,929	23,929	24,118	24,118	27,132	29,016	29,016	29,016	268,685
TOTAL GENERAL FUND - EXPENDITURES	0	0	107,902	161,258	181,077	170,571	152,086	128,007	131,474	129,015	184,483	185,659	155,221	155,221	155,221	1,997,194
EXCESS ANNUAL REVENUES OVER EXPEND. - GENERAL FUND	121	152	64,686	66,349	72,472	62,821	44,990	30,482	33,011	31,178	61,046	59,717	41,798	32,596	32,596	634,015
CUMULATIVE EXCESS REVENUES OVER EXPEND. - GENERAL FUND	121	273	64,959	131,308	203,779	266,601	311,591	342,073	375,084	406,263	467,308	527,025	568,824	601,419	634,015	634,015

RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
CAPITAL IMPROVEMENTS FUND
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2032
2019\$ (NO INFLATION)

Working Draft, Subject To Change
6-Jun-19

EXHIBIT II - PROJECTED CAPITAL IMPROVEMENT FUND REVENUES

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>TOTALS</u>
CAPITAL IMPROVEMENTS FUND REVENUES:																
STREET IMPACT FEES (SCHEDULE 3)	0	0	59,580	26,680	23,262	15,046	12,374	0	1,016	0	14,036	10,160	0	0	0	162,154
PUBLIC SAFETY IMPACT FEES (SCHEDULE 3)	0	0	39,570	46,165	42,208	27,699	11,871	0	1,319	0	21,104	13,190	0	0	0	203,126
4% USE TAX (SCHEDULE 2)	0	0	446,544	505,568	462,234	303,341	136,603	0	14,445	0	231,117	164,248	0	0	0	2,264,099
25% SALES TAX TRANSFERRED FROM GENERAL FUND (EXHIBIT I)	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,653</u>	<u>12,247</u>	<u>18,277</u>	<u>22,233</u>	<u>23,929</u>	<u>23,929</u>	<u>24,118</u>	<u>24,118</u>	<u>27,132</u>	<u>29,016</u>	<u>29,016</u>	<u>29,016</u>	<u>268,685</u>
TOTAL REVENUES	<u>0</u>	<u>0</u>	<u>545,694</u>	<u>584,066</u>	<u>539,951</u>	<u>364,362</u>	<u>183,082</u>	<u>23,929</u>	<u>40,709</u>	<u>24,118</u>	<u>290,374</u>	<u>214,730</u>	<u>29,016</u>	<u>29,016</u>	<u>29,016</u>	<u>2,898,064</u>
EXPENDITURES:																
ALLOWANCE FOR PAY AS YOU GO CAPITAL IMPROVEMENTS	<u>0</u>	<u>0</u>	<u>545,694</u>	<u>584,066</u>	<u>539,951</u>	<u>364,362</u>	<u>183,082</u>	<u>23,929</u>	<u>40,709</u>	<u>24,118</u>	<u>290,374</u>	<u>214,730</u>	<u>29,016</u>	<u>29,016</u>	<u>29,016</u>	<u>2,898,064</u>
TOTAL EXPENDITURES																
EXCESS REVENUES OVER EXPENDITURES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
SALES TAX CAPITAL IMPROVEMENT FUND
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2032
2019\$ (NO INFLATION)

EXHIBIT III - PROJECTED CAPITAL IMPROVEMENT FUND REVENUES

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>TOTALS</u>
SALES TAX CAPITAL IMPROVEMENTS FUND REVENUES:																
0.5% SALES TAX (SCHEDULE 2)	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,826</u>	<u>6,124</u>	<u>9,138</u>	<u>11,117</u>	<u>11,965</u>	<u>11,965</u>	<u>12,059</u>	<u>12,059</u>	<u>13,566</u>	<u>14,508</u>	<u>14,508</u>	<u>14,508</u>	<u>134,343</u>
TOTAL REVENUES	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,826</u>	<u>6,124</u>	<u>9,138</u>	<u>11,117</u>	<u>11,965</u>	<u>11,965</u>	<u>12,059</u>	<u>12,059</u>	<u>13,566</u>	<u>14,508</u>	<u>14,508</u>	<u>14,508</u>	<u>134,343</u>
EXPENDITURES:																
ALLOWANCE FOR PAY AS YOU GO CAPITAL IMPROVEMENTS	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,826</u>	<u>6,124</u>	<u>9,138</u>	<u>11,117</u>	<u>11,965</u>	<u>11,965</u>	<u>12,059</u>	<u>12,059</u>	<u>13,566</u>	<u>14,508</u>	<u>14,508</u>	<u>14,508</u>	<u>134,343</u>
TOTAL EXPENDITURES																
EXCESS REVENUES OVER EXPENDITURES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
WATER AND WASTEWATER FUNDS
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2032
2019\$ (NO INFLATION)

Working Draft, Subject To Change
6-Jun-19

EXHIBIT IV - PROJECTED WATER, WASTEWATER AND REFUSE FUND REVENUES

<u>WATER FUND</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>TOTALS</u>
Water Plant Investment Fee Revenue (See Schedule 3)	0	0	331,282	413,754	427,467	288,941	139,357	0	0	0	255,209	164,291	0	0	0	2,020,300
Water User Fee Revenue (See Schedule 3)	<u>0</u>	<u>0</u>	<u>20,314</u>	<u>43,202</u>	<u>64,604</u>	<u>79,185</u>	<u>86,617</u>	<u>87,570</u>	<u>88,552</u>	<u>89,564</u>	<u>101,800</u>	<u>110,085</u>	<u>111,412</u>	<u>112,779</u>	<u>114,186</u>	<u>1,109,870</u>
TOTAL WATER FUND REVENUES	<u>0</u>	<u>0</u>	<u>351,596</u>	<u>456,956</u>	<u>492,071</u>	<u>368,126</u>	<u>225,974</u>	<u>87,570</u>	<u>88,552</u>	<u>89,564</u>	<u>357,009</u>	<u>274,375</u>	<u>111,412</u>	<u>112,779</u>	<u>114,186</u>	<u>3,130,170</u>
TOTAL WATER FUND REVENUES - CUMULATIVE	<u>0</u>	<u>0</u>	<u>351,596</u>	<u>808,552</u>	<u>1,300,623</u>	<u>1,668,749</u>	<u>1,894,723</u>	<u>1,982,293</u>	<u>2,070,845</u>	<u>2,160,409</u>	<u>2,517,418</u>	<u>2,791,793</u>	<u>2,903,205</u>	<u>3,015,983</u>	<u>3,130,170</u>	<u>3,130,170</u>
<u>WASTEWATER FUND</u>																
Property Tax Revenues @ 0 Mills (See Schedule 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wastewater Plant Investment Fee Revenue (See Schedule 3)	0	0	316,667	350,000	320,000	210,000	98,333	0	0	0	160,000	100,000	0	0	0	1,555,000
Wastewater User Fee Revenue (See Schedule 3)	<u>0</u>	<u>0</u>	<u>0</u>	<u>24,793</u>	<u>54,805</u>	<u>85,167</u>	<u>108,458</u>	<u>123,239</u>	<u>129,401</u>	<u>135,871</u>	<u>142,664</u>	<u>168,305</u>	<u>188,866</u>	<u>198,309</u>	<u>208,225</u>	<u>1,568,102</u>
TOTAL WASTEWATER FUND REVENUES	<u>0</u>	<u>0</u>	<u>316,667</u>	<u>374,793</u>	<u>374,805</u>	<u>295,167</u>	<u>206,791</u>	<u>123,239</u>	<u>129,401</u>	<u>135,871</u>	<u>302,664</u>	<u>268,305</u>	<u>188,866</u>	<u>198,309</u>	<u>208,225</u>	<u>3,123,102</u>
TOTAL WASTEWATER FUND REVENUES - CUMULATIVE	<u>0</u>	<u>0</u>	<u>316,667</u>	<u>691,459</u>	<u>1,066,264</u>	<u>1,361,431</u>	<u>1,568,222</u>	<u>1,691,461</u>	<u>1,820,861</u>	<u>1,956,732</u>	<u>2,259,396</u>	<u>2,527,701</u>	<u>2,716,567</u>	<u>2,914,877</u>	<u>3,123,102</u>	<u>3,123,102</u>

RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
CONSERVATION TRUST FUND
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2032
2019\$ (NO INFLATION)

Working Draft, Subject To Change
6-Jun-19

EXHIBIT V - PROJECTED CONSERVATION FUND REVENUES

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>TOTALS</u>
<u>CONSERVATION TRUST FUND REVENUES</u>																
Conservation Trust Fund Revenues @ \$12.46 per Household	<u>0</u>	<u>0</u>	<u>0</u>	<u>374</u>	<u>810</u>	<u>1,209</u>	<u>1,470</u>	<u>1,582</u>	<u>1,582</u>	<u>1,595</u>	<u>1,595</u>	<u>1,794</u>	<u>1,919</u>	<u>1,919</u>	<u>1,919</u>	<u>17,768</u>
TOTAL CONSERVATION TRUST REVENUES - CUMULATIVE	<u>0</u>	<u>0</u>	<u>0</u>	<u>374</u>	<u>1,184</u>	<u>2,392</u>	<u>3,863</u>	<u>5,445</u>	<u>7,027</u>	<u>8,622</u>	<u>10,217</u>	<u>12,011</u>	<u>13,930</u>	<u>15,849</u>	<u>17,768</u>	<u>17,768</u>

RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
PROJECTED FIRE IMPACT FEE REVENUES
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2032
2019\$ (NO INFLATION)

Working Draft, Subject To Change
6-Jun-19

EXHIBIT VI - FIRE IMPACT FEE REVENUES

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>TOTALS</u>
FIRE IMPACT FEE REVENUES (SCH. 3)	<u>0</u>	<u>0</u>	<u>31,304</u>	<u>28,224</u>	<u>25,805</u>	<u>16,934</u>	<u>10,814</u>	<u>0</u>	<u>806</u>	<u>0</u>	<u>12,902</u>	<u>8,064</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>134,854</u>
FIRE IMPACT FEE REVENUES - CUMULATIVE	<u>0</u>	<u>0</u>	<u>31,304</u>	<u>59,528</u>	<u>85,333</u>	<u>102,267</u>	<u>113,081</u>	<u>113,081</u>	<u>113,887</u>	<u>113,887</u>	<u>126,790</u>	<u>134,854</u>	<u>134,854</u>	<u>134,854</u>	<u>134,854</u>	<u>134,854</u>

RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
PROJECTED PROPERTY TAX REVENUES GENERATED FOR VARIOUS OVERLAPPING
TOWN OF EAGLE GOVERNMENTAL ENTITIES
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2031
2019\$ (NO INFLATION) BASED ON 2017 MILL LEVIES PER EC ABSTRACT

Working Draft, Subject To Change
6-Jun-19

EXHIBIT VII - PROJECTED PROPERTY TAX REVENUES GENERATED FOR OVERLAPPING TAXING ENTITIES

	ASSUMED MILL LEVY	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>TOTALS</u>
PROJECTED ASSESSED VALUATION - RED MOUNTAIN RANCH PUD		<u>0</u>	<u>46,150</u>	<u>2,000,000</u>	<u>2,937,500</u>	<u>4,597,300</u>	<u>6,165,100</u>	<u>7,015,600</u>	<u>7,937,200</u>	<u>8,138,200</u>	<u>8,138,200</u>	<u>8,138,200</u>	<u>10,013,200</u>	<u>11,093,200</u>	<u>8,298,200</u>	
<u>OVERLAPPING ENTITIES (EAGLE IN TOWN MILL LEVY):</u>																
EAGLE COUNTY	8.499	0	392	16,998	24,966	39,072	52,397	59,626	67,458	69,167	69,167	69,167	85,102	94,281	70,526	718,327
COLORADO MOUNTAIN COLLEGE	3.997	0	184	7,994	11,741	18,375	24,642	28,041	31,725	32,528	32,528	32,528	40,023	44,340	33,168	337,823
SCHOOL DISTRICT RE-50J	24.912	0	1,150	49,824	73,179	114,528	153,585	174,773	197,732	202,739	202,739	202,739	249,449	276,354	206,725	2,105,539
TOWN OF EAGLE	2.286	0	105	4,572	6,715	10,509	14,093	16,038	18,144	18,604	18,604	18,604	22,890	25,359	18,970	193,211
EAGLE CEMETERY DISTRICT	0.246	0	11	492	723	1,131	1,517	1,726	1,953	2,002	2,002	2,002	2,463	2,729	2,041	20,792
GREATER EAGLE FIRE PROTECTION DISTRICT	10.000	0	462	20,000	29,375	45,973	61,651	70,156	79,372	81,382	81,382	81,382	100,132	110,932	82,982	845,191
WESTERN EAGLE COUNTY RECREATION DISTRICT	3.650	0	168	7,300	10,722	16,780	22,503	25,607	28,971	29,704	29,704	29,704	36,548	40,490	30,288	308,495
COLORADO RIVER WATER CONSERVATION DISTRICT	0.254	0	12	508	746	1,168	1,566	1,782	2,016	2,067	2,067	2,067	2,543	2,818	2,108	21,468
EAGLE VALLEY LIBRARY DISTRICT	2.750	0	127	5,500	8,078	12,643	16,954	19,293	21,827	22,380	22,380	22,380	27,536	30,506	22,820	232,427
EAGLE COUNTY HEALTH SERVICE (AMBULANCE)	<u>2.753</u>	<u>0</u>	<u>127</u>	<u>5,506</u>	<u>8,087</u>	<u>12,656</u>	<u>16,973</u>	<u>19,314</u>	<u>21,851</u>	<u>22,404</u>	<u>22,404</u>	<u>22,404</u>	<u>27,566</u>	<u>30,540</u>	<u>22,845</u>	<u>232,681</u>
TOTAL - ALL OVERLAPPING ENTITIES	<u>59.347</u>	<u>-</u>	<u>2,739</u>	<u>118,694</u>	<u>174,332</u>	<u>272,836</u>	<u>365,880</u>	<u>416,355</u>	<u>471,049</u>	<u>482,978</u>	<u>482,978</u>	<u>482,978</u>	<u>594,253</u>	<u>658,348</u>	<u>492,473</u>	<u>5,015,952</u>

SCHEDULE 1
RED MOUNTAIN RANCH
PROJECTED ASSESSED VALUATION - BUILDOUT & LOT SALES
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2029
2019\$ (Uninflated)

Working Draft, Subject To Change
6-Jun-19

BUILDOUT - INCLUDES UNIT LOT VALUES AS SHOWN BELOW:			
	Estimated Number	Average Per Unit	Total Gross Unit
Description of Unit	of Units	Price	Volume
Planning Area 2 The Farm 2 Bedroom Units	10	400,000	4,000,000
Planning Area 1 Condos	48	400,000	19,200,000
Planning Area 1 four and six plex	22	450,000	9,900,000
Planning Area 1 Town Homes	10	550,000	5,500,000
Planning Area 1 Duplex	8	650,000	5,200,000
Planning Area 1 Single Family	9	825,000	7,425,000
Planning Area 4 Single Family	20	1,500,000	30,000,000
Planning Area 5 Single Family	10	1,500,000	15,000,000
Planning Area 6 Single Family	10	1,500,000	15,000,000
Planning Area 7 Single Family	1	0	0
Walking Mountains Employee Housing	6	0	0
Total Project	154	722,240	111,225,000
Commercial Sq. Ft.	Sq. Ft.		
Restaurant/Market	10,000	100	1,000,000
Walking Mountains	5,000	0	0
			1,000,000
Total Value - Entire Project			112,225,000
Source: Red Mountain Ranch Development Team			

Estimated Actual Value of Residential

Planning Area 2 The Farm 2 Bedroom Units	0	0	0	0	0	2,000,000	2,000,000	0	0	0	0	0	4,000,000
Planning Area 1 Condos	0	0	4,800,000	4,800,000	4,800,000	4,800,000	0	0	0	0	0	0	19,200,000
Planning Area 1 four and six plex	0	0	3,150,000	3,150,000	3,600,000	0	0	0	0	0	0	0	9,900,000
Planning Area 1 Town Homes	0	0	0	2,750,000	2,750,000	0	0	0	0	0	0	0	5,500,000
Planning Area 1 Duplex	0	0	2,600,000	2,600,000	0	0	0	0	0	0	0	0	5,200,000
Planning Area 1 Single Family	0	0	2,475,000	2,475,000	2,475,000	0	0	0	0	0	0	0	7,425,000
Planning Area 4 Single Family	0	0	0	0	0	0	0	0	0	0	15,000,000	15,000,000	30,000,000
Planning Area 5 Single Family	0	0	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	0	0	15,000,000
Planning Area 6 Single Family	0	0	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	0	0	15,000,000
Planning Area 7 Single Family	0	0	0	0	0	0	0	0	0	0	0	0	0
Walking Mountains Employee Housing (exempt)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Incremental Estimate Actual Value of Residential	0	0	19,025,000	21,775,000	19,625,000	12,800,000	8,000,000	0	0	0	15,000,000	15,000,000	111,225,000
Total Cumulative Estimate Actual Value of Residential	0	0	19,025,000	40,800,000	60,425,000	73,225,000	81,225,000	81,225,000	81,225,000	81,225,000	96,225,000	111,225,000	111,225,000

Estimated Actual Value of Commercial

Restaurant/Market	0	0	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000
Walking Mountains (exempt)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Incremental Estimate Actual Value of Commercial	0	0	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000
Total Cumulative Estimate Actual Value of Commercial	0	0	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Estimate Assessed Value (Cumulative)

Estimated Assessed Value Of Vacant Land @ 29%	46,150	2,000,000	2,937,500	2,937,500	2,937,500	2,375,000	2,375,000	2,000,000	2,000,000	2,000,000	3,875,000	3,875,000	0	0
Estimated Assessed Value Of Residential Product @ 7.2%	0	0	0	1,369,800	2,937,600	4,350,600	5,272,200	5,848,200	5,848,200	5,848,200	5,848,200	6,928,200	8,008,200	8,008,200
Estimated Assessed Value Of Commercial Property @ 29%	0	0	0	290,000	290,000	290,000	290,000	290,000	290,000	290,000	290,000	290,000	290,000	290,000
Total Estimated Assessed Value Of Vacant Land, Comm. & Resid.	46,150	2,000,000	2,937,500	4,597,300	6,165,100	7,015,600	7,937,200	8,138,200	8,138,200	8,138,200	10,013,200	11,093,200	8,298,200	8,298,200

TOE Mill Levy	2.424	112	4,848	7,121	11,144	14,944	17,006	19,240	19,727	19,727	19,727	24,272	26,890	20,115
Year Assessed Valuation Certified		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Year Taxes Received		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031

SCHEDULE 2
RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
PROJECTED TOWN OF EAGLE 4.5% SALES AND USE TAXES
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2032
2019\$ (Uninflated)

Working Draft, Subject To Change
6-Jun-19

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	TOTALS
Projected Cumulative Households Completed (Occupied 1 year after completion)	<u>0</u>	<u>0</u>	<u>0</u>	<u>30</u>	<u>65</u>	<u>97</u>	<u>118</u>	<u>127</u>	<u>127</u>	<u>128</u>	<u>128</u>	<u>144</u>	<u>154</u>	<u>154</u>	<u>154</u>	<u>154</u>
Projected Households:																
Assumed Average Number of Residents per Household	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	<u>2.81</u>	
Assumed Number of Residents	<u>0</u>	<u>0</u>	<u>0</u>	<u>84</u>	<u>183</u>	<u>273</u>	<u>332</u>	<u>357</u>	<u>357</u>	<u>360</u>	<u>360</u>	<u>405</u>	<u>433</u>	<u>433</u>	<u>433</u>	<u>433</u>
Allocation of Types of Households:																
Assumed Percentage of Households Occupied for Full Year	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	<u>90.00%</u>	
Assumed Percentage of Households Occupied for Half Year	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	<u>7.00%</u>	
Assumed Percentage of Households Occupied for One Month	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	
Assumed Number of Households Occupied for Full Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>27</u>	<u>59</u>	<u>87</u>	<u>106</u>	<u>114</u>	<u>114</u>	<u>115</u>	<u>115</u>	<u>130</u>	<u>139</u>	<u>139</u>	<u>139</u>	<u>139</u>
Assumed Number of Households Occupied for Half Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>5</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>11</u>	<u>11</u>	<u>11</u>
Assumed Number of Households Occupied for One Month	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
Assumed Total Number of Households	<u>0</u>	<u>0</u>	<u>0</u>	<u>30</u>	<u>65</u>	<u>97</u>	<u>118</u>	<u>127</u>	<u>127</u>	<u>128</u>	<u>128</u>	<u>144</u>	<u>154</u>	<u>154</u>	<u>154</u>	<u>154</u>
Assumed Total Number of Full Year Equiv. Households	<u>0</u>	<u>0</u>	<u>0</u>	<u>28</u>	<u>61</u>	<u>91</u>	<u>111</u>	<u>119</u>	<u>119</u>	<u>120</u>	<u>120</u>	<u>135</u>	<u>144</u>	<u>144</u>	<u>144</u>	<u>144</u>

Projected Town of Eagle Taxable Sales Generated From Groceries/Residential Utilities/Other (liquor, sundries, hardware and materials, clothing, gifts, restaurants, etc.):

Assumed Annual Taxable Sales for Households Occupied for Full Year (1)	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	
Assumed Annual Taxable Sales for Households Occupied for Half Year	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	
Assumed Annual Taxable Sales for Households Occupied for One Year	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	

Projected Annual Taxable Sales Generated From Groceries/Residential Utilities/Other (liquor, sundries, hardware and materials, clothing, gifts, etc.):

Projected Annual Taxable Sales for Households Occupied for Full Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>542,646</u>	<u>1,175,733</u>	<u>1,754,555</u>	<u>2,134,408</u>	<u>2,297,201</u>	<u>2,297,201</u>	<u>2,315,290</u>	<u>2,315,290</u>	<u>2,604,701</u>	<u>2,785,583</u>	<u>2,785,583</u>	<u>2,785,583</u>	<u>25,793,773</u>
Projected Annual Taxable Sales for Households Occupied for Half Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>21,103</u>	<u>45,723</u>	<u>68,233</u>	<u>83,005</u>	<u>89,336</u>	<u>89,336</u>	<u>90,039</u>	<u>90,039</u>	<u>101,294</u>	<u>108,328</u>	<u>108,328</u>	<u>108,328</u>	<u>1,003,091</u>
Projected Annual Taxable Sales for Households Occupied for One Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,507</u>	<u>3,266</u>	<u>4,874</u>	<u>5,929</u>	<u>6,381</u>	<u>6,381</u>	<u>6,431</u>	<u>6,431</u>	<u>7,235</u>	<u>7,738</u>	<u>7,738</u>	<u>7,738</u>	<u>71,649</u>
Projected Annual Sales from All Households - (Groceries/Utilities/Other)	<u>0</u>	<u>0</u>	<u>0</u>	<u>565,256</u>	<u>1,224,722</u>	<u>1,827,662</u>	<u>2,223,341</u>	<u>2,392,918</u>	<u>2,392,918</u>	<u>2,411,760</u>	<u>2,411,760</u>	<u>2,713,230</u>	<u>2,901,649</u>	<u>2,901,649</u>	<u>2,901,649</u>	<u>26,868,514</u>

Projected 4.5% Town of Eagle Sales Tax Revenues from Groceries/Utilities/Other:

Projected 4.5% Sales Tax Revenues for Households Occupied for Full Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>24,419</u>	<u>52,908</u>	<u>78,955</u>	<u>96,048</u>	<u>103,374</u>	<u>103,374</u>	<u>104,188</u>	<u>104,188</u>	<u>117,212</u>	<u>125,351</u>	<u>125,351</u>	<u>125,351</u>	<u>1,160,720</u>
Projected 4.5% Sales Tax Revenues for Households Occupied for Half Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>950</u>	<u>2,058</u>	<u>3,070</u>	<u>3,735</u>	<u>4,020</u>	<u>4,020</u>	<u>4,052</u>	<u>4,052</u>	<u>4,558</u>	<u>4,875</u>	<u>4,875</u>	<u>4,875</u>	<u>45,139</u>
Projected 4.5% Sales Tax Revenues Households Occupied for One Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>68</u>	<u>147</u>	<u>219</u>	<u>267</u>	<u>287</u>	<u>287</u>	<u>289</u>	<u>289</u>	<u>326</u>	<u>348</u>	<u>348</u>	<u>348</u>	<u>3,224</u>
Projected 4.5% Sales Tax Revenues from Groc./Util./Other - All Residents	<u>0</u>	<u>0</u>	<u>0</u>	<u>25,437</u>	<u>55,112</u>	<u>82,245</u>	<u>100,050</u>	<u>107,681</u>	<u>107,681</u>	<u>108,529</u>	<u>108,529</u>	<u>122,095</u>	<u>130,574</u>	<u>130,574</u>	<u>130,574</u>	<u>1,209,083</u>

Projected 4.0% Sales Tax Revenues from Red Mountian Ranch to General Fund	<u>0</u>	<u>0</u>	<u>0</u>	<u>22,610</u>	<u>48,989</u>	<u>73,106</u>	<u>88,934</u>	<u>95,717</u>	<u>95,717</u>	<u>96,470</u>	<u>96,470</u>	<u>108,529</u>	<u>116,066</u>	<u>116,066</u>	<u>116,066</u>	<u>1,074,741</u>
Projected .5% Sales Tax Revenues from Red Mountain Ranch to Sales Tax Capital In	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,826</u>	<u>6,124</u>	<u>9,138</u>	<u>11,117</u>	<u>11,965</u>	<u>11,965</u>	<u>12,059</u>	<u>12,059</u>	<u>13,566</u>	<u>14,508</u>	<u>14,508</u>	<u>14,508</u>	<u>134,343</u>

Projected 4% Town of Eagle Use Tax Revenues from Construction Materials:

Projected Building Permit Value @ \$722,240 Average Bldg. Permit	<u>0</u>	<u>0</u>	<u>21,667,200</u>	<u>25,278,400</u>	<u>23,111,680</u>	<u>15,167,040</u>	<u>6,500,160</u>	<u>0</u>	<u>722,240</u>	<u>0</u>	<u>11,555,840</u>	<u>7,222,400</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>111,224,960</u>
Assumed Cost of Construction Materials @ 50% of Bldg. Permit Value	<u>0</u>	<u>0</u>	<u>10,833,600</u>	<u>12,639,200</u>	<u>11,555,840</u>	<u>7,583,520</u>	<u>3,250,080</u>	<u>0</u>	<u>361,120</u>	<u>0</u>	<u>5,777,920</u>	<u>3,611,200</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>55,612,480</u>
Projected Non-Residential Value Constructed	<u>0</u>	<u>0</u>	<u>1,000,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>500,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,500,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,000,000</u>
Assumed Cost of Construction Materials - Commercial @ 33%	<u>0</u>	<u>0</u>	<u>330,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>165,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>495,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>990,000</u>
Projected 4% Use Tax Construction Materials - Residential	<u>0</u>	<u>0</u>	<u>433,344</u>	<u>505,568</u>	<u>462,234</u>	<u>303,341</u>	<u>130,003</u>	<u>0</u>	<u>14,445</u>	<u>0</u>	<u>231,117</u>	<u>144,448</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,224,499</u>
Projected 4% Use Tax Construction Materials - Non-Residential	<u>0</u>	<u>0</u>	<u>13,200</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6,600</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>19,800</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>39,600</u>
Projected 4% Use Tax Revenues from Construction Materials	<u>0</u>	<u>0</u>	<u>446,544</u>	<u>505,568</u>	<u>462,234</u>	<u>303,341</u>	<u>136,603</u>	<u>0</u>	<u>14,445</u>	<u>0</u>	<u>231,117</u>	<u>164,248</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,264,099</u>

Note 1: The \$20,098 per household expenditure was estimated as follows: \$92,452,289 budgeted year 2018 taxable sales divided by 2,300 current Town of Eagle households = \$40,197 per household divided by two = \$20,098 sales taxable expenditures per household.

