



Town Council
Tuesday, May 24, 2022
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.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be an in-person meeting with access via Microsoft Teams. First-time users of Teams will need to download the app,

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 469-770-0416,,684542132# United States, Dallas

Phone Conference ID: 684 542 132#

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

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

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

For technical difficulties, please email jenny.rakow@townofeagle.org and we will do our best to assist you.

CALL TO ORDER - 6:00 PM

ROLL CALL

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

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

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

1. Life Saving Award, Chief Joey Stauffer

CONSENT AGENDA - 6:25 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes - May 10, 2022
2. Resolution 38, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and the Eagle Chamber of Commerce; and Authorizing the Town Manager to Execute Said Agreement.
3. Resolution 39, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Accepting the Construction of the Lower Basin Water Treatment Plant Project"
4. Resolution 43, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Haymeadow Bicycle and Pedestrian Trail Extension Agreement"

STAFF REPORTS - 6:30 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. March 31, 2022 Budget to Actual Report and Revenue Analysis

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

1. PUBLIC HEARING: Eagle Valley Regional Transportation Authority
2. PUBLIC HEARING: File #DR22-03, Drever Lot Line Adjustment
 - a. Resolution 42, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Lot Line Adjustment for Lots 36 and 37, Eagle Ranch Filing No. 3"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 6:50 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 7:00 PM

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI – Eagle Guest



To: Mayor and Town Council

From: Chief of Police Joey Staufer

Date: May 24, 2022

Agenda Item: Recognition of Support Agencies and Award Presentations for a Critical Incident

REQUEST: On behalf of the Eagle Police Department, Chief of Police Joey Staufer would like to present Eagle Police Department Lieutenant Carrie Buhlman, Sergeant Thomas Rich and Officer Josh Sanders, as well as Eagle County Sheriff's Deputy Clint Hoey, with Eagle Police Department Life Saving Awards.

BACKGROUND: On October 10, 2021, a patient in distress climbed to the top support beam of the Interstate 70 pedestrian bridge overpass. This initiated a multi-agency response. First responders to this incident worked diligently and thoughtfully as a team, while prioritizing lifesaving initiatives through calculated planning to address the immediate concerns of the patient, while furthering initiatives to reduce the harm to our commuters on I-70. These first responders demonstrated tact and tenacity in the execution of their duties, which resulted in a successful outcome.

ANALYSIS: Based on analysis and assessment of a critical call for service, these team members, who had direct contact with the patient, were focused on a systematic approach to lifesaving measures and teamwork, which ultimately resulted in saving the life of this patient.

COMMUNITY INPUT: Community members present at our Town Council meeting are welcome to comment or acknowledge the amazing effort of these amazing individuals, their respective agencies and/or support agencies.

ATTACHMENTS: Eagle Chief of Police award nomination.



TOWN OF EAGLE POLICE DEPARTMENT

LIFE SAVING AWARD

On October 10, 2021, Vail Communications Center received reports about a male pedestrian on the recreation path bridge over Interstate 70 in Eagle who appeared to be in distress. An additional report of this pedestrian came directly into the Eagle Police Department and Officer Josh Sanders responded to investigate. Officer Sanders noted that the pedestrian had climbed the safety fence enclosure of the bridge and was sitting atop of the upper-support beam, above the I-70 westbound lanes. The male appeared distraught, as he glanced at the moving vehicles passing below at interstate speeds.

Officer Sanders carefully approached the male on the bridge and established communication. Officer Sanders spoke with the pedestrian in a tactful and caring manner, while showing meaningful concern for his welfare. Officer Sanders began to develop rapport and attempted to solicit information, with the goal of having the pedestrian crawl back down to the bridge deck. Officer Sanders noted the pedestrian was without shoes. The pedestrian began to talk about not feeling good about himself and death.

Upon Officer Sanders relaying information regarding the mental health of the pedestrian to the Vail Communication Center, local first responder agencies responded urgently to the area to assist. This included staff from the Colorado State patrol, Eagle County Sheriff's Office, Greater Eagle Fire Protection District, Eagle County Paramedic Services, Colorado Department of Transportation, Eagle Public Works Department and additional support from the Eagle Police Department.

Responding law enforcement units quickly blocked I-70, to prevent vehicles from driving near or under the bridge. This also allowed for fire and medical units to set up a triage area close to the bridge.

Hope Center was contacted and informed to have counselors respond directly to the scene.

Eagle Police Department Sergeant Thomas Rich arrived to assist Officer Sanders talk to the pedestrian. Sgt. Rich quickly established rapport with the pedestrian. Sgt. Rich consistently reminded the pedestrian that he was not in any kind of trouble and simply wished to talk about what was going on.

Officer Sanders and Sgt. Rich took turns speaking to the pedestrian in a tactful manner. Although the pedestrian didn't wish to share his name, he became more conversational. During this time Sgt. Rich made an offer for food or a drink and reminded the pedestrian that they were there to help.

After several minutes of discussion, the pedestrian began to talk about climbing back down, as Sgt. Rich indicated he could get some cigarettes, if desired. The pedestrian was reminded several times that he wasn't in trouble. The pedestrian initially agreed to come

down if there was a ladder brought to him. Unfortunately, the demeanor of the pedestrian quickly changed, and he began to talk about wanting to take a bullet.

Eagle County Sheriff's Office Deputy Clint Hoey, who specializes in negotiations, arrived at the bridge and began to talk to the pedestrian. He also established rapport quickly with the pedestrian. Due to the pedestrian's apparent drug or alcohol impairment, Deputy Hoey noted that the pedestrian gradually moved his legs back over to the edge facing I70. Upon noticing this, Deputy Hoey aligned communication to areas that would be known to the pedestrian. This redirected communication worked, as the pedestrian placed his feet back on the overpass frame and began answering Deputy Hoey's questions.

Deputy Hoey continued to talk to the pedestrian in a caring and compassionate manner. As Deputy Hoey continued negotiations, Sgt. Rich obtained cigarettes from the nearby convenience store and Lt. Buhlman purchased a Baconator, Frosty and fries from Wendy's. Officer Sanders and Chief Staufer obtained stepladders, which were placed on either side of the bridge.

Deputy Hoey continued to negotiate with the pedestrian to come down and to speak to him on the bridge deck. At one point, the pedestrian positioned himself on his belly and began to hang his legs over I70 side of the bridge. Deputy Hoey enticed the pedestrian to refrain from this by offering him a cigarette.

Deputy Hoey spent nearly twenty minutes attempting to talk the pedestrian to coming down to the bridge deck. As it appeared negotiations with the pedestrian were viable, the pedestrian once again changed his behavior and placed his leg and lower body into a position that appeared he was going to jump onto I70.

Lt. Buhlman slowly approached the pedestrian and asked if she could bring him food. She reminded him that she was bringing fries, a Frosty and "all kinds of stuff." Deputy Hoey simply explained that it was their desire to help. Deputy Hoey added that he wished to provide the pedestrian everything he needed and made pleas for the pedestrian to come down. Deputy Hoey reminded the pedestrian that Lt. Buhlman had food for him.

The pedestrian looked at Lt. Buhlman holding the food and began to climb down. He was assisted by Lt. Buhlman, Sgt. Rich, Chief Staufer, Deputy Hoey and Deputy Peterson to a safe location across the bridge.

Shortly after climbing down, the pedestrian became aggressive with first responders. He was placed into a controlled position until he calmed down. The pedestrian was then offered immediate care by Community Paramedics and counselors from Hope Center, upon being escorted to a safe area off of the bridge.

In summary, the first responders to this incident worked diligently and thoughtfully as a team, while prioritizing lifesaving initiatives through calculated planning to address the immediate concerns of the patient, while furthering initiatives to reduce the harm to our commuters on I-70. These first responders demonstrated tact and tenacity in the execution of their duties. Additionally, those team members who had direct contact with the patient were focused on a systematic approach to lifesaving measures and teamwork, which ultimately resulted in saving the life of this patient.

Eagle Police Lt. Buhlman, Sgt. Rich and Officer Sanders, in addition to Eagle County Sheriff's Deputy Hoey, are hereby presented with Eagle Police Department Life Saving Awards.

I also wish to recognize our support agencies. While those directly involved with the patient provided for the ultimate outcome, the success of preventing calculated harm to our public, while allowing for scene safety and security, was made possible by support staff from the Colorado State Patrol, Eagle County Sheriff's Office, Greater Eagle Fire Protection District, Eagle County Paramedic Services, Colorado Department of Transportation, Eagle Public Works Department and Hope Center, who responded to assist.

Vail Communications Center staff is also recognized. Their staff provided quick and efficient operational communication, established emergency networking and instituted first responder and community information, based on the changing needs of the response.

Due to the outcome of this call for service and effective networking and teamwork from responding agencies, this incident will be forwarded for consideration of a Unit Citation Award at the 2022 Eagle County Public Safety Appreciation "Night of Excellence."



MEETING MINUTES
Town Council
Tuesday, May 10, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an in-person meeting with access via Microsoft Teams.

CALL TO ORDER - 6:00 PM

ROLL CALL

COUNCILMEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier, Janet Bartnik, Geoffrey Grimmer, Sarah Parrish, Nick Sunday

COUNCILMEMBERS ABSENT

None

STAFF PRESENT

Jim White, Interim Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Tom Gosiorowski, Public Works Director
Carrie Buhlman, Lieutenant
Kevin Aoki, IT Manager
Jessica Lake, Planner
Peyton Heitzman, Planner
Dennis Wike, Engineer

ADOPTION OF AGENDA

Councilmember Ellen Bodenhemier requested to move Business Item 5 to the Consent Agenda.

MOTION: Councilmember Ellen Bodenhemier motioned to adopt the agenda with the addition of Item 5 from Business Items "A Request to Transfer Funds from Trail Construction to Trail Repair and Maintenance in the Open Space Budget for Tread Repair on Sections of the Pool and Ice Haymaker Trails". The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

PUBLIC COMMENT

Marci Laidman - 100 Mayer Street, expressed her concerns regarding the Valley Home Store and eligibility requirements related to the deed-restricted units in the Town of Eagle. Jim White and Chad Phillips will work on a follow-up with Marci. Town Attorney Matt Mire offered to look at this item as well.

Celena Olden – 1864 Eagle Ranch Road, expressed her concerns regarding gravel on the street and weed control along Brush Creek Road. Suggestion to contact Mark Ruh from Eagle Ranch regarding a map of weed responsibility weed control.

PRESENTATION

1. Downtown Development Authority Update, Stephanie Owens - Downtown Colorado Inc.
Kat Korell, and Kat Conner presented this item.

CONSENT AGENDA

MOTION: Councilmember Nick Sunday motioned to approve the consent agenda. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

1. Minutes - April 26, 2022
2. Minutes - May 3, 2022
3. Bill Pay - April 2022
4. A Joint Resolution of the Board of County Commissioners of the County of Eagle, State of Colorado, and the Towns of Gypsum, Minturn, Eagle, Redcliff, Avon, and Vail, Proclaiming May 2022 as Wildfire Preparedness Month
5. A Request to Waive Fees for Land Use File # SU22-02: Mountain Tots Childcare Facility Special Use Permit
6. A Request for Approval of Change Order #15 for the Lower Basin Water Treatment Plant payable to MWH Constructors, Inc. in the amount of \$74,301.00
7. Resolution 41, Series 2022 "A Resolution Approving a Contract with JEV Inc. for Construction of the Eagle River Park Pavilion"
8. A Request to Transfer Funds from Trail Construction to Trail Repair and Maintenance in the Open Space Budget for Tread Repair on Sections of the Pool and Ice Haymaker Trails

STAFF REPORTS

1. Town Manager Update
Mayor Scott Turnipseed mentioned a wildland fire open house presentation on May 26th.
2. Department Update
Councilmember Ellen Bodenheimier suggested that bold solutions be considered for the housing assessment.

Councilmember Geoff Grimmer offered an intern that may be interested in working on the housing assessment with staff and the consultant.

Mayor Scott Turnipseed offered congratulations to Officer Rich. Inquired about the Economic Vitality Committee membership and wanted to discuss the topic of parking permits downtown.
3. 2022 First Quarter Summary

BUSINESS ITEMS

1. PUBLIC HEARING: File #MS22-01, Minor Subdivision of Haymeadow Tract Z

Mayor Scott Turnipseed opened the public hearing for file #MS22-01.

Jessica Lake presented this item.

Mayor Scott Turnipseed opened public comment.

Matthew Hood representing the applicant was present.

- a. Resolution 34, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Minor Subdivision of Haymeadow Tract Z"

MOTION: Councilmember Janet Bartnik motioned to approve Resolution 34, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Minor Subdivision of Haymeadow Tract Z". The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

2. PUBLIC HEARING: File #LURA22-03, Revised Sign Code

Mayor Scott Turnipseed opened the public hearing for file #LURA22-30.

Elizabeth Garvin presented this item.

Council comments discussion regarding commercial property and regulations for being dark sky compliant. Staff provided the lighting and dark sky are addressed but will be updated further as the land-use code revisions continue. Inquiry regarding street light banners. Elizabeth Garvin provided those that were not addressed in the current version of the sign code. Discussion regarding project timeline and projected presentations for adoption in early October.

Mayor Scott Turnipseed opened public comment.

Celena Olden 1864 Eagle Ranch Road – inquired about party lights for residential use as it relates to dark sky and desire to enforce dark sky regulations.

- a. Ordinance 10, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Repealing and Reenacting Chapter 4.08 of the Eagle Municipal Code, the Town's Sign Code"

MOTION: Councilmember Ellen Bodenheimier motioned to approve Ordinance 10, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Repealing and Reenacting Chapter 4.08 of the Eagle Municipal Code, the Town's Sign Code". The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

3. Resolution 38, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and the Eagle Chamber of Commerce; and Authorizing the Town Manager to Execute Said Agreement.

Jim White presented this item and requested direction to work with the Chamber to finalize the lease.

The council directed the Town Manager to negotiate the lease with the Chamber.

4. Resolution 40, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Citizens to the Town Manager Community Panel"

MOTION: Councilmember Janet Bartnik motioned to approve Resolution 40, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Citizens to the Town Manager Community Panel". The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Parrish, and Sunday), 0 opposed, and 1 absent (Grimmer).

5. A Request for Direction on a Town of Eagle Proposal to Provide DDA Businesses with Broadband Connection Options

Kevin Aoki presented this item. Aspen Wireless representatives were also present.

An email letter from Kari McDowell was entered into the record in support of this proposal.

Public Comment: Brian Woods offered that scalability and mixed-use should be part of the mix.

Kevin Aoki provided that the current proposal is Phase 1 and can only guarantee service to those locations now. We will also work on long-term pricing. With additional phases, we will create a holistic plan to include more users and residential.

Council comments: discussion on revenues and setting up an enterprise fund for these revenues. Aspen Wireless will be doing the customer billing. Currently, funds are going into the General Fund.

MOTION: Councilmember Ellen Bodenheimier motioned to reappropriate \$40,000.00 for the purpose of delivering Internet services to the Broadway corridor and direct staff to execute on this proof of concept. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

Further discussion on the future of fiber and support for redundancy and building a stable backbone for the town.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

Councilmember Ellen Bodenheimier requested a discussion on speed reduction on Brush Creek Road.

Discussion regarding obtaining solar electronic speed signs. Staff provided that state law dictates the setting of speed limits.

2. Council Committee Updates

Councilmember Ellen Bodenheimier will attend an RTA Committee meeting with ECO Trails staff.

Councilmember Sarah Parrish indicated that MEAC wants more clarity on budget items and requested that Jill Kane attend the next meeting in June.

Councilmember Geoff Grimmer stated he has been monitoring CML and the current legislature with 150 bills. He is also meeting with Brian at Holy Cross about sustainability and a solar storage solution for Eagle and Gypsum.

Mayor Scott Turnipseed stated he attended the Land Use and Development Code meeting.

ADJOURN - 7:30 PM

MOTION: Councilmember Mikel Kerst motioned to adjourn. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: May 24, 2022

Agenda Item: Resolution 38, Series 2022 “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and the Eagle Chamber of Commerce; and Authorizing the Town Manager to Execute Said Agreement:

REQUEST: Approval of a Lease between the Town of Eagle and the Eagle Chamber of Commerce to utilize the Information Center at 100 Fairgrounds Road to conduct its business in support of businesses in the Town of Eagle.

BACKGROUND: The Town of Eagle and the Chamber have been discussing this move throughout the past year to facilitate the growing need for office space as the Town staff expands in number.

ANALYSIS: The Eagle Chamber of Commerce is excited about the new, larger space at the Information Center with the added benefit of having the capability of holding its Board meetings there. It provides a sense of place and separate identity for the Chamber rather than being housed in its present location in Town Hall. The Town of Eagle benefits from the additional office space for future employees.

COMMUNITY INPUT: This will provide a destination location for Chamber members, local businesses, and the public alike.

BUDGET / STAFF IMPACT: Rental rates will be set in a manner and an effort to defray the costs of building and grounds maintenance at that site.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The relationship between the Town and the Chamber is strong and mutually beneficial. Both entities are focused on improving economic vitality for the Town of Eagle.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to (approve) or (deny) a Resolution 38, Series 2022 “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and the Eagle Chamber of Commerce; and Authorizing the Town Manager to Execute Said Agreement.

ATTACHMENTS:

1. 38 - 2022 Eagle Chamber Lease Resolution

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 38
(Series 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF EAGLE AND THE
EAGLE CHAMBER OF COMMERCE; AND AUTHORIZING THE TOWN MANAGER TO
EXECUTE SAID AGREEMENT

WHEREAS, the Town of Eagle is the owner of the real property situated at 100 Fairgrounds Road,
Town of Eagle, County of Eagle, State of Colorado, known as the "Eagle Information Center": and

WHEREAS, the Town of Eagle, desires to continue to lease office space at the Eagle Information
Center, and the Town of Eagle is willing to make such space available under the same terms and
conditions as contained in attached lease (Exhibit "A").

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

Section 1. The lease Agreement between the Town of Eagle, Colorado, and the Eagle Chamber
of Commerce, for the lease of space at the Eagle Information Center, attached hereto as Exhibit "A"
and incorporated herein by this reference, is hereby approved.

Section 2. The Town Manager of the Town of Eagle is hereby authorized and directed to execute
the agreement attached hereto as Exhibit "A" on behalf of the Town of Eagle.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the
Town of Eagle, Colorado, held on the 24th day of May 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this 24th day of May 2022 (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 Eagle Chamber of Commerce, with an address of PO Box 964 Eagle CO 81631 ("Lessee") (each a "Party" and collectively the "Parties").

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

1. Property. The Town owns the property known as the "Eagle Information Center", located at 100 Fairgrounds Road, Eagle, Colorado (the "Property").

2. Premises. Subject to the provisions of this Lease, the Town hereby leases to Lessee a portion of the Property, consisting of office space in the two offices on the second floor for its full-time director on the property (the "Premises"). In addition, during the term of this Lease, Lessee shall have access to and use of the common areas of the Property, described as restrooms, hallways, and the entryway to the building, provided that the common areas shall also be available for use by other building tenants. Lessee has inspected the physical condition of the Premises and receives the Premises in "as is" condition. The Town makes no representations or warranties with respect to the condition of the Premises or its fitness for any particular use, and the Town shall not be liable to Lessee for any latent or patent defect on the Premises.

3. Term. The initial term of this Lease shall be for a period of seven (7) months, commencing on June 1, 2022 through December 31, 2022. New rates will apply on January 1, 2023 and both parties agree to negotiate new rates prior to the new fiscal year. Following agreement on new lease terms to begin on January 1, 2023, this Lease shall automatically renew for successive twelve (12) month periods unless either Lessor or Lessee gives notice to the other party of its intent not to renew at least sixty (60) days prior to the end of the Lease Term.

4. Rent. During the initial term until December 31, 2022, Lessee shall pay to the Town rent in the amount of \$200.00 per month (the "Rent"). Payment shall be made on the first day of each month. If Lessee fails to timely make any Rent payment, Lessee shall pay a late fee of \$25 per day until fully paid.

5. Security Deposit.

a. *Amount.* Lessee shall deposit with the Town a deposit of \$200.00 as a Security Deposit to secure against the breach of any obligations under this Lease, including without limitation: damage to the Premises; abandonment of the Premises; and nonpayment of rent, late charges, returned check charges and attorney fees.

b. *Refund.* Within 60 days following termination of this Lease, the balance of the security deposit shall be returned to Lessee.

c. *Abandonment.* Lessee agrees that in the event Tenant abandons the Premises prior to the end of the Lease term, the Town will retain the entire Security Deposit.

6. *Utilities.* The Town shall be solely responsible for landscaping, snow removal, sewer, electrical service, water, and trash collection services to the Leased Premises. Lessee shall pay the cost of telecommunications/phone for the Premises. The physical installation of any equipment shall be subject to the Town's prior written approval.

7. *Use and Occupancy.*

a. *Use Limitations.* Lessee shall use the Premises to operate the Eagle Chamber of Commerce. Lessee shall not permit the Premises to be used for any illegal purpose and will not perform any act that may be a nuisance, annoyance, or inconvenience to the Town or any other lessee of the Property.

b. *Alteration of Premises.* Lessee shall not, without the prior written consent of the Town, make any alterations, improvements, or additions to the Premises, including without limitation partitions, wall coverings, floor coverings and special lighting installations.

c. *Hazardous Materials and Substances.* Lessee shall at all times comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to, without limitation, the following: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; the protection of human health, safety or the indoor or outdoor environment; all applicable environmental statutes of the State of Colorado; and all federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

d. *Signs.* With the Town's prior written approval and in compliance with the Eagle Municipal Code, Lessee may erect and install signs in and about the Premises, at Lessee's sole cost and expense.

e. *Maintenance.* Lessee shall keep and maintain the Premises in a sanitary condition and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination and all other laws regulating the use of the Premises now or hereafter in force. Lessee shall keep and maintain the Premises, including fixtures, interior doors, floor coverings, windows, window coverings, walls and ceilings in good condition and repair, and at the expiration of this Lease, deliver the Premises in the same or better condition as when entered; loss by fire, inevitable acts, and ordinary wear, tear and depreciation excepted.

f. *Conduct.* Lessee shall not cause or permit any disorderly conduct, noise or nuisance upon or about the Premises which may annoy or disturb other tenants located in the Property or persons on adjacent property;

g. *Town's Obligations.* The Town shall, at its own cost, keep and maintain in good condition the following: the structural components of the Property, including only the foundation, bearing and exterior walls (including glass and doors), subflooring and roof; the heating, and electrical apparatus, wiring, water and wastewater service lines and fixtures within the building and outside the building serving the Property; and window frames, gutters and down spouts.

h. *Damage.* If any part of the Property is damaged or destroyed through the intentional act, negligence, carelessness or abuse of or by Lessee, Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by Lessee to the Town on demand.

i. *Covenant of Quiet Enjoyment.* The Town covenants that Lessee shall enjoy quiet and undisturbed possession of the Premises during the term period and any subsequent renewal term, subject to the terms and conditions of this lease.

j. *Holdover.* It is agreed that if after the expiration of this Lease, or any renewal term, Lessee remains in possession of the Premises and continues to pay rent without written agreement as to such possession, then Lessee shall be deemed a tenant from month to month at a rent payable, in advance, equal to the monthly rent set forth in this Lease and shall be subject to all terms and conditions of this Lease. Either Party shall give thirty (30) days' prior written notice of the termination of such holdover tenancy.

k. *Entry and Inspection by the Town.* The Town and the Town's agents and employees shall have the right to enter the Premises at all reasonable times for the purpose of examination or inspection, and to make such alterations, repairs, improvements or additions to the Premises and the Property as the Town deems necessary or desirable. The Town may enter by means of a master key, without liability to the Town, except for any failure to exercise due care for Lessee's property. The Town shall use reasonable efforts upon entry not to unreasonably interrupt or interfere with Lessee's use and enjoyment of the Premises.

l. *Abandonment of Personal Property.* If Lessee shall abandon, vacate or surrender the Premises or shall be dispossessed by process of law or otherwise, then any personal property belonging to Lessee and left on the Premises shall be deemed abandoned.

8. Damage or Destruction of Premises. If the Premises is destroyed or damaged by fire or other casualty, the Town shall have the right to restore the Premises to its former state and condition. If the Town elects not to restore the Premises, this Lease shall be terminated. If the Town elects to restore the Premises, rent shall abate during the time the Premises remains damaged. If the Lease is terminated, Lessee's rent obligation shall cease the day following the casualty. The Town shall be released from any further Lease obligations.

9. Default.

a. *Event of Default.* The failure by Lessee to comply with any provision of this Lease shall constitute a default of this Lease.

b. *Remedies.* Upon a default, the Town may re-enter and take possession of the Premises (after appropriate court proceedings), without terminating this Lease, and sublease the Premises, holding Lessee liable for the difference in the rent. In addition, the Town may take any action at law or in equity to enforce performance of any obligation of Lessee under this Lease. The Town's remedies shall be cumulative, and the exercise of one remedy shall not prevent the exercise of any other available remedy.

c. *Attorney Fees and Costs.* If the Town brings suit to enforce any provision of this Lease or for recovery of the Premises, the Town shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

10. Indemnification. Lessee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Lease.

11. Town's Rights. The Town reserves the following rights, exercisable without notice and without liability to Lessee for damage or injury to property, persons or business, and without effecting an eviction, constructive or actual, or disturbance of Lessee's use or possession, or giving rise to any claim for setoff or abatement of rent: to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Property and the Premises and for such purpose to enter upon the Premises, and to temporarily close doors, entryways and corridors in the building and to interrupt or temporarily suspend building services and facilities, as needed; and to enter the Premises or the Property at all reasonable times for the purpose of examining or inspecting the Premises or the Property.

12. Insurance.

a. *Coverages.* Throughout the term of this Lease, Lessee shall maintain, at its sole cost and expense, the following insurance:

i. Comprehensive broad form general public liability insurance in common use for commercial structures with extended coverage endorsement protecting the Town and Lessee and covering the Premises, common areas, and parking areas and sidewalks located adjacent to the Premises and Lessee's use thereof against claims for personal injury, death and property damage occurring upon, in or about the Premises, such insurance to afford protection to a limit of not less than \$2,000,000 combined single limit.

ii. *Workers' compensation insurance as required by law.*

b. *Form.* All policies shall be issued by solvent insurance companies licensed to do business in Colorado. The commercial policy shall be written as a primary policy, which does not contribute to and is not in excess of coverage carried by the Town. 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 a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain 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 Lessee. Lessee shall be solely responsible for any deductible losses under any policy.

13. Miscellaneous.

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

b. *Severability.* If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforceable to the extent permitted by law.

c. *Governing Law and Venue.* This Lease shall be governed and construed in accordance with the laws of the State of Colorado, and any legal action arising out of this Lease shall be brought in Eagle County, Colorado.

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

e. *Successors.* This Lease shall inure to the benefit of and be binding upon the Town and Lessee and their respective heirs, successors, representatives, administrators, executors and devisees.

f. *Assignment and Subletting.* Lessee shall not assign this Lease or sublet any portion of the Premises without the prior written consent of the Town. Any such assignment or subletting without the Town's consent shall be void.

g. *No Waiver.* A failure of a Party to enforce any term of this Lease shall not be deemed to be a waiver of any other term of this Lease.

h. *Subordination.* This Lease is and shall be subordinate to all existing and future liens and encumbrances against the Premises.

i. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Lease, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Lease.

j. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

k. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Lease.

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

TOWN OF EAGLE, COLORADO

Jim White, Interim Town Manager

ATTEST:

Jenny Rakow, Town Clerk

LESSEE:

EAGLE CHAMBER OF COMMERCE

By: _____
Michelle Morgan, Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
20__, by _____.

My Commission expires:

(SEAL)

Notary Public



To: Mayor and Town Council
From: Tom Gosiorowski, PE, Public Works Director
Date: May 20, 2022
Re: Final Acceptance of Lower Basin Water Treatment Plant

REQUEST:

Staff is requesting the Council approve a resolution making final acceptance of the Lower Basin Water Treatment Plant (LBWTP) project.

INTRODUCTION:

The LBWTP has been completed, Notice of Final Settlement has been advertised, and the final payment to MWH will be made at the end of the month. The total contract with MWH Constructors, including change orders, was \$24,567,143. The final payment outstanding is \$74,300. The notice of final settlement will also allow for the release of the final amount of retainage in the amount of \$234,655. This is the final step to formally make the Final Acceptance of the project construction.

BUDGET/STAFF IMPACT:

None

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This action is consistent with the Strategic Plan Major Objective of Match Infrastructure to Quality Of Life.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to APPROVE Resolution No. 39, Series 2022, a resolution of the Town Council of the Town of Eagle, Colorado, accepting construction of the Lower Basin Water Treatment Plant project.

ATTACHMENTS:

Resolution 39, Series 2022
SGM Notice of Acceptability
LBWTP – Final Settlement Notice

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 39
(Series 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ACCEPTING THE CONSTRUCTION OF THE LOWER BASIN WATER TREATMENT
PLANT PROJECT

WHEREAS, the project's Engineer, SGM of Glenwood Springs, Colorado, has provided its recommendation to accept construction of the Lower Basin Water Treatment Plant project, completed between the date of Notice to Proceed, July 11, 2018, and the date of Substantial Completion, November 26, 2021; and

WHEREAS, the Contractor, MWH Constructors, Inc. of Broomfield, Colorado, has completed the project and all associated Work required by the Contract Documents and within a satisfactory timeframe, both as acceptable to the Town of Eagle; and

WHEREAS, the Town Council of the Town of Eagle hereby deems the Lower Basin Water Treatment Plant project satisfactory, acceptable, and complete in meeting all requirements as set forth in the Contract Documents;

NOW THEREFORE, be it resolved by the Town Council of the Town of Eagle, Eagle County, Colorado that:

The Lower Basin Water Treatment Plant project, is accepted as installed and completed in place as of November 26, 2021, the date of Substantial Completion achievement.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on the 24th day of May 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

NOTICE OF ACCEPTABILITY OF WORK

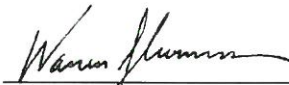
Owner:	Town of Eagle, CO	Owner's Project No.:	ES.17.03773
Engineer:	SGM	Engineer's Project No.:	2011-318.001
Contractor:	MWH Constructors, Inc.	Contractor's Project No.:	30504789
Project:	Lower Basin Water Treatment Plant		
Contract Name:	Lower Basin WTP Construction Contract (Cost-Plus), effective June 29, 2018		
Notice Date:	May 4, 2022		

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor (upon Engineer's signature of final payment application) , and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated February 22, 2011 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

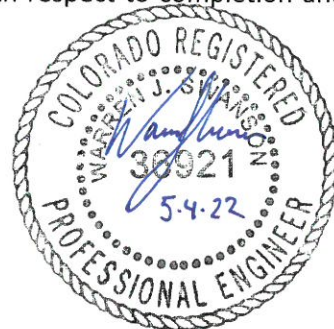
Engineer

By (signature):



Name (printed):

Warren J. Swanson, PE
Project Mgr. & SGM President



EJCDC® C-626, Notice of Acceptability of Work.

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and American Society of Civil Engineers. All rights reserved.

Page 1 of 1

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that on **May 29, 2022, at 12:00 p.m.**, final settlement will be made with **MWH CONSTRUCTORS, INC.**, 8001 Arista Place, Suite 500, Broomfield, Colorado, by the **TOWN OF EAGLE**, 200 Broadway, Eagle, Colorado, on a contract for labor and materials for a project known as **TOWN OF EAGLE LOWER BASIN WATER TREATMENT PLANT**; and that any person, co-partnership, company, association of persons, or corporation who has an unpaid claim against **MWH CONSTRUCTORS, INC.**, or its subcontractors, for labor and materials, may, at any time, up to closing of business the last work day prior to final settlement, that is, by **May 28, 2022, at 4:30 p.m.**, file a verified statement of the amount due with the **TOWN MANAGER, TOWN OF EAGLE**, pursuant to Section 38-26-107, C.R.S., as amended.

Failure on the part of the Claimant to make such verified statement, prior to the final settlement on the contract with **MWH CONSTRUCTORS, INC.**, will relieve the **TOWN OF EAGLE** from any liability for such Claimant's claim.

PUBLISHED BY THE ORDER OF **THE TOWN OF EAGLE**.

Published in the Eagle Valley Enterprise **May 12, 2022, and May 19, 2022.**



To: Mayor and Town Council

From: Jessica Lake, Planner I, Community Development Department

Date: May 24, 2022

Agenda Item: Resolution 43, Series, 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Haymeadow Bicycle and Pedestrian Trail Extension Agreement"

REQUEST:

The Applicant is requesting the Town Council review and approve a resolution authorizing an Amendment to the Haymeadow Bicycle and Pedestrian Trail Extension Agreement.

INTRODUCTION:

On April 27, 2021, Town Council approved an Amendment to the Haymeadow PUD Guide allowing for special events to be operated at the Haymeadow Cabin. A Development Agreement was issued in conjunction with this approval and outlined several conditions that needed to be met by the developer in order to utilize the cabin in such a capacity. This proposed amendment to the Bicycle and Pedestrian Trail Extension Agreement would fulfill the developer's obligation under Condition (C) of the Development Agreement, which states: "developer shall work with the Town to amend the temporary trail extension agreement for the Extra Credit trail by requiring a 2-year notice of termination". If the agreement were to remain as drafted in 2015, ABRIKA would only be required to give the Town 90 days' notice.

ANALYSIS:

ABRIKA Properties is requesting this amendment to the agreement in order to fulfill their obligation to the Town under the approved Development Agreement for the Cabin Parcel. Staff and the Town Attorney has reviewed the agreement and all changes proposed by the Town have been incorporated.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

This request has no budget impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request does not align with any strategies and is administrative.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** the adoption of Resolution 43, Series 2022, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Haymeadow Bicycle and Pedestrian Trail Extension Agreement”

ATTACHMENTS:

- Resolution 43, Series, 2022
- First Amendment Haymeadow Bicycle and Pedestrian Trail Extension Agreement
- Bicycle and Pedestrian Trail Extension Agreement – June 23, 2015

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 43
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE FIRST AMENDMENT TO THE HAYMEADOW BICYCLE AND
PEDESTRIAN TRAIL EXTENSION AGREEMENT

WHEREAS, on June 23, 2015, the Town and Abrika Properties, LLC entered into a Bicycle and Pedestrian Trail Agreement (the "Agreement"), which Agreement governs the real property described as Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado; and

WHEREAS, the parties wish to amend the Agreement to extend the termination clause from 90 days' notice to two years' notice.

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

Section 1. The First Amendment to the Haymeadow Bicycle and Pedestrian Trail Extension Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to executed the First Amendment on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 24, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

FIRST AMENDMENT TO BICYCLE AND PEDESTRIAN TRAIL EXTENSION AGREEMENT

THIS FIRST AMENDMENT TO BICYCLE AND PEDESTRIAN TRAIL EXTENSION AGREEMENT (the "First Amendment") is made as of the ____ day of May, 2022 (the "Effective Date"), by and between ABRIKA PROPERTIES, LLC, a Florida limited liability company ("Abrika"), and THE TOWN OF EAGLE, a Colorado home rule municipal corporation (the "Town") (each a "Party" and collectively the "Parties").

RECITALS:

A. Abrika is the owner of certain real property located in Eagle County, Colorado that is legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "Haymeadow Property").

B. Pursuant to the Bicycle and Pedestrian Trail Easement Agreement dated March 24, 2015 and recorded in the real property records of Eagle County, Colorado, on March 24, 2015, as Reception No. 201504931 (the "Trail Easement Agreement"), Abrika granted an easement to the Town for a bicycle and pedestrian trail on the Haymeadow Property (the "Existing Trail").

C. Pursuant to the Bicycle and Pedestrian Trail Easement Agreement dated June 23, 2015 (the "Trail Extension Agreement"), Abrika granted an easement to the Town for an extension of the Existing Trail.

D. The Parties desire to modify the Term of that Trail Extension Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Modifications.

(a) Section 1(a) of the Trail Extension Agreement is hereby deleted and replaced with: "This Agreement, and the permission granted to the Town hereunder for use of the Trail Area as provided herein shall have a term which commences on June 23, 2015 and continues until terminated as provided herein."

(b) Section 1(b) of the Trail Extension Agreement is hereby deleted and replaced with: "Either the Town or Abrika may terminate this Agreement, without cause, upon two (2) years prior written notice to the other party."

Entire Agreement. The remainder of the Trail Extension Agreement shall remain in full force and effect, unmodified by this First Amendment. IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this _____ day of _____, 2022, by Scott Turnipseed,
as Mayor and Jenny Rakow as Town Clerk, respectively, of the Town of Eagle, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.
My commission expires: _____

Notary Public

ABRIKA PROPERTIES, LLC, a Florida limited liability
company

By: _____
Brandon Cohen, President

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

Subscribed and sworn to before me this _____ day of _____, 2022, by Brandon Cohen,
President of Abrika Properties, LLC, a Florida limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.
My commission expires: _____

Notary Public

EXHIBIT A
Legal Description

BICYCLE AND PEDESTRIAN TRAIL EXTENSION AGREEMENT

THIS BICYCLE AND PEDESTRIAN TRAIL EXTENSION AGREEMENT (this "Agreement") is made as of the 23 day of June, 2015, by and between ABRIKA PROPERTIES, LLC, a Florida limited liability company ("Abrika"), and THE TOWN OF EAGLE, COLORADO, a municipal corporation ("Town").

RECITALS:

A. Abrika is the owner of certain real property located in Eagle County, Colorado that is legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Haymeadow Property").

B. Pursuant to that certain Bicycle and Pedestrian Trail Easement Agreement dated March 24, 2015, and recorded in the real property records of Eagle County, Colorado, on March 24, 2015, as Reception No. 201504931 (the "Trail Easement Agreement"), Abrika granted an easement to the Town for a bicycle and pedestrian trail upon the Haymeadow Property (the "Existing Trail").

C. Town desires to construct, operate and maintain an extension of the Existing Trail (the "Extension") on a portion of the Haymeadow Property, in the location generally described by the red line on the site plan is attached hereto as Exhibits B and C, and incorporated herein by this reference (the "Trail Area"), and to make such trail available for use for Town-sponsored events and to the general public for bicycle and pedestrian use.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements set forth herein, Abrika and Town covenant and agree as follows:

1. Term and Termination.

(a) This Agreement, and the permission granted to Town hereunder for use of the Trail Area as provided herein shall have a term which commences on June 23, 2015 and which expires on June 23, 2025 (the "Term"), unless sooner terminated as provided herein.

(b) Either Town or Abrika may terminate this Agreement, without cause, upon 90 days prior written notice to the other party.