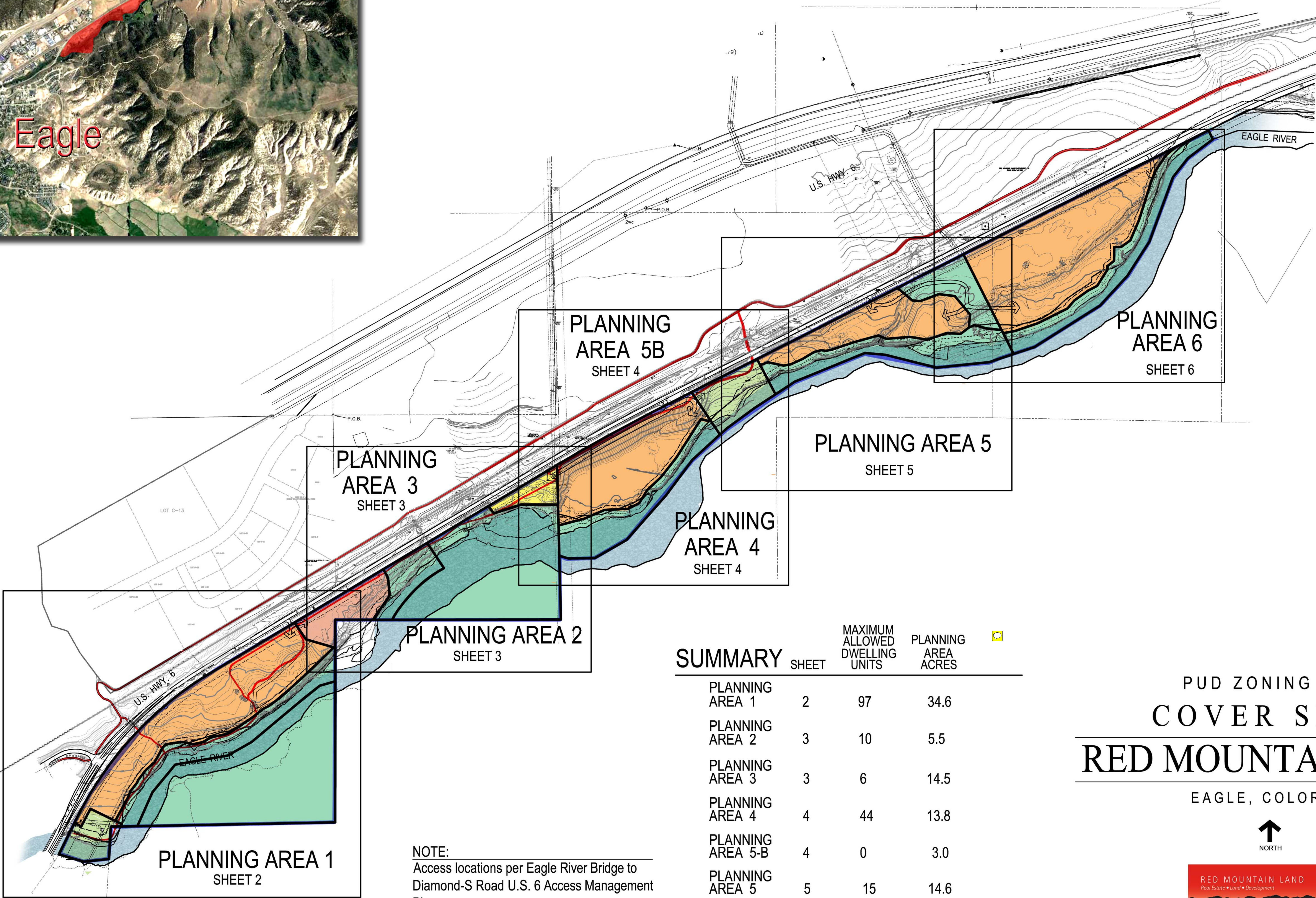
SCHEDULE 3
RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
PROJECTED WATER AND SEWER TAP FEE AND USER FEE REVENUES
PROJECTED STREET IMPROVEMENT FEE REVENUES
PROJECTED FIRE IMPACT FEES
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2032
2019\$ (NO INFLATION) BASED ON 2017 MILL LEVIES PER EC ABSTRACT

Working Draft, Subject To Change
6-Jun-19

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	TOTALS
Projected incremental Number of Homes Online for Water and Sewer	0	0	30	35	32	21	9	0	0	0	16	10	0	0	0	153
Projected Number Commercial SFE's (6,000 -8,000SF = 1 EQR)	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	3
Projec. Number of Incremental Homes/Comm EQR's on Line for Full Year	0	0	32	35	32	21	10	0	0	0	16	10	0	0	0	156
Projected Number of Cumulative Residential/Commercial EQR's	0	0	32	67	99	120	130	130	130	130	146	156	156	156	156	156
Projected Water Plant Investment Fee Revenues:																
Assumed Average Rate per EQR per Town of Eagle	8.050	9.258	10.462	11.822	13.358	13.759	14.172	14.597	15.035	15.486	15.951	16.429	16.922	17.430	17.952	
Total Projected Water Plant Investment Fee Revenues	0	0	331,282	413,754	427,467	288,941	139,357	0	0	0	255,209	164,291	0	0	0	2,020,300
Projected Sewer Plant Investment Fee Revenues:																
Assumed Average Rate per EQR of Eagle (0% annual increases)	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	
Total Projected Plant Investment Fee Revenues	0	0	316,667	350,000	320,000	210,000	98,333	0	0	0	160,000	100,000	0	0	0	1,555,000
Projected Water User Fee Revenues:																
Assumed Average Annual Rate per EQR (\$35.29/Month/Ave. Base Rate)	423.48	423.48	423.48	423.48	423.48	423.48	423.48	423.48	423.48	423.48	423.48	423.48	423.48	423.48	423.48	
Additional Usage Fee per 0 - 6,000 gallons (3% increases)	1.50	1.55	1.59	1.64	1.69	1.74	1.79	1.84	1.90	1.96	2.02	2.08	2.14	2.20	2.27	
Additional Annual Usage Fee Revenues at average 3,000 gallons used per EQR	54.00	55.62	57.29	59.01	60.78	62.60	64.48	66.41	68.41	70.46	72.57	74.75	76.99	79.30	81.68	
Assumed Average Annual Surcharge per EQR (\$12.50/Month Average Usage)	150.00	154.50	159.14	163.91	168.83	173.89	179.11	184.48	190.02	195.72	201.59	207.64	213.86	220.28	226.89	
Total Projected Water User Fee Revenues	0	0	20,314	43,202	64,604	79,185	86,617	87,570	88,552	89,564	101,800	110,085	111,412	112,779	114,186	1,109,870
Projected Sewer User Fee Revenues:																
Assumed Average Annual Rate per EQR (5% increas \$56.36	676	710	746	783	822	863	906	952	999	1,049	1,102	1,157	1,215	1,275	1,339	
Total Projected Sewer User Fee Revenues	0	0	0	24,793	54,805	85,167	108,458	123,239	129,401	135,871	142,664	168,305	188,866	198,309	208,225	1,568,102
Projected Street Impact Fee Revenues:																
Assumed Average Rate per DU - Single Family Residential	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	
Assumed Average Rate per DU - Mulit Family Family Residential	646	646	646	646	646	646	646	646	646	646	646	646	646	646	646	
Assumed Rate for Restaurant	3.613	3.613	3.613	3.613	3.613	3.613	3.613	3.613	3.613	3.613	3.613	3.613	3.613	3.613	3.613	
Assumed Average Rate per 1,000 SF of Commercial	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	
Assumed Street Impact Fee Revenues - Single Family Residential	0	0	11,176	11,176	7,112	4,064	4,064	0	1,016	0	10,160	10,160	0	0	0	58,928
Assumed Street Impact Fee Revenues - Mulit Family Residential	0	0	12,274	15,504	16,150	10,982	3,230	0	0	0	3,876	0	0	0	0	62,016
Assumed Street Impact Fee Revenues - Restaurant	0	0	36,130	0	0	0	0	0	0	0	0	0	0	0	0	36,130
Assumed Street Impact Fee Revenues - Commerical	0	0	0	0	0	0	5,080	0	0	0	0	0	0	0	0	5,080
Projected Street Impact Fees	0	0	59,580	26,680	23,262	15,046	12,374	0	1,016	0	14,036	10,160	0	0	0	162,154
Projected Public Safety Impact Fee Revenues:																
Assumed Average Rate per DU	1.319	1.319	1.319	1.319	1.319	1.319	1.319	1.319	1.319	1.319	1.319	1.319	1.319	1.319	1.319	
Assumed Street Impact Fee Revenues - Single Family Residential	0	0	39,570	46,165	42,208	27,699	11,871	0	1,319	0	21,104	13,190	0	0	0	203,126
Projected Fire Impact Fee Revenues:																
Assumed Average Rate per DU - Residential	806	806	806	806	806	806	806	806	806	806	806	806	806	806	806	
Assumed Average Rate per 1,000 SF - Commercial	711	711	711	711	711	711	711	711	711	711	711	711	711	711	711	
Projected Fire Impact Fee Revenues	0	0	31,304	28,224	25,805	16,934	10,814	0	806	0	12,902	8,064	0	0	0	134,854

SCHEDULE 4
RED MOUNTAIN RANCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
PROJECTED REAL ESTATE TRANSFER ASSESSMENT (RETA)
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2032
2019\$ (Uninflated)

INITIAL SALES	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
INCREMENTAL INITIAL REAL ESTATE SALES	0	0	19,025,000	21,775,000	19,625,000	12,800,000	8,000,000	0	0	0	15,000,000	15,000,000	0	0	0	111,225,000
1% RETA ON INITIAL REAL ESTATE SALES	0	0	190,250	217,750	196,250	128,000	80,000	0	0	0	150,000	150,000	0	0	0	1,112,250
RESALES																
CUMULATIVE INITIAL REAL ESTATE SALES	0	0	19,025,000	40,800,000	60,425,000	73,225,000	81,225,000	81,225,000	81,225,000	81,225,000	96,225,000	111,225,000	111,225,000	111,225,000	111,225,000	111,225,000
AVERAGE TURNOVER PER YEAR	0.00%	0.00%	1.00%	2.00%	4.00%	6.00%	8.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
TOTAL RESALE REVENUE	0	0	190,250	816,000	2,417,000	4,393,500	6,498,000	8,122,500	8,122,500	8,122,500	9,622,500	11,122,500	11,122,500	11,122,500	11,122,500	92,794,750
1% RETA ON RESALES	0	0	1,903	8,160	24,170	43,935	64,980	81,225	81,225	81,225	96,225	111,225	111,225	111,225	111,225	927,948
TOTAL ANNUAL 1.0% RETA	0	0	192,153	225,910	220,420	171,935	144,980	81,225	81,225	81,225	246,225	261,225	111,225	111,225	111,225	2,040,198



NOTE:
Access locations per Eagle River Bridge to
Diamond-S Road U.S. 6 Access Management
Plan.
Area measurements may vary by actual field
survey at Development Permit.

SUMMARY		MAXIMUM ALLOWED DWELLING UNITS	PLANNING AREA ACRES
PLANNING AREA	SHEET		
PLANNING AREA 1	2	97	34.6
PLANNING AREA 2	3	10	5.5
PLANNING AREA 3	3	6	14.5
PLANNING AREA 4	4	44	13.8
PLANNING AREA 5-B	4	0	3.0
PLANNING AREA 5	5	15	14.6
PLANNING AREA 6	6	25	20.0
TOTALS		*	106.0

*TOTAL D.U. NOT TO EXCEED 153

PUD ZONING PLAN
COVER SHEET
RED MOUNTAIN RANCH

EAGLE, COLORADO



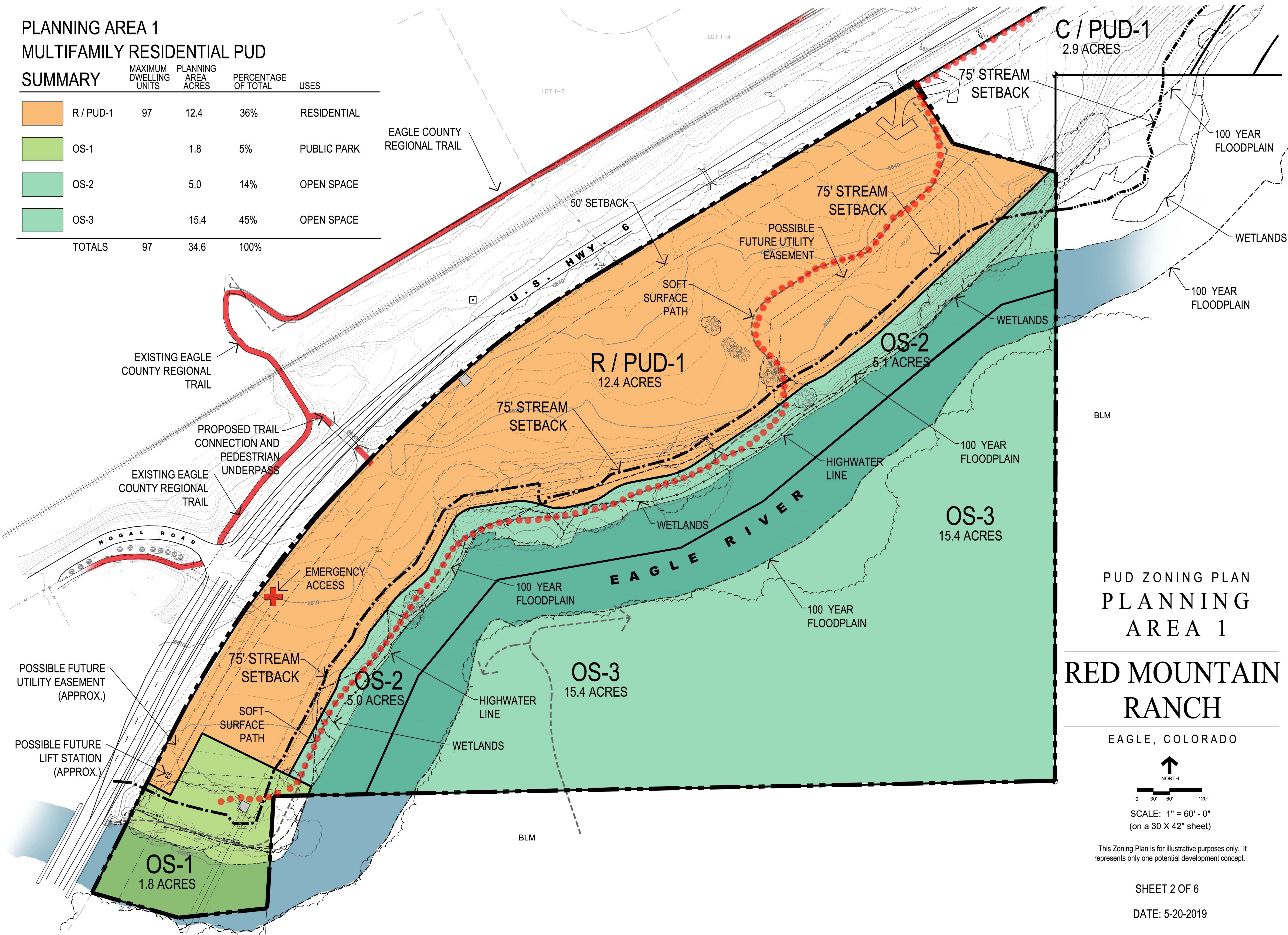
This Zoning Plan is for illustrative purposes only. It
represents only one potential development concept.

SHEET 1 OF 6

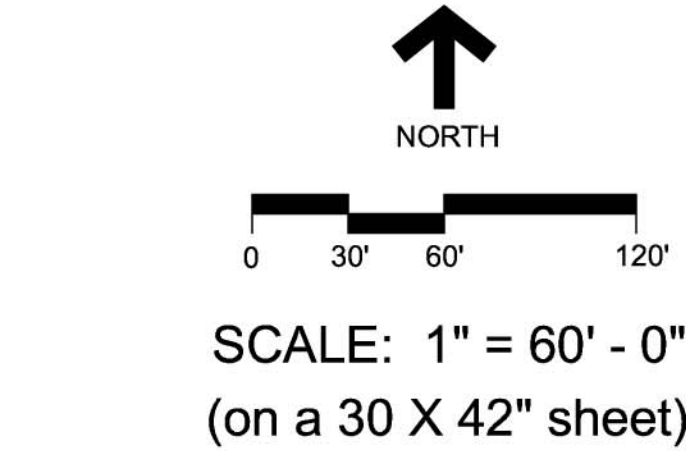
DATE: 5-20-2019

PLANNING AREA 1
MULTIFAMILY RESIDENTIAL PUD

SUMMARY		MAXIMUM DWELLING UNITS	PLANNING AREA ACRES	PERCENTAGE OF TOTAL	USES
	R / PUD-1	97	12.4	36%	RESIDENTIAL
	OS-1		1.8	5%	PUBLIC PARK
	OS-2		5.0	14%	OPEN SPACE
	OS-3		15.4	45%	OPEN SPACE
TOTALS		97	34.6	100%	



PUD ZONING PLAN
PLANNING
AREA 1
RED MOUNTAIN
RANCH
EAGLE, COLORADO



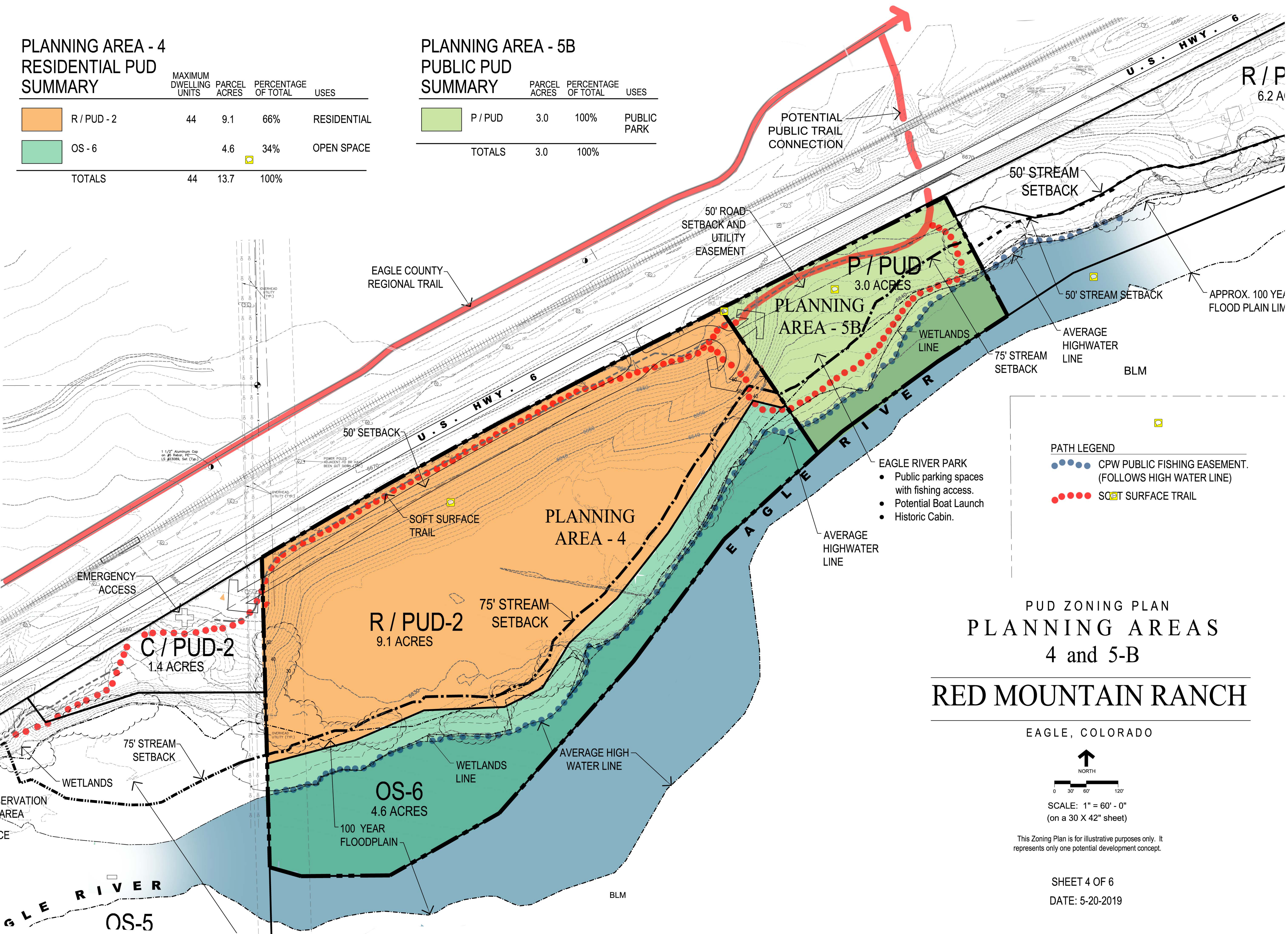
This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

PLANNING AREA - 4
RESIDENTIAL PUD
SUMMARY

		MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	R / PUD - 2	44	9.1	66%	RESIDENTIAL
	OS - 6		4.6	34%	OPEN SPACE
TOTALS		44	13.7	100%	

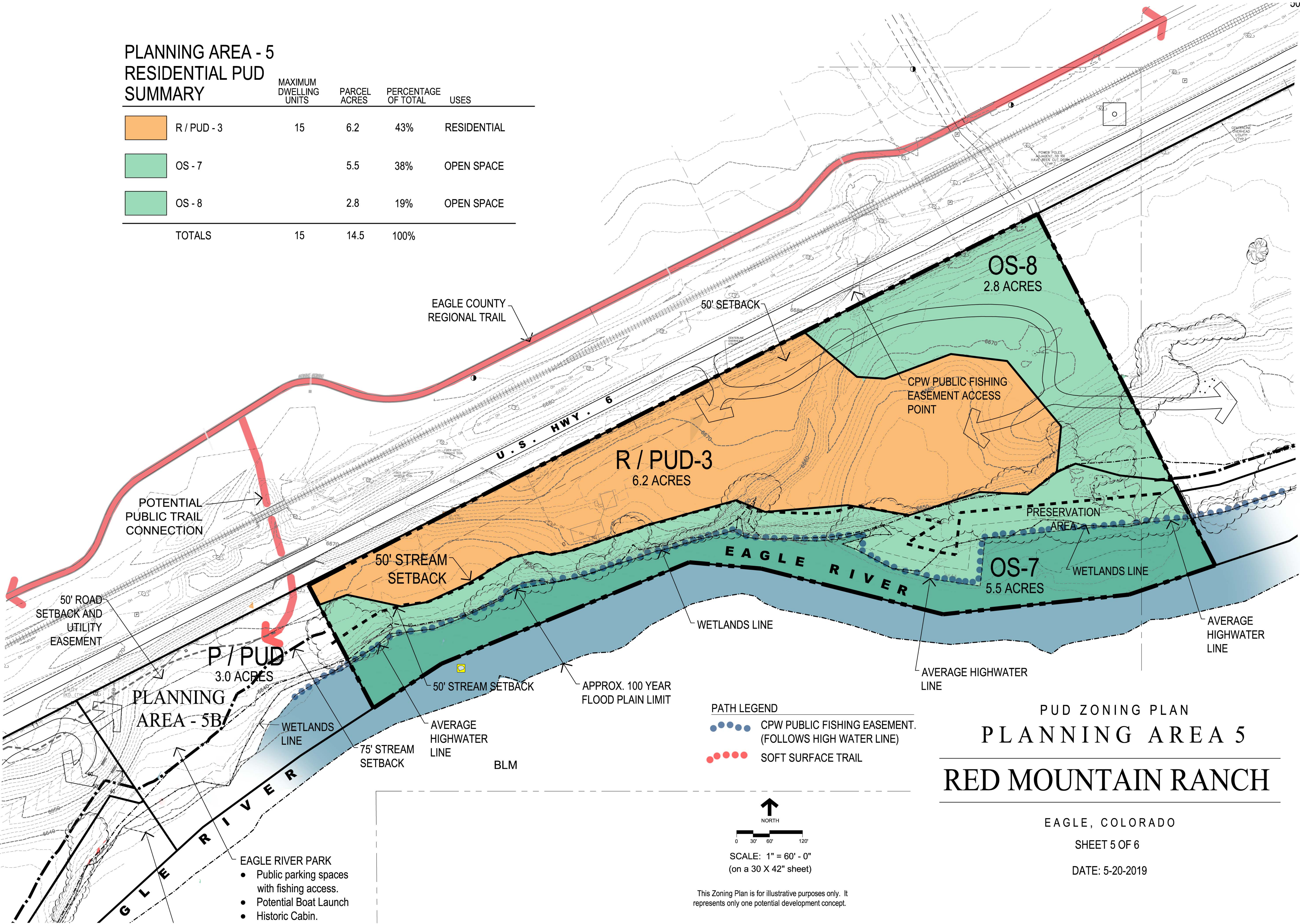
PLANNING AREA - 5B
PUBLIC PUD
SUMMARY

		PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	P / PUD	3.0	100%	PUBLIC PARK
TOTALS		3.0	100%	



PLANNING AREA - 5
RESIDENTIAL PUD
SUMMARY

		MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	R / PUD - 3	15	6.2	43%	RESIDENTIAL
	OS - 7		5.5	38%	OPEN SPACE
	OS - 8		2.8	19%	OPEN SPACE
TOTALS		15	14.5	100%	



PUD ZONING PLAN
PLANNING AREA 5
RED MOUNTAIN RANCH

EAGLE, COLORADO
SHEET 5 OF 6
DATE: 5-20-2019

- EAGLE RIVER PARK
- Public parking spaces with fishing access.
 - Potential Boat Launch
 - Historic Cabin.

- PATH LEGEND
- CPW PUBLIC FISHING EASEMENT. (FOLLOWS HIGH WATER LINE)
 - SOFT SURFACE TRAIL

0 30' 60' 120'

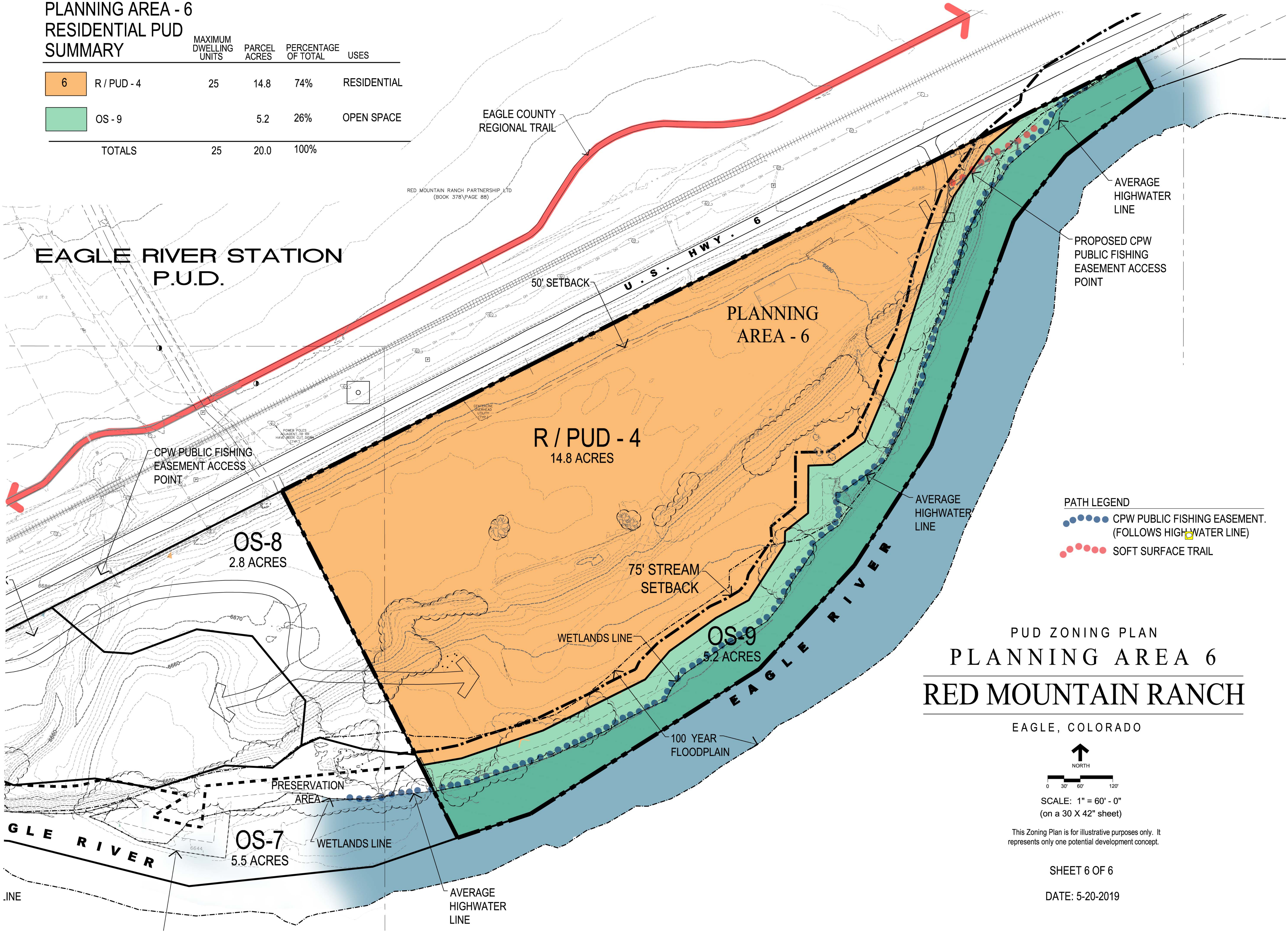
NORTH

SCALE: 1" = 60' - 0"
(on a 30 X 42" sheet)

This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

PLANNING AREA - 6
RESIDENTIAL PUD
SUMMARY

		MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
6	R / PUD - 4	25	14.8	74%	RESIDENTIAL
	OS - 9		5.2	26%	OPEN SPACE
TOTALS		25	20.0	100%	



AVERAGE
HIGHWATER
LINE

PROPOSED CPW
PUBLIC FISHING
EASEMENT ACCESS
POINT

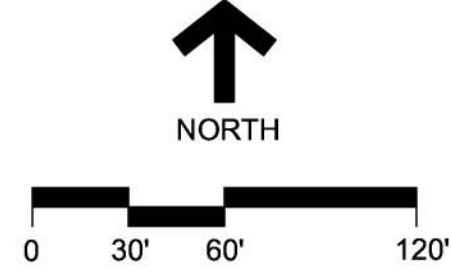
PATH LEGEND

●●●●● CPW PUBLIC FISHING EASEMENT.
(FOLLOWS HIGH WATER LINE)

●●●●● SOFT SURFACE TRAIL

PUD ZONING PLAN
PLANNING AREA 6
RED MOUNTAIN RANCH

EAGLE, COLORADO



SCALE: 1" = 60' - 0"
(on a 30 X 42" sheet)

This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

SHEET 6 OF 6

DATE: 5-20-2019

PUD GUIDE FOR THE RED MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT

Exhibit B to the Annexation and Development Agreement

June 4, 2019

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***Notes in red are intended for Town of Eagle review purposes and are not intended to be included in the final approved version.**

**APPROVAL OF THIS PLAN CONSTITUTES A VESTED PROPERTY RIGHT
PURSUANT TO SECTION 24-68-103, C.R.S., AS AMENDED**

1. PURPOSE:

The purpose of the Red Mountain Ranch PUD Guide is to serve as the governing land use regulations which will control the development of the Red Mountain Ranch PUD. The PUD Guide will serve as the “Zone District Regulations” for the PUD and is in conformance with Section 4.11.030 of the Town of Eagle Land Use and Development Code.