2. Grant.

(a) Subject to the terms, covenants, conditions and provisions set forth in this Agreement, Abrika hereby grants permission to Town (i) to use the Trail Area during the Term for the construction, use, operation, maintenance, repair and replacement of a bicycle and pedestrian trail (the "Trail"), to make the Trail available for use by the general public for bicycle and pedestrian use, and to generally manage the Trail Area for open space purposes (the "Use Rights"), and for no other uses.

(b) The Use Rights shall be strictly limited to and contained wholly within the Trail Area. In particular, the Town shall not use the Trail or the Trail Area, and shall not permit others to use the Trail or the Trail Area, for purposes of access to any property adjacent to the Trail Area, whether such adjacent land is owned by Abrika or any other private party, or by the Town, the United States, Eagle County, or any other public or governmental entity, without the prior

express agreement of Abrika, which may be granted, denied or conditioned in Abrika's sole and absolute discretion.

(c) The Use Rights specifically do not include the use or parking of any motorized or other vehicles (except for non-motorized bicycles), and the Town agrees that all parking related to the Use Rights shall be contained on Town-owned property adjacent to or near the Haymeadow Property. Notwithstanding the foregoing, the Town may use motorized vehicles on a reasonable basis in the construction and maintenance of the Trail, and in reasonable circumstances for emergency access.

(d) The Extension has not been constructed as of the date of this Agreement, and the Trail Area shown on Exhibit B is the planned location of the Extension rather than the actual location. Abrika grants permission for the Town to vary the location of the Extension during construction to construct the Extension in the most appropriate location, so long as the location is generally consistent with that shown on Exhibit B and so long as the Town and its contractor communicate any variances to Abrika's local representative, Scott Schlosser, for review and approval prior to actual construction. Upon completion of construction of the Extension, the Town and Abrika will amend this Agreement to revise Exhibit B to show the actual location of the Trail Area.

3. Use Limitations and Requirements. In relation to the enjoyment of the Use Rights:

(a) Town covenants that Town, and all contractors, suppliers, materialmen and other parties engaged in the enjoyment of the Use Rights by, through or under Town, including, without limitation, the general public and Town's primary contractor, Momentum Trail Concepts, LLC (collectively, the "Town Permittees"), shall comply with all applicable laws, ordinances, rules and regulations applicable to the enjoyment of the Use Rights, and the Trail Area and surrounding areas that may be impacted by the Use Rights, whether imposed by or within the jurisdiction of Town or any other Governmental Authority, (iii) any private covenants or restrictions that may be binding upon the Haymeadow Property, and (iv) any rules and regulations governing the exercise and enjoyment of the Use Rights that Abrika, at its election but without obligation to do so, may impose in its ordinary business judgment in furtherance of safety concerns and the protection of persons and property interests. This right to impose rules and regulations shall be for the sole benefit of Abrika, and shall not create any obligation or duty of Abrika to Town, Town Permittees, or any other party to impose such rules and regulations, or to enforce rules and regulations so imposed, and any failure to impose or enforce any rules and regulations shall not in any way limit the obligations and duties of Town under the other provisions hereof.

(b) Town shall be obligated and solely responsible for adequate and continuous control of erosion, dust, mud and gravel and other debris generated from or associated with the exercise of the Use Rights. Town will maintain the Trail Area and surrounding areas free from accumulation of waste materials, rubbish, litter and trash caused by or arising from any exercise of the Use Rights or other activities associated with the Use Rights.

(c) Town acknowledges that two irrigation ditches serving the Haymeadow Property are located within the Trail Area, and the Extension may cross those ditches at certain points. Abrika shall not be liable to Town for damage to the Extension or the Trail Area arising out of any failure of such ditches or otherwise relating to the improvement, repair, maintenance, use and operation of the ditches by Abrika. Abrika reserves the right to access the Trail Area for purposes of use, maintenance, repair, improvement and upkeep of the ditches and any other water

conveyance structures located in or near the Trail Area, including without limitation converting open ditches to piped ditches, and Abrika shall not be responsible for any damage to the extension caused thereby, all of which shall be the sole responsibility of the Town.

(d) Town and Abrika stipulate and agree that any use of the Trail Area pursuant to this Agreement is for recreational purposes and therefore is covered by C.R.S. § 33-41-103. The Town will ensure that all Use Rights that are recreational activities upon the Trail Area shall be conducted in compliance therewith, and the Town shall install all signage and take such other further action as shall be reasonably required pursuant to such statute. Upon reasonable request by Abrika, Town shall install additional signage regarding the use of the Trail Area as provided herein.

4. Vacation. Town shall be obligated to vacate and cause all Town Permittees to vacate and cease use of the Trail Area in its entirety no later than the last day of the Term, or any sooner date on which this Agreement may be terminated in accordance with the other provisions hereof. In connection with and as part of such vacation, the Town shall not be obligated to restore the Trail Area to its original condition, but shall remove any signs or other personal property installed or existing on the Trail Area within 30 days after the expiration or earlier termination of this Agreement, and shall construct such barriers as are reasonably necessary to prevent users of the Existing Trail from accessing the Trail Area.

5. Default. If Town fails to perform in accordance with the terms, covenants and conditions of this Agreement or is otherwise in breach or default of any of the terms, covenants and conditions of this Agreement (in any case a "default"), then Abrika shall give notice of the default to the Town and the Town shall have ten (10) days thereafter in which to cure such default. Notwithstanding the provisions of the immediately preceding sentence, if a default cannot be cured within 10 days by the use of reasonable diligence, then period for cure shall be extended to thirty (30) days provided that Town commences to cure within 10 days after notice and diligently prosecutes such cure to completion. Notwithstanding any other provision of this Section 5, no cure period shall be allowed for the following matters: any failure of timely vacation under paragraph 4 above; any breach of Town's insurance obligations under paragraph 6 below; any failure to secure a timely release of a lien under paragraph 8 below; or any default that is not reasonably susceptible of cure or poses an imminent material risk to Abrika's interests, as determined by Abrika in its ordinary business judgment. If a default is not cured within the applicable cure period, if any, then:

(a) Abrika, at its election and without obligation to do so, may take such action and expend such sums as Abrika in its ordinary business judgment may deem necessary or appropriate to cure the subject default, in whole or in part, or to protect the interests of Abrika. All sums, including attorneys' fees, incurred by Abrika in connection with the consideration or exercise of this remedy shall be due and payable from Town to Abrika within ten (10) days after demand from time to time;

(b) Abrika may suspend the Use Rights, in whole or in part, and subject to such conditions and qualifications as Abrika may impose; and

(c) Abrika may terminate this Agreement, whereupon the permission granted to Town to enter upon the Trail Area in furtherance of the Use Rights and the Term shall so terminate, except as necessary to allow Town to perform and discharge its obligations attendant to vacation in accordance with paragraph 4 above.

Any default by Town that is not cured within any applicable cure period established above may be enforced by any or all of the foregoing remedies in favor of Abrika, and any other remedies available to

Abrika at law or equity or by statute (including an action for dispossession or ejectment in the case of any termination of this Agreement), and all such rights and remedies shall be cumulative with and non-exclusive of one another, and may be exercised concurrently or successively as Abrika may elect. No exercise of any one remedy shall constitute or be construed as an election to the bar of any other remedy. In connection with any exercise or pursuit of its remedies under this Agreement, whether or not legal proceedings be actually commenced, Abrika shall be entitled to recover from Town any and all attorneys' fees and court costs that Abrika may incur in connection therewith. Any damages or sums owing to Abrika under this Agreement shall bear interest until paid at an annual rate of 18%, which interest shall become part of the amount owing.

6. Insurance. At all times during the term of this Agreement, and thereafter until all obligations of Town hereunder are fully discharged, Town shall carry or shall cause Town Permittees (except for members of the general public) to carry and maintain in full force and effect, at its sole cost and expense, the following insurance coverages and policies maintained in accordance with the following terms and otherwise on terms and with insurance companies satisfactory to Abrika. Town will provide Abrika with a copy of any insurance carrier's notice of cancellation or notice of changes to policy conditions immediately upon receipt. Abrika and its designees shall be named as additional insureds as their respective interests may appear on the policies listed in below. The policies shall provide that those coverages are primary without any right of contribution from any liability coverage maintained by Abrika (and Town hereby agrees that such coverages will thus be primary), and shall also provide that the insurance protection afforded Abrika will not be impaired or limited by any negligence or misconduct of Town or any other party.

(a) Commercial general liability insurance in an occurrence format with a single occurrence limit of not less than \$2,000,000, with an aggregate annual limit of not less than \$4,000,000, and including, without limitation, the following coverages: contractual liability (specifically encompassing Town's indemnity and other obligations under this Agreement), personal injury, broad form property damage, independent contractors and premises operations.

(b) Automobile liability insurance on all vehicles used by, through or under any Town Permittees in connection with the Use Rights, in an amount of \$1,000,000 combined single limit per occurrence of bodily injury and property damage, and with an aggregate annual limit of not less than \$1,000,000.

(c) Workers' compensation insurance in accordance with the provisions of the Workers' Compensation Act of Colorado, C.R.S. § 8-40-101 et seq., for all employees of Town Permittees accessing the Trail Area or otherwise engaged in connection with the Use Rights. To the extent any of Town Permittees are sole proprietors, Town shall cause those sole proprietors to maintain such coverage even though they may otherwise be exempted by law.

Town agrees to provide Abrika with certificates of insurance evidencing the foregoing coverages upon the execution of this Agreement, and in any case prior to any entry onto the Haymeadow Property (with those certificates to expressly set forth the status of Abrika and its designees as additional insureds, as required above).

7. Indemnity. To the extent permitted by law, and subject to the limitations set forth in the Colorado Governmental Immunity Act, Article 10 of Title 24, C.R.S., and any future amendments thereof, the Town shall defend, indemnify and hold harmless Abrika, its parent, subsidiary and affiliate corporations and companies, and their respective agents, officers, directors, shareholders, members, servants, employees and contractors of, from and against any and all liabilities, claims, liens, demands, actions, causes of action, losses and damages whatsoever (including, without limitation, those related to

any damage or injury, including death, suffered by any person, or damage to any property of any kind, whether that of Abrika or any other party), arising out of or in connection with any exercise of the Use Rights by or through Town or Town Permittees, or the related entry into or presence or effect upon the Trail Area, or surrounding areas, including, without limitation, (a) those caused by or arising in connection with any action or course of conduct of Town or any of Town Permittees, or any person directly or indirectly employed or engaged by them, or any of them, associated with the Use Rights, including, without limitation, any actions or omissions constituting negligence or willful misconduct, or (b) those otherwise arising from or in connection with any breach or default by Town of any of its obligations and duties hereunder, together with all costs and expenses incurred by Abrika in connection with any of the foregoing matters, including court costs and attorneys' fees and any sums that may be incurred by Abrika at its election in furtherance of settling any such matter. Any sums owing pursuant to the foregoing indemnity shall be due and payable to Abrika within ten (10) days after demand from time to time.

8. Mechanics' Liens. Town shall not permit or suffer any mechanics' or other liens to attach to the Haymeadow Property or any portion thereof or interest therein by reason of any exercise of the Use Rights or any other conduct on or in relation to the Haymeadow Property arising by, through or under Town or any Town Permittees. In the event a claim for any such lien is recorded against the Haymeadow Property, or any portion thereof or interest therein, Town at its sole expense shall obtain the removal of such claim and its release of record within thirty (30) days after it is initially recorded. If such release is not timely secured, then at any time thereafter Abrika, at its election and without obligation to do so, may secure the release of the lien claim by any means available, including bonding, settlement or otherwise, in which case Town shall, within ten (10) days after demand from time to time, reimburse Abrika for Abrika's costs and expenses incurred in securing the lien release, including all settlement amounts and attorneys' fees. Town will also indemnify Abrika against any such lien claims under and as part of paragraph 7 above.

9. Delegation/Assignment. Town shall not assign any rights or interests under this Agreement nor delegate its duties under this Agreement to any extent without the prior written consent of Abrika, which may be granted or denied in Abrika's sole and absolute discretion. In this regard, Town shall be primarily responsible and liable for its obligations hereunder even when those obligations or any breaches thereof are attributable to any actions, omissions or course of conduct of any of Town Permittees, including Town Permittees that may be independent contractors, notwithstanding any rule of law to the contrary. Any action, omission or course of conduct of any Town Permittee shall be deemed the action, omission or course of conduct of Town for purposes of this Agreement.

10. Notices. Any notice required or permitted under the terms of this Agreement shall be in writing, may be given by the parties hereto or such parties' respective legal counsel, and shall be deemed given and received (i) when hand delivered to the intended recipient, by whatever means; (ii) three (3) business days after the same is deposited in the United States mails, with adequate postage prepaid, and sent by registered or certified mail, with return receipt requested; or (iii) one (1) business day after the same is deposited with an overnight courier service of national or international reputation having a delivery area encompassing the address of the intended recipient, with the delivery charges prepaid. Any notice under clause (i), (ii) or (iii) above shall be delivered or mailed, as the case may be, to the appropriate address set forth below.

If to Abrika:

Abrika Properties, LLC
c/o Brandon Cohen
PO Box 772289
Ocala, Florida 34477

With a copy to:

Greg Perkins
Wear Travers Perkins LLC
97 Main Street
Suite E202
Edwards, Colorado 81632

If to Town:

Town Manager
Town of Eagle
PO Box 609
Eagle, Colorado 81631

With a copy to:

Edward P. Sands, Town Attorney
450 West Avenue, Suite 204
Rifle, Colorado 81650

Either party may change its addresses for notices pursuant to a written notice that is given in accordance with the terms hereof. Any notice may be given on behalf of a party by its legal counsel. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

11. Entire Agreement. This Agreement, and the Exhibit that is referenced as attached hereto (the content and terms of which are incorporated herein by this reference), contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, that are binding with respect to such subject matter unless they are expressly embodied herein. Any and all prior or extrinsic discussions, agreements, proposals, negotiations and representations relating thereto are hereby deemed merged herein and superseded by the provisions of this Agreement.

12. Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, the legality, validity and enforceability of the remaining provisions in this Agreement shall not be affected thereby, and in lieu of the affected provision there shall be deemed added to this Agreement a substitute provision that is legal, valid and enforceable and that is as similar as possible in content to the affected provision. It is generally intended by the parties that this Agreement and its separate provisions be enforceable to the fullest extent permitted by law.

13. Rules of Construction. The headings which appear in this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the paragraphs in which they appear. Each party hereto acknowledges that it has had full and fair opportunity to review, make comment upon, and negotiate the terms and provisions of this Agreement, and if there arise any ambiguities in the provisions hereof or any other circumstances which necessitate judicial interpretation of such provisions, the parties mutually agree that the provisions shall not be construed against the drafting party, and waive any rule of law which would otherwise require interpretation or construction against the interests of the drafting party. References herein to the singular shall include the plural, and to the plural shall include the singular, and any reference to any one gender shall be deemed to include and be applicable to all genders.

14. Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

16. Survival. Any and all terms, conditions and provisions of this Agreement which are not fully performed or discharged as of the expiration of the Term, or any other termination of this Agreement, shall survive such expiration or termination and remain in full force and effect thereafter, with the applicable obligor remaining liable to satisfy all applicable obligations and duties.

17. Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

18. No Recordation. Neither this Agreement nor any memorandum or evidence hereof shall be recorded in the real property records for Eagle County, Colorado, without the prior written consent of Abrika.

19. Attorneys' Fees. In the event any legal proceeding arises out of the subject matter of this Agreement and is prosecuted to final judgment, the prevailing party shall be entitled to recover from the other party all of the prevailing party's costs and expenses incurred in connection therewith, including reasonable attorneys' fees (and the presiding court will be bound to make this award). The foregoing shall not be construed to limit rights of recovery established under other provisions of this Agreement.

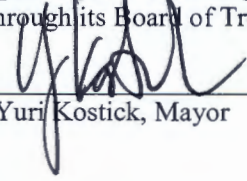
20. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which when taken together shall be construed as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. In addition, any party to this Agreement may make legal delivery of its executed counterpart by electronic delivery of a copy of its signed counterpart.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the date of this Agreement as set forth at the beginning hereof.

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

By:


Yuri Kostick, Mayor

ATTEST:

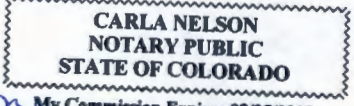

Jenny Ellringer, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 25 day of June, 2015, by Yuri Kostick, as Mayor and Jenny Ellringer as Town Clerk, respectively, of the Town of Eagle, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 08.25.2015



Notary Public My Commission Expires 08/25/2015
19994022405

ABRIKA PROPERTIES, LLC, a Florida limited liability company

By: CF Colorado Holdings LLC, a Florida limited liability company, its Managing Member

By: _____
Alan Cohen, Managing Member

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2015, by Alan Cohen, Managing Member of CF Colorado Holdings LLC, a Florida limited liability company, Managing Member of Abrika Properties, LLC, a Florida limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

EXHIBIT A

to Bicycle and Pedestrian Trail Extension Agreement

Haymeadow Property

ON ATTACHED PAGES

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY THE HAYMEADOW PARCEL 1 ADDITION TO THE TOWN OF EAGLE

A parcel of land situate 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 more particularly described as follows:

Beginning at angle point 7 of said Tract 44, from which angle point 2 of said Tract 38 bears (and referring all bearings contained herein to said line) N02°58'53"E, 1324.86 feet; thence N02°58'53"E, 504.98 feet; thence S80°12'50"E, 111.36 feet; thence S02°59'06"W, 641.73 feet; thence 311.74 feet along the arc of a non-tangential curve to the left having a radius of 620.00 feet, a central angle of 28°48'31" the chord of which bears N76°12'26"W, 308.47 feet; thence S89°23'19"W, 362.24 feet; thence 256.65 feet along an arc of a curve to the left having a radius of 343.00 feet, a central angle of 42°52'18" the chord of which bears S67°57'10"W, 250.71 feet to a point on the East line of Eagle Ranch, Filing No. 3, according to the Final Plat thereof as recorded at Reception No. 718009, in the Office of the Clerk and Recorder, Eagle County, Colorado; thence along said East line N22°53'36"E, 1.55 feet to the southeast corner of the Brush Creek Road Addition to the Town of Eagle as recorded at Reception No. 858995, in said Office; thence along said Brush Creek Road Addition the following two courses 1) N32°52'16"E, 69.79 feet; 2) thence N 57°07'44" W, 53.67 feet, to the southeast corner of Sylvan Lake Road Addition to the Town of Eagle as recorded at Reception No. 200606438, in said Office; thence along the East line of said Sylvan Lake Road Addition, 89.04 feet upon the arc of a non-tangential curve to the right having a radius of 759.88 feet, a central angle of 06°42'48", the chord of which bears N 21°40'23" E, 88.98 feet to a point on the 8-7 line of said Tract 44, being also the South line of Brush Creek Meadows, according to the Final Plat of Brush Creek Meadows as recorded at Reception No. 803395, in said Office; thence along said 8-7 line N 89°23'49" E, 765.35 feet to the point of beginning.

Containing 3.181 Acres more or less.

EXHIBIT A
TO PETITION FOR ANNEXATION

LEGAL DESCRIPTION OF ANNEXATION PROPERTY
HAYMEADOW ANNEXATION PARCEL A

A parcel of land located in Tracts 37, 38, 44 and 55, in Sections 3, 4, 9 and 10, Township 5 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, being more particularly described as follows:

Beginning at angle point 2 of said Tract 38; thence along the 2-1 line of said Tract 38 (and referring all bearings contained herein to said line), N 89° 57' 47" E, 2564.33 feet; thence departing said 2-1 line S08°04'47"E, 3313.56 feet to a point on the northerly right-of-way boundary of Brush Creek Road, as recorded in Book 470, Page 687; thence along said northerly right-of-way boundary of Brush Creek Road the following 3 courses: 1) in a southeasterly direction along a curve to the left with a radius of 6465.00 feet, having a chord bearing of S53°01'32"E and a chord distance of 293.19 feet, having an interior angle of 2°35'55" and an arc length of 293.22 feet; 2) thence S54°19'30"E a distance of 105.80 feet; 3) thence S 57°11'23" E a distance of 36.26 feet; thence departing said northerly right-of-way boundary of Brush Creek Road, S 07°01'05" E a distance of 84.88 feet to the southerly right-of-way boundary of Brush Creek Road; thence along said southerly right-of-way boundary of Brush Creek Road, the following 33 courses: 1) N 57°58'05" W a distance of 51.98 feet; 2) thence N 54° 44'10" W a distance of 98.05 feet; 3) thence N 11°47'13" E a distance of 7.92 feet; 4) thence N53°48'13"W a distance of 545.84 feet; 5) thence N55°48'39"W a distance of 84.60 feet; 6) thence N57°45'10"W a distance of 109.86 feet; 7) thence N02°29'52"E a distance of 13.31 feet; 8) thence N57°13'18"W a distance of 283.75 feet; 9) thence N53°07'49"W a distance of 186.37 feet; 10) thence N53°07'51"W a distance of 64.49 feet; 11) thence in a westerly direction along a non tangent curve to the left with a radius of 507.23 feet, having a chord bearing of N 70°09'32" W and a chord distance of 297.08, having an interior angle of 34°03'23" and an arc length of 301.50; 12) thence S00°46'00"E a distance of 0.41 feet; 13) thence N86°57'56"W a distance of 60.33 feet; 14) thence N00°46'00"W a distance of 9.37 feet; 15) thence S89°13'00"W a distance of 452.33 feet; 16) thence S88°59'23"W a distance of 25.05 feet; 17) thence N03°39'00"E a distance of 30.00 feet; 18) thence N64°17'00"W a distance of 162.00 feet; 19) thence N57°22'00"W a distance of 198.00 feet; 20) thence S63°53'00"W a distance of 11.88 feet; 21) thence N56°44'53"W a distance of 448.81 feet; 22) thence N58°54'41"W a distance of 238.94 feet; 23) thence N61°07'13"W a distance of 398.34 feet; 24) thence N63°27'14"W a distance of 75.05 feet; 25) thence N63°27'14"W a distance of 1.21 feet; 26) thence N00°00'29"E a distance of 2.26 feet; 27) thence in a westerly direction along a non tangent curve to the left with a radius of 1397.39 feet, having a chord bearing of N69°03'16"W and a chord distance of 149.39, having an interior angle of 06°07'42" and an arc length of 149.46; 28) thence S00°04'48"E a distance of 1.32 feet; 29) thence in a westerly direction along a non tangent curve to the left with a radius of 1202.89 feet, having a chord bearing of N74°49'20"W and a chord distance of 189.97, having an interior angle of 09°03'29" and an arc length of 190.17; 30) thence N79°21'10"W a distance of 203.76 feet; 31) thence in a westerly direction along a tangent curve to the right with a radius of 555.94 feet, having a chord bearing of N68°23'01"W and a chord distance of 211.57, having an interior angle of 21°56'18" and an arc length of 212.87; 32) thence N57°24'51"W a distance of 228.24 feet; 33) thence N57°24'51"W a distance of 49.94 feet to the eastern boundary of Eagle Ranch Filing No. 3, according to the Final Plat thereof as recorded in the Office of the Eagle County Clerk and Recorder as Reception No. 718009; thence departing said southerly right-of-way and along said eastern boundary of Eagle Ranch Filing No. 3, N22°53'36"E a distance of 7.09 feet; thence departing said eastern boundary and upon the southern boundary of The Haymeadow Parcel I, in a northeasterly direction along a non tangent curve to the right with a radius of 343.00 feet, having a chord bearing of N67°57'10"E and a chord distance of 250.71 feet, having an interior angle of 42°52'18" and an arc length of 256.65; thence N89°23'19"E a distance of 362.24 feet; thence in a southeasterly direction along a curve to the right with a radius of 620.00 feet, having a chord bearing of S 76°12'26" E and a chord distance of 308.47 feet, having an interior angle of 28°48'31" and an arc length of 311.74, thence N02°59'06"E a distance of 641.73 feet; thence N80°12'50"W a distance of 111.36 feet to the line between angle point No. 7 of said Tract 44 and angle point No. 2 of said Tract 38; thence along said line between angle point No. 7 of said Tract 44 and angle point No. 2 of said Tract 38 N02°58'53"E a distance of 819.88 feet to the point of beginning.

LESS

A parcel of land as recorded at Reception No. 756032 in the public records of Eagle County, Colorado containing 3.678 acres more or less.

Parcel A containing 164.200 acres more or less.

EXHIBIT A
TO PETITION FOR ANNEXATION

LEGAL DESCRIPTION OF ANNEXATION PROPERTY
HAYMEADOW ANNEXATION PARCEL B

A parcel of land located in Tracts 37, 38, 55 and 59 in Sections 3 and 10, Township 5 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, being more particularly described as follows:

Beginning at a point on the 2-1 line of said Tract 38 from which angle point 2 of said Tract 38 bears S89°57'47"W, 2564.33 feet; thence along said 2-1 line of Tract 38 (and referring all bearings contained herein to said line), N 89° 57' 47" E, 255.11 feet to angle point 1 of said Tract 38, also being angle point 2 of said Tract 37, being marked on the ground by a 2 1/2" aluminum cap on #6 rebar, "PE/PLS 23089, 2004" found in place; thence along the 2-1 line of said Tract 37, N 89° 58' 44" E, 2303.67 feet; thence departing said 2-1 line of Tract 37 S08°04'47"E, 3548.15 feet to the Northwest corner of the Norman Property described in Book 232 at Page 462 and Book 271 at Page 437; thence along the West line of said Norman Property S 00° 27' 52" E, 1295.60 feet to the northerly right-of-way fence line of Brush Creek Road; thence along the northerly right-of-way fence line of Brush Creek Road the following four (4) courses:

- 1) N 71° 00' 00" W, 41.08 feet,
- 2) N 66° 08' 17" W, 300.81 feet,
- 3) N 49° 39' 25" W, 454.64 feet,
- 4) N 59° 14' 45" W, 365.99 feet to a point on the northerly right-of-way boundary line of Brush Creek Road, Parcel C as recorded in Book 470, Page 687; thence along said northerly right-of-way boundary line of Brush Creek Road, and Parcel C the following two (2) courses:

- 1) N 30° 00' 27" E, 13.58 feet,
- 2) N 59° 59' 33" W, 519.40 feet to a point on the boundary line of Peters Subdivision as recorded in Book 524, Page 199;

thence leaving said right-of-way of Brush Creek Road and along said boundary of Peters Subdivision the following six (6) courses:

- 1) N 00° 12' 04" E, 299.29 feet,
- 2) N 85° 52' 11" W, 171.57 feet,
- 3) N 62° 02' 32" W, 50.05 feet,
- 4) N 71° 56' 16" W, 192.31 feet,
- 5) N 58° 31' 55" W, 390.77 feet,
- 6) S 25° 22' 18" W, 240.90 feet to a point on the northerly right-of-way boundary of Brush Creek Road, Parcel B, as recorded in Book 470, Page 687; thence leaving said Peters Subdivision, along said northerly right-of-way boundary of Brush Creek Road, Parcel B the following three (3) courses:

- 1) N 57° 11' 23" W, 36.26 feet,
- 2) N 54° 19' 30" W, 105.80 feet,
- 3) 293.22 feet along the arc of a curve to the right with a radius of 6465.00 feet, the chord of which bears N 53° 01' 32" W, 293.19 feet,

thence departing said northerly right-of-way boundary of Brush Creek Road N08°04'47"W, 3313.56 feet to the Point Of Beginning containing 233.199 acres more or less.

EXHIBIT A
TO PETITION FOR ANNEXATION

LEGAL DESCRIPTION OF ANNEXATION PROPERTY
HAYMEADOW ANNEXATION PARCEL C

A parcel of land located in Tracts 37, 59, 61, 62 in Sections 2, 3, 10 and 11, Township 5 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, being more particularly described as follows:

Beginning at angle point one of said Tract 37, being marked on the ground by a 2 1/2" USGLO brass cap on 1" iron pipe, found in place; thence along the 1-6 line of said Tract 37, S 00° 14' 15" E, 1346.39 feet to angle point 6 of said Tract 37, also being angle point 2 of said Tract 62 and angle point 1 of said Tract 59, being marked on the ground by a 2 1/2" USGLO brass cap on 1" iron pipe, found in place; thence along the 2-1 line of said Tract 62, S 89° 57' 23" E, 2838.60 feet; thence leaving said 2-1 line of Tract 62, S 00° 02' 37" W, 4743.42 feet to a point on the northerly right-of-way fence line of Brush Creek Road; thence along said northerly right-of-way fence line of Brush Creek Road the following twelve (12) courses:

- 1) N 79° 30' 59" W, 166.80 feet,
- 2) N 79° 11' 51" W, 197.18 feet,
- 3) N 79° 41' 31" W, 89.23 feet,
- 4) N 69° 00' 09" W, 48.79 feet,
- 5) N 65° 35' 39" W, 53.04 feet,
- 6) N 55° 20' 50" W, 61.81 feet,
- 7) N 47° 15' 27" W, 52.82 feet,
- 8) N 44° 46' 44" W, 97.90 feet,
- 9) N 43° 18' 30" W, 471.12 feet,
- 10) N 43° 41' 12" W, 311.25 feet,
- 11) N 57° 28' 07" W, 17.09 feet,
- 12) N 63° 53' 22" W, 98.91 feet to a point on the 4-5 line of said Tract 63;

thence leaving said northerly right-of-way fence line of Brush Creek Road, along said 4-5 line of Tract 63, N 00° 26' 38" E, 32.80 feet to angle point 4 of said Tract 63, also being a point on the 3-4 line of said Tract 61, being marked on the ground by a 3 1/2" aluminum cap on #6 rebar, "PLS #23508", found in place; thence along said 3-4 line of Tract 61, N 87° 39' 09" W, 53.69 feet to a point on said northerly right-of-way fence line of Brush Creek Road; thence leaving said 3-4 line of Tract 61, along said northerly right-of-way fence line of Brush Creek Road, the following three (3) courses:

- 1) N 71° 51' 06" W, 155.57 feet,
- 2) N 86° 50' 43" W, 269.20 feet,
- 3) N 74° 27' 53" W, 580.93 feet to a point on the boundary of the Norman Property described in Book 232 at Page 462 and Book 271 at Page 437;

thence leaving said northerly right-of-way fence line of Brush Creek Road, along said boundary line of the Norman Property the following five (4) courses:

- 1) N 00° 27' 52" W, 1073.83 feet,
- 2) S 72° 09' 52" E, 105.30 feet,
- 3) N 00° 27' 52" W, 226.55 feet,
- 4) N 72° 09' 52" W, 565.27 feet,

thence departing said boundary line of the Norman Property N08°04'47"W, 3548.15 feet to a point on the 2-1 line of said Tract 37; thence along said 2-1 line of Tract 37 N89°58'44"E, 475.55 feet to the Point Of Beginning containing 266.291 acres more or less.

EXHIBIT B

to Bicycle and Pedestrian Trail Extension Agreement

Trail Area

ON ATTACHED PAGE(S)

EXHIBIT C
to Bicycle and Pedestrian Trail Extension Agreement

Trail Area

ON ATTACHED PAGE(S)

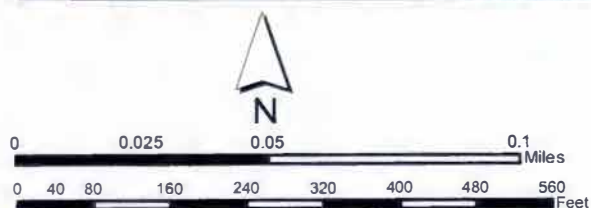
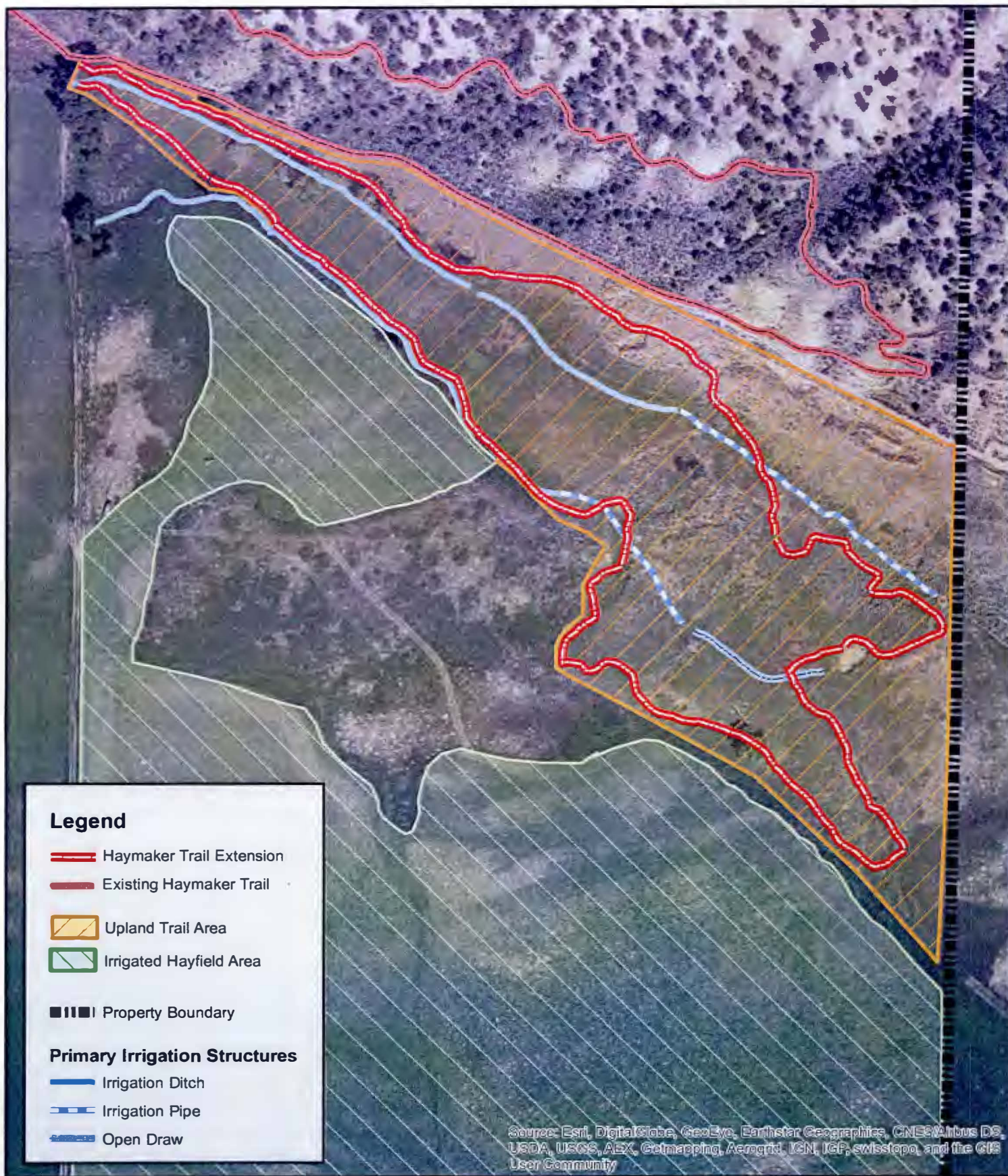


Exhibit B

Trail Location and Agricultural Uses

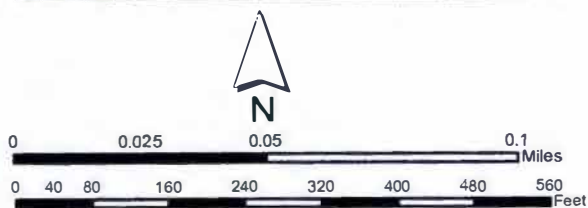
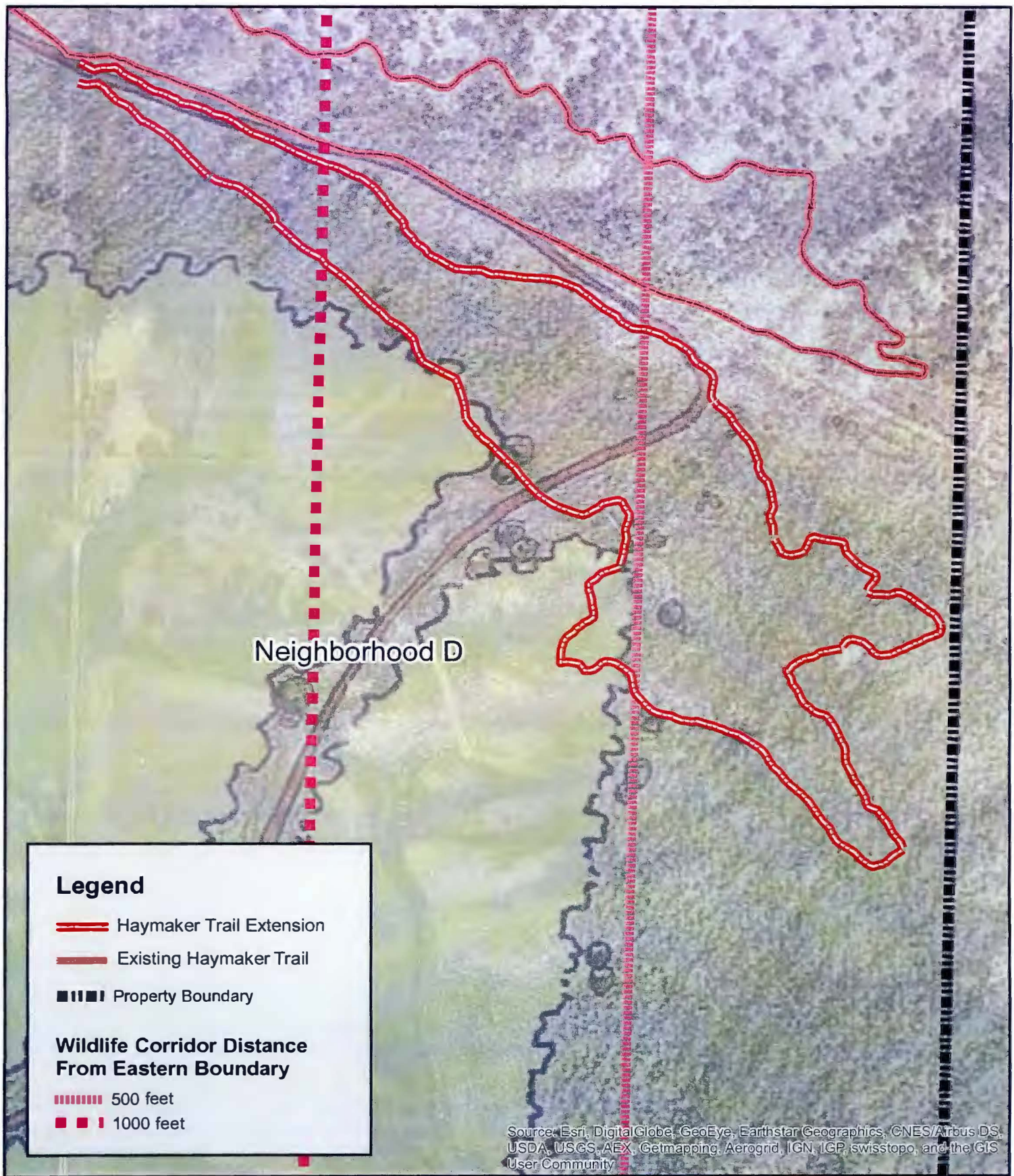


Exhibit C

Trail Location Relative to PUD Approvals



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: May 24, 2022

Re: Town Manager Report

Administration & Organization

- **Regional Transportation Authority (RTA)**

I attended the RTA Technical Committee meeting on Thursday, May 5, 2022 and again on May 19, 2022. Discussion centered around preliminary reports to Town Councils and metro district boards, support for the IGA, and multiple jurisdiction participation. Regionally, we are continuing planning for an RTA in Eagle County. **The first round of polling of voters' support to fund an RTA this fall has been completed.** We will receive an update on the status of the RTA **and on recent polling responses** as it aims for an election for approval on November 8, 2022. Town Council member, Nick Sunday, is the Town representative on the Formation Committee.