The Red Mountain Ranch PUD authorizes a total of 153 dwelling units, 10,000 square feet of commercial space, an environmental education center of 10,000 square feet, public and private open space, active and passive parks and recreation areas, and trails on 106.2 acres of land within the Town of Eagle, Eagle County, Colorado as described in the approved Red Mountain Ranch PUD Zoning Plan.

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Development within the PUD is administered by the Town of Eagle through the provisions of this PUD Guide and through the review and approval of specific Development Plans for each Planning Area. Building construction within the PUD is governed by the applicable Town of Eagle ordinances, rules, regulations and codes. Approval of this plan constitutes a vested property right pursuant to section 24-68-103, C.R.S., as amended. This PUD Guide and exhibits shall constitute a site-specific development plan and creates a vested right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended, for a period of 20 years.

The approved Red Mountain Ranch PUD Zoning Plan Sheets 1 - 6 dated _____, 2019, are attached to this PUD Guide as Exhibit A.

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2. DEFINITIONS:

Unless otherwise defined below, all terms used in this document shall be as defined by the Town of Eagle Land Use Regulations or by common and ordinary use as defined by the Merriam-Webster Dictionary New Edition 2016.

A. Red Mountain Ranch PUD

The Red Mountain Ranch PUD is a zone district authorized by the Town of Eagle Ordinance No., Series of 2014, and containing the property commonly known as Red Mountain Ranch.

B. Bed and Breakfast Lodge

A dwelling unit or lodge building that contains no more than six guest rooms where short term lodging, with or without meals, is provided for compensation.

C. Planning Areas

Areas as indicated on the approved Red Mountain Ranch PUD Zoning Plan for development, the development of which shall be regulated by this Red Mountain Ranch PUD Guide and by specific Development Plans. These Planning Areas are listed as

Planning Area 1, Planning Area 2, Planning Area 3, Planning Area 4, Planning Area 5-B, Planning Area 5 and Planning Area 6.

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E. Special Use

Special Use shall be as defined in Section 4.05 of the Town of Eagle Land Use and Development Code.

F. Short Term Rental

Short Term Rental shall be defined as the rent or lease of a residential property for a term of less than 30 days.

G. Active Recreation

Common areas within the PUD which include useable open space; improved common recreational amenity areas such as pools and fitness facilities; picnic sites; playgrounds; open turf and lawn areas that are sufficient in size to support recreational sports activities; trails and adjacent open spaces not required for direct access to dwelling units or commercial facilities, if connected to a regional system or established trail network; and similar areas as determined by the Town Planner.

H. Buffer Zones and Common Open Space

The term buffer zones and/or open space as used in this document is intended to describe areas within development parcels that have been designed to meet Conservation Oriented Design and Cluster Residential design concepts by creating open space and buffers within and around development areas. Buffer zone and open space lands shall be natural or formal landscape areas or parks that are held in common ownership by the master homeowner association of the greater neighborhood. Roads may traverse buffer zones and open space. Parking areas are not allowed in buffer zones. Lands under ownership of private residences or individual building homeowner associations shall not count toward buffer zone requirements.

I. Farmer's Market

A farmers' market is a physical retail marketplace intended to sell foods directly by farmers to consumers. Farmers' markets may be indoors or outdoors and typically consist of booths, tables or stands where farmers sell fruits, vegetables, meats, cheeses, flowers, plants, and/or prepared foods and beverages. Retail offerings may also include crafts and other non-perishable items. Farmer's markets typically occur over one or two days per week on a seasonal basis.

J. Building Height

Building height shall be measured as per Town of Eagle Municipal Code.

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L. Eagle River Setback

No improvement, building, structure, excavation, dumping or backfill shall be placed, built, undertaken or approved within the designated river setback distance measured horizontally from the high water mark, except for bridges, soft surface paths, irrigation structures, flood control and erosion control devices and riparian area vegetation enhancement and revegetation of previously disturbed areas.

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Within such Eagle River setback area , underground utilities or public park improvements and/or structures may be allowed as reviewed and approved as a part of a Major Development Permit process, following procedures set forth in the Town of Eagle Municipal Code, provided that the Town Board finds that:

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- A) There is no practical alternative for such utilities or public park structures; and
B) That adequate provision is made to ensure that all construction scars are revegetated.

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3. TOWN OF EAGLE OPEN SPACE STANDARDS AND REQUIREMENTS:

Town of Eagle Municipal Code Section 4.11.030. - Standards and requirements.

Open Space

The Town of Eagle PUD zoning requirement detailed in Section 4.11.030.C of the municipal code requires 20% of the gross PUD area as open space. At 106.218 acres, the Red Mountain Ranch PUD requires 21.2 acres of open space under this formula.

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Deleted: The proposed PUD Zoning Plan identifies over 67 acres of open space. This equates to over 52% of the total land area designated as open space. ¶

¶
The plan proposes a 1.8-acre public park and a 3.0-acre riverfront town park and includes 15.4 acres of open space south of the river. These lands, totaling 20.2 acres will be dedicated to the Town of Eagle.¶

¶
The plan also includes designation of all the riverfront property, from the centerline of the river to 50 feet from the average high water mark, as protected open space. Some of this river frontage will include a public pedestrian trail along the river or includes the existing public fishing access easement. These designated open space areas on the PUD Zoning Plan total an additional 34 acres.¶

¶
Planning Area 3 has been designated as an environmental education facility and includes an additional 13.6 acres of protected and sensitive open space lands on both sides of the Eagle River.¶

¶
This results in an open space total of 67.8 acres, over 52% of the total site area of the PUD.

¶
Tables 1 and 2 detail the required and proposed open space areas.

Table 1. PUD Common Open Space, Usable Open Space, Active Recreation 106.218 acres total

Required 20% of total area		<u>21.2</u>	<u>acres</u>
Required 75% Usable (<10% Slope)		<u>15.9</u>	<u>acres</u>
Required Active Recreation (50% of Usable)		<u>7.9</u>	<u>acres</u>
Proposed Common Open Space:	% of Planning Area		acres
PA-1	65%	<u>22.3</u>	<u>acres</u>
PA-2	42%	<u>2.1</u>	<u>acres</u>
PA-3	91%	<u>13.6</u>	<u>acres</u>
PA-4	34%	<u>4.6</u>	<u>acres</u>
PA-5	57%	<u>8.3</u>	<u>acres</u>
PA-5B	100%	<u>3.0</u>	<u>acres</u>
PA-6	26%	<u>5.2</u>	<u>acres</u>
Total	56%	<u>59.1</u>	<u>acres</u>
Balance		<u>+37.9</u>	<u>acres</u>
Required Usable Open Space:		<u>15.9</u>	<u>acres</u>
Proposed minimum PA-1 through 6		<u>16.04</u>	<u>acres</u>
Total		<u>16.04</u>	<u>acres</u>
Balance		<u>+0.14</u>	<u>acres</u>
*Minimum Proposed Active Recreation:		<u>7.9</u>	<u>acres</u>
Not yet designed or determined, this will be a function of the PUD Development Plan		<u></u>	<u>acres</u>

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Table 2. Municipal and Park Land Dedication

Total Project Area 106.218 acres

REQUIRED

Total Units	153	MF units
# of people (2.5/unit)	382.5	people
Required Acres (.012)	4.59	acres
Public/Private 50%	2.29/2.29	acres

PROPOSED

Total Public Dedication		
PA-1 Town Park	1.8	acres
PA-1 South of River	15.4	acres
PA-5B Riverfront Park	3	
*Total	20.2	acres
Balance	+17.91	acres
Total Private Dedication		
PA-3	13.1	acres
Balance	+10.81	acres
Total Provided	33.3	acres
Total Balance	+28.71	acres
*Of the public land dedication (2.29 acres total required), 80% must be usable (i.e. having a slope of 10% or less). Subject application proposes 2.68 acres usable where 1.8 acres is required.		

Maintenance of Open Space

The open space areas indicated in the plan that will be dedicated to the Town of Eagle will be maintained by the Town. This includes the 1.8-acre public park designated as OS-1, the open space lands on the south side of the river designated as OS-3 and the entirety of the river park and boat ramp identified as Planning Area 5B.

Open Space -5 will be a part of the overall dedication of Planning Area 3 to a non-profit entity and will be owned, managed and maintained by that entity as an integral part of Planning Area 3.

All other open space lands and recreation areas shall be owned and be maintained by a homeowners association.

Deleted: This open space calculation of 67 acres does not include the park and open space lands that will be designed into each of the residential neighborhoods.

The municipal code also states that 75 % of the open space shall have a slope of 10% or less and that half of that area be developed as "active recreation area". The applicant assumes this means 75% of the "required minimum" of 20% of the gross land area. At 75% of the required minimum of 26 acres of open space there would need to be 19.5 acres of dedicated open space at a 10% or less grade and 9.75 acres of that would need to be developed as active recreation. The proposed PUD Zoning Plan meets the minimum open space requirement and the active recreation area requirement.

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Deleted: with the means and expertise to carry out this task. The HOA will be appropriately structured and funded to allow for full ownership, care, maintenance, operation and management capabilities. Some of these HOA owned open space parcels will include public access easements for use of the proposed Discovery Trail along the river. These details will be fully addressed in both the PUD approval documents and in the Red Mountain Ranch Annexation Agreement. Final maintenance programs will be determined at the PUD Development Plan and subdivision review plans for each Planning Area as those applications move through the review process. ...

Deleted: Municipal and Park Land Dedication

The Red Mountain Ranch PUD Zoning Plan will far exceed the Town of Eagle standards for municipal and park land dedication. Section 4.13.190 of the land use regulations includes a formula for land dedication requirements for parks and open space. At this level of review an exact calculation of that formula is not possible nor appropriate as the exact densities and unit mix types will not be finally determined until Development Plan review. However, a general calculation based on the maximum density of 153 units and a hypothetical unit mix of 92 multi-family homes and 61 single family homes indicates that the dedication requirement would be 5.32 acres. The PUD Zoning Plan includes a dedication of Planning Area 5B as a town park of 3-acres and a town park on OS-1 of 1.8-acres. OS-3 is an additional 15.4 acres for a total public dedication of 20.2 acres. The public easement dedicated for the riverside Discovery Trail as depicted on the PUD Zoning Plan adds additional lands to public recreation. In addition, portions of the Red Mountain Ranch lands include a public fishing easement. This easement area qualifies as public dedication and as active recreation.

4. PUD PLANNING AREAS:

A. Planning Area 1:

1. R/PUD-1

1. Purpose:
To provide sites for a variety of residential land uses including single family, duplex, townhomes, condominiums and apartments at a maximum density of 97 dwelling units.

The design of residential neighborhoods in this district is intended to allow for flexibility, innovation and site sensitive planning that is responsive to both the design character and the functional requirements of the community. In general, residential density should be higher at the west end of the property and transition to lower density to the east.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of development areas and integrate buffer zones and formal or informal open space areas within the plan. Within the area of 12.4 acres designated as R/PUD -1 there should 4 acres designed as parks, open space or buffer zones for a ratio of 78% development area to 32% of buffer zone and common open space.

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2. Uses by Right:
- Single family homes.
 - Duplex building (two units)
 - Multiple family residential, including condominiums, townhomes, flats or apartments, and single family or duplex cluster units on specifically designated lots.
 - Accessory dwelling unit to owner-occupied single family dwelling.
 - Other uses which the Town Planner find to be compatible.
 - A Homeowner Association owned enclosed storage building. Variation from Town of Eagle R/PUD listed uses
 - Short term rentals. Variation from Town of Eagle R/PUD listed uses
 - Wastewater lift station and associated improvements.
3. Special Uses:
- Day care of more than 8 children.
 - Special Events. Variation from Town of Eagle R/PUD listed uses
4. Accessory uses:
- Home occupation.
 - Parks, playground, pools, greenbelt.
 - Model homes and sales office. Variation from Town of Eagle R/PUD listed uses
 - Pedestrian and bicycle trails. Variation from Town of Eagle R/PUD listed uses
 - Day care of less than 8 children

Deleted: The R/PUD-1 lands are intended to be served by Town of Eagle municipal water and wastewater system. 

- f. Detached garages
- g. Other uses which the Town Planner find to be compatible.

5. Minimum Building Setback Requirements:

- a. Front: Highway 6 shall be considered the primary front setback. All habitable buildings shall maintain a 50-foot setback from the Highway 6 right-of-way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.

Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.

Variation from Town of Eagle residential setback standards of 50 feet from arterial road.

Residential buildings not fronting Highway 6 shall maintain a 10-foot setback from their internal front property line.

- b. Side: The side setback for single family homes and duplex buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet.

Variation from Town of Eagle residential setback standards of 12.5 feet.

- c. Rear: The rear yard setback shall be 10 feet from internal property lines.

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- d. Eagle River: 75 feet as defined in this PUD Guide.

- e. Supplementary setback requirements:

Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.

Deleted: The average high water mark of the Eagle River shall be considered the river setback. All buildings and parking areas shall meet a 75-foot river setback except where the river bank is more than 15 feet above the high water line and then a 50-foot building river setback shall be allowed. Formal landscaping and soft surface trails may be allowed in the zone between the 50-foot stream preservation area and the 75-foot building setback. ...

6. Maximum Building Height:

35 feet.

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7. Maximum Lot Coverage: To encourage clustering, small lots and the provision of common open space while integrating Conservation Oriented Design and Residential Cluster Design techniques there are no maximum lot coverage restrictions.

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Deleted: for single family and duplex structures and accessory/storage buildings....

8. Maximum Density:
The maximum density shall not exceed 97 dwelling units.

2. OS-1

- 1. Purpose:
To provide a site for a small public riverfront park with publicly accessible soft surface

footpaths extending east along the river. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed.

Deleted: OS-1 shall be dedicated to the Town of Eagle at the first post-development permit subdivision plat filed within Planning Area 1. ...

2. Uses by Right:

- a. Park, playground, picnic shelters, trails, restrooms, recreation areas and associated parking.
- b. Utility lines and stormwater retention.
- b. Other uses which the Town Planner find to be compatible.
- c. Accessory uses customarily appurtenant to uses by right listed above.

Deleted: and wastewater lift station.

3. Special Uses:

- a. Special Events. **Variation from Town of Eagle R/PUD listed uses**

4. Minimum Building Setback Requirements:

- a. **Front:** Highway 6 shall be considered the front setback. Buildings such as picnic shelters and restrooms, shall maintain a 25-foot setback from the Highway 6 right-of-way line. Internal roads, parking, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.

Variation from Town of Eagle residential setback standards of 50 feet from arterial road.

- b. **Side:** The side setback for picnic shelters and buildings shall be 7.5 feet.

- c. **Rear:** 10 feet

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- d. Eagle River: Eagle River: 75 feet as defined in this PUD Guide.

Deleted: The average high water mark of the Eagle River shall be considered the rear and river setback. All buildings and parking areas shall meet a 75-foot river setback except where the river bank is more than 15 feet above the high water line and then a 50-foot building river setback shall be allowed. Formal landscaping and park improvements may be allowed in the zone between the 50-foot stream preservation area and the 75-foot building setback. Soft surface trails, natural vegetation restoration, landscape and vegetation maintenance, removal and restoration shall be allowed within the 50-foot preservation area setback...

- d. **Supplementary setback requirements:**
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.

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5. Maximum Building Height:

20 feet

6. Maximum Lot Coverage: There are no maximum lot coverage restrictions.

7. Maximum Density:

There is no allowed density.

3. OS-2

1. Purpose:

The purpose of OS-2 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. This area shall be owned and maintained by the R/PUD -1

homeowners association. A public trail easement of 12 feet in width shall be created for the soft surface trail. The exact trail location will be determined at Development Permit approval for R/PUD-1 and the easement shall be dedicated at the first post development subdivision plat filed for Planning Area 1. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There are no buildings or formal improvements allowed other than those specifically listed below.

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Deleted: Discovery Trail

2. Uses by Right:

- a. Soft surface trails with limited river access points
- b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
- c. Planting of native vegetation to improve or protect the native ecosystem.

3. Special Uses:

- a. None

4. OS-3

1. Purpose:

The purpose of OS-3 is to describe specific uses for the land within Planning Area 1 that is south of the river.

Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There shall be no overnight camping allowed on OS-3. There are no buildings or formal improvements allowed other than those specifically listed below.

Deleted: OS-3 shall be dedicated to the Town of Eagle at the first post-development permit subdivision plat filed within Planning Area 1. ...

2. Uses by Right:

- a. Soft surface trails with limited river access points
- b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
- c. Planting of native vegetation to improve or protect the native ecosystem.

3. Special Uses:

- a. None

B. Planning Area 2 The Farm: C/PUD

1. C/PUD-1

1. Purpose:

To provide a land for a neighborhood center area allowing for small scale residential and commercial uses with a focus on walkability from existing and future residential density and proximate public and educational uses. This area has the potential to include a river view restaurant that would serve the greater Eagle community as a unique tourism asset and community gathering spot.

2. **Uses by Right:**
- a. Single family, duplex and/or multi-family residences. **Variation from Town of Eagle C/PUD listed uses**
 - b. Accessory dwelling unit to owner-occupied single family dwelling.
 - c. Bed & Breakfast Lodge.
 - d. Restaurant.
 - e. Retail.
 - f. Farmer's market
 - g. Short term rental. **Variation from Town of Eagle C/PUD listed uses**
 - h. Community gardens and small animal farm. **Variation from Town of Eagle C/PUD listed uses**
 - i. Greenhouses. **Variation from Town of Eagle C/PUD listed uses**
 - j. Existing or restored historic buildings. **Variation from Town of Eagle C/PUD listed uses**
 - k. Day use parking. **Variation from Town of Eagle C/PUD listed uses**
 - l. Other uses which the Town Planner find to be compatible.

3. **Special Uses:**
- a. Day care of more than 8 children.

4. **Accessory Uses:**
- a. Home occupation.
 - b. Parks, playground, recreation areas, pools, greenbelt.
 - c. Pedestrian and bicycle trails. **Variation from Town of Eagle R/PUD listed uses**
 - d. Day care of less than 8 children
 - e. Detached garages
 - f. Other uses which the Town Planner find to be compatible.

5. **Maximum Density:**
Up to 10 residential units and 10,000 square feet of commercial use. **Variation from Town of Eagle C/PUD listed uses as there is no FAR allowance based on lot size**

6. **Minimum Building Setback Requirement:**
- a. **Front:** Highway 6 shall be considered the front setback. All buildings shall maintain a 25-foot setback from the Highway 6 right of way line. Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback. **Variation from Town of Eagle commercial setback standards of 50 feet from arterial road.**
 - b. **Side:** The side setback for single family homes and duplex buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet. The side setback for commercial buildings shall be 12.5 feet. **Variation from Town of Eagle commercial setback standards of 12.5 feet.**
 - c. **Rear:** The rear yard setback shall be 20 feet. **Variation from Town of Eagle**

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commercial rear setback standards of 25 feet.

d. Eagle River: 75 feet as defined in this PUD Guide.

e. Supplementary setback requirements:

Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.

7. Maximum Building Height:
35 feet.

8. Maximum Site Coverage:
Building: 20%
All impervious: 40%

As this standard is applied to C/PUD-1 site coverage shall be measured against the entire parcel of 2.9 acres. This standard will not apply to internal lots created to define building or lot ownership.

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Deleted: The average high water mark of the Eagle River shall be considered the river setback. All buildings and parking areas shall meet a 75-foot river setback except where the river bank is more than 15 feet above the high water line and then a 50-foot river setback shall be allowed. Formal landscaping may be allowed in the zone between the 50-foot stream preservation area and the 75 foot building setback.

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2. OS-4

1. Purpose:

The purpose of OS-4 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark as well as for the upland area extending north to Highway 6.

This area shall be owned and maintained by the R/PUD -1 Homeowners Association. A public trail easement of 12 feet in width shall be created for the soft surface trail along Highway 6. The exact location of the trail will be determined at Development Permit approval for C/PUD-1 and the easement shall be included with the first post-development permit subdivision plat filed within Planning Area 2. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There are no buildings or formal improvements allowed other than those specifically listed below.

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2. Uses by Right:

- Soft surface trails with limited river access points
- Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
- Planting of native vegetation to improve or protect the native ecosystem.
- Existing historic buildings may be maintained and restored in place.

3. Special Uses:

- None

C. Planning Area 3 Nature Center: C/PUD

1. C/PUD-2

1. Purpose:
To provide a land area for an environmental education facility, employee housing and open space. C/PUD-2 shall be donated or conveyed to a non-profit entity that will operate an environmental education center.
2. Uses by Right:
 - a. Buildings for non-profit programming, environmental education and programming. Variation from Town of Eagle C/PUD listed uses
 - b. Multi-family residential that is subordinate to the environmental education center. Prohibited as a primary use. Variation from Town of Eagle C/PUD listed uses
 - c. Outdoor recreation facilities. Variation from Town of Eagle C/PUD listed uses
 - d. Open sided shade shelters. Variation from Town of Eagle C/PUD listed uses
 - e. Existing, restored or relocated historic buildings. Variation from Town of Eagle C/PUD listed uses
 - f. Landscape improvements, soft surface trails & interpretive signs. Variation from Town of Eagle C/PUD listed uses
 - g. Pedestrian bridge over the Eagle River. Variation from Town of Eagle C/PUD listed uses
 - h. Other uses which the Town Planner find to be compatible.
3. Special Uses:
 - a. None
4. Minimum Building Setback Requirement:
 - a. Front: Highway 6 shall be considered the front setback. All buildings shall maintain a 25-foot setback from the Highway 6 right of way line. Internal roads, driveways, parking, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback. Variation from Town of Eagle commercial setback standards of 50 feet from arterial road.
 - b. Side: The side setback for single family homes and duplex buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet. The side setback for commercial buildings shall be 12.5 feet. Variation from Town of Eagle commercial setback standards of 12.5 feet.
 - c. Rear: The rear yard setback shall be 20 feet.
 - d. Eagle River: 75 feet as defined in this PUD Guide.
 - e. Supplementary setback requirements:
Roof eaves, bay window elements and similar features may encroach up to

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¶ The C/PUD-2 lands are intended to be served by Town of Eagle municipal water and wastewater system. No development permit will be issued until these services are available.

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30 inches into any required setback.

5. Maximum Building Height:
40 feet for commercial, educational and multi-family structures. ~~Variation from Town of Eagle R/PUD listed uses (35 feet)~~
35 feet for single family and duplex structures.

6. ~~Maximum~~ Density:
A maximum of 6 dwelling units not to exceed a total of 6,000 of floor area. ~~These units are allowed only as a support use to the primary use by right education and programming facility. The dwelling units may not be developed prior to a primary facility. These dwelling units shall not be subdivided from the primary use facility.~~

10,000 square feet of enclosed education and programming space. ~~Variation from Town of Eagle C/PUD listed uses as there is no FAR allowance based on lot size~~

7. Maximum Site Coverage:
The C/PUD-2 area has been tightly defined and is adjacent to a significant open space parcel in OS-5. The maximum building and lot coverage ratios have been developed in recognition of this adjacent open space.

Building: 30%
All impervious: 70%

2. OS-5

1. Purpose:
The purpose of OS-5 is to describe specific uses for open space land on both sides of the Eagle River designated as OS-5.

This intent for this area is to provide open space in conjunction with the environmental education facility located on C/PUD-2. OS-5 shall be owned and maintained by the same owner as C/PUD-2. OS-5 should not be subdivided as a separate parcel from C/PUD-2. The soft surface trail traverses OS-5. The exact trail location will be determined at Development Permit approval for C/PUD-2 and a 12-foot wide easement shall be recorded upon completion of the path improvements. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There are no buildings or formal improvements allowed other than those specifically listed below.

2. Uses by Right:
 - a. Open sided shade shelters. ~~Variation from Town of Eagle C/PUD listed uses~~
 - b. Existing, restored or relocated historic buildings. ~~Variation from Town of Eagle C/PUD listed uses~~
 - c. Interpretive signs. ~~Variation from Town of Eagle C/PUD listed uses~~
 - d. Pedestrian bridge over the Eagle River. ~~Variation from Town of Eagle C/PUD listed uses~~
 - e. Soft surface trails with limited river access points.
 - f. Natural vegetation management and removal of non-native species to maintain the

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- health of the native ecosystem.
- g. Planting of native vegetation to improve or protect the native ecosystem.
- h. Other uses which the Town Planner find to be compatible.

- 3. Special Uses:
 - a. None

- 4. Setbacks:
 - a. Front: Highway 6 shall be considered the front setback. All buildings shall maintain a 50-foot setback from the Highway 6 right of way line. Internal roads, driveways, and trails shall be allowed within the front setback.
Variation from Town of Eagle commercial setback standards of 50 feet from arterial road.
 - b. Side/rear: 10 feet.
 - c. Eagle River: The average high water mark of the Eagle River shall be considered the river setback. The setback shall be 75 feet for shade shelters or relocated historic buildings.

D. Planning Area 4: R/PUD

1. R/PUD-2

- 1. Purpose:
To provide sites for the balance of 153 units allowed in Planning Areas 1-6 but no more than ~~forty-four(44)~~ units.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of development areas and integrate buffer zones and formal or informal open space areas within the plan. Lands adjacent to Highway 6 would be an appropriate location for buffer and open space areas. Within the area of 9.1 acres designated as R/PUD -2 there should be 4.1 acres designed as open space or buffer zones for a ratio of 55% of development area and 45 % of buffer zone and common open space. Internal roadways serving Planning Area 3, 4 and 5B would be allowed within the open space/buffer zones.

- 2. Uses by Right:
 - a. Single family, duplex or multi-family townhome dwelling units.
 - b. Accessory dwelling unit to owner-occupied single family dwelling.
 - ~~c.~~ Campground .
Variation from Town of Eagle R/PUD listed uses
 - ~~d.~~ Other uses which the Town Planner find to be compatible.