- **Water Rate and Tap Fee Study Presentation (Raftelis)**

In 2022, we have budgeted @\$60,000 (52-59-368) for a water rate study. We would like to start this in June 2022. Todd Cristiano is our contact @ Raftelis. Staff involved include Jill Kane, Tom Gosiorowski, Stephan Wilson, Mark Herota, and me. Tom and Stephan are reviewing the scope of work proposed in the water rate study.

- **2021 Audit Preparation**

Jill Kane continues to gather and prepare information for the 2021 audit process. We are also working on the 2023 budget schedule and held the **2023 Budget Development kickoff meeting** on Thursday, May 19, 2022, with department directors and other staff involved in developing budgets in their respective areas. The current schedule aims for budget adoption at the November 8, 2022 Town Council meeting. Jill Kane and Kelly Huitt prepared a presentation and schedule for our collective review.

- **The Mural Project** costs have come in higher than expected. Public Works will be preparing a presentation to Town Council with graphic images and cost projections to seek direction from Town Council on how to proceed. One of the options to consider will be a phased approach to complete the project. This will be presented at one of the June meetings, June 14 or June 28, 2022.

- **Chamber Lease** Michelle Morgan, Chamber Executive Director and I have worked on the Chamber lease for the Information Center building. We have prepared a document upon which we agree for the duration of the 2022 fiscal year. Further negotiations will be held to determine revised proposed expenses for the next fiscal year, 2023 and the new lease.

Economic Development

- The next **Art Walk** is scheduled for Friday, June 10, 2022.
- I attended the after hours Chamber gathering at Roam on Thursday, May 19, 2022.
- The Economic Vitality Committee (EVC) **will meet again on Monday, June 20, 2022 at 1pm.** EVC Chair, Kevin Brubeck, has asked for clarification of the bylaws and the membership, as some members have resigned and several others have expressed interest in being appointed. Jenny Rakow and I are addressing those questions. It will likely result in a Resolution to Town Council for reappointment in June, 2022. **We have determined that there is a need for more formal action by the Town Council to clear up the committee assignments.**

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

- Greg Piburn, Town Council Retreat facilitator, has set his schedule for preliminary calls with Town Council members prior to the upcoming Retreat. The Retreat will be held at Frost Creek on Wednesday, June 1, 2022.
- Pedro Campos, Kari Schroeder, and Gary Brooks are planning a Grand Avenue Corridor presentation to the Town Council on Tuesday, June 28, 2022. This will be a report on the 30% completion of the project and will include cost estimated for the entire project.
- **Final interviews on May 25, 2022 and May 26, 2022. Four finalists have been selected. A Community “Meet and Greet” will be held for the finalists in the evening on Wednesday, May 25, 2022 in the Town Council Chambers. On Thursday, May 26, 2022, the candidates will be interviewed by a Community Panel.** That afternoon, the Town Council will select the new Town Manager and begin negotiations.
- Greater Eagle Fire District/ May 26, 2022 / Fire Station in Eagle (425 E. Third St)/There will be a Wildfire Mitigation presentation led by Hugh Fairfield-Smith, Wildland Coordinator.

WORK SESSIONS:

To help the Town Council keep track of upcoming work sessions, provided below is a table of topics to be discussed over the next several months. Since it takes planning to successfully execute a work session, preparing in advance is helpful. Staff will keep this table in this report going forward and make changes as needed. The topics are subject to change:

Date	Topic
January 4, 2022 POSTPONED	Affordable Housing Strategies
January 31, 2022 (DELIVERED)	Grand Avenue Corridor Update
February 1, 2022 POSTPONED	Sustainability Building Codes Discussion
March 1, 2022 (DELIVERED)	Mural Project Update
April 5, 2022 (DELIVERED)	IT Connectivity Planning
May 3, 2022 (DELIVERED)	Town Council Training /CIRSA/Executive Session
May 31, 2022	Open Space and Trails Presentation
June 1, 2022	Town Council Retreat
June 7, 2022	Clarion Consultant Update/P&Z will attend

Respectfully submitted,

Jim White, Interim Town Manager

Older Schedule: (Please review and revise)

Town Council Requests – Once items are completed; they are deleted from the list Items in Red are new requests.		
Request Date	Request	Status
3/9/2021	Bring back land donation proposal (in progress)	Not Scheduled
3/9/2021	EQR Ordinance	Not Scheduled
5/11/2021	Reach out to Eagle Ranch Housing Corp. on partnering	Not Scheduled
5/11/2021	Look into vacancy housing tax	Not Scheduled
5/25/2021	Evaluate Bird Scooter proposal and bring it back	Not Scheduled
8/10/2021	Schedule Town of Eagle housing strategy work session	Not Scheduled
8/24/2021	Establish incentives for ADUs	Not Scheduled
9/14/2021	Fee waivers for town projects policy	Not Scheduled
9/14/2021	Follow up on Broadway tree grate maintenance	Not Scheduled
10/5/2021	Create a policy for eBikes on recreation paths in Town and reach out to BLM to let them know the plans	Not Scheduled



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: May 24, 2022

Re: March 31, 2022 Budget to Actual Report and Revenue Analysis

This report is a revenue analysis for the first quarter of the year, ending March 31, 2022. Attached to this revenue analysis is the corresponding *Budget to Actual Report*. This analysis provides a narrative for all revenues that had significant changes from the first quarter in 2021 to the first quarter in 2022. This report also discusses any budget to actual significant variances.

Please review the attached *Budget to Actual Report* in conjunction with the analysis below. The *Budget to Actual Report* for the quarter ending March 31, 2022 includes 2021 first quarter actuals for comparison purposes. The report also includes 2022 annual budgeted amounts. The column that calculates the *unearned* or *unexpended* amount and percentage compared to budget show the collections/spending for the year compared to the annual budgeted amounts.

A significant change is considered to be a variance that is greater than \$15,000 AND 10% over the prior year.

General Fund Revenues – Budget to Actual - In the first quarter of 2022 the General Fund collected 26% of budgeted revenues. General Fund revenues currently exceed expenditures by \$1,740,812. The budget currently projects expenditures to exceed revenues by \$424,835 at the end of the year. In prior years, the General fund budget normally projected expenditures to exceed revenues due to transfers to other funds from savings that the Town achieved in the PY. In 2022 the Town has budgeted \$237,000 in transfers to other funds, meaning that the additional \$187,835 in projected expenditures exceeding revenue is for operating expenses. As we move into planning for the 2023 budget the Town will need to be cognizant about ensuring our ongoing expenditures are not exceeding our ongoing revenues.

- **Tax Revenue**

Sales Tax: Regular sales tax is up \$252,904 or 16% over prior year (PY) which is mainly due to the *Retail* category which is up \$220,440 or 38% over PY first quarter. Other sales tax categories that are showing increases include *Food* at 6.8%, *Restaurants/Bars* at 6.5%, *Utilities* at 19%, *Auto* at 53.7%, *Miscellaneous* at 33%, and *Building/Construction* at 45%. Online sales tax collected was up \$56,714 in the general fund compared to the PY. The only two categories that did not meet prior year sales tax amounts were *Lodging* and *Liquor*. Staff is currently in the process of reviewing lodging sales tax collections. It is likely only below PY collections due to some establishments not remitting in time for the 1st quarter report.

- **Marketing Lodging Tax:** Effective January 1, 2021 the lodging tax rate changed from \$4/night to 6% of revenues collected. The tax is split equally between Marketing & Events in the General Fund and

the Open Space Fund. There is a year over year (YOY) increase in lodging tax revenues of \$24,214 or 50%. Although the Town started collecting lodging tax from short term rentals in January 2022, that only equates for \$1,856 of the overall increase. Revenues are currently at 37% of budget through the first quarter. The increase appears to be due to increased hotel rates and higher occupancy.

- **Licenses & Permits**

- **Business Licenses & Marketing Fee:** Although these revenues do not meet the “significant change” criteria; staff wanted to note that during the 2022 revision of the fee schedule, the marketing fee and business license merged into one business license fee. The Town no longer charges a separate marketing fee along with the business license. This modification has help alleviate some complaints and confusion.
- **Building Permits:** There is a YOY increase of \$63,449 (223%). Building permit revenue will fluctuate based on the timing of projects. In the first quarter of 2021 there were 44 permits pulled with a valuation of approximately \$1,080,000, compared to 42 permits in the first quarter of 2022 with a valuation of approximately \$3,445,371. In 2021 the permits pulled were mainly for remodels or smaller projects, whereas 2022 includes two new residential permits and a few significant commercial remodel permits.

- **Miscellaneous Revenue**

- **Other Miscellaneous Revenue:** The Town has collected \$382 in miscellaneous revenue which is 107,390 under first quarter 2021. This is mainly due to the \$105,500 settlement between Eagle County School District and the Town of Eagle. Miscellaneous revenues are usually one-time revenues and thus this revenue line item may drastically fluctuate on an annual basis.

Enterprise Fund Revenues – Budget to Actual

- **Water Fund** – In the first quarter of 2022 the Water fund collected 16% of budgeted revenues. This is expected as most of the Town’s water sales occur during the summer months and the anticipated development projects have not been initiated. Expenditures currently exceed revenues by \$27,282. The budget currently projects to end the year with expenditures exceeding revenues by \$4,732,590. This is mainly due to the Cemetery Tank Replacement (\$3,675,000) and the water line replacement on Howard Street between 2nd and 6th streets (\$1,100,935).
 - **Plant Investment Fees:** Year to date (YTD) the Town has collected \$75,208 in water plant investment fees (PIF). This is up \$41,030 or 120% over 2021, although currently only 12% of the annual budget. The Town has collected water PIFs for five properties in 2022 compared to only two in 2021. Four of the properties in which PIFs have been collected in 2022 are in Frost Creek. This is revenue that is mainly collected on new construction projects and will fluctuate based on the timing of projects. Although higher than first quarter of 2021, the water PIF collections are low compared to the overall budget. This is normal in the first quarter and staff does anticipate this revenue to increase over the year closer to budgeted amount.
- **Wastewater Fund** – In the first quarter of 2022 Wastewater has collected 21% of budgeted revenue which is expected. Net revenues currently exceed expenditures by \$6,113. Staff is expecting to end the year with expenditures exceeding revenues by \$164,926 which is due to the \$868,136 in budgeted capital projects. There are no revenue variances that exceed the threshold for additional comment.
- **Refuse Fund** – In the first quarter of 2022 refuse has collected 25% of budgeted revenue which is expected.

Revenues currently exceed expenditures by \$66,009. This is purely to do with the timing of payments to Vail Honeywagon. Staff is expecting to end the year with revenues exceeding expenditures by \$3,314. There were no revenue variances that exceed the threshold for additional comment.

- **Stormwater Fund** – In the first quarter of 2022 stormwater has collected 25% of budgeted revenue which is anticipated. Stormwater fee collection should be consistent at about 25% a quarter. Net revenues currently exceed expenditures by \$22,310. Staff is expecting to end the year with revenues exceeding expenditures by \$534. There are no revenue variances that exceed the threshold for additional comment.

Capital Improvement Fund Revenue– Budget to Actual – In the first quarter of 2021 the Capital Improvements Fund has collected only 16% of budgeted revenues. All capital improvement fund revenues are one-time revenues and based on the timing of projects. Revenues currently exceed expenditures by \$92,448. Staff is expecting to end the year with expenditures exceeding revenues by \$1,650,914.

- **Public Safety Impact Fees:** The Town has collected \$21,732 in public safety impact fees in 2022 compared to \$0 in 2020. This is a fee that was implemented in the Fall of 2019. These fees rely on the timing of projects every year and is not a consistent source of income. The fees collected in 2022 are for 410 Broadway and 775 Sawatch for the Western Slope Laundry addition.
- **Street Impact Fees:** The Town has collected \$14,697 in street impact fees in 2022 compared to \$0 in 2021. This is a fee that was implemented in the Fall of 2019. These fees rely on the timing of projects every year and is not a consistent source of income. The fees collected in 2022 are for 410 Broadway and 775 Sawatch for the Western Slope Laundry addition.
- **Use Tax:** The Town collected \$102,391 in use tax in the first quarter of 2022 which is \$87,904 or 607% over PY and is 26% of the 2022 annual budget. This is another revenue that is not consistent YOY and is dependent on projects initiated each year. The amount collected is consistent with the variance in building permits YOY and the valuation of those building permits. Staff is still anticipating to meet or exceed budget through the end of the year.

Sales Tax Capital Improvement Fund (STCIF) – Budget to Actual – In the first quarter of 2022 the STCIF has collected 27% of budgeted revenues and revenues currently exceed expenditures by \$231,735. Staff is expecting to end the year with expenditures exceeding revenues by \$158,125 due to capital projects.

- **Sales Tax:** The STCIF 0.5% sales tax collections for the first quarter 2022 are up \$31,613 or 16% over PY and 27% of budget. As stated above this is mainly due to Retail in town. Online sales tax collected was up \$7,090 in the STCIF compared to the PY.

Open Space Fund Revenues – Budget to Actual – In the first quarter of 2022 the Open Space Fund has collected 21% of budgeted revenues. Revenues currently exceed expenditures by \$41,402. The budget currently projects expenditures to exceed revenues by \$127,802.

- **Lodging Tax:** There is a year over year (YOY) Increase in lodging tax revenues of \$24,214 or 50%. Although the Town started collecting lodging tax from short term rentals in January 2022, that only equates for \$1,856 of the overall increase. Lodging tax collected is currently at 37% of budget through the first quarter. The increase appears to be due to increased hotel rates and higher occupancy.

Conservation Trust Fund (CTF) – Budget to Actual – In the first quarter of 2022 the CTF has collected 36% of budgeted revenue. Although a relatively consistent revenue, there are fluctuations throughout the year based on lottery ticket sales. Revenues currently exceed expenditures by \$6,874. Staff is expecting to end the year

with revenues exceeding expenditures by \$2,300. There were no revenue variances that exceed the threshold for additional comment. The current budget is projecting revenues to exceed expenditures by \$18,909. With the additional \$6,000 in work from SE Group for work on the Open Space and Trail master plan approved by Council, this will be reduced to \$12,909 with the next iteration of the budget.

Downtown Development Authority Fund (DDA) – Budget to Actual – The Town was not billed for any activity in the DDA fund in the first quarter of 2022. Staff is expecting the DDA Fund to end the year in a net neutral position.

TOWN OF EAGLE - GENERAL FUND

TOWN OF EAGLE - GENERAL FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED	% TO BUDGET
TAX REVENUE						
General Property	\$ 163,402	\$ 175,220	107%	\$ 385,512	\$ 210,292	45%
Specific Ownership	5,016	5,328	106%	20,000	14,672	27%
Sales Tax	1,598,551	1,851,456	116%	7,197,242	5,345,786	26%
Marijuana & Tobacco Sales Tax	207,829	208,816	100%	920,000	711,184	23%
Severance Tax	-	-	-	350	350	0%
Federal Mineral Tax	-	-	-	250	250	0%
Franchise Tax	53,382	58,130	109%	220,000	161,870	26%
Marketing Lodging Tax	48,769	72,982	150%	195,700	122,718	37%
TOTAL TAX REVENUE	\$ 2,076,949	\$ 2,371,933	114%	\$ 8,939,054	6,567,121	27%
LICENSE & PERMIT REVENUE						
Business Licenses	\$ 24,200	\$ 37,560	155%	\$ 44,000	\$ 6,440	85%
Liquor Licenses	279	2,555	917%	4,800	2,245	53%
Tobacco & Marijuana Licenses	4,250	5,000	118%	6,000	1,000	83%
Marketing Fee - License	6,860	-	0%	5,240	5,240	0%
Building Permits	28,499	91,948	323%	300,000	208,052	31%
Electrical Permits	3,899	5,779	148%	30,000	24,221	19%
Road Cut Permits	900	-	0%	7,000	7,000	0%
Sign Permits	-	250	-	650	400	38%
Special Event Permits	-	75	-	250	175	30%
TOTAL LICENSE & PERMIT REVENUE	\$ 68,886	\$ 143,167	208%	\$ 397,940	\$ 254,773	36%
INTERGOVERNMENTAL REVENUE						
Motor Vehicle License Fee	\$ 8,357	\$ 8,856	106%	\$ 31,000	\$ 22,144	29%
Highway Users Tax	50,486	57,827	115%	258,459	200,632	22%
Road & Bridge Fund	47,569	51,739	109%	100,000	48,261	52%
County Sales Tax	53,116	61,185	115%	231,000	169,815	26%
Grants	12,111	-	0%	45,000	45,000	0%
Intergovernmental Contributions	-	-	-	51,974	51,974	0%
TOTAL INTERGOVERNMENTAL REVENUE	\$ 171,639	\$ 179,607	105%	\$ 717,433	\$ 537,826	25%
CHARGES FOR SERVICES						
Planning & Zoning Fees	\$ 6,050	\$ 17,923	296%	\$ 23,000	\$ 5,078	78%
Planning & Zoning Reimbursable	46,595	37,769	81%	159,000	121,231	24%
Facility Usage Fees	943	13,209	1401%	40,000	26,791	33%
Facility Usage Deposits	100	789	789%	-	(789)	-
Inspections Reimbursable	-	-	-	-	-	-
Sponsorship & Event Revenue	-	500	-	-	(500)	-
Broadband Service Fees	-	7,180	-	10,000	2,820	72%
TOTAL CHARGES FOR SERVICES	\$ 53,688	\$ 77,369	144%	\$ 232,000	\$ 154,631	33%
FINES & FORFEITURES						
Fines & Forfeits	\$ 11,890	\$ 7,128	60%	\$ 40,000	\$ 32,872	18%
Police Surcharge	2,314	2,000	86%	5,000	3,000	40%
Police Miscellaneous	2,263	2,233	99%	3,500	1,267	64%
Police Grants	-	-	-	16,470	16,470	0%
Special Duty Reimbursable	3,090	2,141	69%	39,000	36,859	5%
TOTAL FINES & FORFEITURES	\$ 19,557	\$ 13,502	69%	\$ 103,970	\$ 90,469	13%
MISCELLANEOUS REVENUE						
Interest & Penalties Total	\$ 1,661	\$ 4,256	256%	\$ 9,000	\$ 4,744	47%
Information Center Total	-	-	-	-	-	-
Rental Income	4,582	5,195	113%	20,000	14,805	26%
Sales of Fixed Assets	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-
Other Miscellaneous Revenue Total	107,773	382	0%	15,000	14,618	3%
TOTAL MISCELLANEOUS REVENUE	\$ 114,016	\$ 9,833	9%	\$ 44,000	\$ 34,167	22%

TOWN OF EAGLE - GENERAL FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED	% TO BUDGET
TRANSFERS FROM OTHER FUNDS						
Water Fund - Computer Support	\$ -	\$ -	-	\$ 89,473	\$ 89,473	0%
Wastewater Fund - Computer Support	-	-	-	64,806	64,806	0%
Open Space Fund - Computer Support	-	-	-	15,855	15,855	0%
Refuse Fund	-	-	-	20,000	20,000	0%
TOTAL TRANSFERS FROM OTHER FUNDS	\$ -	\$ -	-	\$ 190,134	\$ 190,134	0%
TOTAL GENERAL FUND REVENUES	\$ 2,504,735	\$ 2,795,411	112%	\$ 10,624,531	\$ 7,829,120	26%
EXPENDITURES						
	PY ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEXPENDED	% TO BUDGET
TOWN COUNCIL	\$ 39,497	\$ 46,286	117%	\$ 218,383	\$ 172,097	21%
GENERAL GOVERNMENT	103,893	98,750	95%	594,898	496,148	17%
GENERAL ADMINISTRATION	143,396	140,168	98%	965,020	824,852	15%
INFORMATION TECHNOLOGY	-	172,992	-	725,913	552,921	24%
COMMUNITY DEVELOPMENT	157,244	181,938	116%	1,482,965	1,301,027	12%
STREETS	242,882	309,158	127%	1,960,608	1,651,450	16%
ENGINEERING	56,960	66,677	117%	341,317	274,640	20%
BUILDINGS & GROUNDS	177,517	183,873	104%	1,170,819	986,946	16%
PUBLIC SAFETY	615,751	465,255	76%	2,738,642	2,273,387	17%
MUNICIPAL COURT	16,414	16,899	103%	81,180	64,281	21%
INFORMATION CENTER	6,526	6,492	99%	47,910	41,418	14%
MARKETING & EVENTS	38,260	52,322	137%	484,711	432,389	11%
TRANSFERS TO OTHER FUNDS	-	-	-	237,000	237,000	0%
TOTAL GENERAL FUND EXPENDITURES	\$ 1,598,340	\$ 1,740,812	109%	\$ 11,049,366	\$ 9,308,554	16%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 906,396	\$ 1,054,599	116%	\$ (424,835)	\$ (1,479,434)	-248%

TOWN OF EAGLE - ENTERPRISE FUNDS

TOWN OF EAGLE - WATER FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Debt Service Surcharge	\$ 116,847	\$ 117,705	101%	\$ 461,900	\$ 344,195	25%
Water Sales - In Town	531,817	552,931	104%	3,488,026	2,935,095	16%
Water Sales - Out Of Town	80,824	88,442	109%	521,635	433,193	17%
Water Materials & Other	4,120	11,840	287%	75,000	63,160	16%
Plant Investment Fees (Tap Fees)	34,179	75,208	220%	650,000	574,792	12%
Water Fund Interest	1,882	4,043	215%	6,000	1,957	67%
Water Rights Interest	216	361	167%	500	139	72%
Grants	-	-	-	-	-	-
Service Charge	4,305	4,875	113%	12,000	7,125	41%
Reimbursable Income	-	-	-	-	-	-
Water Miscellaneous	-	-	-	-	-	-
TOTAL WATER FUND REVENUE	\$ 774,189	\$ 855,406	110%	\$ 5,215,061	\$ 4,359,655	16%
EXPENDITURES						
TOTAL WATER FUND EXPENDITURES	\$ 1,155,751	\$ 882,689	76%	\$ 9,947,651	\$ 9,064,962	9%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ (381,561)	\$ (27,282)	7%	\$ (4,732,590)	\$ (4,705,308)	1%

TOWN OF EAGLE - WASTEWATER FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Wastewater Sales	\$ 691,827	\$ 718,293	104%	\$ 2,936,530	\$ 2,218,237	24%
Plant Investment Fees (Tap Fees)	16,000	14,000	88%	550,000	536,000	3%
Wastewater Interest	1,378	1,932	140%	5,000	3,068	39%
Miscellaneous	-	-	-	-	-	-
TOTAL WASTEWATER FUND REVENUE	\$ 709,206	\$ 734,226	104%	\$ 3,491,530	\$ 2,757,304	21%
EXPENDITURES						
TOTAL WASTEWATER FUND EXPENDITURES	\$ 674,929	\$ 728,112	108%	\$ 3,656,456	\$ 2,928,344	20%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 34,276	\$ 6,113	18%	\$ (164,926)	\$ (171,039)	-4%

TOWN OF EAGLE - REFUSE FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Trash Fees	\$ 150,501	\$ 155,355	103%	\$ 618,244	\$ 462,889	25%
Yardwaste Fees	10,286	10,328	100%	41,050	30,722	25%
Admin Fee	6,441	6,882	107%	25,500	18,618	27%
Interest	45	69	152%	120	51	57%
TOTAL REFUSE FUND REVENUE	\$ 167,273	\$ 172,634	103%	\$ 684,914	\$ 512,280	25%
EXPENDITURES						
TOTAL REFUSE FUND EXPENDITURES	\$ 53,967	\$ 106,624	198%	\$ 681,600	\$ 574,976	16%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 113,306	\$ 66,009	58%	\$ 3,314	\$ (62,695)	1992%

TOWN OF EAGLE - ENTERPRISE FUNDS (continued)

**TOWN OF EAGLE - STORMWATER FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE QUARTER ENDING MARCH 31, 2022**

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Stormwater Service Charges	\$ 22,168	\$ 22,402	101%	\$ 90,000	\$ 67,598	25%
TOTAL REFUSE FUND REVENUE	\$ 22,168	\$ 22,402	101%	\$ 90,000	\$ 67,598	25%
EXPENDITURES						
TOTAL REFUSE FUND EXPENDITURES	\$ 1,297	\$ 93	7%	\$ 89,466	\$ 89,373	0%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 20,872	\$ 22,310	107%	\$ 534	\$ (21,776)	4178%

TOWN OF EAGLE - CAPITAL IMPROVEMENT FUNDS

TOWN OF EAGLE - CAPITAL IMPROVEMENTS FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Capital Improvements Interest	\$ 1,093	\$ 2,495	228%	\$ 3,949	\$ 1,454	63%
Community Enhancement Interest	37	62	167%	222	160	28%
Devolution & Transportation Interest	354	587	166%	1,170	583	50%
Community Enhancement Fund	-	-	-	49,440	49,440	0%
Developer Contribution - Grand Avenue	-	-	-	340,000	340,000	0%
Eagle County Contributions	-	-	-	-	-	-
Public Safety Impact Fees	-	21,732	-	82,304	60,572	26%
Street Impact Fees	-	14,697	-	7,632	(7,065)	193%
Use Tax	14,487	102,391	707%	389,136	286,745	26%
Transfer From General Fund	-	-	-	-	-	-
TOTAL CAPITAL IMPROVEMENTS FUND REVENUE	\$ 15,971	\$ 141,965	889%	\$ 873,853	731,888	16%
EXPENDITURES						
TOTAL CAPITAL IMPROVEMENT FUND EXPENDITURES	\$ 39,673	\$ 49,517	125%	\$ 2,524,767	2,475,250	2%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ (23,703)	\$ 92,448	-390%	\$ (1,650,914)	(1,743,362)	-6%

TOWN OF EAGLE - SALES TAX CAPITAL IMPROVEMENTS FUND (STCIF) REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
SALES TAX	\$ 199,819	\$ 231,432	116%	\$ 853,300	\$ 621,868	27%
INTEREST - COLOTRUST	233	606	259%	880	274	69%
CONTRIBUTIONS & DONATIONS	12,964	-	0%	5,000	5,000	0%
MISCELLANEOUS REVENUE	201	-	0%	-	-	-
TOTAL STCIF REVENUE	\$ 213,218	\$ 232,038	109%	\$ 859,180	627,142	27%
EXPENDITURES						
TOTAL STCIF EXPENDITURES	\$ 250	\$ 303	121%	\$ 1,017,305	1,017,003	0%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 212,968	\$ 231,735	109%	\$ (158,125)	(389,860)	-147%

TOWN OF EAGLE - SPECIAL REVENUES FUNDS

TOWN OF EAGLE - OPEN SPACE FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
LODGING TAX	\$ 48,769	\$ 72,982	150%	\$ 195,700	\$ 122,718	37%
PENALTY & INTEREST	51	487	947%	-	(487)	-
OPEN SPACE INTEREST	68	219	322%	203	(16)	108%
INTERGOVERNMENTAL CONTRIBUTION	-	-	-	-	-	-
TRANSFER FROM GENERAL FUND	-	-	-	150,000	150,000	0%
TOTAL OPEN SPACE FUND REVENUE	\$ 48,888	\$ 73,689	151%	\$ 345,903	\$ 272,214	21%
EXPENDITURES						
TOTAL OPEN SPACE FUND EXPENDITURES	\$ 24,499	\$ 32,287	132%	\$ 473,705	\$ 441,418	7%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 24,390	\$ 41,402	170%	\$ (127,802)	\$ (169,204)	-32%

TOWN OF EAGLE - CONSERVATION TRUST FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
LOTTERY PROCEEDS	\$ 9,769	\$ 12,950	133%	\$ 36,000	\$ 23,050	36%
CONSERVATION TRUST INTEREST	24	56	234%	120	64	46%
TOTAL CONSERVATION TRUST FUND REVENUE	\$ 9,793	\$ 13,006	133%	\$ 36,120	\$ 23,114	36%
EXPENDITURES						
TOTAL CONSERVATION TRUST FUND EXPENDITURES	\$ -	\$ 6,132	-	\$ 17,211	\$ 11,079	36%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 9,793	\$ 6,874	70%	\$ 18,909	\$ 12,035	36%

TOWN OF EAGLE - DOWNTOWN DEVELOPMENT AUTHORITY FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE QUARTER ENDING MARCH 31, 2022

	3/31/21 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
TIF PROPERTY TAXES	\$ -	\$ -	-	\$ -	\$ -	-
DDA INTEREST	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-
TRANSFER FROM GENERAL FUND	-	-	-	87,000	87,000	0%
TOTAL DDA FUND REVENUE	\$ -	\$ -	-	\$ 87,000	\$ 87,000	0%
EXPENDITURES						
TOTAL DDA FUND EXPENDITURES	\$ -	\$ -	-	\$ 87,000	\$ 87,000	0%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ -	\$ -	-	\$ -	\$ -	-

**EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

by and among

BEAVER CREEK METROPOLITAN DISTRICT

TOWN OF AVON, COLORADO

EAGLE COUNTY, COLORADO

TOWN OF EAGLE, COLORADO

TOWN OF GYPSUM, COLORADO

TOWN OF MINTURN, COLORADO

TOWN OF RED CLIFF, COLORADO

and

TOWN OF VAIL, COLORADO

Dated as of [, 2022]

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

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**EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE 1 DEFINITIONS

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

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

“*Act*” is defined in the Recitals.

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

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

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

“*Authority*” means the Eagle Valley Transportation Authority, a separate political subdivision of and body corporate of the State established pursuant to this Agreement as a regional

transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

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

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

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

“*Board*” means the Board of Directors of the Authority.

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

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

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

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

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

“*Initial Boundaries*” means the Boundaries of the Authority on the date the Authority is originally established pursuant to Article 10.01 of this Agreement, as such Initial Boundaries are illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement.

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

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

“Intergovernmental Relations Statute” is defined in the Recitals.

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

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

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

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

“Visitor Benefit Tax” means a visitor benefit tax levied by the Authority in all or any designated portion of a Member in accordance with Section 605(1)(i.5) of the Act and Section 7.01 hereof.

ARTICLE 2 ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

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

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

(b) this Agreement will be submitted for approval, and has been approved by, a majority of the registered electors residing within the boundaries of the Initial Members at the time of the election, who voted in a general election or special election called for such purpose in accordance with Section 603(4) of the Act, which, for purposes of the November 8, 2022, election, shall be determined based on the votes cast on the Ballot Questions approved by the registered electors voting on the Ballot Questions that approve the participation in the Authority; and

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

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

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

Section 2.04 Voter Approval.

(a) The Initial Signatories agree to submit Ballot Questions seeking voter approval of the establishment of the Authority; the baseline funding of the Authority in accordance with Article 7 and the exemption of certain Authority revenues from the revenue limitations of Article X, Section 20 of the Colorado Constitution (“TABOR”) at an election held on November 8, 2022, that is conducted in accordance with the Act and other applicable law. Eight separate questions, which are hereafter referred to by the names indicated below and drafts of which are attached of this Agreement as Appendixes B-1 through B-8, shall be submitted to the registered electors residing within the following described areas within the boundaries of the Initial Signatories:

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

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

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

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

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

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

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

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

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

(c) The costs of conducting the November 8, 2022, election shall be as payable by each Initial Signatory in the following proportions:

- (i) 10.76% by the Town of Avon;
- (ii) 0.87% by the Beaver Creek Metropolitan District;
- (iii) 16.12% by the Town of Eagle;
- (iv) 15.56% by the Town of Gypsum;
- (v) 2.66% by the Town of Minturn;
- (vi) 0.84% by the Town of Red Cliff;
- (vii) 13.66% by the Town of Vail; and
- (viii) and 39.53% by Eagle County.

Section 2.05 Initial Members.

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

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

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

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

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

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

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

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

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

(b) The Initial Signatories agree that in order for the Regional Transportation Systems to be efficiently and effectively provided within the Authority's service area, participation of each of the Town of Avon, the Beaver Creek Metropolitan District, Eagle County, and the Town of Vail, is essential. This Agreement will terminate automatically and be of no further force and effect if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question do not each approve their respective ballot questions at the November 8, 2022, election.

ARTICLE 3 BOARD OF DIRECTORS

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

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

Section 3.03 Alternate Directors. In addition to the Director appointed by it, each Member shall appoint an Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed

as such Member's Director is absent from a Board meeting or in the event such Director has resigned or been removed and no replacement Director has been appointed.

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

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

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

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

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

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

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

requirements for a Director participating electronically to be considered “present” for purposes of establishing a quorum and voting on agenda items.

Section 3.11 Voting Requirements.

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

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

- (i) administrative approvals such as setting meeting locations and times and ministerial actions required for the Authority’s compliance with applicable law;
- (ii) approvals authorized by bylaws or rules previously approved by the Board;
- (iii) approval of contracts for expenditures included in an annual budget previously approved by the Board;
- (iv) approval of contracts for transportation services included in an annual budget previously approved by the Board;
- (v) approval of contracts for the assumptions of existing facilities and transportation infrastructure, or the development of new facilities and transportation infrastructure, included in an annual budget previously approved by the Board; and
- (vi) other actions that are reasonably incidental to prior Board approvals made under subsection (a) of this Section.

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

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

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

Section 3.15 Bylaws and Rules. The Board, acting by resolution adopted as provided for in Section 3.10 or Section 3.11 of this Agreement, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing and procedures for the resolution of issues on which a two-thirds majority cannot be obtained in accordance with Section 3.11(a) of this Agreement.

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

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

ARTICLE 4 ADVISORY COMMITTEES

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

ARTICLE 5 OFFICERS

Section 5.01 Generally. The Board shall appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be Directors. Other Officers may, but need not, be Directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may

not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All Officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article 5.

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

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

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

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

been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

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

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

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

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

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

ARTICLE 6 POWERS OF THE AUTHORITY

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

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

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

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

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

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

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

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

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

(f) Contract Transit Services.

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

(ii) The Authority may initially enter into contracts with Eagle County for the continuation of ECO Transit service during and after the ECRTA Transition Period (as set out more specifically in Article 8 below) and shall reasonably cooperate with Eagle County to provide for the continuation of employment for personnel currently employed by Eagle County in the provision of transit services within the Boundaries of the Authority, as deemed appropriate and necessary by the Authority.

(g) Local Service. The Authority may fund services that operate solely within the boundaries of a single Member (as distinguished from regional services) but, except as otherwise specifically provided in this Agreement, only pursuant to an agreement to which such Member

pays the Authority for the services provided on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority's service area.

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

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

(i) The Authority shall provide planning and funding support for regional public trail maintenance, improvement, and construction, in cooperation with Members, advisory groups and other agencies, including but not limited to USFS, BLM and CDOT. The Authority will place emphasis on multi-modal transportation-oriented trails that provide improved accessibility and connections between transit nodes, population centers, and communities.

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

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

(j) Roadway Improvements. Subject to the Gypsum Question first being approved by the electors of the Town of Gypsum, the Authority shall provide financial support for the construction on an EGE Airport interchange, including commitment of matching funds to be combined with other local matching funds in support of the pursuit of state and federal grant funds. Any obligation of the Authority to provide matching funds will be conditional upon first securing funds for construction of the EGE Airport Interchange from all other available federal, state, and local funding sources, and shall not exceed an amount budgeted therefor by the Board. . It is anticipated that the Town of Eagle, Town of Gypsum, Eagle County, or some combination thereof will be the responsible entities for all permitting, financing and construction. and the Authority's role would be limited to providing matching funds as described in this Section.

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

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

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

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

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

ARTICLE 7 FUNDING THE AUTHORITY

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

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

(b) Existing Eagle County 0.5% Transportation Sales Tax. Eagle County shall pay to the Authority the proportion of the proceeds of the existing voter-authorized Eagle County 0.5% Transportation Sales Tax accrued on and after January 1 of the year following the Effective Date of this Agreement, which are collected in the areas of Eagle County that are within the Initial Boundaries of the Authority as such boundaries may be amended from time-to-time in accordance with Article 12 of this Agreement, and that are allocated to ECRTA operations as of the Effective Date. To the extent required by law, the obligation of Eagle County to make such payments may be subject to annual appropriation by the Board of County Commissioners of Eagle County.

(c) Visitor Benefit and Lodging Tax.

(i) Upon satisfaction of any conditions stated below, and subject to Section 7.01(c)(iv), the Visitor Benefit Tax shall be imposed by the Authority on all persons who purchase overnight rooms or accommodations available for rent for a period of thirty days or less at the following rates in the following areas within the Boundaries of the Authority:

(A) 0.0% in the Town of Avon;

(B) 0.6% in the Beaver Creek Metropolitan District if the electors of the Beaver Creek Metropolitan District approve the Beaver Creek Question;

(C) 0.0% in the Town of Eagle;

(D) 0.6% in the Town of Gypsum if the Town of Gypsum electors approve the Gypsum Question;

(E) 0.6% the Town of Minturn if the Town of Minturn electors approve the Minturn Question;

(F) 0.6% in the Town of Red Cliff if the Town of Red Cliff electors approve the Red Cliff Question;

(G) 0.6% in the Town of Vail if the electors of the Town of Vail approve the Vail Question; and

(H) 0.6% in the portions of unincorporated Eagle County that are within the Boundaries of the Authority if the electors within the unincorporated area of Eagle County described in Section 2.04(a)(viii) approve the Unincorporated Eagle County Question.