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The R/PUD-2 lands are intended to be served by Town of Eagle municipal water and wastewater system. No development permit for residential uses will be issued until these services are available. If a camping facility is developed such facility may be served by an on-site wastewater treatment system and a common water well may be permitted.¶

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c. -Short term rentals. Variation from Town of Eagle R/PUD listed uses

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3. Special Uses:
- Day care of more than 8 children.
 - Bed and breakfast. **Variation from Town of Eagle R/PUD listed uses**
4. Accessory uses:
- Home occupation.
 - Parks, playground, pools, greenbelt.
 - Model homes and sales office. **Variation from Town of Eagle R/PUD listed uses**
 - Pedestrian and bicycle trails. **Variation from Town of Eagle R/PUD listed uses**
 - Day care of less than 8 children
 - Detached garages, sheds and other similar buildings.
 - Other uses which the Town Planner find to be compatible.
5. Minimum Building Setback Requirements:
- Front:** Highway 6 shall be considered the primary front setback. All habitable buildings shall maintain a 50-foot setback from the Highway 6 right of way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.

Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.

Variation from Town of Eagle residential setback standards of 50 feet from arterial road.
Residential buildings not fronting Highway 6 shall maintain a 10-foot setback from their internal front property line.
Variation from Town of Eagle residential setback standard of 50 feet from arterial road.
 - Side:** The side setback for single family homes and duplex buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet.
Variation from Town of Eagle residential setback standard of 12.5 feet.
 - Rear:** The rear yard setback shall be 20 feet.
 - Eagle River:** 75 feet as defined in this PUD Guide.
 - Supplementary setback requirements:**
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.
6. Maximum Building Height:
35 feet.
7. Maximum Lot Coverage:
- Building = 50%.

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Variation from Town of Eagle R/PUD of 35 feet

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- b. All impervious materials - 70%

8. Maximum Density:

The maximum density shall not exceed 97 dwelling units.

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OS-6

1. Purpose:

The purpose of OS-6 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. This area shall be owned and maintained by the Planning Area 4 Homeowners Association. A public trail easement of 12 feet in width shall be dedicated to the Town of Eagle for the soft surface trail. The location of the trail will be determined at Development Permit approval for R/PUD-2 and the easement shall be included in the first post-development subdivision plat filed within Planning Area 4. OS-6 includes a Colorado Parks and Wildlife public fishing easement from 25 feet north of the average high water mark to the centerline of the river. There are no buildings or formal improvements allowed other than those specifically listed below.

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2. Uses by Right:

- a. Soft surface trails with limited river access points
- b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
- c. Planting of native vegetation to improve or protect the native ecosystem.

3. Special Uses:

- a. None.

E. Planning Area 5B: Eagle River Park: P/PUD

1. P/PUD

1. Purpose:

To provide a land area for a recreation/park site to be dedicated to the Town of Eagle. This park will provide parking and access to the existing Colorado Parks and Wildlife public fishing easement.

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2. Uses by Right:

- a. Outdoor recreation facilities.
- b. Park and picnic facilities including open sided shade shelter.
- c. Boat ramp.
- d. Public restrooms.
- e. Parks, playground, greenbelt.
- f. Existing, restored or relocated historic buildings.

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e. Dog park.

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- g. Day use parking.
- h. Other uses which the Town Planner find to be compatible.

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- 3. Minimum Building Setback Requirement:
There shall be a 25-foot ~~side and front setback~~ and a 75-foot setback from the Eagle River. ~~A boat ramp and associated improvements and a soft surface trail may be located within the Eagle River setback.~~

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- 4. Maximum Building Height:
20 Feet.

- 5. Density Allowance:
N/A

- 6. Maximum Site Coverage:
N/A

F. Planning Area 5: R/PUD

1. R/PUD -3

- 1. Purpose:
To provide sites for no more than fifteen (15) single family or duplex units.

Planning Area 5 has been designed to meet the principles of Conservation Oriented Development and Cluster Residential design by creating OS-7 and OS-8 and tightly defining the size, shape and scale of the development area designated as R/PUD-3. The 15 dwelling units will be clustered into the 6.2 acres designated as R/PUD-3.

Access to R/PUD-3 will be directly from Highway 6.

- 2. ~~Uses by Right:~~
 - a. Single family and duplex dwelling units.
 - b. Accessory dwelling unit to owner-occupied single family dwelling.
 - c. Other uses which the Town Planner find to be compatible.~~Variation from Town of Eagle R/PUD listed uses~~

Deleted: The R/PUD- 3 lands may be developed under on-site wastewater treatment systems ("OWTS") and an on-site potable water well(s). When municipal water and wastewater service are brought to within 400 feet of the site then all residential development within R/PUD-3 will be required to connect to such system. Should R/PUD-3 develop prior to extension of such service the maximum density will be based on the proposed OWTS capacity.

- 3. Special Uses:
 - a. Day care of more than 8 children.
 - b. Bed and breakfast. ~~Variation from Town of Eagle R/PUD listed uses~~

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c. -Short term rentals. ~~Variation from Town of Eagle R/PUD listed uses~~

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- 4. Accessory uses:
 - a. Home occupation.
 - b. Parks, playground, pools, greenbelt.
 - c. Model homes and sales office. ~~Variation from Town of Eagle R/PUD listed uses~~
 - d. Pedestrian and bicycle trails. ~~Variation from Town of Eagle R/PUD listed uses~~

- e. Day care of less than 8 children
- f. Detached garages, sheds, non-commercial greenhouses and other structures.
- g. Other uses which the Town Planner find to be compatible.

5. Minimum Building Setback Requirements:

- a. Front: Highway 6 shall be considered the primary front setback. All habitable buildings shall maintain a 50-foot setback from the Highway 6 right of way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.

Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.

Variation from Town of Eagle residential setback standards of 50 feet from arterial road.

Residential buildings not fronting Highway 6 shall maintain a 10-foot setback from their internal front property line.

Variation from Town of Eagle residential setback standard of 50 feet from arterial road.

- b. Side: The side setback for single family homes and duplex buildings shall be 7.5 feet.

Variation from Town of Eagle residential setback standards of 12.5 feet.

- c. Rear: The rear yard setback shall be 20 feet.

- d. Eagle River: 50 feet as defined in this PUD Guide.

- e. Supplementary setback requirements:

Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.

6. Maximum Building Height:
35 feet.

7. Maximum Lot Coverage:

- a. Building - 50%
- b. All impervious materials - 70%

8. Maximum Density:

The maximum density shall not exceed 15 dwelling units.

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Deleted: The Eagle River shall be considered the river setback. All buildings and parking areas shall meet a 75-foot river setback except where the river bank is more than 15 feet above the high water line and then a 50-foot river setback shall be allowed. Formal landscaping may be allowed in the zone between the 50-foot stream preservation area and the 75-foot building setback. Soft surface trails, natural vegetation restoration, landscape and vegetation maintenance, removal and restoration shall be allowed within the 50-foot preservation area setback.

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OS-7

1. Purpose:

The purpose of OS-7 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. This area shall be owned and maintained by the Planning Area 4, 5 and 6 Homeowners Association. OS-7 includes a CPW public fishing easement. There are no buildings or formal improvements allowed other than those specifically listed below.

2. Uses by Right:
 - a. Soft surface trails with limited river access points
 - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
 - c. Planting of native vegetation to improve or protect the native ecosystem.
3. Special Uses:
 - a. None.

OS-8

1. Purpose:

The purpose of OS-8 is to describe specific uses for an open space buffer area. This area shall be owned and maintained by the Planning Area 4, 5 and 6 Homeowners Association. There are no buildings or formal improvements allowed other than those specifically listed below. An access road from R/PUD-3 may traverse through OS-8 to provide connection to R/PUD-4.
2. Uses by Right:
 - a. Formal landscape areas.
 - b. Parks, playgrounds and recreation areas.
 - c. Natural vegetation and landscaping.
 - d. Open sided shade shelters and picnic areas.
 - e. Roads and driveways.
3. Special Uses:
 - a. None

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G. Planning Area 6: R/PUD

1. R/PUD-4

1. Purpose:

To provide sites for no more than twenty-five (25) single family or duplex units.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of development areas and integrate buffer zones and formal or informal open space areas within the plan. Within the area of 14.8 acres designated as R/PUD -4 there should be 6.7

acres designed as open space or buffer zones for a ratio of 55% of development area and 45 % of buffer zone and common open space. Buffer and open space zones may include internal roads.

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R/PUD-4 will have direct Highway 6 access.

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2. Uses by Right:

- a. Single family or duplex dwelling units.
- b. Accessory dwelling unit to owner-occupied single family dwelling.
- c. Other uses which the Town Planner find to be compatible.

Deleted: may be developed under on-site wastewater treatment systems ("OWTS") and an on-site potable water well(s). When municipal water and wastewater service are brought to within 400 feet of the site then all residential development within R/PUD-4 will be required to connect to such system. Should R/PUD-4 develop prior to extension of such service the maximum density will be based on the proposed OWTS capacity. ⁵

3. Transitional Uses by Right:

- a. Non-retail greenhouses. Variation from Town of Eagle R/PUD listed uses.
- b. Non-retail Tree Farm and/or Plant Nursery. Variation from Town of Eagle R/PUD listed uses.

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Deleted: c. Short term rentals. Variation from Town of Eagle R/PUD listed uses

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3. Special Uses:

- a. Day care of more than 8 children.
- b. Bed and breakfast.

Deleted: d. Other uses which the Town Planner find to be compatible. ⁵

4. Accessory uses:

- a. Home occupation.
- b. Parks, playground, pools, greenbelt.
- c. Model homes and sales office. Variation from Town of Eagle R/PUD listed uses
- d. Pedestrian and bicycle trails. Variation from Town of Eagle R/PUD listed uses
- e. Day care of less than 8 children
- f. Detached garages, sheds, non-commercial greenhouses and other structures.
- g. Other uses which the Town Planner find to be compatible.

5. Minimum Building Setback Requirements:

- a. Front: Highway 6 shall be considered the primary front setback. All buildings shall maintain a 50-foot setback from the Highway 6 right of way line.

Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.

Variation from Town of Eagle residential setback standards of 50 feet from arterial road.

Residential buildings not fronting Highway 6 shall maintain a 10-foot setback from their internal front property line.

Variation from Town of Eagle residential setback standards of 50 feet from arterial road.

- b. Side: The side setback for single family homes and duplex buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet.
Variation from Town of Eagle residential setback standards of 12.5 feet.
- c. Eagle River: 75 feet as defined in this PUD Guide.
- d. Setbacks from internal property lines shall be:
Front: 25 feet from edge of private road asphalt.
Side: 12.5 feet.
Rear: 20 feet.
- e. Supplementary setback requirements:
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.

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- 6. Maximum Building Height:
35 feet.
- 7. Maximum Lot Coverage:
 - a. Building - 30%
 - b. All impervious materials - 50%
- 8. Maximum Density:
The maximum density shall not exceed 25 dwelling units.

OS-9

- 1. Purpose:
The purpose of OS-9 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. This area shall be owned and maintained by the Planning Area 4, 5 and 6 homeowners association. OS-9 includes a CPW public fishing easement. There are no buildings or formal improvements allowed other than those specifically listed below.
- 2. Uses by Right:
 - a. Soft surface trails with limited river access points
 - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
 - c. Planting of native vegetation to improve or protect the native ecosystem.
- 3. Special Uses:
 - a. None

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1. -R/PUD-5

1. -Purpose:

To provide sites for no more than nine (9) single family homesites.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of development areas and integrate buffer zones and formal or informal open space areas within the plan. As the eastern-most development area and the lowest density planning area there should be a significant amount of open space and buffer zones. Within the area of 15.8 acres designated as R/PUD -5 there should be a ratio of 50% of development area and 50 % of buffer zone and common open space. Internal access roads may be located within open space and buffer zones.

The R/PUD- 5 lands may be developed under on-site wastewater treatment systems ("OWTS") and an on-site potable water well(s). When municipal water and wastewater service are brought to within 400 feet of the site then all residential development within R/PUD-5 will be required to connect to such system. Should R/PUD-5 develop prior to extension of such service the maximum density will be based on the proposed OWTS capacity.

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Deleted: 3. -Special Uses:

a. -Day care of more than 8 children.

b. -Bed and breakfast.

4. -Accessory uses:

a. -Home occupation.

b. -Parks, playground, pools, greenbelt.

c. -Model homes and sales office. Variation from Town of

Deleted: Rear: -20 feet.

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Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.

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35 feet.

7. -Maximum Lot Coverage:

a. -Building - 30%

b. -All impervious materials - 50%

Deleted: OS-10

1. -Purpose:

The purpose of OS-10 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. This area shall be owned and maintained by the Planning Area 5, 6 and 7 Homeowners Association. OS-10 includes a public fishing easement from the average

I. Planning Area Summary Chart

Red Mountain Ranch PUD Zoning Plan Planning Area Summary Chart							Date: 5/20
	PUD Designation	Planning Area Acres	% of Total Site	Maximum Density	DU's per Acre	Development Area and % of Planning Area	Open Sp. Area and % Planning Area
Planning Area 1	R/PUD	34.6 acres	32.5% of Total Site	97	2.8	12.3 acres 35%	22.3 acr 65%
Planning Area 2	C/PUD	5.5 acres	5.1% of Total Site	10 du's 10,000 sf Commercial	2 0.045 far	2.9 acres 53%	2.6 acre 47%
Planning Area 3	C/PUD	14.5 acres	13.6% of Total Site	6 du's 10,000 sf Commercial	0.4 0.015 far	1.4 acres 13%	13.1 acr 87%
Planning Area 4	R/PUD	13.7 acres	12.9% of Total Site	44 du's	3.2	9.1 acres 66%	4.6 acre 34%
Planning Area 5B	P/PUD	3.0 acres	2.8% of Total Site	0	0	0	3 acres 100%
Planning Area 5	R/PUD	14.6 acres	13.7% of Total Site	15 du's	1.05	6.2 acres 43%	8.3 acre 57%
Planning Area 6	R/PUD	20 acres	18.8% of Total Site	25 du's	1.25	14.8 acres 74%	5.2 acre 26%

Red Mountain Ranch PUD Zoning Plan Planning Area Summary Chart			Date: 5/20
	PUD Designation	Planning Area Acres	
Planning Area 1	R/PUD	34.6 acres	
Planning Area 2	C/PUD	5.0 acres	
Planning Area 3	C/PUD	15 acres	
Planning Area 4	R/PUD	13.7 acres	
Planning Area 5B	P/PUD	3.0 acres	
Planning Area 5	R/PUD	14.5 acres	
Planning Area 6	R/PUD	20 acres	
Planning Area 7	R/PUD	24.5 acres	

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5. TEMPORARY USES

Temporary uses including, but not limited to construction staging, project sales office, and pre-development temporary uses such as, but not limited to, corporate team building events, day outfitter programs, and agricultural uses may be permitted in all Planning Areas in accordance with Town of Eagle Land Use and Development Code Section 4.04.100 B. Temporary Uses.

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6. DENSITY TRANSFER PROVISION

A total of 153 dwelling units will be allowed on Planning Areas 1-6. A density transfer shall be allowed between all Planning Areas except Planning Area 3 and 5B.

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For example – if Planning Area 1 has a maximum density of 97 dwelling units and only 70 dwelling units are approved for development, 27 dwelling units may be transferred to other Planning Areas. Transfers shall not exceed the maximum allowed units on any Planning Area unless approved by

the Town of Eagle Town Board. LERP unit transfer is only allowed as a Major Modification to the PUD Guide.

7. WATER AND WASTEWATER SERVICE

Development on all lands within the PUD is prohibited until connection to the Town of Eagle municipal water and wastewater system.

8. STREET STANDARDS

All streets shall remain private. Private street standards will be detailed as part of future Development Plans and subdivision applications for each Planning Area.

9. TRAIL STANDARDS

Soft surface trails including the Discovery Trail shall be a minimum of four (4) feet wide and constructed of crusher fines or similar materials, as approved by the Town of Eagle. Any associated public easement shall be 12 feet in width.

Hard surface common area trails shall be a minimum of six (6) feet wide and constructed of a durable hard surface such as asphalt or concrete. Sidewalks connecting parking areas to residential units may be a minimum of four (4) feet in width.

Trail grades should not exceed a 10% grade however sections no longer than 100 feet may exceed 15% where significant grade changes must be accommodated. Cross section grades should not exceed 2% for paved trails and 4% for soft surface trails.

10. RIPARIAN AREA MANAGEMENT PLAN

A Riparian Area Management Plan ("RAMP") shall be submitted prior to or in conjunction with the first Development Plan for a Planning Area. The RAMP shall apply to all riparian areas located in Planning Areas 1 through 6. The RAMP shall be subject to review and approval of the Trustees as a condition of the first Development Plan approval. The minimum components of the RAMP shall include the following:

1. The RAMP shall identify riparian areas in Planning Areas 1 through 6 and shall be applicable to such riparian areas.
2. The RAMP shall identify minimum management practices, including but not limited to:
 - a. Description of acceptable landscaping and grading activities.
 - b. Description of management plans for removing trash and debris, including plans for dog waste pick-up bags and signage.

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- c. Description of snow storage plans to prevent snow storage on riparian areas.
- d. Description of permitted soft trails and/or boardwalks and accessory uses such as benches, picnic tables, and signage.
- e. Temporary construction activities, erosion control and required revegetation between 50' and 75'.

- 3. The RAMP shall name the Town as a beneficiary and shall provide rights of the Town to enforce the RAMP, rights to enter the Riparian Area and take corrective action after providing notice of default to Owners' Association and after expiration of the period to cure, and rights of the Town to recover costs for any enforcement.
- 4. The RAMP shall require the Town to provide notice of default to the Owner and shall provide a reasonable period to cure such default, which period shall be not less than thirty days or such additional time as appropriate if thirty days is not adequate.

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11. COLORADO PARKS AND WILDLIFE (CPW) FISHING EASEMENT

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Planning Areas 4, 5, 5B and 6 are subject to a previously designated CPW public fishing easement extending from the centerline of the river to 25 feet north of the average high water mark.

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12. PARKING REQUIREMENTS

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All uses within Red Mountain Ranch will be subject to the parking standards of the Town of Eagle Land Use & Development Code. Any accessory dwelling associated within a single family residence shall have one dedicated on-site parking space. A Bed and Breakfast Lodge use as defined in this PUD Guide shall provide one parking space per guest room.

13. LOCAL EMPLOYEE RESIDENCY PROGRAM

The Town of Eagle Land Use and Development Code includes an adopted Local Employee Residency Program (LERP) as Section 4.04.110 of the Town Code. The Red Mountain Ranch is required to comply with this program as adopted as of the date of approval of the Red Mountain Ranch PUD.

RED Mountain Ranch is approved for a maximum of 153 dwelling units. Planning Area 3, C/PUD 2 is allowed a maximum of six (6) dwelling units that are restricted from free market sale and must be used in support of the educational/environmental non-profit facility. The approved total maximum density of free market units is 147.

Red Mountain Ranch will provide a total of 15 LERP Residences. This is based on 10% of the maximum of 147 free market units approved for the Red Mountain Ranch PUD.

Each Planning Area shall provide the following number of LERP qualified units regardless of the approved Development Permit density:

Planning Area 1	6 residences
Planning Area 2	1 residence
Planning Area 3	0 residences
Planning Area 4	5 residences
Planning Area 5B	0 residences
Planning Area 5	1 residence
Planning Area 6	2 residences

Each Development Permit application will be required to provide a Local Employee Residency Plan in accordance with subsection F of Section 4.04.110. The LERP Plan required at Development Permit will include the proposed number of LERP qualified units, details on unit types, square footage, number of bedrooms per unit, targeted income category and initial sales price. The LERP plan will include the average LERP unit size and the average free market unit sizes as proposed in the Development Plan. The LERP plan will identify the location of units by type and size and the proposed production schedule. Lerp unit production shall be phased proportionally with the production of free market units.

While there are no specific bedroom mix or size requirements for LERP units, the applicant is expected to analyze market demand and to propose a mix that is responsive and appropriate to that demand. The bedroom mix and size will be approved by the Program Administrator as part of the Housing Plan.

Deed restrictions will meet the Town of Eagle standard deed restriction language.

LERP units will be restricted for sale and occupancy to residents meeting the local employee residency requirements as adopted by the Board of Trustees.

14. DESIGN REVIEW

Design guidelines shall be prepared which will establish architectural and building material standards, landscape design, urban design, site design standards and a design review process for each PUD Planning Area within Red Mountain Ranch. These guidelines shall be approved and in place for any area of the Red Mountain Ranch PUD prior to the approval of any Subdivision Final Plat for that area.

The appropriate home owners association for each Planning Area identified in this PUD Guide, with the exception of Planning Area 5B, Town Park and Planning Area 3, Nature Center, shall establish a Home Owners Association Board that shall have authority and responsibility over the design review process for the Planning Areas within such association. It is anticipated that there will be three separate homeowner associations; one for Planning Areas 1 and 2, one for Planning Area 4 and one for Planning Areas 5, 6 and 7.

Deleted: 10. LOCAL EMPLOYEE RESIDENCY PROGRAM

The Town of Eagle Land Use and Development Code includes an adopted Local Employee Residency program. This program requires new residential development to provide 10% of the housing that it produces as deed and price restricted housing.

At the proposed density level of 153 residential units Red Mountain Ranch will be required to provide 16 units in conformance with the town program guidelines.

Red Mountain Ranch fully intends to comply with this program, generally on a Planning Area by Planning Area basis. In accordance with the Town of Eagle Land Use Regulations each PUD Development Plan application shall include a detailed plan outlining compliance with the housing program.

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All projects requiring a Town of Eagle building permit shall adhere to the standards of this PUD and, where not specifically covered, the provisions of the Town of Eagle Land Use Code.

Applicants for all new buildings or building modifications, residential landscaping or residential landscaping modifications, as defined in the adopted design guidelines, shall submit such proposals for review and approval by the appropriate Home Owners Board.

The Town of Eagle shall not issue a building permit without prior approval by the Home Owners Board as demonstrated by drawings stamped as approved by the Home Owners Board.

1. **Architectural Design Standards:**

The site design concept for Red Mountain Ranch Planning Area 1 is to create a pedestrian friendly, walkable integrated neighborhood with a variety of housing types.

The architecture of the Red Mountain Ranch community will both integrate with and enhance the beauty of the Town of Eagle and the Eagle River corridor.

Design Guidelines will:

- a. Establish design and construction standards that both fit in the setting and ensure a consistent high level of quality across a wide array of housing types;
- b. Respond to the unique attributes and sensitivities of the site which are reflected in the design tenets underlying the plan;
- c. Implement a diverse but cohesive, unified and balanced architectural and landscape theme;
- d. Control massing of buildings to be appropriate in scale and context;

2. **Environmental Building Practices:**

Each Planning Area should include guidelines that address state of the art environmental building practices.

- a. Low environmental impact and energy efficiency approaches to site planning, design, landscaping and construction are highly encouraged.
- b. Owners are encouraged to review LEED guidelines published by the US Green Building Council (www.usgbc.org) which encourage energy efficiency, resource efficiency and healthy indoor air quality.
- c. Passive and active solar is highly encouraged. Hot water and photo voltaic solar panels are encouraged to be well planned and integrated in to the architectural design. Panels should be installed in the same plane as the roofs and close to flush with the roof. Solar panels and all associated mounting brackets and hardware shall be all black. No bright shiny metal elements are allowed.

3. **Landscape Design Standards:**

Landscape Design Standards will be written and adopted as an integral part of the overall

design guidelines. The Landscape design Standards will meet the requirements of Town of Eagle Code Section 4.07.020. The intent of the landscape design guidelines will be provide standards for landscaping and water conservation within the PUD that enhance and maintain the character of the residential neighborhoods and public spaces of the Red Mountain Ranch PUD. This will be accomplished by:

- a. Setting minimum and maximum standards for planting within residential and public spaces.
- b. Promoting the conservation of water through selection of proper plant palettes and the use of efficient irrigation techniques.
- c. Controlling the spread of noxious weeds and invasive plant species.

The perimeter area of the Red Mountain Ranch property has been appropriately designed to address compatibility of adjacent uses. The higher density and intensity of land uses is focused towards the existing town center and decreases to very low density residential uses as the property extends eastward. Those densities are compatible with the existing approved residential neighborhoods adjacent to the east end of Red Mountain Ranch. The riverfront area has been protected with additional enhanced setbacks and limitations on uses and vegetation management. The Highway 6 perimeter will be enhanced with landscape screening and berming where appropriate. These details will be developed as the specific PUD Development Plans are designed and reviewed.

4. **Illumination Design Standards:**

Illumination design standards for residential and public uses shall be included within the approved design guidelines. The Illumination Standards will meet the requirements of Town of Eagle Code Section 4.07.010. The intent of these standards will be to provide compliance with adopted Town of Eagle lighting requirements and appropriate dark sky practices.

5. **Fencing Design Standards:**

Fencing design standards shall be included within the approved design guidelines. The intent of these standards will be to provide a compatible appearance among residential properties and to regulate the structure, location, height, color and materials of fencing prior to installation. Where appropriate and as required, wildlife friendly fencing will be specified. The Fence Design Standards will meet the supplemental setback standards of Town of Eagle Code Section 4.04.100 H 6.

15. SIGNS

Sign regulations shall meet the Town of Eagle sign code; unless a comprehensive Red Mountain Ranch Sign Program is approved by the Town of Eagle.

16. DOGS AND PET CONTROL

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Each dwelling unit will be permitted to house up to two dogs and offspring up to three months old. Residents will be prohibited from harboring dogs on their property unless they have adequate facilities (i.e., animals kept in residence, a fenced yard, an electronically fenced yard, dog run, or kennel) to contain the animals. Enclosed runs must be located immediately adjacent to the home, within the lot's building envelope if an envelope is required, and shall not exceed 1,000 square feet. If facilities are inadequate to contain the dog(s), the animals will be immediately removed from the subdivision until adequate structures can be built.

At no time are dogs to be allowed to run freely, other than within designated leash free dog parks. Red Mountain Ranch shall be subject to any and all leash laws and other pet regulations as adopted by the Town of Eagle.

Any additional pet restrictions adopted by Red Mountain Ranch owners through other documents such as declarations, covenants and restrictions, design guidelines or rules and regulations will be enforceable by the entity designated for such purpose and will not be enforced by The Town of Eagle.

17. TRASH RECEPTACLES

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Single family and duplex residences within the Red Mountain Ranch PUD shall be restricted from storing or leaving trash **and recycling** receptacles outside overnight. Trash **and recycling** receptacles shall be placed outside on the day of pick-up and shall be returned to an indoor location the same day.

Multi-family buildings shall provide wildlife resistant trash **and recycling** enclosure structures consistent with the approved Design Guidelines.

18. CONFLICTS & INTERPRETATIONS

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The specific provisions of this Guide shall supersede those of the Town of Eagle Land Use Regulations. However, where the Guide does not address an issue, the specific provisions and definitions of the Town of Eagle Land Use Regulations shall prevail. In cases of dispute or ambiguity, the Board of Trustees shall act to interpret.

In interpretation of a finding of another use found to be compatible by the Town Planner, when compatibility or consistency with the Town's goals, policies and plans are in question, the Town Planner has the authority to send use interpretations to the Planning and Zoning Commission or Board of Trustees for final determination, subject to public notice requirements for PUD Amendments as outlined in the Town of Eagle Land Use and Development Code.

19. AMENDMENTS TO THE RED MOUNTAIN RANCH PUD GUIDE

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It is anticipated that modifications or amendments to this PUD Guide will be necessary from

time to time. This PUD Guide provides for two types of modifications or amendments: minor and major.

A. Minor Modifications:

Minor modifications are those changes which will not alter the original project concept but which may result in minor changes in the design of Red Mountain Ranch. Minor modifications include, but are not limited to internal road alignment alterations, minor adjustments to parcel boundaries, building envelope or lot line changes, and additions of land uses not previously listed but determined to be similar to listed uses. Changes to Planning Area boundaries are limited to no more than 10% in area to be considered a minor amendment.

Minor modifications may be authorized by the Town of Eagle Town Planner upon written request. The Town Planner shall act upon any minor modification request within 30 days of such a request. Any decision by the Town Planner may be appealed in writing to the Eagle Board of Trustees within 30 days of such decision.

B. Major Modifications:

Major modifications are those changes not considered to be minor modifications and are changes that could alter the character or land use of a portion of the project.

Major modifications shall include:

1. Any increase in the total number of residential units.
2. Any change or addition to the land use designation of any Planning Area within the PUD, except as provided above.
3. Any additional of land into the PUD.
4. Any transfer of LERP units from one Planning Area to another.

Major modifications shall be under the authority of the Eagle Board of Trustees. Applications for major modifications shall be heard in public hearing by the Board after receiving a recommendation from the Planning and Zoning Commission. The Town Board shall approve the modification if it is found that the modification is consistent with the efficient development of the entire PUD and does not substantially affect the enjoyment of land abutting the PUD or the public interest.

| Approved by Red Mountain Ranch Partnership, Ltd. this _____ day of _____, 2019,

By: _____

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| Approved by Mervyn Lapin Revocable Trust this _____ day of _____, 2019,

By: _____

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TOWN of EAGLE Signature block:

| Approved by the TOWN OF EAGLE, COLORADO, a municipal corporation acting by and through its Board of Trustees, this _____ day of _____, 2019,

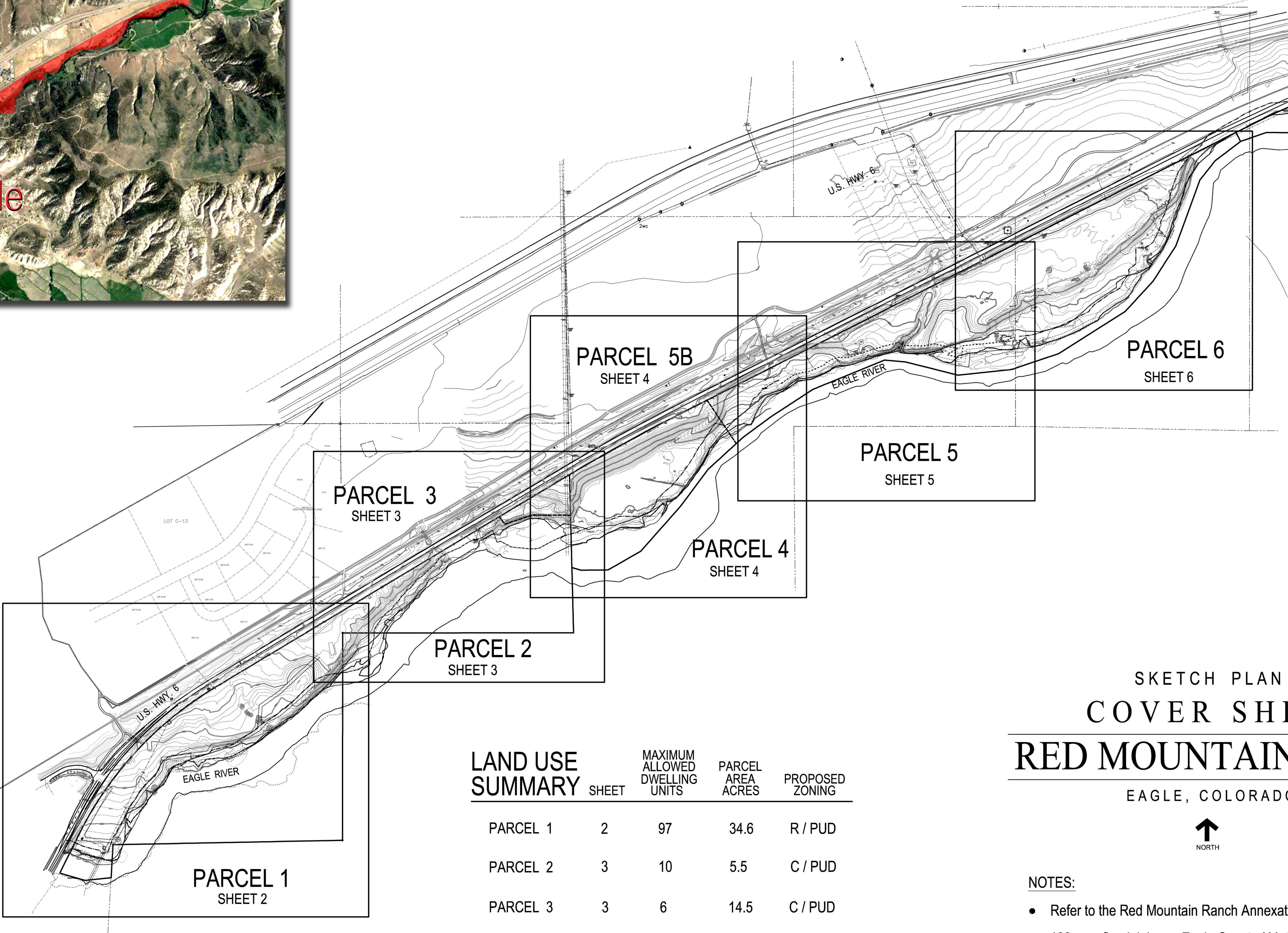
_____, Mayor

ATTEST:

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Town Clerk

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NOTE:
Area measurements may vary by actual field survey at Development Permit.

LAND USE SUMMARY	SHEET	MAXIMUM ALLOWED DWELLING UNITS	PARCEL AREA ACRES	PROPOSED ZONING
PARCEL 1	2	97	34.6	R / PUD
PARCEL 2	3	10	5.5	C / PUD
PARCEL 3	3	6	14.5	C / PUD
PARCEL 4	4	44	13.7	R / PUD
PARCEL 5-B	4	-	3.0	P / PUD
PARCEL 5	5	15	14.5	R / PUD
PARCEL 6	6	25	20.0	R / PUD
TOTALS		*153	106	

*TOTAL D.U. NOT TO EXCEED 153

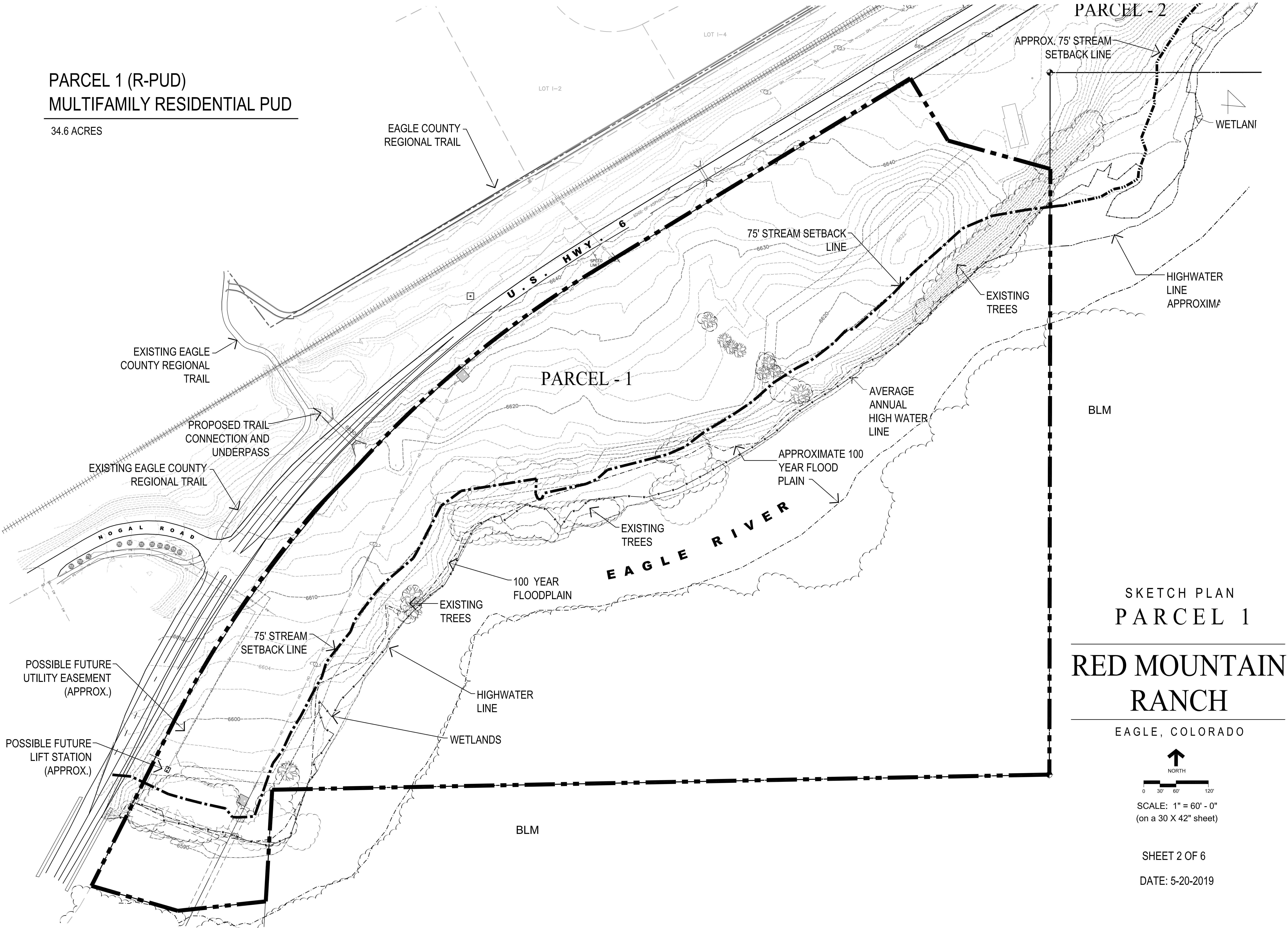
SKETCH PLAN
COVER SHEET
RED MOUNTAIN RANCH
EAGLE, COLORADO

↑
NORTH

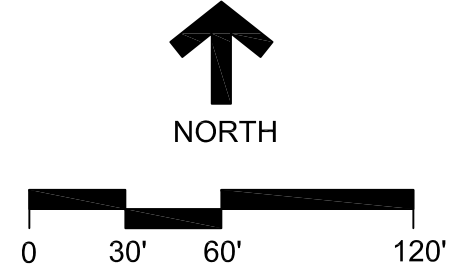
- NOTES:
- Refer to the Red Mountain Ranch Annexation Map for legal description.
 - 100 year floodplain per Eagle County / Matrix Floodplain Study.
 - Existing Zoning is Eagle County Resource (R)
 - There are no commercial mineral deposits located on site.

PARCEL 1 (R-PUD)
MULTIFAMILY RESIDENTIAL PUD

34.6 ACRES



SKETCH PLAN
PARCEL 1
**RED MOUNTAIN
RANCH**
EAGLE, COLORADO



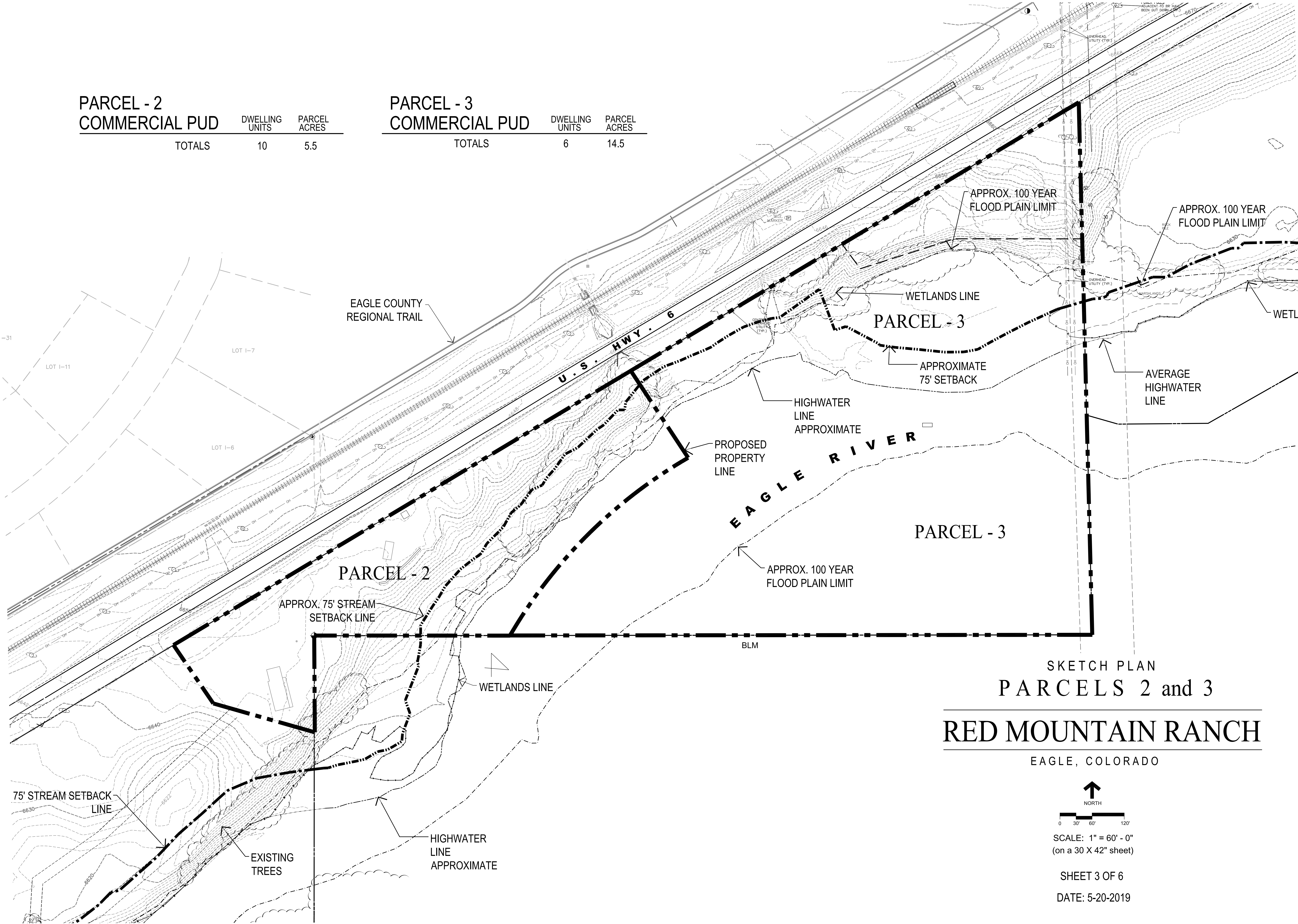
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SHEET 2 OF 6

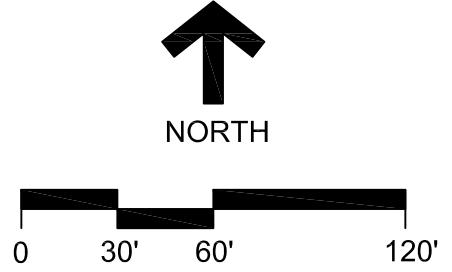
DATE: 5-20-2019

PARCEL - 2		
COMMERCIAL PUD	DWELLING UNITS	PARCEL ACRES
TOTALS	10	5.5

PARCEL - 3		
COMMERCIAL PUD	DWELLING UNITS	PARCEL ACRES
TOTALS	6	14.5



SKETCH PLAN
PARCELS 2 and 3
RED MOUNTAIN RANCH
EAGLE, COLORADO

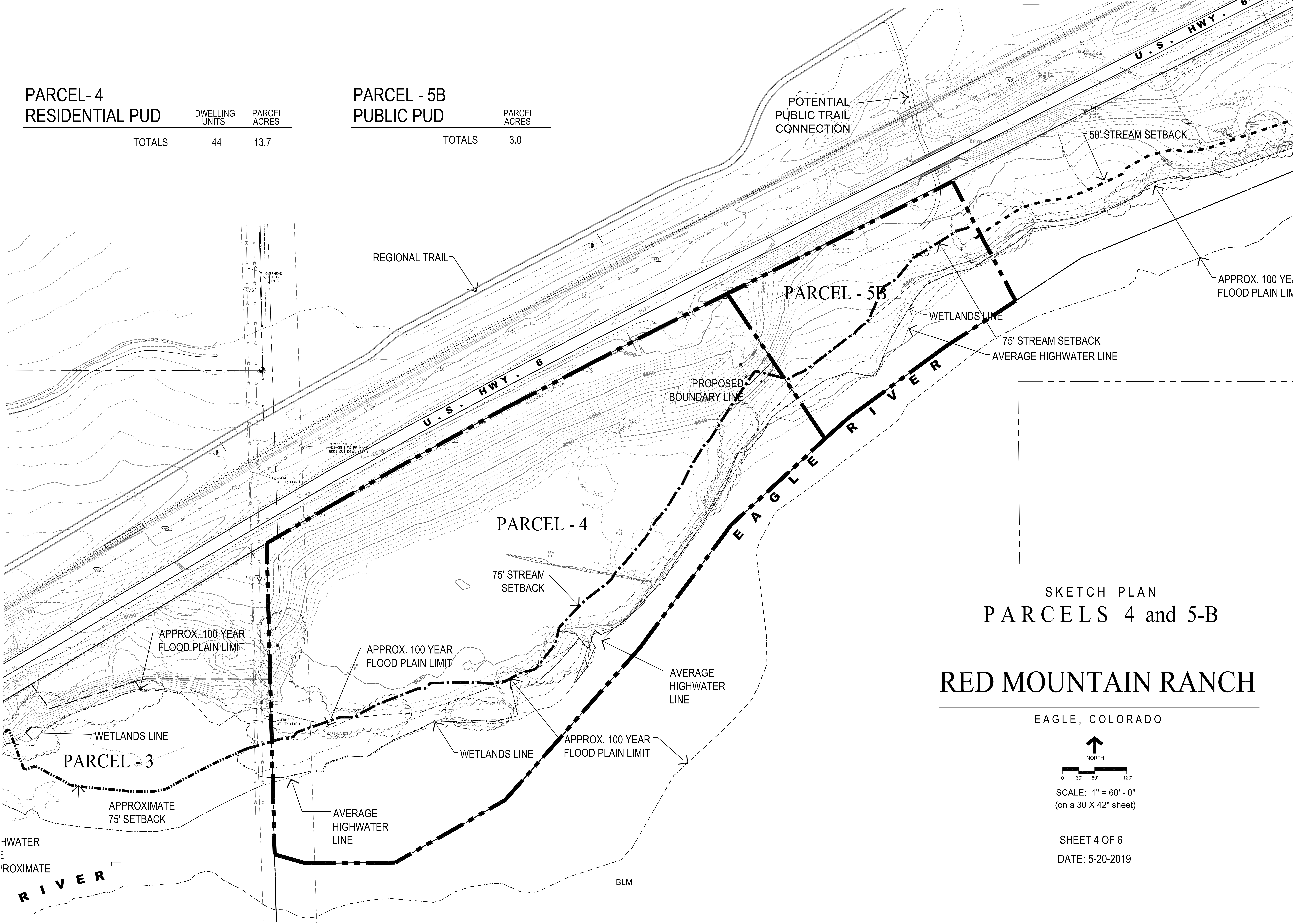


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SHEET 3 OF 6
DATE: 5-20-2019

PARCEL - 4		
RESIDENTIAL PUD		
TOTALS	DWELLING UNITS 44	PARCEL ACRES 13.7

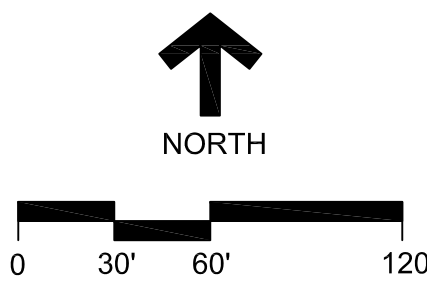
PARCEL - 5B		
PUBLIC PUD		
TOTALS		PARCEL ACRES 3.0



SKETCH PLAN
PARCELS 4 and 5-B

RED MOUNTAIN RANCH

EAGLE, COLORADO

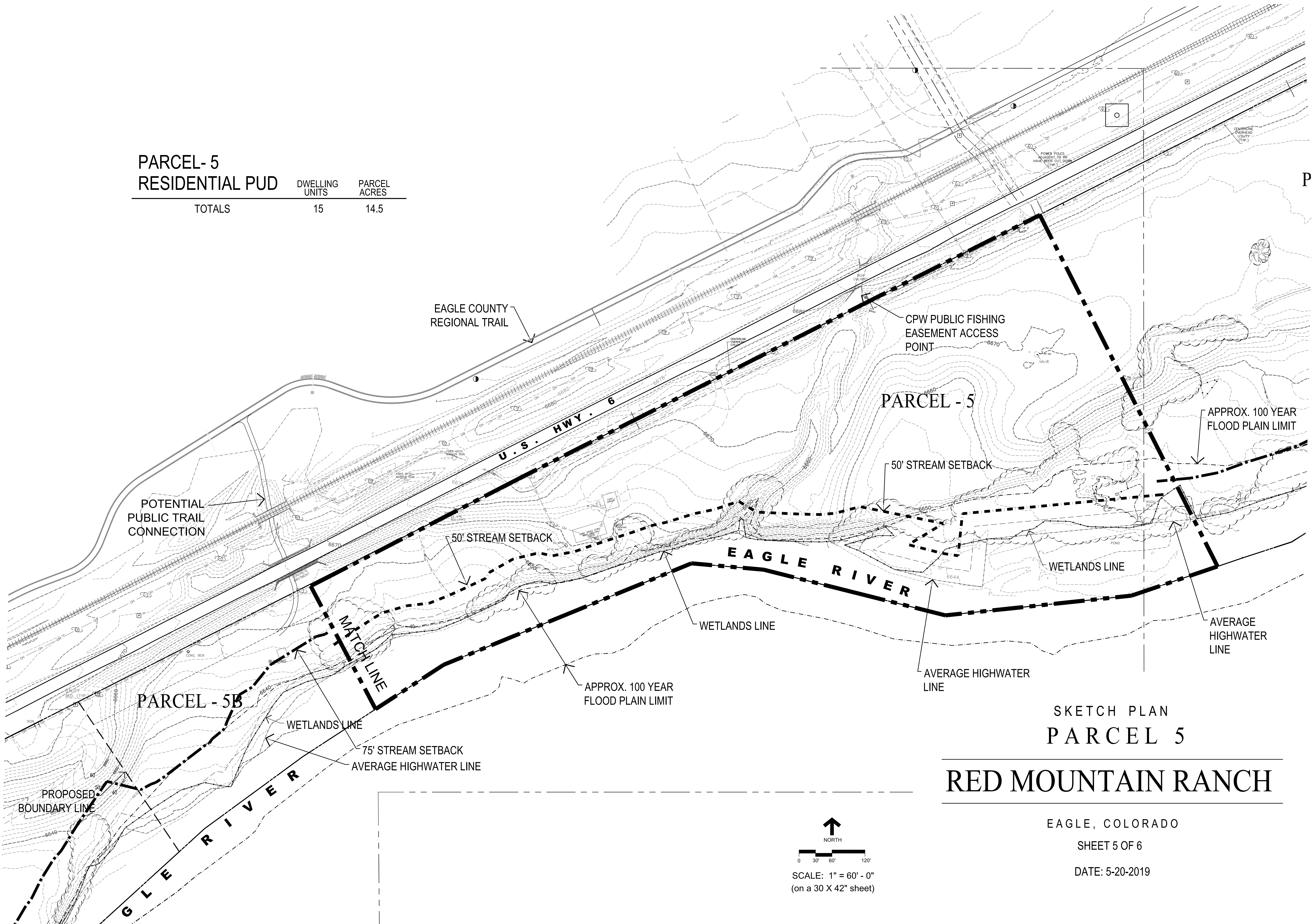


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SHEET 4 OF 6

DATE: 5-20-2019

PARCEL- 5 RESIDENTIAL PUD	DWELLING UNITS	PARCEL ACRES
TOTALS	15	14.5



SKETCH PLAN
PARCEL 5

RED MOUNTAIN RANCH

EAGLE, COLORADO
SHEET 5 OF 6
DATE: 5-20-2019

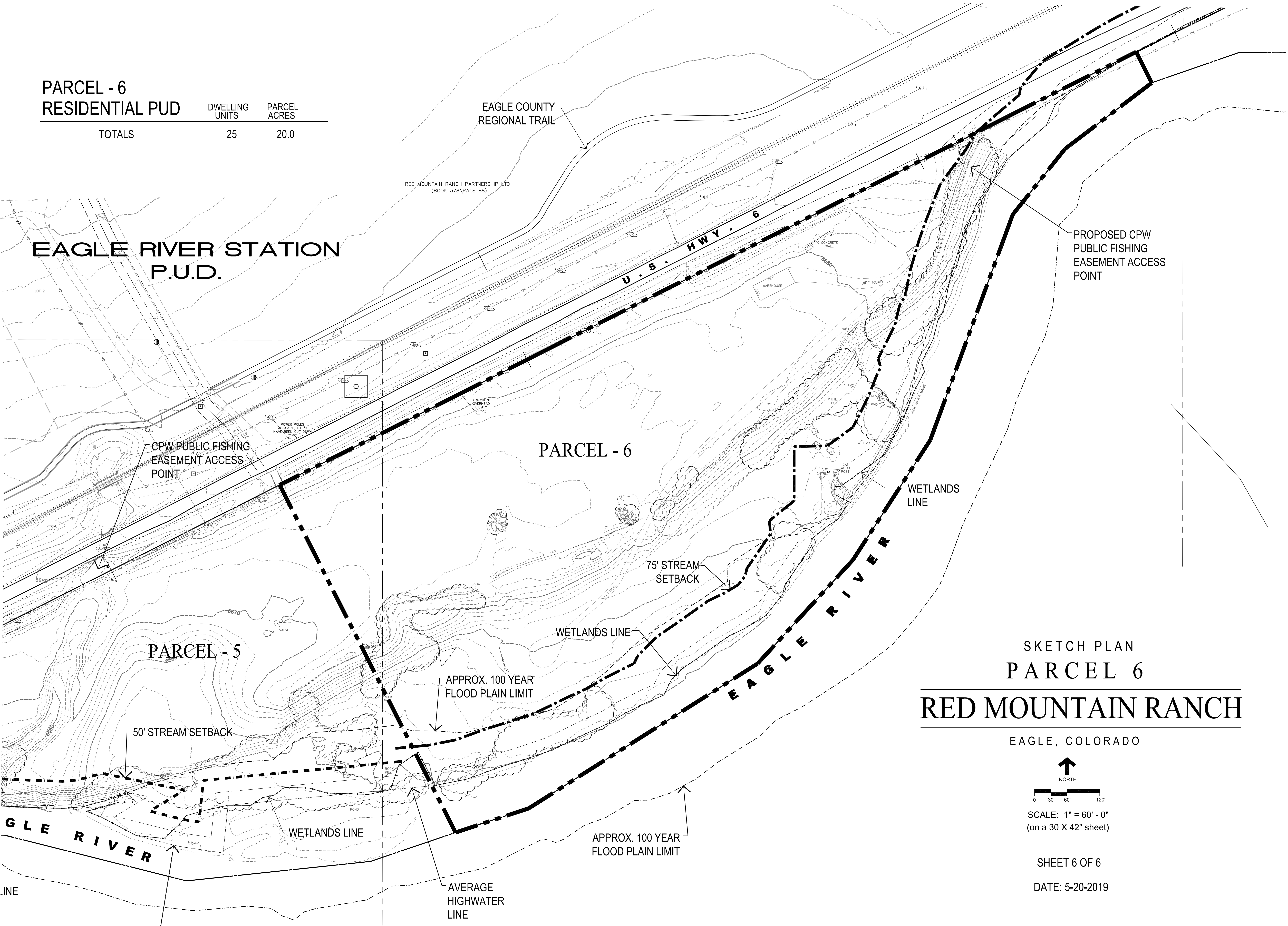
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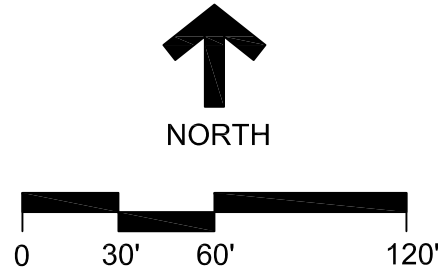
PARCEL - 6
RESIDENTIAL PUD

	DWELLING UNITS	PARCEL ACRES
TOTALS	25	20.0



SKETCH PLAN
PARCEL 6
RED MOUNTAIN RANCH

EAGLE, COLORADO



SCALE: 1" = 60' - 0"
(on a 30 X 42" sheet)

SHEET 6 OF 6

DATE: 5-20-2019

Memorandum

To: Carrie McCool, Interim Community Development Director

From: Michael J. Erion, P.E. 

CC: Brandy Reitter, Bryon McGinnis, Deron Dirksen, Mary Elizabeth Geiger, Esq

File: 161-9.23

Date: June 4, 2019

Re: Town of Eagle – Red Mountain Ranch – Technical Review of Water Submittal

At the request of the Town of Eagle, Resource Engineering, Inc. (RESOURCE) reviewed the water related documents in the Annexation and Planned Unit Development (PUD) submittal for the proposed Red Mountain Ranch project. The water documents include April 9, 2019 and May 22, 2019 memoranda prepared by SGM, a November 7, 2018 memorandum prepared by Wilson Water Group and a November 11, 2018 memorandum from Balcomb and Green. RESOURCE met with SGM and RESOURCE's technical review comments are presented below.

RAW WATER SUPPLY AND DELIVERY SYSTEM

The proposed concept is to develop a raw water well or infiltration gallery near the Eagle River. Each planning area may have its own system. The location of the proposed points of diversion will need to be identified by the Applicant as soon as possible so that the Water Court case can be filed to change the point of diversion of the senior irrigation water rights.

The attached May 22, 2019 SGM memorandum indicates that a total of 4.7 acres of raw water irrigation are proposed for the project including 1.31 acres for parks and 3.39 acres for lawn and landscaping.

EQR ANALYSIS

The Town's EQR schedule is set forth in the Section 12.16.050 of the Town Municipal Code, as was amended by Ordinance No. 18, Series 2018. RESOURCE agrees with the SGM estimate of 113.1 EQR for the proposed development concept outlined on Table 1 of the SGM May 22, 2019 memorandum. The EQR calculation, plant investment fees, and water rights dedication are discussed below.

EQR Calculation

The EQR calculation for the Red Mountain Ranch concept plan is approximately 113.1 EQR **EQR**. The Town Code allows for a reduction of 0.25 EQR per 2500 square feet of irrigation if raw water irrigation is

provided. The project proposes 3.39 acres of raw water irrigation which would result in a reduction of 14.76 EQR that could be allowed for the project. The net EQR total for the project is estimated at **98.34 EQR** ($113.1 - 14.76$), which is the value for plant investment fees and potable system water rights dedication.

Plant Investment Fees

The Plant Investment Fee should be calculated based on the Town's EQR schedule, less a credit toward the water PIF based on the Town Code credit for raw water irrigation. The payment of PIF would be based on actual development and shall occur at building permit.

Water Rights Dedication

According to the Town Code, the Red Mountain Ranch project water rights dedication requirement is based on the EQR calculation of 98.34 EQR outlined above, plus the rights for the raw water irrigation. RESOURCE agrees with the SGM calculation that 93.42 AF of historic consumptive use (HCU) credit is required for the potable water system.

Red Mountain Ranch will dedicate 48.2 AF of HCU and the associated senior water rights in the Wilkinson Ditch and 45.65 AF of HCU and the associated senior water rights in the Warren Ditch for the potable water service. The 4.7 acres of raw water irrigation will require an additional dedication of 8.13 AF of HCU and the associated senior water rights in the Wilkinson Ditch.

As mentioned above, the Town would need to change the point of diversion for the Wilkinson Ditch water rights to be conveyed to the Town for raw water irrigation to a well or pump station on the Eagle River and change the Warren Ditch and Wilkinson Ditch water rights dedicated for potable service to municipal use at the Town's Lower Basin Water Treatment Plant.



MEMORANDUM

TO: Scott Grosscup, Balcomb & Green, P.C.

FROM: Brendon Langenhuizen, PE

DATE: April 9, 2018 **Revised May 22, 2019**

RE: **Red Mountain Ranch Planning Areas 1 through 6 EQR Assessment**

This memo addresses the Red Mountain Ranch (RMR) Equivalent Residential Unit (EQR) assessment and dedication for Planning Areas 1 through 6. This memo is also in response to comments provided by the Town of Eagle following review of the November 7, 2018 Wilson Water Group memo (WWG Memo) titled "Red Mountain Ranch EQR Assessment and Preliminary HCU Analysis of Parcels 1 & 2".

Specific development plans are not yet finalized for Planning Areas 1 through 6 and remain conceptual at this time. For the purposes of inclusion into the Town, assumptions about EQRs and non-potable irrigated lands are presented as a possible development scenario in this memo. RMR is seeking development for a total maximum of 153 dwelling units throughout the six planning areas. Approximate densities of each planning area were presented to the Town on a PUD Zoning Plan developed on May 20, 2019, see Exhibit A. The development scenario of Planning Areas 1 & 2 presented in the WWG Memo are slightly modified to match the most recent development scenario. Planning Areas 3 through 6 density and dwelling types are still in an early planning phase and specific densities or dwelling types are unknown at this time and should be viewed as simply a possible development scenario.

EQR ANALYSIS AND POTABLE WATER RIGHT DEDICATION

RMR will extend potable water and sewer lines for each of the planning areas as it is developed. The revised EQR assessment shown in Table 1 includes Planning Areas 3 through 6 water demands. The EQR assessment is based on the Town's EQR Schedule dated May 2018.

Table 1. RMR Conceptual Scenario Development Plan EQR Assessment

Dwelling Type	EQR per Unit	Planning Areas 1-2			Planning Areas 3-6			Combined EQR
		Dwelling Units	Commercial Units	Total EQR	Dwelling Units	Commercial Units	Total EQR	
Studio Multi-Family Unit	0.4	6		2.4	6		2.4	4.80
2 Bedroom MF Units (1.5 bath)	0.6	58		34.8	30		18.0	52.80
3 Bed MF Units	0.95	0		0			0.0	0
Duplex	0.9	10		9			0.0	8.10
Single Family Homes	1	9		9	34		34.0	43.00
Commercial (5,000 sq.ft.)	2.5		1	3			0.0	2.50
Restaurant (5,000 sq.ft.)	3.5		1	4			0.0	
Nature Center (10,000 sq.ft.) <i>Four toilets, mop sink & drinking fountain</i>	1.0			0		1	1.0	1.00
Total		83	2	61.2	70	1	56.0	113.10

*Notes:

- Dwelling units will be limited to 153 units on Planning Areas 1 through 6. This limit does not include commercial units.
- Presented scenario is a conceptual plan of dwelling unit types. Maximum allowed dwelling units per planning area is clarified in Exhibit A.

OUTDOOR IRRIGATION AND EQR CREDIT ANALYSIS

All outdoor irrigation for Planning Areas 1 through 6 will be from onsite raw water sourced from RMR owned rights in the Wilkinson Ditch, as originally reported in the WWG Memo. Conceptual plans for Planning Areas 1 & 2 have approximately 2.51 acres of irrigation, consisting of a 1.31-acre park and 1.20 acres of landscaping. Conceptual plans for Planning Areas 3 through 6 have at least 2.19 acres of landscaping irrigation, all by non-potable water supplies. The proposed total EQR Credits from non-potable irrigation does not exceed the 25% credit maximum identified in the Town's EQR Schedule.

Table 2. RMR Conceptual Scenario for Non-Potable Irrigation Credits

Dwelling Type	EQR Credit per 2,500 sq.ft.	Planning Areas 1 & 2	Planning Areas 3-6	Total EQR
		Acres	Acres	
Irrigated Parks	no credit	1.31	0	0
Irrigated Landscaping	0.25	1.20	2.19	14.76
Total		2.51	2.19	14.76

Notes:

- Based on Town's EQR Schedule which states, "0.25 EQR per 2,500 sq.ft. permanently irrigated landscaped area, not to exceed 25% of total EQR".
- No credit is received from the non-potable park irrigation.

REQUIRED WATER DEDICATION

RMR conceptual scenario presented herein identifies a proposed development of 113.10 EQRs (Table 1) and non-potable irrigation credits of 14.76 EQRs (Table 2) for a difference of 98.34 EQRs required for dedication to the Town. The Town code states a

water rights dedication ratio of 0.95 acre-feet (AF) per EQR. Therefore, a total of 93.42 AF is required to be dedicated to the Town for potable water serve of Planning Areas 1 through 6.

Wilkinson Ditch rights will serve the raw water landscape and park irrigation of 4.70 acres on Planning Areas 1 through 6. Case No. 84CW659 identified landscaping irrigation demand at 1.73 AF per acre for a dedication of 8.13 AF will be dedicated to the Town for raw water irrigation at Planning Areas 1 through 6.

A total dedication of 101.55 AF of senior water rights is required for the annexation and development of Planning Areas 1 through 6 as described herein.

WATER RIGHT OWNERSHIP FOR DEDICATION

As detailed in the WWG Memo, RMR currently owns 340.12 AF of the quantified consumptive use in the Warren Ditch and 33.30 AF in the Wilkinson Ditch¹. The WWG Memo also calculated 14.90 AF of additional historical consumptive use credits owned by RMR associated with the dry-up of the Nogal Parcel under Planning Areas 1 & 2.

To meet the Town's required potable and raw water service dedication requirement, RMR will dedicate all 48.20 AF in the Wilkinson Ditch and the remaining 45.65 AF out of the Warren Ditch. Warren Ditch historically irrigated approximately 9.83 acres within Planning Areas 1 through 6 providing approximately 17.01 AF. The remaining 36.34 AF (21.01 acres) of dedication will come from previously quantified historical use credits from lands removed from irrigation on an adjacent parcel, most likely at a parcel conveyed by RMR to the Eagle County School District RE-50 where RMR retained ownership of the associated water rights.

SUMMARY

The maximum requested dwelling units for RMR in Planning Areas 1 through 6 is 153 units (not including commercial units). Under the presented scenario, 113.10 EQRs are needed to serve the potable residential and commercial water needs. Non-potable irrigation of 3.39 acres for landscaping will provide a 14.76 EQR credit. Therefore, the difference of 98.34 EQRs are required to be dedicated to the Town, with a water rights dedication requirement of 93.42 AF. RMR will dedicate 93.42 AF of their ownership in the Wilkinson Ditch and Warren Ditch to meet the potable water service dedication requirement. RMR will also dedicate 4.70 acres (8.13 AF) of landscape and park irrigation under the Wilkinson Ditch senior rights on Planning Areas 1 through 6.

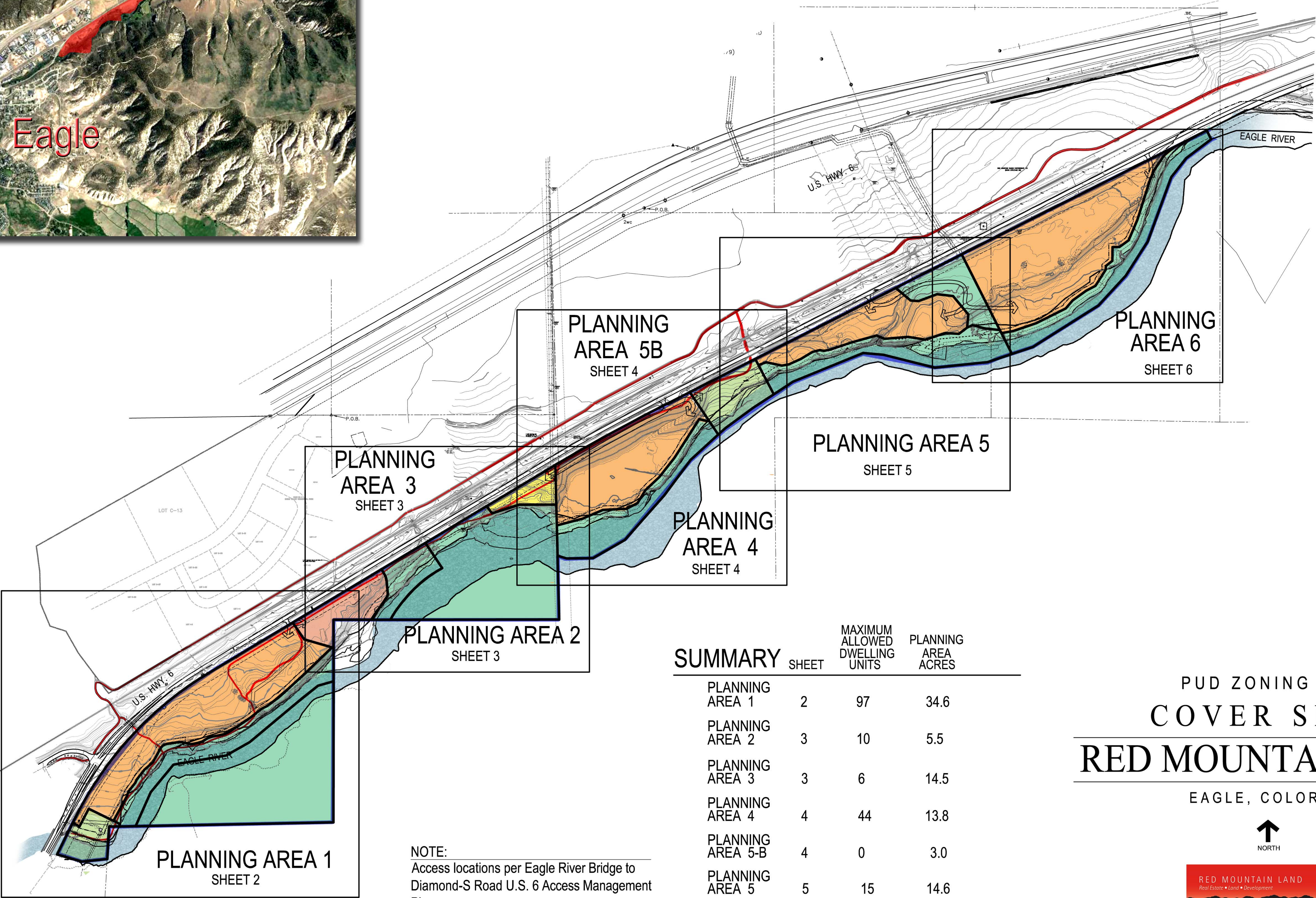
A total dedication of 101.55 AF of previously quantified historical use credits from senior water rights is required for the annexation and development of Planning Areas 1 through 6 as described herein. RMR will dedicate the appropriate amount of water rights as outlined in this memo upon annexation approval by the Town.

Exhibits:

A – PUD Zoning Plan 2019-05-20

\\sgmfile1\projects\2019\2019-107-RedMtnRanch\001\E-Reports\SGM\SGM-Memo-RMREQRAssessmentParcels1-6_20190522-Final.doc

¹ Water Court Case Nos. 84CW659 and 84CW310



NOTE:
Access locations per Eagle River Bridge to
Diamond-S Road U.S. 6 Access Management
Plan.
Area measurements may vary by actual field
survey at Development Permit.

SUMMARY		MAXIMUM ALLOWED DWELLING UNITS	PLANNING AREA ACRES
PLANNING AREA	SHEET		
PLANNING AREA 1	2	97	34.6
PLANNING AREA 2	3	10	5.5
PLANNING AREA 3	3	6	14.5
PLANNING AREA 4	4	44	13.8
PLANNING AREA 5-B	4	0	3.0
PLANNING AREA 5	5	15	14.6
PLANNING AREA 6	6	25	20.0
TOTALS		*	106.0

*TOTAL D.U. NOT TO EXCEED 153

PUD ZONING PLAN
COVER SHEET
RED MOUNTAIN RANCH

EAGLE, COLORADO



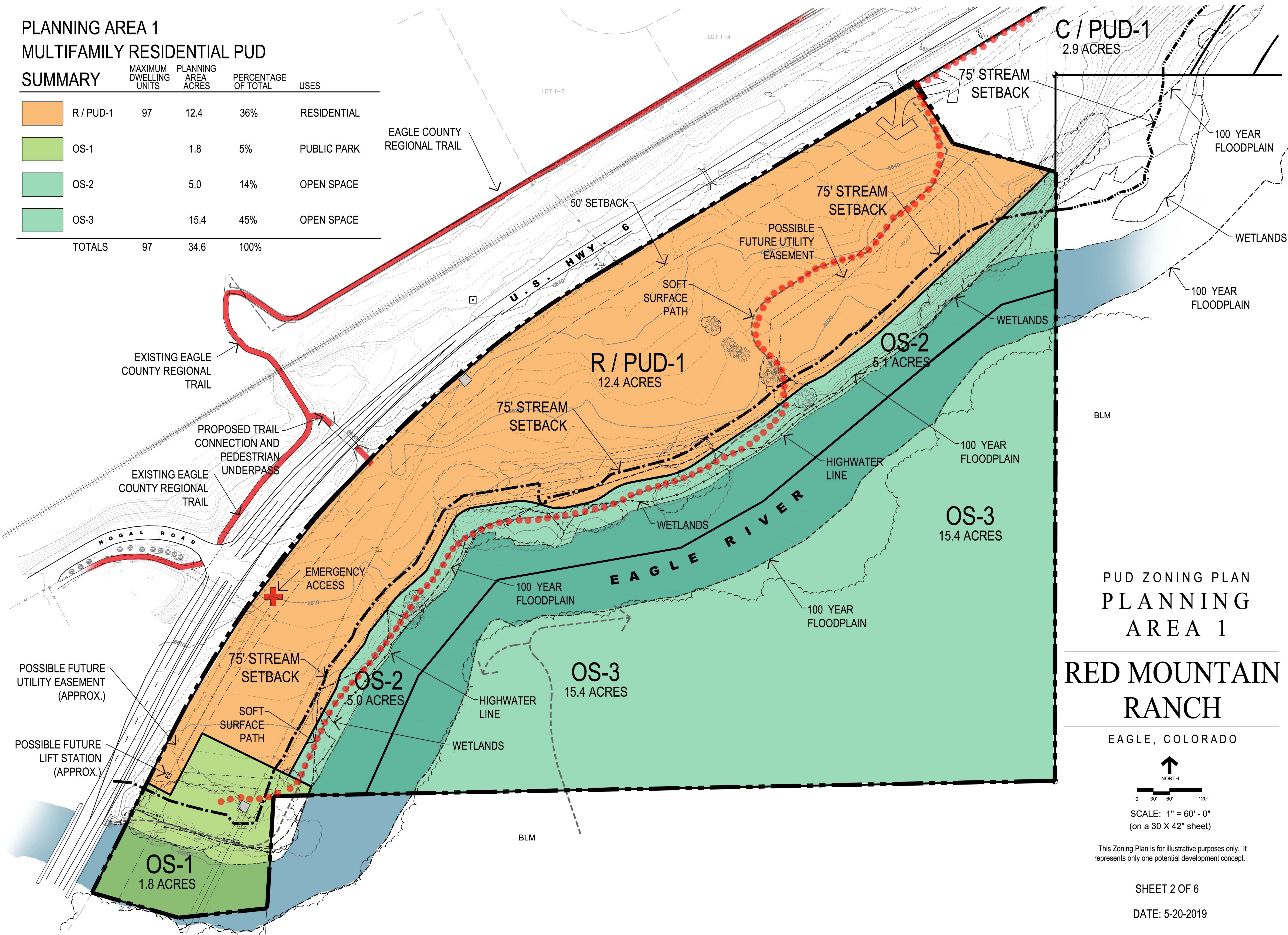
This Zoning Plan is for illustrative purposes only. It
represents only one potential development concept.

SHEET 1 OF 6

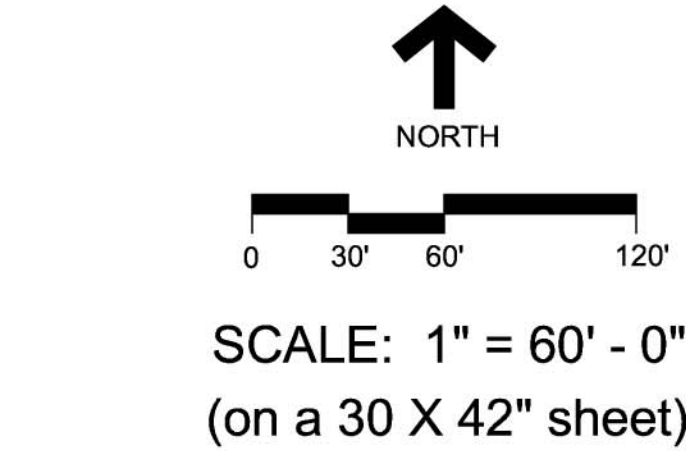
DATE: 5-20-2019

PLANNING AREA 1
MULTIFAMILY RESIDENTIAL PUD

SUMMARY		MAXIMUM DWELLING UNITS	PLANNING AREA ACRES	PERCENTAGE OF TOTAL	USES
	R / PUD-1	97	12.4	36%	RESIDENTIAL
	OS-1		1.8	5%	PUBLIC PARK
	OS-2		5.0	14%	OPEN SPACE
	OS-3		15.4	45%	OPEN SPACE
TOTALS		97	34.6	100%	



PUD ZONING PLAN
PLANNING
AREA 1
RED MOUNTAIN
RANCH
EAGLE, COLORADO



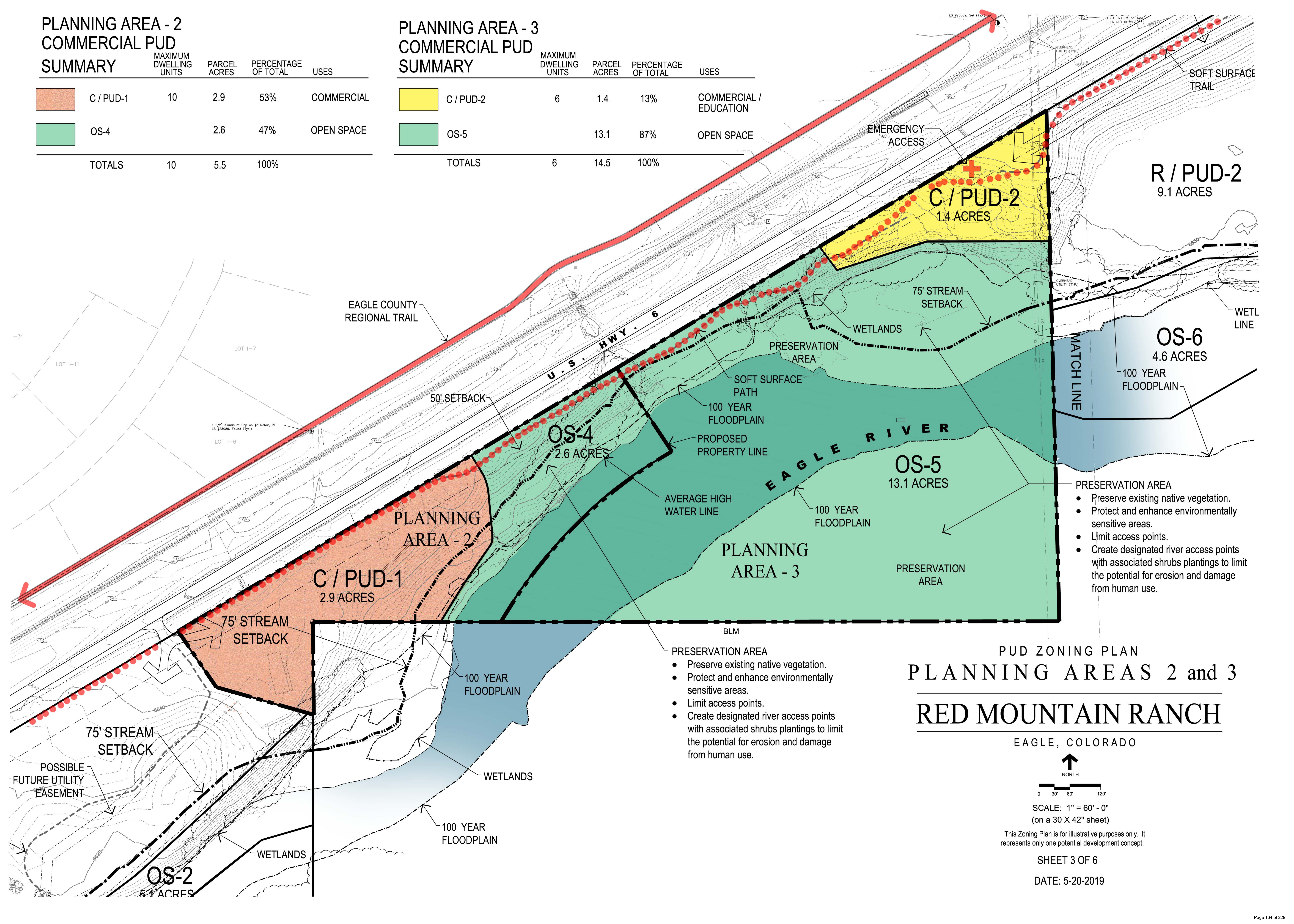
This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

PLANNING AREA - 2
COMMERCIAL PUD
SUMMARY

	MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
C / PUD-1	10	2.9	53%	COMMERCIAL
OS-4		2.6	47%	OPEN SPACE
TOTALS	10	5.5	100%	

PLANNING AREA - 3
COMMERCIAL PUD
SUMMARY

	MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
C / PUD-2	6	1.4	13%	COMMERCIAL / EDUCATION
OS-5		13.1	87%	OPEN SPACE
TOTALS	6	14.5	100%	

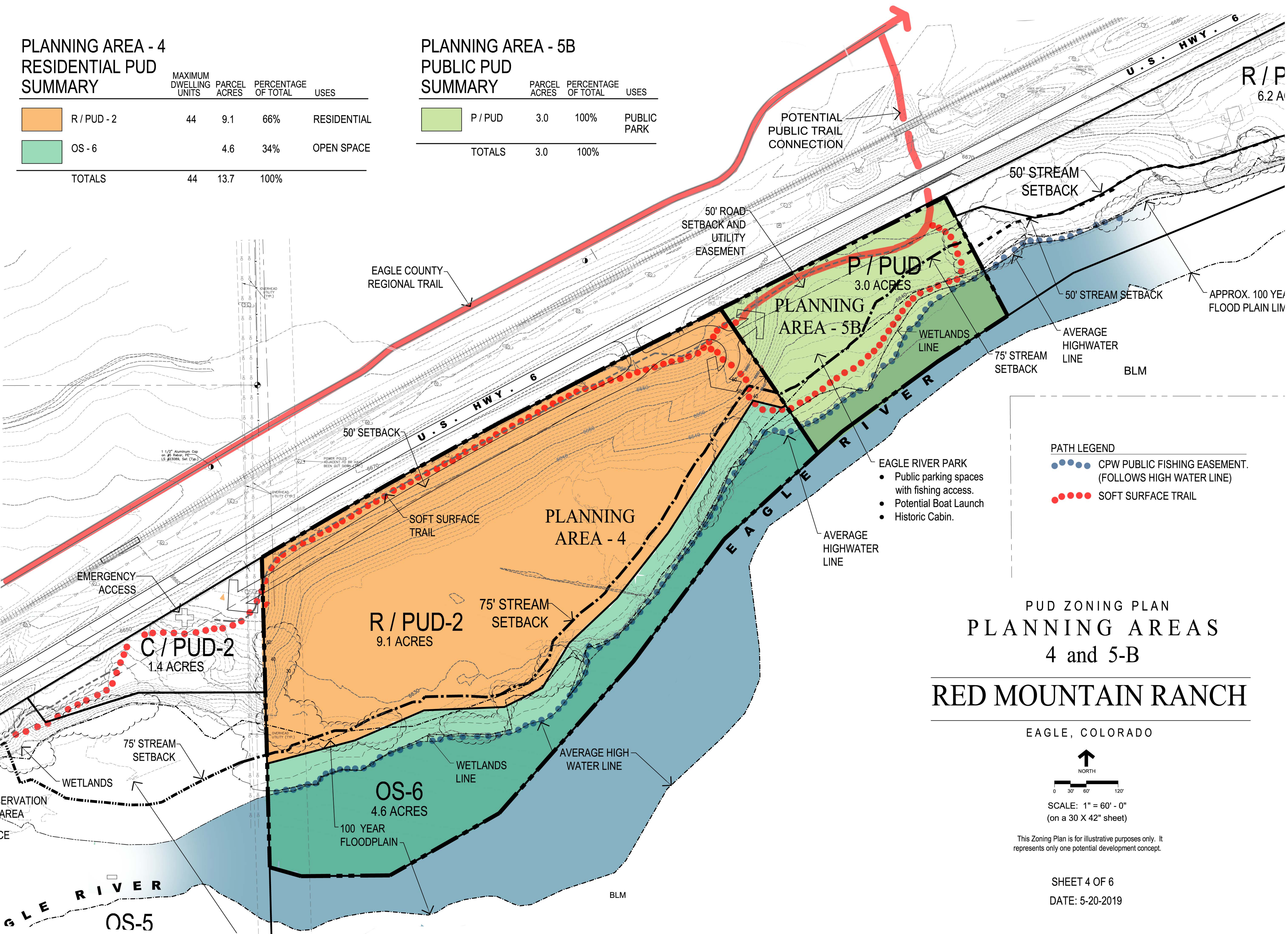


PLANNING AREA - 4
RESIDENTIAL PUD
SUMMARY

		MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	R / PUD - 2	44	9.1	66%	RESIDENTIAL
	OS - 6		4.6	34%	OPEN SPACE
TOTALS		44	13.7	100%	

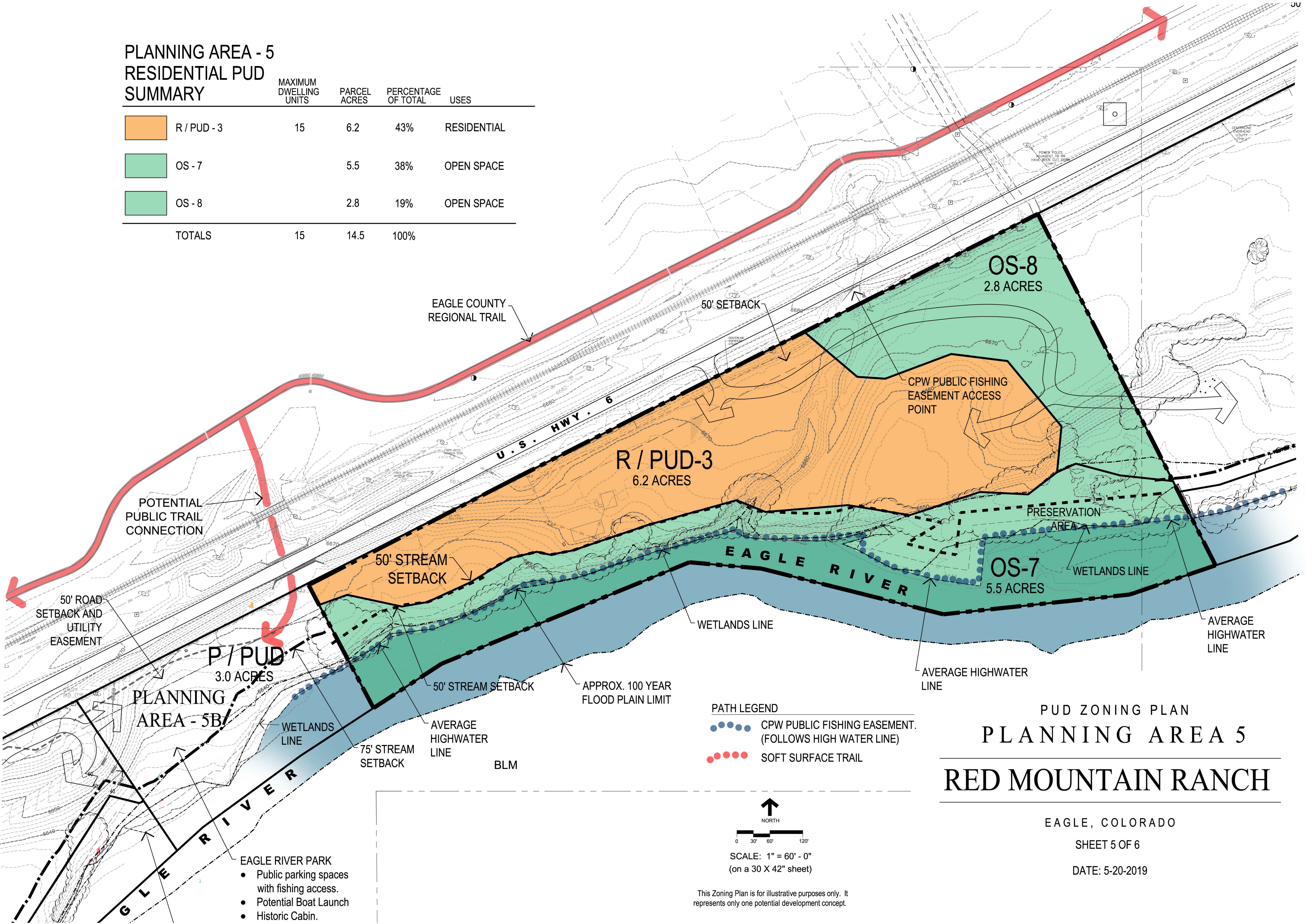
PLANNING AREA - 5B
PUBLIC PUD
SUMMARY

		PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	P / PUD	3.0	100%	PUBLIC PARK
TOTALS		3.0	100%	



PLANNING AREA - 5
RESIDENTIAL PUD
SUMMARY

		MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	R / PUD - 3	15	6.2	43%	RESIDENTIAL
	OS - 7		5.5	38%	OPEN SPACE
	OS - 8		2.8	19%	OPEN SPACE
TOTALS		15	14.5	100%	



PATH LEGEND

- CPW PUBLIC FISHING EASEMENT. (FOLLOWS HIGH WATER LINE)
- SOFT SURFACE TRAIL

NORTH

SCALE: 1" = 60' - 0"
(on a 30 X 42" sheet)

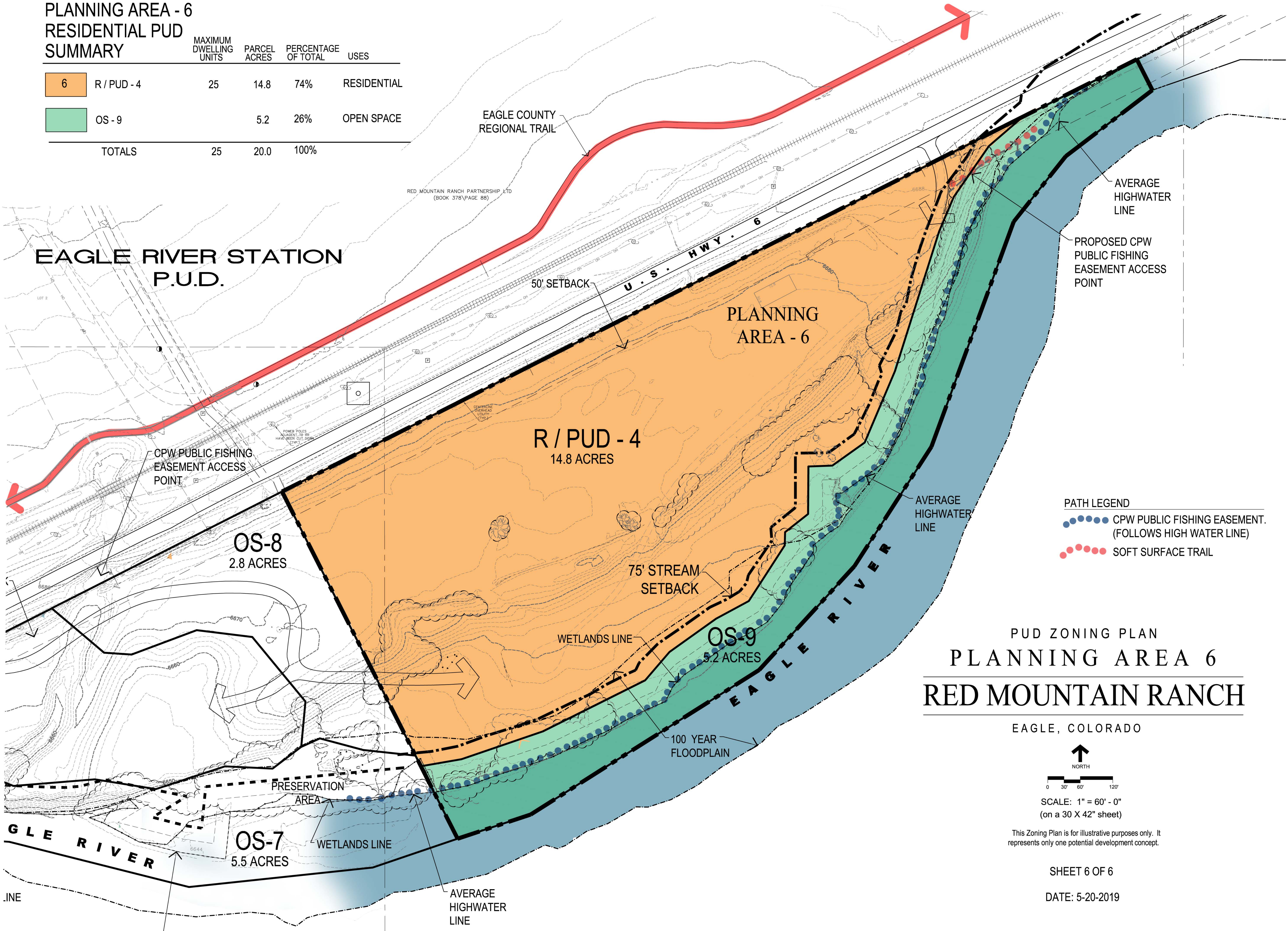
This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

PUD ZONING PLAN
PLANNING AREA 5
RED MOUNTAIN RANCH

EAGLE, COLORADO
SHEET 5 OF 6
DATE: 5-20-2019

PLANNING AREA - 6
RESIDENTIAL PUD
SUMMARY

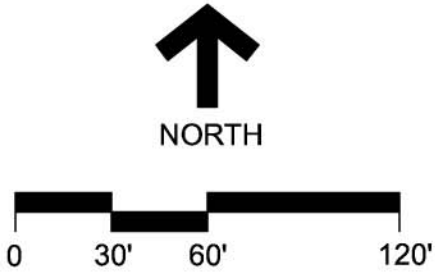
		MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
6	R / PUD - 4	25	14.8	74%	RESIDENTIAL
	OS - 9		5.2	26%	OPEN SPACE
TOTALS		25	20.0	100%	



- PATH LEGEND
- CPW PUBLIC FISHING EASEMENT. (FOLLOWS HIGH WATER LINE)
 - SOFT SURFACE TRAIL

PUD ZONING PLAN
PLANNING AREA 6
RED MOUNTAIN RANCH

EAGLE, COLORADO



SCALE: 1" = 60' - 0"
(on a 30 X 42" sheet)

This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

SHEET 6 OF 6

DATE: 5-20-2019



Date: June 5, 2019
Re: Public Comment Summary Analysis for the Red Mountain Ranch
From: Jessica Lake, Planning Technician

To date, staff has received 3 public comment letters. The concerns identified by the public include:

- Wildlife corridor preservation.
- Maintaining quality of life.
- Increased traffic, including the regional impacts and the lack of coordination between jurisdictions.
- The lack of available incentives to encourage nonresidential development to support the provision of affordable housing.

Public support was shown for:

- The provision of affordable housing.

List of Public Comments:

1. Letter from Egan dated 3/26.
2. Letter from Mick Daly / Clark Anderson 5.29.19
3. Letter from Rosenthal Townsend / Scott Miller article dated 3/12.

From: [Carrie McCool](#)
To: [Jessica Lake](#)
Cc: [Dawn Koenig](#)
Subject: FW: Oooooops, from Annie again
Date: Friday, April 5, 2019 11:15:32 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Last one....

Carrie McCool

Interim Town Planner

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9651, Mobile: 303.378.4540, Fax: 970-328-9656

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



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

From: Anne McKibbin <anne.mckibbin@townofeagle.org>
Date: Tuesday, March 26, 2019 at 10:47 AM
To: Carrie McCool <carrie.mccool@townofeagle.org>, Colton Berck <colton.berck@townofeagle.org>
Cc: Andy Jessen <andy.jessen@townofeagle.org>, Brandy Reitter <brandy.reitter@townofeagle.org>, Jenny Rakow <jenny.rakow@townofeagle.org>, Kevin Brubeck <kevin.brubeck@townofeagle.org>, Matt Solomon <matt.solomon@townofeagle.org>, Pappy Kerst <pappy.kerst@townofeagle.org>, Paul Witt <paul.witt@townofeagle.org>, Scott Turnipseed <scott.turnipseed@townofeagle.org>
Subject: FW: Oooooops, from Annie again

A follow-up from Annie Egan for the record for Red Mountain Ranch, Haymeadow, and Hockett Gulch.

I added Colton to list, as this is also sort of getting into bigger picture Community Plan and Code comments.

Anne McKibbin

Mayor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

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

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



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

From: Ann Egan <anniesue@centurytel.net>

Sent: Tuesday, March 26, 2019 10:40 AM

To: Anne McKibbin <anne.mckibbin@townofeagle.org>; Kevin Brubeck <kevin.brubeck@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Paul Witt <paul.witt@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>

Cc: All Trustees <alltrustees@townofeagle.org>

Subject: Oooooops, from Annie again

A couple of other things.

I think it would be helpful to figuring out how large our town can manage, if Eagle and Gypsum did a more comprehensive, independent traffic study then just counting the trip numbers.

Idea: see if the developers can get some of the valley's larger businesses (VR, East West, etc) to buy a quantity of the "affordable" units at a slightly reduced price for a lump sum for purchasing all of them at once!

Annie

From: Ann Egan <anniesue@centurytel.net>

Sent: Tuesday, March 26, 2019 9:28 AM

To: 'anne.mckibbin@townofeagle.org' <anne.mckibbin@townofeagle.org>; 'kevin.brubeck@townofeagle.org' <kevin.brubeck@townofeagle.org>; 'pappy.kerst@townofeagle.org' <pappy.kerst@townofeagle.org>; 'matt.solomon@townofeagle.org' <matt.solomon@townofeagle.org>; 'paul.witt@townofeagle.org' <paul.witt@townofeagle.org>; 'scott.turnipseed@townofeagle.org' <scott.turnipseed@townofeagle.org>; 'andy.jessen@townofeagle.org' <andy.jessen@townofeagle.org>

Cc: 'alltrustees' <alltrustees@townofeagle.org>

Subject: Red Mt. Ranch

I want to start out by saying, I am NOT AGAINST DEVELOPMENT. At this point in our towns progress, that would be stupid. What I am about is maintaining QUALITY OF LIFE. Also, as it states in all the home rule information, I too find it important to preserve "Eagle's Character." In doing that, we can also consult the Eagle Area Community Plan (EACP.) in the section on "Vision." The Vision states, "Eagle will continue to be a high quality livable community." That

is why my biggest fear in developments, both approved and not approved, is **traffic**. What this boils down to is the numbers in some of the developments. At RMR (Red Mt. Ranch) the number of 97 units in the first planning area is way too large. At Hockett Gulch, the number of 500 units is way too large. The town board needs to start thinking about the existing towns people and their quality of life, **not** what the developer says, they need to make it work. If you want to maintain **“a high quality, livable community,”** you’ve got to make some tough decisions on the numbers and keep the traffic “livable!”

Traffic: No matter how many roundabouts you put in, no matter how many new bypasses, and interchanges you put in **we cannot expand our roundabouts** to deal with all the ensuing traffic generated from 2,100 more units in Eagle PLUS 400 more units to be built at Buckhorn Valley and 581 units going in at Sienna Lake behind Costco **AND** all the airport traffic. Coming right off of the towns website regarding Hockett Gulch alone, it states, “The site is anticipated to generate a total of 5,190vpd (vehicles per day)!” This is during the week.

Affordable Housing: I acknowledge the fact that the whole valley needs affordable house, **but** Eagle cannot carry the brunt of all that housing because we do not have the roads to warrant that. The Eagle County Housing Needs Assessment prepared in 2018 recognizes a significant housing problem in Eagle County, identifying a need of 2,780 housing units in 2018 and projecting a total of 7,970 housing units needed by 2030. The problem is when “affordable housing is built, the price point for sale (and rentals) **is usually not affordable, really.** The costs to the town for infrastructure and maintaining roads etc will be monumental, too! It is a well-known fact, **residential development does not pay its own way** – the town of Eagle will.

I have talked with many people throughout the community regarding my concerns with the exponential increase in traffic that would result from all the development projects that are in progress and that are before P & Z and the TB. Everyone is very concerned that too much development is going to be approved and that traffic is going to greatly impact the quality of life here in Eagle. I understand there is a new independent traffic study that was just recently brought to the town and has not yet been reviewed. I would request that the P & Z AND especially, the town board, not approve any more development projects until your engineers have had plenty of time to review the recent traffic study.

Please, think about the citizens of Eagle!

Annie Egan



Anne McKibbin <anne@metcalfarchaeology.com>

Affordable Housing as a key Climate Action Strategy and the power of Strong Advocacy

1 message

Mick Daly <mick@dalys.com>

Wed, May 29, 2019 at 12:00 PM

To: Anne McKibbin <anne@metcalfarchaeology.com>, Andy Jessen <andy.jessen@townofeagle.org>, Scott Turnipseed <scott@sstaia.com>, Pappy Kerst <mikelkerst@yahoo.com>, Kevin Brubeck <kevin.brubeck@edwardjones.com>, Matt Solomon <solomonh2o@gmail.com>, Paul Witt <pwitt@vail.net>

Cc: Brandy Reitter <brandy.reitter@townofeagle.org>, Bill Shrum <bill.shrum@townofeagle.org>

Trustees,

At your next TBoT meeting two major projects will be considered: Red Mountain Ranch and Reserve at Hockett Gulch.

These are very different projects, but both are important for our future, contributing to the HEALTHY, purposeful growth of our town.

My support is already on record; I hope I don't need to repeat myself. However, as you work through the issues surrounding these and come to a final vote, I ask you to consider Clark Anderson's thoughtful article: <https://communitybuilders.org/what-we-think/blog/want-to-advocate-for-climate-action-on-earth-day-get-yimby-for-affordable-h>

Clark is known and respected in Eagle for his contribution to our River Corridor Master Plan and other work. Please consider these keys points from Clark:

"Anything that makes it harder to build affordable workforce housing near jobs is likely a net negative when it comes to tackling climate change. When a community lacks housing that its workforce can afford, those folks move to places they *can* afford and they commute to work. This results in more and longer car trips, which means more climate changing emissions." In our case, we also have too few people living AND working in Eagle.

"It's important to advocate for quality development in our communities. Sometimes that means opposing projects that are not a good fit (wrong place, poor design, inherently unaffordable), but it also means being *in support* of good projects. That type of support is pretty rare, while opposition—even to really good projects—is increasingly just a part of the process. The power of that opposition is immense. In addition to quashing individual development proposals, it stifles the political will needed to create policies that encourage good projects in good places."

Healthy growth in Eagle will consistently be supported by strong advocacy. Know that we support these 'good projects in good places' in our great town. I will see you on the 11th.

Regards,

Mick | www.eaglechamber.co
(970) 948-5950



Date: Apr, 22 2019

Want to Advocate for Climate Action on Earth Day? Get YIMBY for Affordable Housing!

By Clark Anderson

For reasons I can't completely explain, even to myself, I like to read the opinion pages in local newspapers. Last week, a letter in our local paper called for regulations requiring all new residential development to have [solar panels](#) as a means of addressing climate change.

The author referred to recently completed teacher housing as an example of a missed opportunity to slap some solar onto a new residential project. They went on to suggest that concerns about cost implications of requiring solar on affordable housing were unfounded. To the writer, it boiled down to a basic tension between "a desire to add housing and a desire to be climate conscious."

Ok, let's take a look at this. Those issues—climate change and housing affordability—are connected. However, it's not the case that solving one comes at the expense of the other. In fact, it's just the opposite: addressing housing affordability is a critical—though generally overlooked—strategy for combatting climate change.

Before we dive into why, let me say this: I support solar. It's important and we need more of it. Heck, I've got it on my own house. Solar, good. Also, it's good to see citizens demand action on climate change. This is needed.

Ok, with that said, real progress combatting climate change relies on a clear-eyed view of the problem and potential solutions. Being a climate advocate is about more than just rooting for solar and EVs. We need systemic approaches that are mutually supportive. If a strategy helps in one arena (say, expanding renewables), but hurts in another (making people drive more), then we're treading water.

[Case](#) in point: anything that makes it harder to build affordable workforce housing near jobs is likely a net negative when it comes to tackling climate change. Yeah, I know, most people don't think of building affordable housing as a climate change strategy. It is. Here's why.

When a community lacks housing that its workforce can afford, those folks move to places they *can* afford and they commute to work. This results in more and longer car trips, which means more climate changing emissions. Those emissions—often called greenhouse gasses or GHGs—are what we need to make less of.

This should be a red flag for anyone concerned with climate change. Nationally, the transportation sector accounts for around a third of climate changing GHG emissions and has overtaken power generation as the largest and fastest growing source of emissions.

While cleaner fuels and more efficient vehicles are helping, those gains are not keeping pace with growth in vehicle miles traveled (VMT), which is a wonky measure of how much and how far we drive. [To tackle climate change, we have to bring down VMT.](#) That's hard to do in places where a lack of housing near job centers forces more and more people to drive farther and farther.



© Jonathan Rose Companies LLC, with support from US EPA, Revised March 2011

To get control of burgeoning emissions from the transportation sector, we need to drive less. That means designing neighborhoods and communities that make it easier for people to walk, bike, use transit, and drive less (fewer and shorter trips). To do that, we can do three things.

First, we can encourage more housing that is affordable to the local workforce within and around job centers. Yes, that means new workforce housing—and of a higher density—in areas that are likely to be more affluent. And yes, this is politically difficult. We'll come back that.

Second, we need to make it easier to build walkable neighborhoods in centrally-located areas. In addition to offering convenience and sense of place, these neighborhoods make it easier to walk or bike, and car trips tend to be fewer and shorter, which means people who live in these areas drive less.

Third, we need to invest in great streets and quality transit systems that connect neighborhoods, communities and regions. These feed off each other: if we build walkable neighborhoods with diverse housing around transit hubs, both the transit system and the neighborhood work better.

The good news? When we do these things, we not only expand housing affordability, but we offer people more and easier ways to get around. We build healthy neighborhoods and authentic downtowns. We build stronger communities and economies. And yes, we meaningfully reduce climate emissions and also minimize impacts on our land and water.

Here's more good news: the types of communities and neighborhoods we need to build are what more and more people want. Demand for living in centrally located, walkable neighborhoods—places that offer convenience, sense of community, and access to daily needs—has been on the rise for well over a decade. The problem is that most markets lack the housing needed to meet that demand.

So that's the good news, now here's the bad news.

The politics around this are intense. The reason we don't build housing that working families need near their [jobs](#) is not because it's technically or financially infeasible, or that those families don't want to live there. It's due to opposition from people who already live in those areas.

I get it. It's hard to see our communities change. But here's the reality—the American West is, and has been, one of the fastest growing parts of the nation for some time. That growth is going to continue. All of us who care about how our communities grow must get real about that. Pretending that not growing is an option encourages status-quo growth in bad locations and makes it harder to build good projects that make our communities more sustainable and affordable.

Let's get back to the letter, which suggested that new teacher housing, sans solar, was part of the problem. In this valley, 26,000 people, or over half of the employed population (around 50,000 people), commute daily between the community they live in and the one where they work. And for many, it's not a short trip. The lack of workforce housing creates an enormous commuter-shed extending from Aspen to Parachute, an 83-mile commute (one way).

That's a lot of people driving a long way. Housing affordability—the lack of it—is the primary driver of these commuting patterns.

These [numbers](#) pale in comparison to larger metros that struggle with the same dynamics. In some of the higher cost markets, average commute times of an hour are normal, and hundreds of thousands commute well over two hours between work and places they can afford to live.

The impacts on carbon emissions can't be overstated. Anyone who truly cares about addressing climate change needs to understand that we can't tackle transportation—the largest and fastest growing source of emissions—without addressing housing affordability.

Solar and other green additions are important too, but if we're just adding those things to otherwise unsustainable patterns of development, it's not really "green." Moreover, those types of additions really do impact the financial feasibility of building more affordable homes. We should encourage greener homes and buildings, but not at the expense of creating affordable housing in good locations.

It's important to advocate for quality development in our communities. Sometimes that means opposing projects that are not a good fit (wrong place, poor design, inherently unaffordable), but it also means being *in support* of good projects. That type of support is pretty rare, while opposition—even to really good projects—is increasingly just a part of the process.

The power of that opposition is immense. In addition to quashing individual development proposals, it stifles the political will needed to create policies that encourage good projects in good places.

So, for anyone who is interested in the impacts of local development on the environment, it's as simple as this: unchecked NIMBYISM is not only making our communities less affordable and less equitable, it's driving up climate emissions and hurting the environment.

If we want to encourage environmentally sustainable development, we should advocate for affordable housing near job centers, creating walkable neighborhoods within our communities, and connecting those with modern multi-modal transportation systems. Write letters. Attend meetings. Advocate.

This Earth Day, if you want to [take action](#) on climate change, get YIMBY—"Yes, In My Back Yard"—for action on housing in your community, because solving the climate crisis relies on solving the affordability crisis.

From: [Anne McKibbin](#)
To: [Morgan Landers](#)
Cc: [Andy Jessen](#); [Brandy Reitter](#); [Jenny Rakow](#); [Kevin Brubeck](#); [Matt Solomon](#); [Pappy Kerst](#); [Paul Witt](#); [Scott Turnipseed](#)
Subject: FW: Can Vail-area elk herds ever recover? Wildlife managers talk decline | VailDaily.com
Date: Tuesday, March 12, 2019 5:15:39 PM

For the record... Note this is in re: Haymeadow and Red Mtn Ranch, not Hockett Gulch.

Anne McKibbin
Mayor
TOWN OF EAGLE
200 Broadway, PO Box 609, Eagle Co 81631
Phone: 970-328-6354, Fax: 970-328-5203
CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:

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

-----Original Message-----

From: Jan R. Townsend <vailskr@aol.com>
Sent: Tuesday, March 12, 2019 4:43 PM
To: All Trustees <alltrustees@townofeagle.org>
Subject: Can Vail-area elk herds ever recover? Wildlife managers talk decline | VailDaily.com

Please enter into public record for Haymeadow and Red Mountain Ranch.

Thank you.

Jan Rosenthal Townsend
0531 Green Mountain Drive
Eagle, Co 81631

>
>
> <https://www.vaildaily.com/news/can-vail-area-elk-herds-ever-recover-wildlife-managers-talk-decline/>
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Can Vail-area elk herds ever recover? Wildlife managers talk decline

News | March 7, 2019



[Scott Miller](#)

smiller@vaildaily.com



Much of the decline in area elk populations has come in the past 20 years or so.
Rick Spitzer | Special to the Daily |

By the numbers 3,500: [Elk counted from Vail Pass to Wolcott](#) in 2002 1,200: Animals spotted in the same area in 2016 10: Cow elk rifle season hunting licenses issued in the Vail area in 2018 100 percent: Increase in trail use around Vail since 2009.

VAIL — Hunting is meant to control elk herds. Less hunting is supposed to help herds grow. So far, that isn't happening.

During a Wednesday evening wildlife forum in Vail, the area's current and former wildlife managers talked about the decline in local elk herds, and what might be done about it.

Devin Duval is the Vail-area wildlife manager for Colorado Parks and Wildlife. In a phone conversation the day after the forum, Duval said the elk population decline has come in an area essentially in the Eagle River and Roaring Fork River drainages.

Bill Andree, the recently-retired Colorado Parks and Wildlife manager for the Vail area, said that decline has been steep. In a phone conversation after the forum, Andree said it used to be that nearly 1,000 hunting licenses per year were issued for the game management units around Vail and the Eagle River Valley. That doesn't mean that many animals were taken — "it wasn't even 30 percent," Andree said.

Cutting back on hunting licenses

As the herds declined, fewer hunting licenses were issued. For the 2018 season, only 10 licenses were issued for cow elk in the local management units for all rifle hunting seasons. Another 10 were issued for muzzle-loader seasons.

Hunters are also prohibited from holding multiple licenses.

Andree noted that no either-sex or cow licenses were issued for the late-summer archery season.

As of yet, those hunting license cutbacks haven't had much effect on herd sizes. Less hunting of cow elk, in theory, should produce more calves.

"When you cut licenses, you ought to see an increase," Andree said. "It's not happening."

Andree, who served nearly 40 years as the wildlife manager for the Vail area, said what might help herds recover is public policy.

"It's a public decision," Andree said. "If the public decides wildlife is a priority, elected officials will have to start making tough decisions and saying 'no.'"

"Decisions made by the U.S. Forest Service to cut visitation to Maroon Bells and Hanging Lake are examples of saying 'no,'" Andree added.

Public education working

On the other hand, public education seems to be having some effect.

At the inaugural wildlife forum in Vail in 2018, video evidence was presented of more than 200 people in just 10 days violating a seasonal closure on Vail's North Trail.

Vail Environmental Sustainability manager Kristen Bertuglia said a season of education has cut down on the number of closure violations this winter, with only 44 observed violations in just two months.

Following the 2018 forum, Bertuglia said she's seen something of a culture shift.

"You can't just blow off a trail closure," she said.

Still, there's been a dramatic increase in backcountry use in the past decade. Bertuglia noted that trail use in the Vail area has doubled since 2009. There's 30 percent more overnight use in the same period.

"Those numbers are staggering, and there are real issues that come with that," Bertuglia said.

Vail Town Council member Kim Langmaid said working to stabilize or reverse the decline in herds is something that requires action.

"We're at a tipping point right now," Langmaid said. "We need to act immediately."

Langmaid said that action could include education and having "some restraint" in recreation and development.

"The people in this community can get a lot done if they put their minds to it," Langmaid said. "Right now... wildlife really needs our help."

Vail Daily Business Editor Scott Miller can be reached at smiller@vaildaily.com or 970-748-2930.



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

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

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

TRUSTEES PRESENT

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

STAFF

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

1. Moment of Silence for Eric Hill

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

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

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

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

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

PRESENTATIONS - 35 Minutes

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

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

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

Public Comment: Melanie Richmond stated her support of project.

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

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

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

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

TOWN MANAGER AND DEPARTMENT UPDATE - 20 Minutes

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

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

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

2. Eagle River Park, NV5

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

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

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

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

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

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

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

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

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

PUBLIC HEARING - Quasi Judicial Hearing - 90 Minutes

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

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

1. **Applicant:** Mervyn Lapin and Red Mountain Ranch Partnership, LLP

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

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

Staff Contact: Carrie McCool, Interim Planner

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

OPEN PUBLIC HEARING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OLD BUSINESS - 20 Minutes

Mayor McKibbin called a 10-minute break.

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

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

Mayor McKibbin opened Public Comment.

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

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

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

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

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

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

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

2. Town of Eagle Check and Electronic Transfer Signing Authority, Jill Kane Finance Director
Jill Kane presented this item. There were no board comments.

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

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

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

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

NEW BUSINESS - 60 Minutes

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

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

BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 15 Minutes

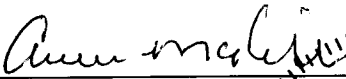
1. VVP Economic Development Council Meeting, March 21, 2019

ADJOURN - 10:00 p.m.

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

Approved:

Date:



Anne McKibbin , Mayor



Jenny Rakow, CMC Town Clerk





To: Mayor and Town Board of Trustees

From: Bryon McGinnis, Public Works Director

Date: June 11, 2019

Agenda Item: Resolution No. 30, "A Resolution of the Board of Trustees of the Town of Eagle, Colorado Approving a Construction Contract with Horizon Roofing, Inc. for the Replacement of the Waste Water Treatment Plant Roof"

REQUEST:

Staff is requesting the Board approve a Construction Contract for the Waste Water Treatment Plant Roof Replacement to Horizon Roofing for \$372,845.00.

INTRODUCTION:

The Town's Waste Water Treatment Plant's roof was installed approximately 13-years ago and was damaged recently. The damaged roof needs to be replaced with a new roof to protect one of the Town's biggest assets. The Town investigated the roof through insurance and determined the roof is under partial warranty. The Town has allocated \$410,000 in fiscal year 2019, and insurance will reimburse the Town approximately \$314,443.81.

ANALYSIS:

Town Board approved the Notice of Award to Horizon Roofing on Tuesday May 28th. Staff has worked with Horizon Roofing to finalize the Contract. Staff has also worked with the Town's insurance carrier, CIRSA, to finalize the insurance compensation.

COMMUNITY INPUT:

None

BUDGET / STAFF IMPACT:

Waste Water Enterprise Fund Budget:	\$410,000.00
Horizon Roofing Contract:	\$372,845.00
Insurance Reimbursement:	(\$314,443.81)
Town Cost (Approximate):	\$58,401.19

Impact to staff's time will be reduced after the roof is installed.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #7 Implement Priority Infrastructure Improvements

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve or deny adoption of Resolution No. 30, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO APPROVING A CONSTRUCTION CONTRACT WITH HORIZON ROOFING, INC. FOR THE REPLACEMENT OF THE WASTE WATER TREATMENT PLANT ROOF

ATTACHMENTS:

Construction Contract, Bid, Addendum #1, Performance and Payment Bond, & Insurance

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 30
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO
APPROVING A CONSTRUCTION CONTRACT WITH HORIZON ROOFING, INC. FOR
THE REPLACEMENT OF THE WASTE WATER TREATMENT PLANT ROOF

WHEREAS, the Town experienced a wind event in 2018 that damaged the roof beyond repair at the Waste Water Treatment Plant;

WHEREAS, the Town filed a claim with CIRSA to assist with associated expenses to pay to replace the roof;

WHEREAS, the Town budgeted \$410,000 for the roof replacement in 2019 in anticipation of the project and is fully funded;

WHEREAS, the approximate cost to the Town after the reimbursement from CIRSA is \$58,401.19;

WHEREAS, staff conducted a bidding process this spring and selected Horizon Roofing, Inc. to perform the work;

WHEREAS, the Board of Trustees approved a notice to award a contract with Horizon Roofing, Inc. on May 28; and

WHEREAS, staff is presenting a Construction Contract to the Board with a not to exceed amount of \$372,845.00.

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

Section 1. The Board of Trustees hereby approves the attached Contract and authorizes the Town Manager to execute such Contract for the Waste Water Treatment Plant Roof Replacement.

INTRODUCED, READ, PASSED, AND ADOPTED on June 11, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 4 day of June, 2019 (the "Effective Date"), by and between the Town of Eagle, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and Horizon Roofing Inc., an independent contractor with a principal place of business at 825 Sawatch Road, Eagle Co. 81631 ("Contractor") (each a "Party" and collectively the "Parties").

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

I. SCOPE OF WORK

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 Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before September 6, 2019.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed \$372,845.00 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract 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.

V. 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 licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, 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 Work 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.

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.

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, representatives, 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 Contract, to the extent that such injury, loss or damage is attributable to 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 of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this 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 Contract, the extent of Contractor's obligation to defend, 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 of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age

is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

X. ILLEGAL ALIENS

A. Certification. By entering into this Contract, 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 Contract 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 Contract.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract 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 Contract.

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 Contract 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 Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien who is performing work under this Contract, 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 Contract; 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 Contract; 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 Contract.

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 this Contract.

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 this Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XI. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period 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.

XII. BONDS

Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XIII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of \$250 per day.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIV. MISCELLANEOUS

A. Governing Law and Venue. This Contract 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. Integration. This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. Third Parties. There are no intended third-party beneficiaries to this Contract.

D. Notice. Any notice under this Contract 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 included on the first page of this Contract.

E. Severability. If any provision of this Contract 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.

F. Modification. This Contract may only be modified upon written agreement of the Parties.

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

H. 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 Contract, 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.

I. Rights and Remedies. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract 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.

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 is subject to annual appropriation, 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 Contract as of the Effective Date.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONTRACTOR

By:

Gary F. Jagger

Gary F. Jagger, President

STATE OF COLORADO)

) ss.

COUNTY OF Eagle)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4
day of June, 2019, by Gary F Jagger as President of
Horizon Roofing Inc.

My commission expires: 10/20/20

(S E A L)

Brisa Gutierrez
Notary Public

Brisa Gutierrez
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164040246
MY COMMISSION EXPIRES 10/20/20

**EXHIBIT A
SCOPE OF WORK**

NOTICE OF AWARD

Date: 5/29/19

TO: Horizon Roofing
(BIDDER)

ADDRESS: P.O. Box 1867
Eagle, CO 81631

PROJECT Waste Water Treatment Plant Roof Replacement

CONTRACT FOR Town of Eagle, Colorado

You are notified that your Bid dated 5/14/19 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for

Waste Water Treatment Plant Roof Replacement

The Contract Price of your Contract is \$372,845.00.

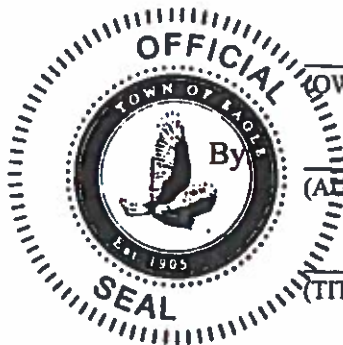
3 copies of each of the proposed Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by 6/13/19.

1. You must deliver to the OWNER 3 fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified General Conditions (paragraph 5.1).
3. (List other conditions precedent)

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.



TOWN OF EAGLE, COLORADO

(OWNER)

By *Ann McMillin*
(AUTHORIZED SIGNATURE)

TOWN OF EAGLE MAYOR

(TITLE)

ACCEPTANCE OF AWARD

HORIZON ROOFING INC.
(CONTRACTOR)

By: *Ann L. Jordan*
(AUTHORIZED SIGNATURE)

PRESIDENT
(TITLE)

6-5-2019
(DATE)

COPY TO ENGINEER

END OF DOCUMENT



Cover Letter

Contractor:

Horizon Roofing, Inc.

P. O. Box 1867

Eagle, CO 81631

970-328-4185

Email: gary@horizon-roofinginc.com

Contact Person: Gary F. Jagger

Addendum No. 1 is acknowledged.

Exclusions: Electrical, CMU/Masonry, plumbing, raising of roof top units, asbestos abatement, mold inspection & remediation, replacement of any structural deck, existing drains to remain.



Project Understanding

Upon contract award Horizon Roofing, Inc. will schedule meeting with Town of Eagle to discuss the following.

*Start date

*Site access for removal of exiting roof and stocking of material for new roof

Horizon Roofing's staffing would include job foreman with 3-5 workers with an anticipated 60-70 hour work week.

Start date of June 24, 2019 with continuous work until completion on or before September 6, 2019.



Statement of Qualifications

Horizon Roofing Inc. is a Commercial/Residential Roofing Contractor located in the Eagle Valley. We are a C Corporation Established in 1994.

Proposed Project Personnel:

Gary F. Jagger - Owner

- *43 years of experience in commercial/residential roofing
- *Knowledge and working experience in E.P.D.M., PVC, TPO Membranes, Built-up Roofing, Modified Roofing, Hot Fluid Applied Systems, Asphalt Shingles, Wood Shingles, Concrete Tile, Metal Roofs, and Synthetic roof systems

Manuel Varela – Supervisor

- *13 years of experience in commercial/residential roofing
- *Knowledge and working experience in E.P.D.M. Membrane, Asphalt Shingles, Wood Shingles, Concrete Tile, Metal Roofs, and Synthetic roof systems

Craig Jagger – Estimator

- *14 years of experience in commercial/residential roofing
- *Knowledge and working experience in E.P.D.M. Membrane, Asphalt Shingles, Wood Shingles, Concrete Tile, Metal Roofs, and Synthetic roof systems

Manuel Mendoza – Foreman

***22 years of experience in commercial/residential roofing**

***Knowledge and working experience in E.P.D.M. Membrane, Asphalt Shingles, Wood Shingles, Concrete Tile, Metal Roofs, and Synthetic roofing systems**

BID SCHEDULE FOR 115 MIL REINFORCED EPDM ROOF SYSTEM
TOWN OF EAGLE: Waste Water Treatment Plant Roof Replacement

Horizon Roofing
P.O. Box 1867
Eagle, Co. 81631

BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	LUMP SUM PRICE OR UNIT PRICE AS INDICATED		TOTAL AMOUNT
				WORDS	FIGURES	
1	Removal and disposal of existing roof	1	LS	Thirty Three Thousand Six Hundred Fifty	\$33,650.00	\$33,650.00
2	Supply and install new 115 mil EPDM FleeceBack roof system per specification	1	LS	(Price in Words)	(Price in Figures)	
				Two Hundred Seventy Two Thousand One Hundred Fifty	\$272,150.00	\$272,150.00
				(Price in Words)	(Price in Figures)	
3	Remove and replace as necessary roof substrate assembly. 30 LB felt over existing OSB and 4" insulation. Include fasteners & adhesives for a complete installation	1,000	FT ²		\$	\$
4	Remove existing roof cap and replace as necessary		LF	(Price in Words)	(Price in Figures)	
				Eighteen Thousand Three Hundred Sixty	\$18,360.00	\$18,360.00
				(Price in Words)	(Price in Figures)	
5	Miscellaneous (per Mandatory Pre-Bid Meeting)	1	LS		\$	\$
				(Price in Words)	(Price in Figures)	
					N/A	N/A

TOTAL PRICE: Three Hundred Twenty Four Thousand One Hundred Sixty (WORDS) \$ 324,160.00 (FIGURES)

Alternate 1	Supply and install new 145 mil EPDM FleeceBack - Per "Add item to increase membrane thickness to 145 MIL EPDM FleeceBack and 30 yr. Warranty"	LS	Thirty Seven Thousand Nine Hundred Fifty (Price in Words)	\$ 37,950.00 (Price in Figures)	\$ 37,950.00
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TOTAL PRICE FOR ALTERNATE #1: Thirty Seven Thousand Nine Hundred Fifty (WORDS) \$ 37,950.00 (FIGURES)

Alternate 2	Performance Bond	LS	Ten Thousand Seven Hundred Thirty Five (Price in Words)	\$ 10,735.00 (Price in Figures)	\$ 10,735.00
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TOTAL PRICE FOR ALTERNATE #2: Ten Thousand Seven Hundred Thirty Five (WORDS) \$ 10,735.00 (FIGURES)

ADDENDUM NO. 1
to the
REQUEST FOR PROPOSALS
for the
TOWN OF EAGLE, COLORADO
WASTE WATER TREATMENT PLANT ROOF REPLACEMENT

TO: ALL MANDATORY PRE-BID MEETING ATTENDEES

DATE: May 10, 2019

The following changes, additions, and/or deletions are hereby made part of the Request for Proposal for the Town of Eagle, Colorado, Waste Water Treatment Plant Roof Replacement.

The bidder shall acknowledge receipt of the Addendum on the Bid Form.

CHANGES TO REQUEST FOR PROPOSALS

Addendum Number	Addendum Item
AD1-1	Sign-in Sheet for the Mandatory Pre-bid meeting is attached for reference.
AD1-2	Q: Can completion date be changed from Friday September 6, 2019? A: No. The completion date must be on or before Friday September 6, 2019.
AD1-3	Q: Does the coping need to be included in the Carlisle Warranty? A: No, shop fabricated metal coping is acceptable. It must meet the metal material performance requirements in the specification and be broken and installed per Carlisle's specification and details.
AD1-4	Q: Does the roof hatch need to be raised? A: The roof hatch will need to be raised to meet an 8" finished flashing height.
AD1-5	Q: Scupper and overflow drain? A: Though you may have a larger sump than normal, Carlisle and the Town of Eagle would prefer to have the insulation sumped to the drain and scupper.

Addendum Number	Addendum Item
AD1-6	Q: Is the small eyebrow roof on the west wall door entry included in the scope? A: Town of eagle would like to have this eyebrow roof included in the bid. Please use the following scope. Metal Deck: - Provide relief cuts in existing membrane. - Mechanically attach ½" SecureShield HD Coverboard - Adhere 60 MIL Bare-back EPDM adhered with Cav-grip adhesive - Replace coping with new 24 ga metal
AD1-7	<u>Below are the answers to concerns with needing to raise flashing heights</u> Q: West wall parapet height? A: The west wall parapet height is acceptable as is. To provide increased clearance, please keep the inside fascia height of the coping to 3".
AD1-8	Q: HVAC Unit on the near northeast corner of roof? A: This unit does not need to be raised. A cricket on the up-hill side of the unit is required to divert water.

END OF ADDENDUM NO. 1

Wastewater Treatment Plant Roof Replacement - Pre-Bid Meeting

NAME	COMPANY	ADDRESS	EMAIL	SIGNATURE
Mike Kimbrough	The Roofing Co	25 Ten Mile Dr 2325 South Junco St Denver CO 80223	Mike.kimbrough@co.com	Mike Kimbrough
Matthew Williams	Horn Brothers Roofing	" "	rooferm@hbw.com	Matthew Williams
Jack Smith	Horn Brothers Roofing	" "	j.smith@hornbrothersroofing.com	Jack Smith
Dave Hofmann	Pacific sheet metal	84 Fremont Rifle Co	Dave@pacificsheetmetal.net	Dave Hofmann
Dwaine Daley	JR & Co	Colorado Springs	cluanedaley@jrusco.com	Dwaine Daley
Carion Braswell	Carlisle Syntec	6901 S Yosemite St Centennial, CO 80120	cbrasil@cs1-west.co	Carion Braswell
Chance Schimel	Contract West Roofing	6914 S 3000 E #202F SLC UT 84121	contractwestroofing@gmail.com	Chance Schimel
GEORGE BOLLINGER	SUPREME ROOFING	1424 UNIVERSITY DR. E 0-124 ENGINEERED 80112	GBOLLINGER@SUPREMEROOFG.COM	George Bollinger
DELAN GALVIN	PROGRESSIVE ROOFING	2701 JACKSON ST DENVER, CO 80210	deklan.galvin@progressiveus.com	DeLan Galvin
Zane Dint	CRW, Inc.	2487 Industrial / bldg. Grand Junction, CO 81505	Zane@crwroofing.com	Zane Dint
Bryan McEwen	Town of Eagle	7060 Eagle Co 91631	Bryan@TownofEagle.org	Bryan McEwen
Chris Shoemaker	Arapahoe Roofing	1501 Arthur Ave Louisville CO	chris@arapahoe Roofing cum	Chris Shoemaker

Tue, 4/30/19 @ 2:00 pm



CERTIFICATE OF LIABILITY INSURANCE

HORI00-01

HANNAH

DATE (MM/DD/YYYY)

5/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CCIG
5660 Greenwood Plaza Blvd.
Suite 500
Greenwood Village, CO 80111

CONTACT NAME: Joe Anderson, CIC, CISR

PHONE (A/C, No, Ext): (720) 212-2029

FAX (A/C, No): (303) 799-0156

E-MAIL ADDRESS: JoeA@thinkccig.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United Specialty Ins. Co.

12537

INSURER B: Westfield Insurance

24112

INSURER C: National Union Fire Ins Co PA

INSURER D: Pinnacol Assurance

41190

INSURER E:

INSURER F:

INSURED

Horizon Roofing Inc.
PO Box 1867
Eagle, CO 81631

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			ATNATL1954442	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CWP029345Q	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EBU064527662	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3289329	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Town of Eagle Information Gift Shop, 100 Fairgrounds Rd., Eagle, CO 81631

CERTIFICATE HOLDER

Town Of Eagle
PO Box 609
Eagle, CO 81631

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bond No. 5144367

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Horizon Roofing, Inc.
0825 Sawatch Road
Eagle, CO 81631

OWNER:
(Name, legal status and address)

Town of Eagle
200 Broadway
Eagle, CO 81631

CONSTRUCTION CONTRACT
Date:

Amount: \$ 372,845.00

Three Hundred Seventy Two Thousand Eight Hundred Forty Five Dollars and 00/100

Description:
(Name and location)

Waste Water Treatment Plant Roof Replacement

SURETY:
(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices

P.O. Box 1635
Milwaukee, WI 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND
Date:

(Not earlier than Construction Contract Date)

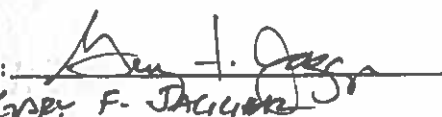
Amount: \$ 372,845.00

Three Hundred Seventy Two Thousand Eight Hundred Forty Five Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

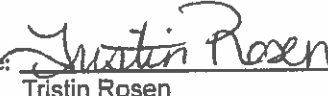
Company: (Corporate Seal)
Horizon Roofing, Inc.

Signature: 

Name: GARY F. JACHURA
and Title: PRESIDENT

SURETY

Company: (Corporate Seal)
Old Republic Surety Company

Signature: 
Name: Tristin Rosen
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Cherry Creek Insurance Agency, Inc. dba CCIG
660 Greenwood Plaza Blvd., Ste. 500
Greenwood Village, CO 80111
720-330-7922

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. 5144367

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Horizon Roofing, Inc.
0825 Sawatch Road
Eagle, CO 81631

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Town of Eagle
200 Broadway
Eagle, CO 81631

P.O. Box 1635

Milwaukee, WI 53201

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$372,845.00

Three Hundred Seventy Two Thousand Eight Hundred Forty Five Dollars and 00/100

Description:

(Name and location)

Waste Water Treatment Plant Roof Replacement

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$372,845.00

Three Hundred Seventy Two Thousand Eight Hundred Forty Five Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Horizon Roofing, Inc.

Signature:

Name

GARY F. JACKER

and Title:

PRESIDENT

SURETY

Company:

(Corporate Seal)

Old Republic Surety Company

Signature:

Name

Tristin Rosen

and Title:

Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cherry Creek Insurance Agency, Inc. dba CCIG
660 Greenwood Plaza Blvd., Ste. 500
Greenwood Village, CO 80111
720-330-7922

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MARY E. (BETH) FICKEN, LINDA E SCOTT, THOMAS W PATTON, JUDITH E. MILLER, TRISTIN ROSEN, OF GREENWOOD VILLAGE, CO

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

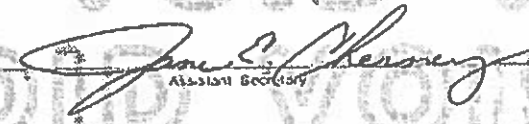
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

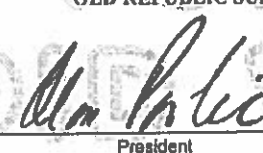
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2ND day of MAY, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

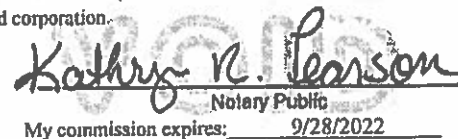



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 2ND day of MAY, 2019, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

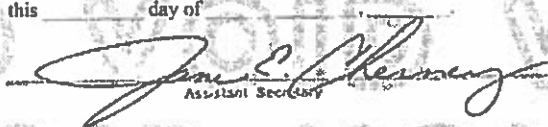
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-4258

Signed and sealed at the City of Brookfield, WI this _____ day of _____




Assistant Secretary

CCIG

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: June 11, 2019

Agenda Item: Ordinance 13-2019 An Emergency Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Renumbering Certain Chapters In Title 9 Regarding Public Peace, Safety And Morals *(Roll Call Vote Required)*

REQUEST: Staff is requesting approval of an emergency ordinance to address a Municipal Code numbering issue that occurred during recodification that does not align with our court and police databases and pre-printed forms.

BACKGROUND: Staff discovered this issue when reviewing the code and comparing the numbering on our ticketing system used by the police department. After researching this with MuniCode attorney and our attorney, the sections were renumbered during recodification which was not part of staff's review and was not discussed or noticed until now.

ANALYSIS: After the discovery, the options were immediately weighed and discussed on how to remedy. Because code sections are entered into the police and court databases, and pre-printed on ticketing forms, it was determined the best solution was to ensure the code was numbered properly and not attempt to change these systems as the cost involved was not budgeted. After review with our attorneys, they agreed that renumbering the code was the best approach.

COMMUNITY INPUT: None Required

BUDGET / STAFF IMPACT: Staff and attorney time was involved in creating this Ordinance.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Business Values: Sound Planning; Public Safety and Transparency.

RECOMMENDED ACTION OR PROPOSED MOTION: Staff recommends approval of Emergency Ordinance 13-2019.

MOTION: Motion to Approve Emergency Ordinance 13-2019 An Emergency Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Renumbering Certain Chapters In Title 9 Regarding Public Peace, Safety And Morals. *(Roll Call Vote Required to determine 3/5 approval for Emergency Adoption)*

ATTACHMENTS:

1. 13 Title 9 Renumbering-O053019

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 13
(Series of 2019)

AN EMERGENCY ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
EAGLE, COLORADO RENUMBERING CERTAIN CHAPTERS IN TITLE 9 REGARDING
PUBLIC PEACE, SAFETY AND MORALS

WHEREAS, in 2018 the Town completed recodification of the Town of Eagle Municipal Code (the "Code") by Ordinance No. 15-2018, which, amongst other things, provided for the renumbering of certain Sections in the Code;

WHEREAS, the Town now realizes that the renumbering of certain Sections in Title 9 of the Code has caused the Code to misalign with certain Town databases and preprinted forms, which are a budgeted expense of the Town;

WHEREAS, without enacting this emergency Ordinance, the Town may not be in a position to be able to efficiently enforce its laws in the immediate future; and

WHEREAS, the changes authorized by this Ordinance do not add any new provisions to the Code, but merely provide a solution to administrative issues by renumbering existing provisions.

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

Section 1. The following Sections of Title 9 are hereby renumbered as follows:

Current Section	New Section
9.14.020	9.14.015
9.14.030	9.14.020
9.14.040	9.14.030
9.14.050	9.14.040
9.14.060	9.14.050
9.14.070	9.14.060
9.14.080	9.14.070
9.14.090	9.14.080
9.14.100	9.14.090
9.14.110	9.14.100
9.15.010	9.15.005
9.15.020	9.15.010
9.15.030	9.15.020
9.15.040	9.15.030
9.15.050	9.15.040

9.15.060	9.15.050
9.15.070	9.15.060
9.15.080	9.15.070
9.15.090	9.15.080
9.15.100	9.15.090
9.15.110	9.15.100
9.15.120	9.15.110
9.15.130	9.15.120
9.15.140	9.15.130
9.15.150	9.15.140
9.15.160	9.15.150
9.15.170	9.15.160
9.16.080	9.16.075
9.16.090	9.16.080
9.16.100	9.16.090
9.16.110	9.16.100
9.20.040	9.20.035
9.20.050	9.20.040
9.20.060	9.20.050
9.20.070	9.20.060
9.20.080	9.20.070
9.20.090	9.20.080
9.26.060	9.26.055
9.26.070	9.26.060
9.26.080	9.26.070
9.28.060	9.28.055
9.28.070	9.28.060
9.28.080	9.28.070
9.28.090	9.28.080

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

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

Section 4. Emergency Declaration. The Town Board of Trustees finds, determines and declares that passage of this Ordinance is necessary for the immediate preservation of the public peace, health and safety. Without enacting this emergency Ordinance, the Town's preprinted law enforcement tickets and forms and municipal court database will not accurately

reflect the Code, thereby impacting the efficient enforcement and accurate prosecution of these provisions. Pursuant to C.R.S. § 31-16-105, this Ordinance shall take effect immediately upon adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON JUNE 11, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



Board of Trustees Mini Retreat June 26, 2019 Agenda Ideas

Below are items that were submitted by BOT members to cover the mini retreat on June 26. Staff is still soliciting items so please forward those when you have them. We would like to finalize the agenda by next Friday June 14. Tim Gagen is going to help facilitate. If you would like to speak to him prior to the meeting, please let staff know.

Ideas submitted:

Anne McKibbin

- Employee Handbook
- Policy Governance

Matt Solomon

- Leadership seminar
- Effective communication techniques
- Discussion regarding utilizing a budget base done on actual funds, rather than projected funds; would like for us to move to an actual model and think we can achieve this in 2-3 years.



To: Mayor and Town Board of Trustees

From: Bill Shrum, Assistant to the Town Manager

Date: June 11, 2019

Agenda Item: 2020 Census Information

REQUEST:

Staff is requesting that the BOT review information about the 2020 Census.

BACKGROUND:

The 2020 Census is a vital part of federal and state representation, funding allocation, and demographic data for our community. The Town of Eagle and census tract 4.03 in Eagle County (covering the Town and outlying areas) has the highest return rate of any tract in Eagle County, with 77.0% response last count. To maintain high accuracy for the upcoming census, staff has begun outreach with Census workers and regional directors to prepare for the upcoming count.

ANALYSIS:

Below is a timeline of important events for the 2020 Census:

August 2019:

- January-Feb 2019 - Early Area Census Offices Open *
- **Next Event > Aug – Oct 2019 - Address Canvassing – select areas**
- Jan-Aug-2019 - Area Census Offices Open *
- Early 2020 - Group Quarters Start
- March 23, 2020 - Self Response Starts
- April 1, 2020 - CENSUS DAY
- May 2020 - Non-Response Follow-Up Starts
- August 2020 - Data Collection Complete
- December 31, 2020 - Data are delivered to the Administration in statistical format

There are three specific points that the Town can assist the Census in an accurate count.

1) Awareness

Building awareness means leveraging Town communication platforms. Talking points provided by the Census are listed below.

2) Recruitment of staff and volunteers

Recruitment takes place at a few different levels, with the first being a call for regional jobs starting in August. These jobs are often telecommute-capable, meaning that residents of Eagle may be qualified to work on larger regional census.

3) Complete Count Committee.

A Complete Count Committee is an organization that is often comprised of local municipalities and counties in Western Colorado. These committees help to inform the Census about regional needs concerning outreach by language, socio-economic status, and other factors that can make an accurate count difficult.

TALKING POINTS

- The Census is a Constitutional mandate (Article I Sec. 2) to determine Congressional apportionment. The data are also used by state governments for state senate and house districting. Participation in the Census ensures that Eagle is properly represented.
- Billions of dollars in annual federal funding is also calculated based on Census data. A community's eligibility for certain programs and the calculated amounts could be negatively impacted if residents don't complete their questionnaire. 10 minutes is all it takes to ensure that your community receives the financial assistance it needs. The cost of an undercount is \$1,262 per person, per year. The undercounted are underfunded.
- The Census are absolutely confidential. Responding to the Census is easy. The list of questions is short and simple, and responses can, for the first time ever, be done online, but can also be done by phone, by completing the paper questionnaire, or by speaking directly with the Census.

COMMUNITY INPUT:

None at this time.

BUDGET / STAFF IMPACT:

None at this time.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

- While this initiative isn't called out in the strategic plan, it does support the business values in various ways indirectly.

RECOMMENDED ACTION OR PROPOSED MOTION:

- None at this time, this is just information for the BOT.

ATTACHMENTS:

- None.