(ii) Notwithstanding any authorization by the electors of a Member to impose a visitor benefit tax pursuant to Section 43-6-612, C.R.S., the Authority shall not impose any such tax within any area within the Boundaries of the Authority where the result would cause the visitor benefit tax, together with any lodging tax already imposed by a Member at the time of such election, to exceed two percent of the price of such overnight rooms or accommodations.

(iii) Any subsequent increase or imposition of a lodging tax by a Member which increases the total tax imposed on lodging above two percent shall not invalidate or reduce the imposition by the Authority of the visitor benefit tax validly imposed and approved by such Member's electors

(iv) The intent of this Section 7.01(c) is that each Member shall impose a visitor benefit tax at the maximum rate set forth for any Member in Section 7.01(c)(i). To the extent that the imposition of a visitor benefit tax in such amount by the Authority within the boundaries of any Member is precluded pursuant to Section 43-4-605(1)(i.5)(I), C.R.S., such Member shall seek to appropriate alternative sources of funding, or pledge existing tax revenues, on an annual basis in an equivalent amount.

(v) The proceeds of the Visitor Benefit Tax shall be used by the Authority solely to finance, construct, operate, and maintain Regional Transportation Systems and provide incentives to overnight visitors to use public transportation.

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

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

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

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

ARTICLE 8 REORGANIZATION

Section 8.01 Reorganization Plan. All assets and liabilities of ECRTA will be transferred to the Authority in accordance with this Article 8 within an 18 month period of time from the Effective Date of this Agreement and establishment of the Authority (the “ECRTA Transition Period.”)

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

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

provision of such services, and the transfer of assets and liabilities, transition from Eagle County to the Authority over such period.

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

(c) Either directly or by contract with Eagle County or others, will use reasonable efforts to:

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

(ii) continue ongoing transportation planning efforts;

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

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

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

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

Section 8.03 Transition Plan.

(a) The Authority and Eagle County shall use their best efforts to agree on a "Transition Plan" that implements the provisions of this Article 8. The Transition Plan will specify how merger issues, including those related to human resources, employee benefits, insurance, transfer of ECRTA assets, contractual relationships (e.g. with the Town of Vail and the Town of Avon), and matters concerning the allocation of operating and capital costs and resources will be resolved.

ARTICLE 9 MEMBERS

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

Section 9.02 Withdrawal of Initial Members.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

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

Section 10.02 Termination.

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

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

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

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

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

ARTICLE 11

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

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

liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant to this Article 11 shall be limited to funds of the Authority available for such purpose, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of this Article 11.

ARTICLE 12 AMENDMENTS

Section 12.01 Amendments Generally. This Agreement , except as may be limited in this Article 12, may be amended only by resolution of the Board and upon unanimous consent of all Members minus one. Such consent shall first be manifested by a majority affirmative vote of the Governing Bodies of each Member.

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

Section 12.03 Modification of Appendices B-1 through B-8. Notwithstanding any other provision of this Agreement, any Ballot Question attached hereto as Appendix B-1 through B-8 may be modified by the Governing Body of the Initial Signatory responsible for submitting such Ballot Question to the electors as provided in Section 2.04 of this Agreement.

ARTICLE 13 MISCELLANEOUS

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

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

Section 13.03 No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be by the covenant or

agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 13.04 Notices. Except as otherwise provided in this Agreement, all notices, certificates, requests, requisitions or other communications by the Authority, any Member, any Director, any Alternate Director, any Officer or any member of a Committee to any other such person pursuant to this Agreement shall be in writing; shall be sufficiently given and shall be deemed given when actually received, in the case of the Authority and officers of the Authority, at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority; and, unless a certain number of days is specified, shall be given within a reasonable period of time.

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

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

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

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

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

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

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

Section 13.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

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

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of [, 2022]

: **[INSERT], COLORADO**

_____ By _____
Name _____
Title _____

ATTEST

APPENDIX A-1

Authority Boundary Map

APPENDIX A-2

Authority Boundary Description

APPENDIX B-1

Town of Avon Ballot Question

APPENDIX B-2

Beaver Creek Metropolitan District Ballot Question

APPENDIX B-3

Town of Eagle Ballot Question

APPENDIX B-4

Town of Gypsum Ballot Question

APPENDIX B-5

Town of Minturn Ballot Question

APPENDIX B-6

Town of Red Cliff Ballot Question

APPENDIX B-7

Town of Vail Ballot Question

APPENDIX B-8

Unincorporated Eagle County Question Ballot Question

APPENDIX C

Initial Service Goals

Eagle Valley Transportation Authority Regional Transportation Service Goals

The newly established Eagle Valley Transportation Authority, (“Authority”), shall use reasonable efforts to achieve the following:

1. Assume Responsibility for Existing ECO Transit Service

The Authority shall assume responsibility for existing transit service as currently provided by the Eagle County Regional Transportation Authority, (“ECO Transit”), as of January 1 of the year following RTA formation.

Within 12 months of RTA formation, the Authority shall develop and implement a fare-free transit zone with expanded service, to include portions of Avon, Vail, Minturn and Beaver Creek, as a replacement for ECO’s existing Vail/Beaver Creek Express service.

2. Increase Service on Current ECO Routes

The Authority shall begin planning for one or more of the following enhancements, to be introduced as soon as equipment, staffing, and facilities allow:

- Increased capacity and/or service frequency on Highway 6.
- Increased all-day service frequency on Valley Route, including additional daily connections to Dotsero.
- Increased service to/from Leadville.

3. Develop and Implement New Transit Routes

Develop and implement new transit service no later than December 31, 2024, to meet needs identified during the RTA formation process, including but not limited to:

- 1) Eagle-Gypsum Circulator
Regular transit service connecting the Towns of Eagle and Gypsum that promotes increased circulation in/between these communities and provides efficient connection to other regional routes.
- 2) Limited Stop Express Service
Additional rush hour express service targeting peak workforce commute hours.
- 3) Airport Express Service
Additional service connecting Eagle County Airport to Avon, Beaver Creek, and Vail

In addition, the Authority may explore the feasibility of offering additional regional transit services as needs are identified in future Transit Development plans.

4. Accelerate Conversion of Fleet and Facilities to Zero-Emission Operations

The Authority shall take the following steps toward zero-emission operations:

- 1) Conversion of ECO's existing Highway 6 bus service to a zero-emission platform, on a timeframe that evaluates available grant funds, anticipated increases in range and performance capacity of zero-emission buses, and allocation of available Authority funds to other expenditures which may increase ridership.
- 2) Development of zero-emission plans, timelines, and budgets for additional routes and facilities as outlined in an initial RTA Transit Development Plan, to be created following RTA formation.

5. Invest in Transit-Related Facilities and Infrastructure

The Authority shall allocate a portion of available revenues to upgrade existing facilities to support planned service expansion. In addition, funds will be set aside in a capital improvement fund to support fleet replacement and future construction of essential transit-related and transit-supportive facilities. Uses of these funds may include:

- 1) Expansion of the existing Swift Gulch or MSC facilities to support additional operations and/or dedicated staff housing.
- 2) Construction and/or expansion of additional facilities as identified in the initial Transit Development Plan (TDP).

6. Support Local Air Service

The Authority shall pledge funding in the minimum amount of \$1,200,000 dollars per year to support expanded year round air service for residents and visitors of Eagle County.

7. Regional Transportation System Planning

The Authority shall embark on a 5-year Transit Development Plan (TDP) as one of its first tasks upon formation. This plan should be completed within 12-18 months of the appointment of the initial Authority Executive Director.

APPENDIX D¹

[]

¹ **Note to Draft:** To discuss inclusion of Appendices regarding: Credits for Outstanding Bonds/Other Assets/Encumbrances; Inventory of Assets (currently contemplated in the Transition Plan); and/or the Transition Plan.



To: Mayor and Town Council

From: Peyton Heitzman, Planner, Community Development Department

Date: May 24, 2022

Agenda Item: Resolution No. 42, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Lot Line Adjustment for Lots 36 and 37, Eagle Ranch Filing No.3"

REQUEST:

For Town Council to consider approving a final plat vacating the lot line between lots 36 and 37, Eagle Ranch Filing No. 3, consolidating two lots into one lot.

INTRODUCTION:

Brent Drever and Carolyn Drever (Applicant) are the owners of Lot 36 (462 Abrams Creek Drive) and Lot 37 (438 Abrams Creek Drive) of Eagle Ranch Filing No. 3. There is a single-family home on Lot 37 and Lot 36 is undeveloped. The Applicant is requesting to vacate the lot line between lots 36 + 37, consolidating the two lots into one, Lot 37A. In addition to vacating the lot line between lots 15 and 16, the final plat vacates a 7.5-foot Utility and Drainage Easement on either side of the lot line subject to vacation.



Staff is recommending three conditions of approval that have been incorporated into Resolution No. 42, Series 2022. Within 30 days of approval, the Final Plat will need to be revised to reflect technical comments from staff and the Town's 3rd Party Surveyor. This is a condition that staff typically includes in subdivision approvals. It provides applicants a flexible timeline to address technical comments after final approval.

The second condition is for the Applicant to verify that there are no utilities in the side yard easements to be vacated. If utilities exist, the Applicant will need to either remove the utilities with permission from the appropriate utility company or retain the easements.

The third condition has the Applicant abandon the water and wastewater utilities from Lot 36, the undeveloped lot, within 30 days. There is an administrative extension if the Applicant is unable to abandon the utilities within the 30-day timeframe.

The Planning & Zoning Commission reviewed this application during their May 17, 2022 meeting and unanimously recommended approval with the abovementioned conditions of approval.

ANALYSIS:

The Municipal Code requires that final subdivision plats conform to the Town's regulations, goals, and policies. Final Plat has been reviewed by the Town Engineer, Planning, the Town Attorney, and a 3rd

party surveyor to ensure the document has been prepared to meet all requirements set forth in [Section 4.12.020.C](#) of the Municipal Code. Staff reviewed the application against goals and policies in the Elevate Eagle Comprehensive Plan (Comprehensive Plan). While the process of lot consolidation is not specifically supported by, nor in opposition of, goals and policies in the Comprehensive Plan ([LINK](#)), the use of the land will remain the same, which conforms with the Future Land Use Map in the Comprehensive Plan.

COMMUNITY INPUT:

No public comment has been received as of May 18, 2022. Letters received after this time will be gathered and entered into the public record at the hearing.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The lot consolidation does not specifically align in any of the major objectives or goals in the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to **APPROVE** Resolution No. 42, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Lot Line Adjustment for Lots 36 and 37, Eagle Ranch Filing No.3.

ATTACHMENTS:

- Application and Project Narrative
- Final Plat
- Draft Minutes from May 17, 2022 P&Z Meeting
- Resolution No. 42, Series 2022

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]
Signature

3/15/22
Date

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



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

PROJECT NAME DREVER LOT LINE ADJUSTMENT & AMENDMENT

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

LOCATION

STREET ADDRESS 462 & 438 ABRAMS CREEK DR, EAGLE, CO 81631

PROPERTY DESCRIPTION

SUBDIVISION UPLANDS EAGLE RANCH LOT(S) 36-37 BLOCK _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE _____

APPLICANT NAME BRENT DREVER PHONE 303 619 3580

ADDRESS PO BOX 5619 EAGLE CO, 81631 EMAIL BREVER@ME.COM

OWNER OF RECORD BRENT DREVER & CAROLYN DREVER PHONE 303 619 3580

ADDRESS PO BOX 5619 EAGLE CO, 81631 EMAIL BREVER@ME.COM

REPRESENTATIVE* _____ PHONE _____

ADDRESS _____ EMAIL _____

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

TURNIPSEED

ARCHITECTURE
CONSTRUCTION
INTERIOR DESIGN

S I N C E 1 9 9 5

Project Narrative & Adjacent Property Owners
April 4th, 2022

Project:

Lot Line Adjustment

Drever Residence

0462 Abrams Creek Road

Lots 36-37

Eagle, CO 81631

Town of Eagle Community Development,

The goal of this project is to gain approval thru the Eagle Ranch DRB, Town of Eagle, and Eagle County to merge **Lots 36-37** into (One) Lot or Property.

Eagle Ranch DRB has already reviewed all and approved, we will be scheduling a meeting with the Town of Eagle Public Works Department to verify we meet all of their needs for Utility Disconnects and or Tie Ins. The Drawing Set submitted should clearly show the scope of work.

Thank you for your consideration.

BRENNEN SCOTT FITZGERALD, A.I.A. | PARTNER

Mobile. 970.977.6285 Office. 970.328.3900

brennen@sstaia.com

SCOTT S. TURNIPSEED, AIA

ARCHITECTURE & CONSTRUCTION INC.

1143 CAPITOL STREET SUITE 211

P.O. BOX 3388 EAGLE CO 81631

WWW.SSTAIA.COM



Adjacent Property Owners within 300'-0" :

Owner Name BOYD, STEVE H., JR & TANIA MCBRIDE
Owner Address PO BOX 238
EAGLE, CO 81631-0238
000459 ABRAMS CREEK DR

Owner Name GORDON, STEPHEN M. & LINDA J.
Owner Address PO BOX 6197
EAGLE, CO 81631-6197
424 ABRAMS CREEK DR

Owner Name GORDON, STEPHEN M. & LINDA J.
Owner Address PO BOX 6197
EAGLE, CO 81631-6197
000082 SILVER SPUR

Owner Name JEWETT, STEPHEN M. & JENNIFER
Owner Address PO BOX 4809
EAGLE, CO 81631-4809
000075 SILVER SPUR

Owner Name MCCORD, ADELIA O. & THOMAS G.
Owner Address PO BOX 4195
EAGLE, CO 81631-4195
000051 SILVER SPUR

Owner Name FILIPOWSKI, JENNIFER - RACE, ANDREW P.
Owner Address PO BOX 5440
EAGLE, CO 81631-5440
000025 SILVER SPUR

Owner Name DREVER, BRENT & CAROLYN
Owner Address PO BOX 5619
EAGLE, CO 81631-5619
000438 ABRAMS CREEK DR



Con't

Owner Name CONKLIN, MAKYLA - GONZALEZ, EVERARDO
Owner Address PO BOX 3561
EAGLE, CO 81631-3561
000416 ABRAMS CREEK DR

Owner Name BELL, ROGER D. & SALLY M. - ETAL
Owner Address 5850 TOWN AND COUNTRY BLVD STE 802
FRISCO, TX 75034-6954
000390 ABRAMS CREEK DR

Owner Name STURGEON, DAVID G. & JENNIFER B.
Owner Address PO BOX 1321
AVON, CO 81620-1321
000362 ABRAMS CREEK DR

AMENDED FINAL PLAT
Eagle Ranch, Filing No. 3
A Consolidation of Lot 36 and Lot 37
Town of Eagle, County of Eagle, State of Colorado

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents that BRENT DREVER AND CAROLYN DREVER, the sole owners in fee simple of all that real property described as follows:

LOT 36, BLOCK 3, EAGLE RANCH, FILING NO. 3 AND LOT 37, BLOCK 3, EAGLE RANCH, FILING NO. 3, according to the FINAL PLAT recorded December 16, 1999 in Reception No. 718009 at the Eagle County Clerk and Records Office, Eagle County, Colorado, containing 0.9793 acres more or less;

have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this plat and designate the same as **AMENDED FINAL PLAT, EAGLE RANCH, FILING NO. 3, A CONSOLIDATION OF LOT 36 AND LOT 37**, the Final Plat thereof, a Subdivision in the Town of Eagle, County of Eagle, State of Colorado; and do hereby grant, convey, dedicate and set apart to the Town of Eagle, County of Eagle, Colorado, for public use the streets shown hereon, including avenues, drives, courts, places and alleys, the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only.

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

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

EXECUTED this _____ day of _____, 2022.

_____ AND _____

Owner: BRENT DREVER AND CAROLYN DREVER

Address: P.O. BOX 5619
EAGLE, CO 81631

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____ day of _____, 2022, by _____.

Witness my hand and official seal _____.

My commission expires: _____.

Notary Public

TITLE CERTIFICATE

Land Title Guarantee Company, does hereby certify that I have examined the title to all lands shown on this plat and that title to such lands is vested in BRENT DREVER AND CAROLYN DREVER, free and clear of all liens and encumbrances, except as follows:

EXECUTED this _____ day of _____, 2022.

Title Examiner

TOWN COUNCIL CERTIFICATE

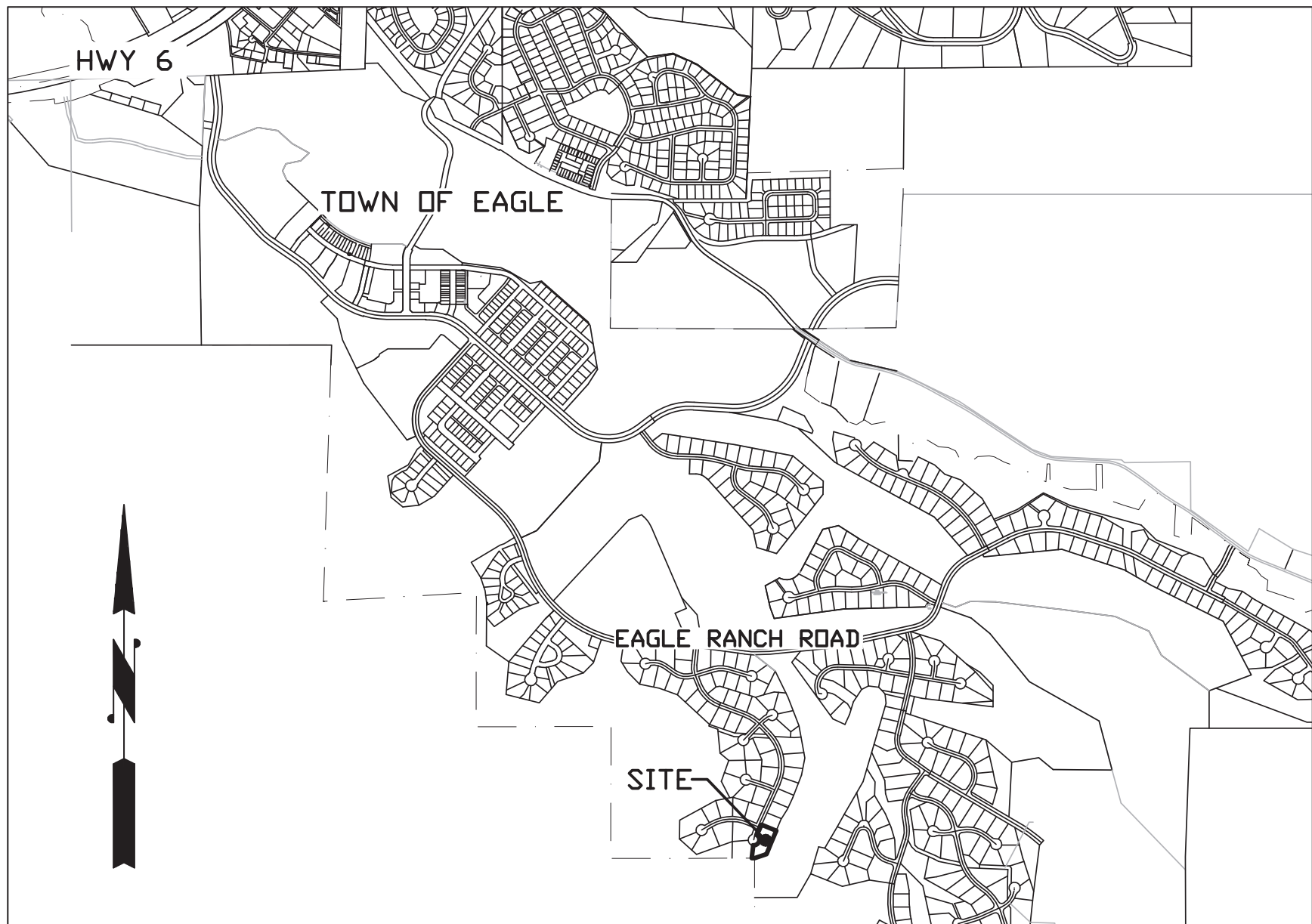
This plat is approved by the Town Council of the Town of Eagle, Colorado, this _____ day of _____, 2022 for filing with the Clerk and Recorder of Eagle County, and for conveyance or dedication to the Town of Eagle of the public dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Eagle for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Town Council of the Town of Eagle. Further, said approval in no way obligates the Town of Eagle for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Eagle's specifications and the Town of Eagle has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the Town of Eagle, unless otherwise specifically agreed to in writing by the Town Council.

Town of Eagle, Colorado

By: _____
Mayor

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

ATTEST: _____
Town Clerk



VICINITY MAP SCALE: 1"=1500'

CERTIFICATE OF TAXES PAID

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

Dated this _____ day of _____, A.D., 2022.

Treasurer of Eagle County

PLANNING COMMISSION CERTIFICATE

This Plat approved by the Town of Eagle Planning Commission on this _____ day of _____, 2022.

Chairman

SURVEYOR'S CERTIFICATE

I, Randall P. Kipp, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct, and complete plat of **AMENDED FINAL PLAT, EAGLE RANCH, FILING NO. 3, A CONSOLIDATION OF LOT 36 AND LOT 37**, the Final Plat thereof, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, staked upon the ground in compliance with Title 38, Article 51, C.R.S., as amended, and all other regulations governing the subdivision of land.

EXECUTED this _____ day of _____, 2022.

Randall P. Kipp
Colorado Licensed Professional Land Surveyor
License Number #38079

PLAT NOTES

1. THE PURPOSE OF THIS FINAL PLAT IS TO (1) VACATE THE COMMON LOT LINE BETWEEN LOT 36 AND LOT 37. EAGLE RANCH FILING NO. 3 AND (2) VACATE THE EASEMENT ALONG SAID COMMON LINE. THE REMAINING LOT WILL BE DESIGNATED AS LOT 37A.
2. SURVEY DATE: SEPTEMBER 14, 2021.
3. U.S. SURVEY FEET WAS USED FOR THIS SURVEY.
4. ADDRESS: 0462 ABRAMS CREEK ROAD (POSTED).
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS BASED ON A TITLE COMMITMENT PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. V500644770 WITH AN EFFECTIVE DATE OF 2-16-2022, FINAL PLAT, EAGLE RANCH FILING NO. 3, AND SURVEY MONUMENTS FOUND AT THE TIME OF THE SURVEY.
6. ALL BEARINGS AND DISTANCES SHOWN ON SHEET 2 OF 2 ARE BOTH FIELD MEASURED AND PLATTED.
7. BASIS OF BEARINGS: AN ASSUMED BEARING OF S 22° 12' 57" W BETWEEN THE NORTH EAST CORNER OF LOT 36, EAGLE RANCH, FILING NO. 3, REC.NO. 718009 AND THE SOUTH EAST CORNER OF LOT 37, EAGLE RANCH, FILING NO. 3, REC.NO. 718009. SAID CORNERS BEING MONUMENTED WITH A 1.5" ALUMINUM CAP, ON 35 REBAR, LS #30091. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE THERETO.
8. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
9. THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EAGLE RANCH FILING NO. 3, RECORDED DECEMBER, 16, 1999 UNDER RECEPTION NO. 718009
- TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED MARCH 3, 2005 UNDER RECEPTION NO. 907780
- RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JUNE 23, 1999, UNDER RECEPTION NO. 700815 AND SUPPLEMENT RECORDED SEPTEMBER 1, 2000 AT RECEPTION NO. 738065

CLERK AND RECORDER'S CERTIFICATE

This Plat was filed for record in the office of the Clerk and Recorder at _____ o'clock _____ on this _____ day of _____, 2022, and is duly recorded as Reception No. _____.

Clerk and Recorder

By: _____
Deputy

LAND USE SUMMARY

LOT 37A 0462 ABRAMS CREEK ROAD 0.9793 Acres +- RESIDENTIAL SINGLE FAMILY

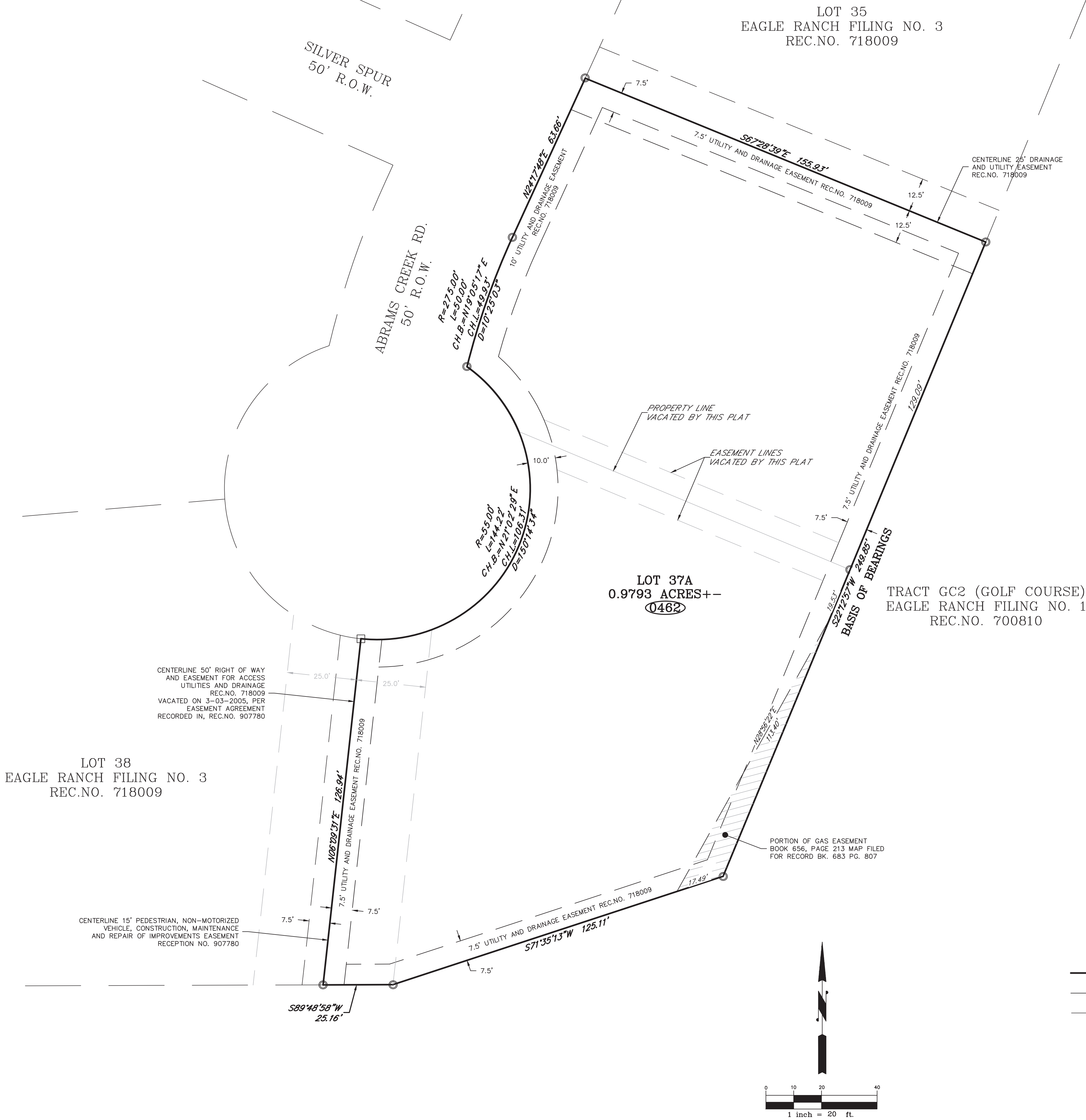
AMENDED FINAL PLAT
Eagle Ranch, Filing No. 3
A Consolidation of Lot 36 and Lot 37
Town of Eagle, County of Eagle, State of Colorado

JOB NO.: 211050	DATE: 03-09-2022
SHEET 2 OF 2	DWG NAME: 211050-L36-37 ER F3 AFP

KIPP LAND SURVEYING

RANDY KIPP P.L.S.
P.O. Box 3154
Eagle, CO 81631
(970) 390-9540
email: randy@kipplandsurveying.com
web: kipplandsurveying.com

AMENDED FINAL PLAT
Eagle Ranch, Filing No. 3
A Consolidation of Lot 36 and Lot 37
Town of Eagle, County of Eagle, State of Colorado



- LEGEND:**
- DENOTES BOUNDARY LINE
 - - - - - DENOTES EASEMENT LINE
 - DENOTES ADJOINING PROPERTY LINES
 - DENOTES FOUND SURVEY MONUMENT—
1.5" ALUMINUM CAP ON #5 REBAR
LS #26967 — ACCEPTED
 - DENOTES SET SURVEY MONUMENT—
2" ALUMINUM CAP ON #5 REBAR
LS #38079

AMENDED FINAL PLAT
Eagle Ranch, Filing No. 3
A Consolidation of Lot 36 and Lot 37
Town of Eagle, County of Eagle, State of Colorado

JOB NO.: 211050	DATE: 03-09-2022
SHEET 2 OF 2	DWG NAME: 211050-L36-37 ER F3 AFP

KIPP LAND SURVEYING

RANDY KIPP P.L.S.
P.O. Box 3154
Eagle, CO 81631
(970) 390-9540
email: randy@kipplandsurveying.com
web: kipplandsurveying.com



MEETING MINUTES
Planning & Zoning Commission
Tuesday, May 17, 2022, 6:00 PM
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO 81631

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

PUBLIC WIFI – Eagle Guest

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This was an in-person meeting with access for the public to attend via Microsoft Teams.

6:00 PM – REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:02 PM.

1. New Member Oath, Keith Klesner
2. New Member Oath, Jennifer Filipowski

COMMISSIONERS PRESENT

Matt Hood, Keegan Winkeller,
Charlie Perkins, Jesse Gregg,
Bill Nutkins, Keith Klesner,
Jennifer Filipowski, Kyle Hoiland

STAFF

Chad Phillips – Community Development Director
Dennis Wike – Town Engineer
Peyton Heitzman – Planner II
Nikki Davis - Administrative Tech II

COMMISSIONERS ABSENT

None

APPROVAL OF MINUTES

1. Minutes dated April 5, 2022

The April 5, 2022 minutes were approved without change.

PUBLIC COMMENT

Public comment opened at 6:06 PM.

Jessica Von Stralendorff, 440 Washington St. – Von Stralendorff had a question on code enforcement. Her neighbor located at 446 Washington St. has been under construction for several years and there have been many code violations that have not been enforced. Most recently, they built a 6 ft. tall fence without a permit and Von Stralendorff was advised by the Town to hire an attorney to help resolve the disputes. Von Stralendorff was questioning why her attorney is responsible for enforcing the Town's code. Phillips responded that he would follow up with her separately.

Public comment closed at 6:08 PM.

PUBLIC HEARINGS

1. Project: Drever Lot Line Adjustment
File #: LLA22-04
Applicant: Brent Drever represented by Brennen Fitzgerald
Location: 462 & 438 Abrams Creek Drive
Staff Contact: Peyton Heitzman, Planner II
Request: To vacate the lot line between lots 36 & 37, consolidating two lots into one lot.

Staff Presentation

There is a single-family home located on 462 Abrams Creek Drive (lot 37), while lot 36 to the north is vacant. With the consolidation, the lot line and easements running between the two properties will be vacated with the final plat. Staff reviewed the proposed final plat against the Town's subdivision standards determining it complies with those standards. Staff included that after consolidation, the land use will remain the same and that use is consistent with the Future Land Use Map and Comprehensive Plan. To conclude, staff recommended approval with three conditions.

The applicant has spoken with the Eagle Ranch Design Review Board (DRB). The recently amended Eagle Ranch Planned Unit Development (PUD) Guide does allow for lot consolidations.

Q & A

Hoiland asked if the property owner wants to build another structure, can they push it away from the house? Nutkins explained that Eagle Ranch's design guidelines prohibit the expansion of an established building envelope after combining two lots. Wike added the property owner intends to build a garage on the second lot.

Heitzman added the Town does not have standards that would prevent the property owner from constructing an accessory structure on that second lot, however, staff is unsure of Eagle Ranch's requirements.

Wike explained that utilities for the accessory structure must be linked to the primary structure on the property. There can only be one connection for water and sewer. Any other service lines will need to be abandoned and closed but can stay in the ground.

Public Comment

There was no public comment.

Discussion

Winkeller asked to clarify the condition of addressing technical comments within 30 days. Heitzman replied it is 30 days from resolution approval, which is signed by Town Council.

MOTION: PERKINS MOTIONED TO APPROVED FILE # LLA22-04, DREVER LOT LINE ADJUSTMENT, WITH THE FOLLOWING CONDITIONS:

- 1. WITHIN 30 DAYS OF THE DATE OF THIS RESOLUTION AND PRIOR TO THE RECORDATION OF THE PLAT DEPICTING THE LOT LINE ADJUSTMENT, OWNERS SHALL MAKE TECHNICAL CORRECTIONS TO THE APPLICATION DOCUMENTS AS DIRECTED BY TOWN STAFF. THE TOWN PLANNER MAY GRANT ONE ADMINISTRATIVE EXTENSION OF THIS DEADLINE OF UP TO 30 DAYS, UPON GOOD CAUSE SHOWN. ANY FURTHER EXTENSION MUST BE AUTHORIZED BY THE TOWN COUNCIL.**
- 2. WITHIN 30 DAYS OF THE DATE OF THIS RESOLUTION, OWNERS SHALL VERIFY THAT NO UTILITIES EXIST IN THE TWO SIDE YARD EASEMENTS TO BE VACATED. IF UTILITIES EXIST IN EITHER OR BOTH OF THE SIDE YARD EASEMENTS, OWNERS SHALL EITHER REMOVE THE UTILITIES WITH PERMISSION FROM THE APPROPRIATE UTILITY COMPANIES OR RETAIN THE REQUIRED UTILITY EASEMENT ON THE PLAT.**
- 3. WITHIN 180 DAYS OF THE DATE OF THIS RESOLUTION AND PRIOR TO RECORDATION OF THE PLAT DEPICTING THE LOT LINE ADJUSTMENT, OWNERS SHALL DEMONSTRATE TO THE TOWN THAT THE WATER AND SEWER SERVICE TO LOT 36 HAS BEEN PERMANENTLY ABANDONED. THE TOWN PLANNER MAY GRANT ONE ADMINISTRATIVE EXTENSION OF THIS DEADLINE OF UP TO 60 DAYS, UPON GOOD CAUSE SHOWN. ANY FURTHER EXTENSION MUST BE AUTHORIZED BY THE TOWN COUNCIL.**

MOTION WAS SECONDED BY HOILAND AND PASSED UNANIMOUSLY.

Hood closed file # LLA22-04.

- | | |
|----------------|---|
| Project: | Mountain Tots Preschool Special Use Permit (WITHDRAWN) |
| File #: | SU22-02 |
| Applicant: | Meghan Wilson, Mountain Tots Preschool |
| Location: | 224 Wall Street |
| Staff Contact: | Tez Hawkins, Senior Planner |
| Request: | To obtain a Special Use Permit (SUP) in order to operate a childcare facility in the Central Business District. |

Staff received an email from the applicant late last week with little explanation on their request to withdraw. This is the second SUP application from Mountain Tots Preschool that has been withdrawn from public hearing.

COMMUNITY DEVELOPMENT DEPARTMENT AND TOWN COUNCIL UPDATE

- Department and Council Update: May 17, 2022

Reminder that there are two Commissioner seats due to expire in July 2022. Staff is requesting that Commissioners re-apply if they wish to serve another term.

The Town's Active Land Use Applications page is a great resource to view upcoming files and project materials, especially for large projects.

A Planning Commission site visit for the upcoming Reserve at Hockett Gulch public hearing is being organized by staff. This will be noticed for the public.

OPEN DISCUSSION

Hood asked if there are any upcoming projects related to the River Corridor Plan, specifically Red Mountain Ranch (RMR). Phillips replied that Merv Lapin has purchased the land back from RED Development. Wike added RMR has a nearly expired Colorado Department of Transportation (CDOT) access permit which is why they are acting on this now. There are planned construction access points off Highway 6. This is an Eagle County project.

The Case Property is under contract. Staff has had preliminary meetings with the purchaser.

The construction fencing at 410 Broadway encroaches onto on-street parking. Wike confirmed the developer cannot use Broadway as a loading/unloading area which is why they expanded the fence perimeter. There is also an escrow deposit in case there is damage to the public right-of-way (ROW).

ADJOURN

MOTION: NUTKINS MOTIONED TO ADJOURN. MOTION WAS SECONDED BY GREGG AND PASSED UNANIMOUSLY.

MEETING ADJOURNED AT 6:35 PM.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 42
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A LOT LINE ADJUSTMENT FOR LOTS 36 AND 37, EAGLE RANCH FILING
NO. 3

WHEREAS, Brent Drever and Carolyn Drever ("Owners") own the real property described as Lot 36, Block 3, Eagle Ranch Filing No. 3 and Lot 37, Block 3, Eagle Ranch Filing No. 3, both located in Eagle, Colorado, also known as 462 Abrams Creek Drive and 438 Abrams Creek Drive;

WHEREAS, Owners filed an Application for a Lot Line Adjustment to vacate the lot line between Lots 36 and 37 (the "Application");

WHEREAS, on May 17, 2022, the Planning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the Application with conditions; and

WHEREAS, on May 24, 2022, the Town Council held a properly-noticed public hearing on the Application, at which the Applicant, Town staff and the public were provided an opportunity to be heard on the Application.

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

Section 1. Findings. Based on the Application, the recommendation of the Planning Commission, input from Town staff and any public comment received, the Town Council finds that the Lot Line Adjustment complies with the applicable criteria in Section 4.12.040 of the Eagle Municipal Code.

Section 2. Decision. Based on the foregoing findings, the Council approves the Lot Line Adjustment, subject to the following conditions:

- a. Within 30 days of the date of this Resolution and prior to recordation of the plat depicting the Lot Line Adjustment, Owners shall make technical corrections to the Application documents as directed by Town staff. The Town Planner may grant one administrative extension of this deadline of up to 30 days, upon good cause shown. Any further extensions must be authorized by the Town Council.
- b. Within 30 days of the date of this Resolution, Owners shall verify that no utilities exist in the two side yard easements to be vacated. If utilities exist in either or both of the side yard easements, Owners shall either remove the utilities with permission from the appropriate utility companies or retain the required utility easements on the plat.

c. Within 180 days of the date of this Resolution and prior to recordation of the plat depicting the Lot Line Adjustment, Owners shall demonstrate to the Town that the water and sewer service to Lot 36 has been permanently abandoned. The Town Planner may grant one administrative extension of this deadline of up to 30 days, upon good cause shown. Any further extensions must be authorized by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 24, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk