



Town Council
Tuesday, September 13, 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](#)

Meeting ID: 233 773 917 062

Passcode: idgkAW

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-770-0416,,507234795#](#) United States, Dallas

Phone Conference ID: 507 234 795#

- **Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees.**
- **When it's your turn to speak, 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. Your Hope Center - Carrie Benway (Executive Director)

2. Safe Parking Pilot Program, David Ramsay

CONSENT AGENDA - 6:30 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 - August 23, 2022
2. Bill Pay - August 2022
3. Resolution 74, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing the Release of Payment of Pay Applications # and #2 to 360 Paving, LLC"

STAFF REPORTS - 6:35 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update for August 2022
3. 2019 - 2021 Town of Eagle Fiscal Health Analysis

BUSINESS ITEMS - 6:45 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: File #LURA22-07 Code Amendment to Section 4.13.240 - Assurance for Completion of Public Improvements
 - a. Ordinance 15, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 4.13.240 of the Eagle Municipal Code, Regarding Assurances for Completion of Public Improvements"
2. PUBLIC HEARING: File #LURA22-06 Code Amendment to Section 4.12.040 - Lot Line Adjustment
 - a. Ordinance 16, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 4.12.040.E. of the Eagle Municipal Code, Regarding Lot Line Adjustments"
3. PUBLIC HEARING: File #DR21-02 Major Development Permit for Reserve at Hockett Gulch (continued from August 23, 2022)
 - a. Resolution 76, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Major Development Permit, Preliminary Plan, Final Plat, and Associated Development Agreement for Portion of Reserve at Hockett Gulch"

EXECUTIVE SESSION - 7:30 PM

1. Executive Session pursuant to C.R.S. §24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators on the topic of a predevelopment agreements between the Town of Eagle, Eagle Meadows Colorado, LLC and Red Mountain Ranch Partnership LLLP.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:45 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 7:50 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



Eagle Town Council

September 13, 2022

MISSION

In collaboration with our community partners, Your Hope Center connects individuals in need to immediate clinical support to promote stability, resiliency, and hope.

VALUES

Your Hope Center is an inclusive, professional agency that values and respects clients, families, community partners and employees. We recognize the infinite worth of every individual, and we are honored to serve all community members.

YourHopeCenter.org

HISTORY

A visionary team founded Aspen Hope Center in 2010 based on a needs assessment by the University of Colorado's Helen and Arthur E. Johnson Depression Center. In 2018, our community asked Aspen Hope Center to provide crisis co-response and school-based clinicians in Eagle County. The model evolved to meet the needs of our community, with Your Hope Center spinning off as an independent 501(c)(3) in January 2021. We provide school-based clinicians in 18 schools and crisis co-response in the field, jail, and hospital, as well as intensive outpatient care through our Community Stabilization Program (CSP).

PROGRAMS

24/7 Mobile Crisis Co-Response
School-Based Therapeutic Services
Community Stabilization Program

All services are provided free of charge.



24/7 Mobile Crisis Co-Response Program

Licensed clinicians answer calls to Your Hope Center's crisis line 24 hours a day, 7 days a week, 365 days a year. When an emotional crisis happens at home, or in the community, at any time of day or night, Your Hope Center's crisis clinician evaluates the caller's needs and will respond in-person (with Community Paramedics and Law Enforcement) to conduct a behavioral health evaluation and provide any needed referrals for a continuum of care. The crisis team also provides evaluations at Vail Health (after hours) and at the Eagle County Detention Center.

Positive Impact in 2021:

963 Documented Crisis Calls
399 Evaluations

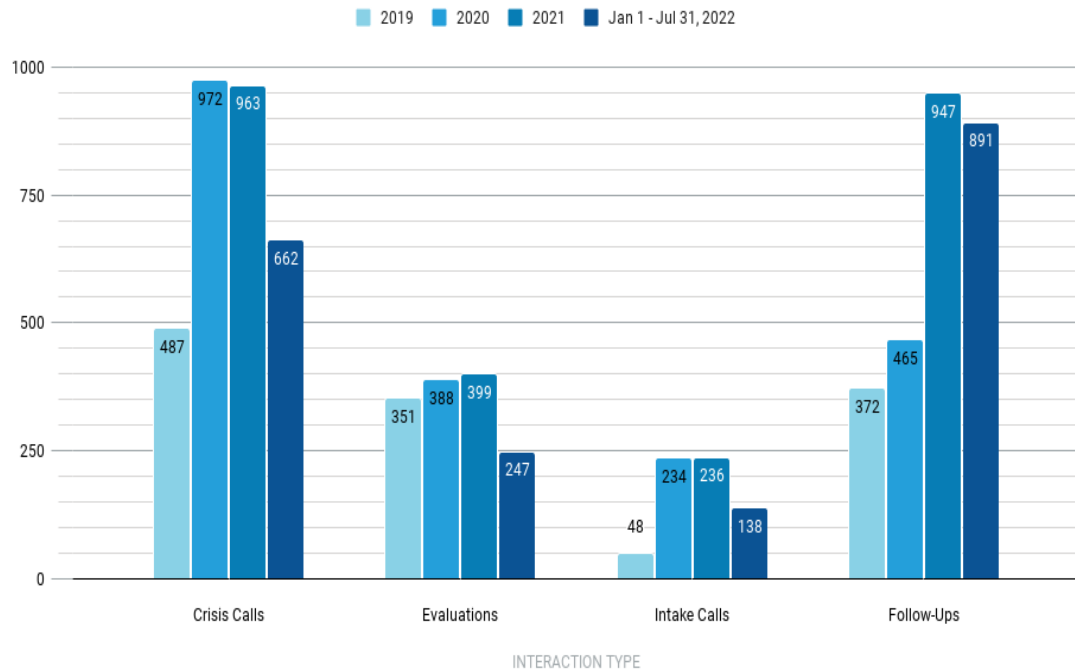
75% of the individuals evaluated in the community were able to remain at home with a safety plan and were not transported to Vail Health's Emergency Department.

24/7 Mobile Crisis Co-Response Program

YourHopeCenter.org

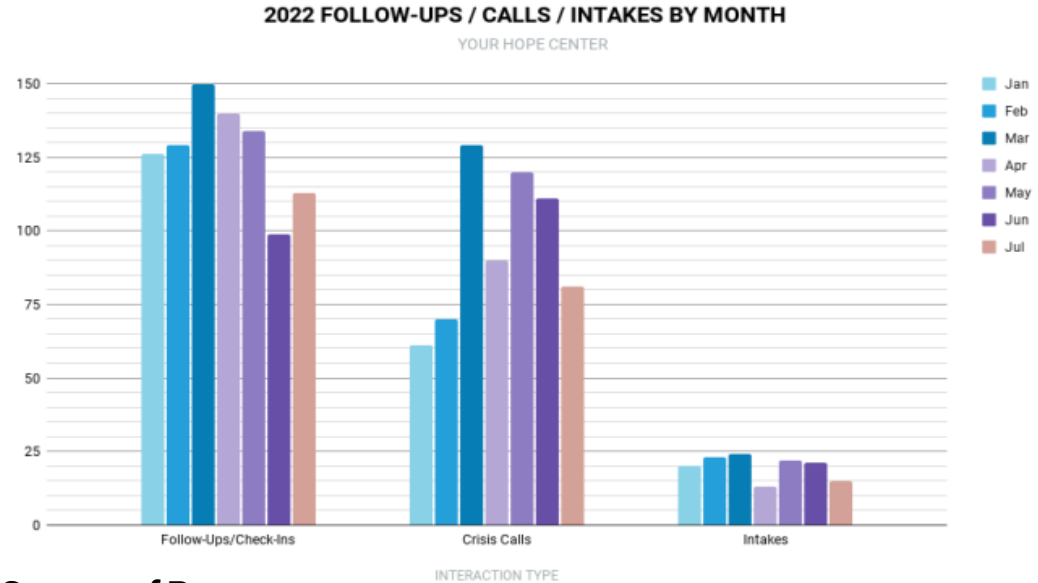
2019-2022 MOBILE CRISIS CO-RESPONSE

YOUR HOPE CENTER



24/7 Mobile Crisis Co-Response Program

YourHopeCenter.org

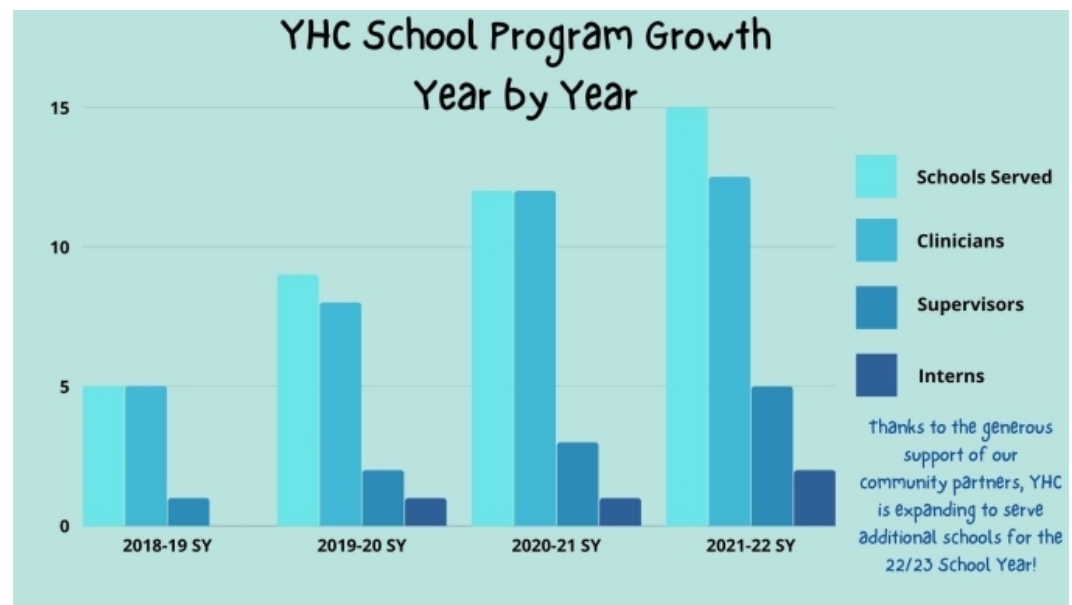


Sources of Revenue:

Avon Police Department
Behavioral Health Administration (BHA)
Eagle County / 1A Tax Revenue
Eagle Valley Behavioral Health
Rocky Mountain Health Plans
Town of Vail/ BHA Grant
Vail Health
Vail Police Department
Vail Valley Cares



School-Based Program



During the 2022/2023 school year, 15 school-based clinicians and two masters level interns, and one doctoral level intern are providing free clinical behavioral health support in 18 schools, assuaging fears about expense, decreasing stigma, removing transportation issues, and allowing our many hourly-wage parents to remain at work.

Your Hope Center provides weekly supervision to provisionally licensed clinicians and masters level interns.



Statistics for All Schools-21/22 School Year

August 2021-June 2022

803 total
Students
Served

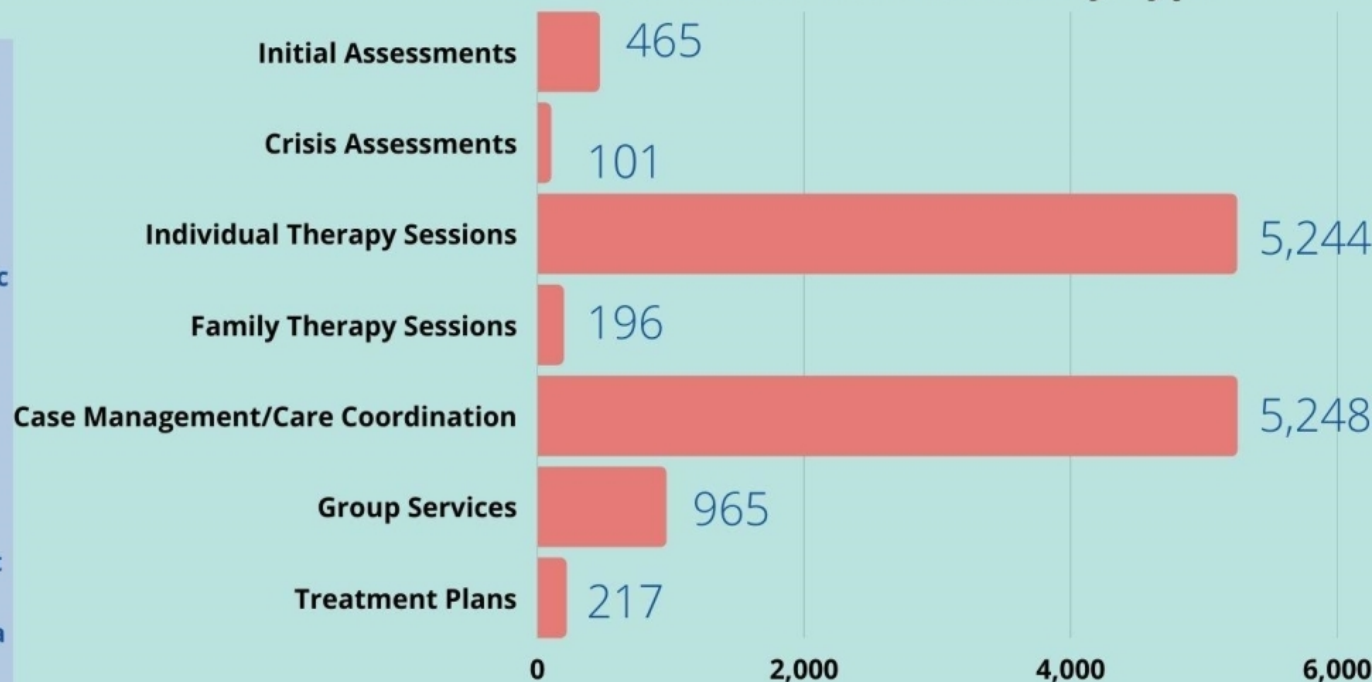
Total Student Interactions: 12,436



Types:

- Initial Assessment: Intake appointment for a new student, used to gather information about presenting concerns.
- Crisis Assessment: Student who is in need of immediate support.
- Individual Therapy Sessions: Therapeutic support session for an individual student.
- Family Therapy Sessions: Therapeutic support along with one or more family member.
- Case Management/Care Coordination: Additional support that is provided to ensure all needs are being met for client and family.
- Group Services: Therapeutic support in a group setting.
- Treatment Plan: Goals for therapy.

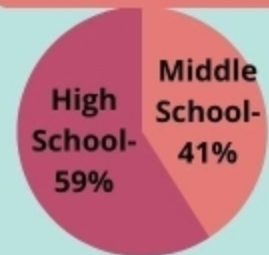
Student Interactions by Type



YHC Student Survey Results

83 Participants

Administered in April/May, 2022 to all
Middle and High School Students Engaged in Services



Question 1: My values and beliefs for my care were respected. I participated in the decisions about my goals and treatment.

83%
Agreed or
Strongly
Agreed

Question 2: During my therapy visits by therapist listened carefully and understood my concerns.

96%
Agreed or
Strongly
Agreed

Question 3: I am satisfied with the quality of my therapy care and feel that my therapist has helped me develop coping skills to manage my struggles.

89%
Agreed or
Strongly
Agreed

Question 4: I will reach out to YHC again if I need support in the future.

86%
Agreed or
Strongly
Agreed

Question 5: I would recommend YHC to a friend in need of support.

87%
Agreed or
Strongly
Agreed

2022/2023 School Year Partners

Avon Elementary School
Battle Mountain High School
Berry Creek Middle School
Brush Creek Elementary School
Eagle County Charter School
Eagle Valley Elementary School
Eagle Valley High School
Eagle Valley Middle School
Edwards Elementary School
Gypsum Creek Middle School
Gypsum Elementary School
Homestake Peak School
Red Canyon High School
Red Hill Elementary School
Red Canyon High School
Red Sandstone Elementary School
Stone Creek Charter School
Vail Ski & Snowboard Academy

YourHopeCenter.org

Sources of Revenue:

Behavioral Health Administration
Eagle County/ 1A Tax Revenue
Eagle Valley Behavioral Health
Eagle County School District
Stone Creek Charter School
Vail Health Foundation Philanthropy
Grants:
1st Bank
Colorado Trust
Harbourton Foundation
Slifer Smith & Frampton Foundation
Quest Foundation
Rocky Mountain Health Foundation
Town of Avon Community Fund

As of July 1st, 2022, Your Hope Center began billing for Medicaid reimbursement. All Medicaid revenue received from 7/1/22-12/31/23, will be held in an operating reserve fund to prepare for changes at the state level in 2024.



Your Hope Center

Community Stabilization Program

Your Hope Center developed and launched a Community Stabilization Program in November of 2021.

This program provides comprehensive, individualized wrap-around services to those most at risk individuals. These services are intended to prevent psychiatric hospitalization and keep individuals at home in their natural environment in the community while they stabilize and heal through a set of diligently followed protocols to ensure their safety. This program is supporting an average of 35 clients per month. To date, approximately 35% of these clients are under the age of 18.

Inspire Hope.

Thank You.

Your Hope Center Proposed FY 23 Budget

	FY 22 <u>Projection</u>	Proposed Budget FY 2023
Income		
Community Stabilization Program	\$170,000	\$360,000
Crisis Contract Income	607,956	698,500
EVBH Crisis/Admin Contract Income	346,667	130,000
Grants	187,500	188,000
Individual Donor Donations	515,968	550,000
Non-traditional Programming Income	24,546	18,000
School Contract Income	<u>963,975</u>	<u>1,400,000</u>
Total Income	<u>\$2,816,613</u>	<u>\$3,344,500</u>
Gross Profit		
Expenses		
Accounting Fees	10,825	21,300
Aspen Hope Center	104,237	0
Bank Charges & Fees	112	72
Business Insurance	22,394	28,000
Computers & Office Equipment	1,095	1,200
Crisis Client Expense	718	720
Dues & Subscriptions	641	300
Education/Training	25,072	12,000
EHR Elation System Fees	44,974	84,612
Employee Wellness	9,841	10,000
Housing		
Apartment utilities	1,673	1,800
Hotels - clinicians	1,367	1,800
Rent & Lease	<u>24,230</u>	<u>22,320</u>
Total Housing	<u>27,269</u>	<u>25,920</u>
Interpreter costs	3,068	3,600
IT/Consulting	74,647	6,000
Legal Fees	14,545	5,000
Meals & Entertainment	4,383	4,500

Your Hope Center Proposed FY 23 Budget

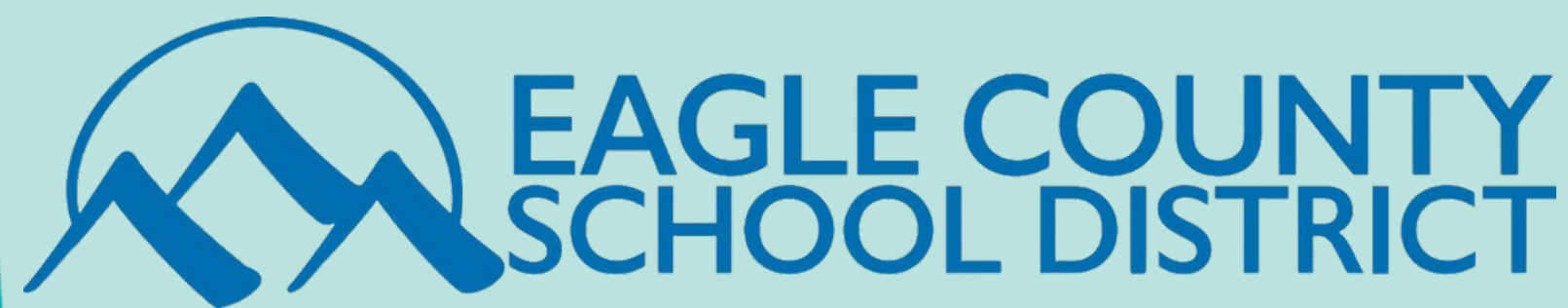
	FY 22	Proposed Budget
	<u>Projection</u>	<u>FY 2023</u>
Meals/meetings - schools	2,733	3,000
Meals/Meetings-crisis	2,883	3,000
Meals/Meetings-CSP	229	3,000
Medicaid Expense	5,000	25,932
Non-traditional Programming	15,731	18,000
Office rent	850	4,200
Office Supplies - Admin	1,643	1,920
Office Supplies - crisis	404	300
Office Supplies - CSP	1,014	600
Office Supplies - Schools	6,964	3,000
Other Business Expenses	1,508	1,800
Payroll and Wages		
Administrative Staff	228,957	0
Bonus	0	0
Clinician Staff - Crisis	462,753	717,189
Clinician Staff - School	945,158	1,211,137
Contract Clinical Professionals	94,074	84,000
CSP Payroll/Contract	106,443	391,989
Medicaid Payroll	0	50,000
EVBH Peer Support Specialist	3,200	3,600
Health Insurance	43,760	54,000
Intern Staff-School	457	68,000
Mileage Reimbursement	27,028	26,400
Payroll & HR Service	22,262	31,048
Payroll Taxes	<u>142,823</u>	<u>214,948</u>
Total Payroll and Wages	<u>\$2,076,916</u>	<u>\$2,852,311</u>
Peer Support Expense	615	0
Postage/Mailing Service	69	150
Puzzle HR	9,000	0
Recruiting Expense	5,009	6,000

Your Hope Center Proposed FY 23 Budget

	FY 22	Proposed
	<u>Projection</u>	<u>Budget</u>
	<u>FY 2023</u>	
Taxes & Licenses	30	50
Telephone/Telecommunications	6,106	6,000
Web Design/Maintenance/Marketing	<u>16,415</u>	<u>20,000</u>
Total Expenses	<u>\$2,496,939</u>	<u>\$3,152,487</u>
Net Operating Income	\$319,674	\$192,013

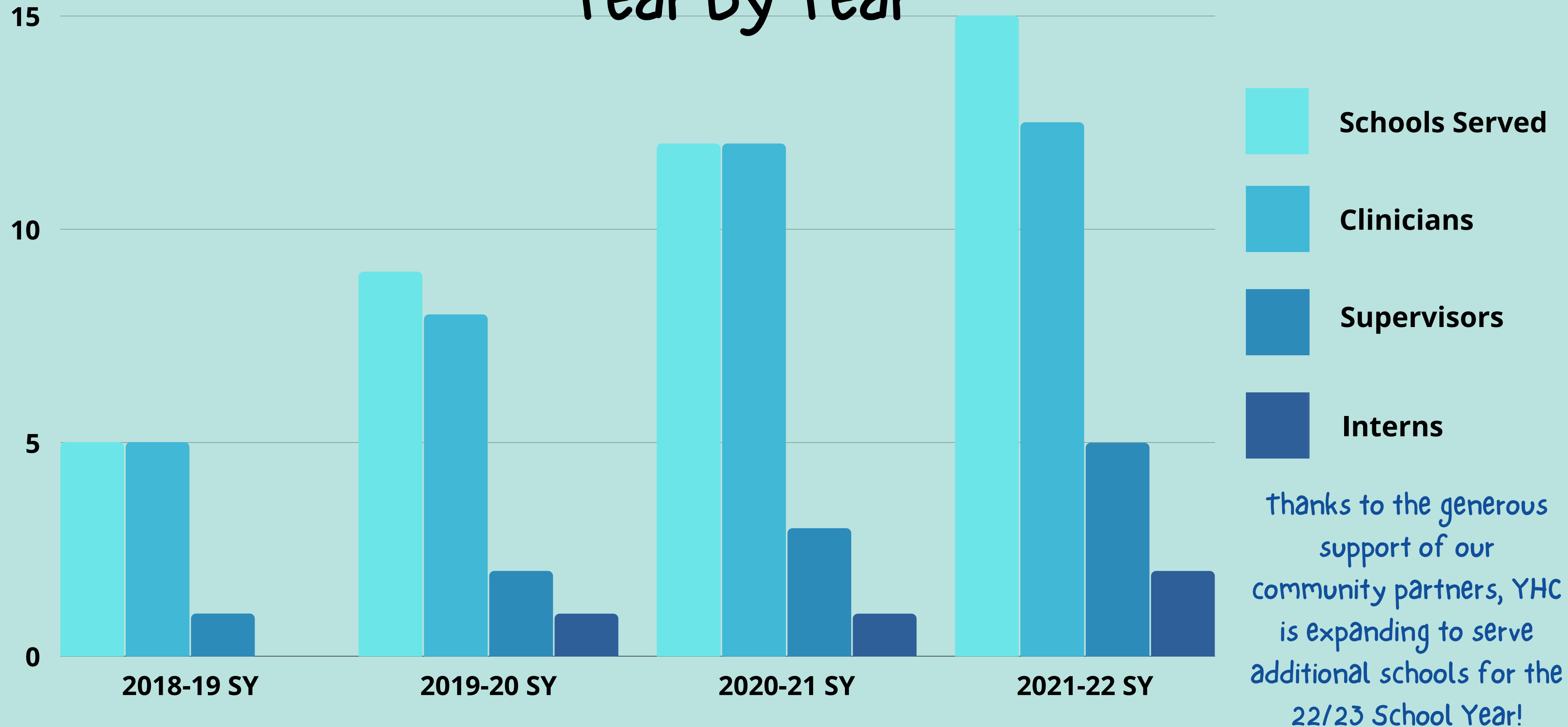


Your Hope Center 2021/2022 Academic School Year



YHC School Program Growth

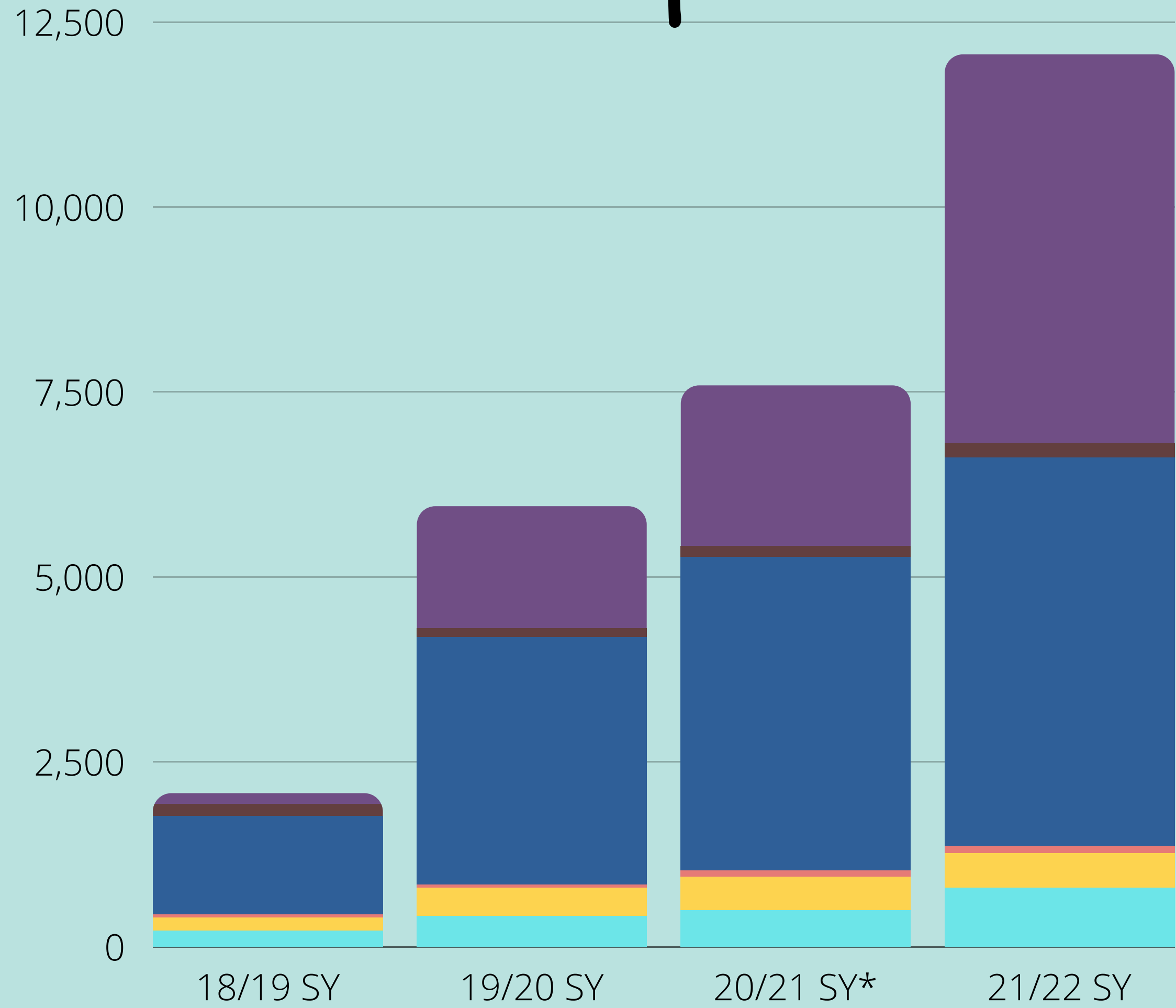
Year by Year



School Year Comparison



Types of Service



*20/21 SY included a hybrid student schedule with: 4 days/week in person for elementary & middle school and 2 days/week in person for high school

School Year Comparison

2018/2019 SY
2019/2020 SY

Students receiving Individual/Family/Crisis Services	221
Students Participating in Group Services	151
Initial Assessments	176
Crisis Assessments	45
Individual Therapy Sessions	1,325
Family Sessions	160
Case Management/Care Coordination	145

Students receiving Individual/Family/Crisis Services	421
Students Participating in Group Services	271
Initial Assessments	378
Crisis Assessments	43
Individual Therapy Sessions	3,345
Family Sessions	121
Case Management/Care Coordination	1,642

School Year Comparison

2020/2021 SY

Students receiving Individual/Family/Crisis Services	500
Students Participating in Group Services	228
Initial Assessments	449
Crisis Assessments	88
Individual Therapy Sessions	4,231
Family Sessions	150
Case Management/Care Coordination	2,165

2021/2022 SY

Students receiving Individual/Family/Crisis Services	803
Students Participating in Group Services	198
Initial Assessments	465
Crisis Assessments	101
Individual Therapy Sessions	5,244
Family Sessions	196
Case Management/Care Coordination	5,248

Statistics for All Schools-21/22 School Year

August 2021- June 2022



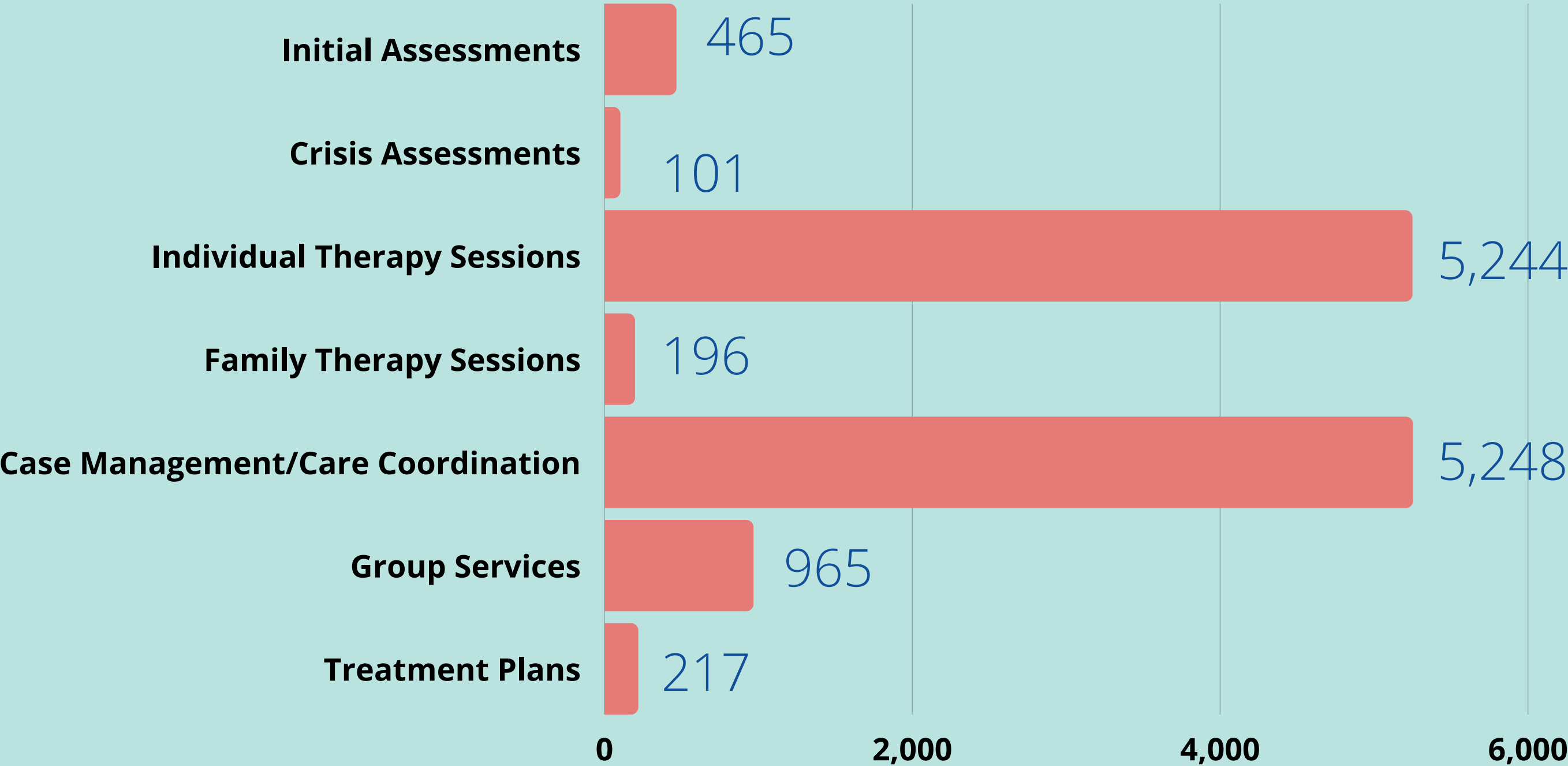
803 total
Students
Served

Total Student Interactions: 12,436

Types:

- Initial Assessment: Intake appointment for a new student, used to gather information about presenting concerns.
- Crisis Assessment: Student who is in need of immediate support.
- Individual Therapy Sessions: Therapeutic support session for an individual student.
- Family Therapy Sessions: Therapeutic support along with one or more family member.
- Case Management/Care Coordination: Additional support that is provided to ensure all needs are being met for client and family.
- Group Services: Therapeutic support in a group setting.
- Treatment Plan: Goals for therapy.

Student Interactions by Type



Statistics for Battle Mountain High School

Total Number of Services: 1,078

Clinician: Melvin Betancourt, LCSW

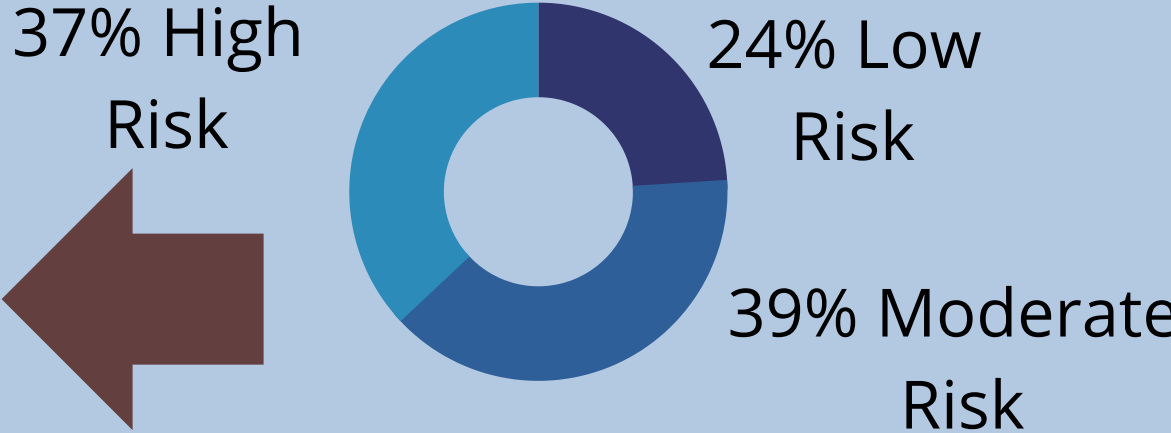
84
Students
Served

Demographics

Gender

61% Females  39% Males 

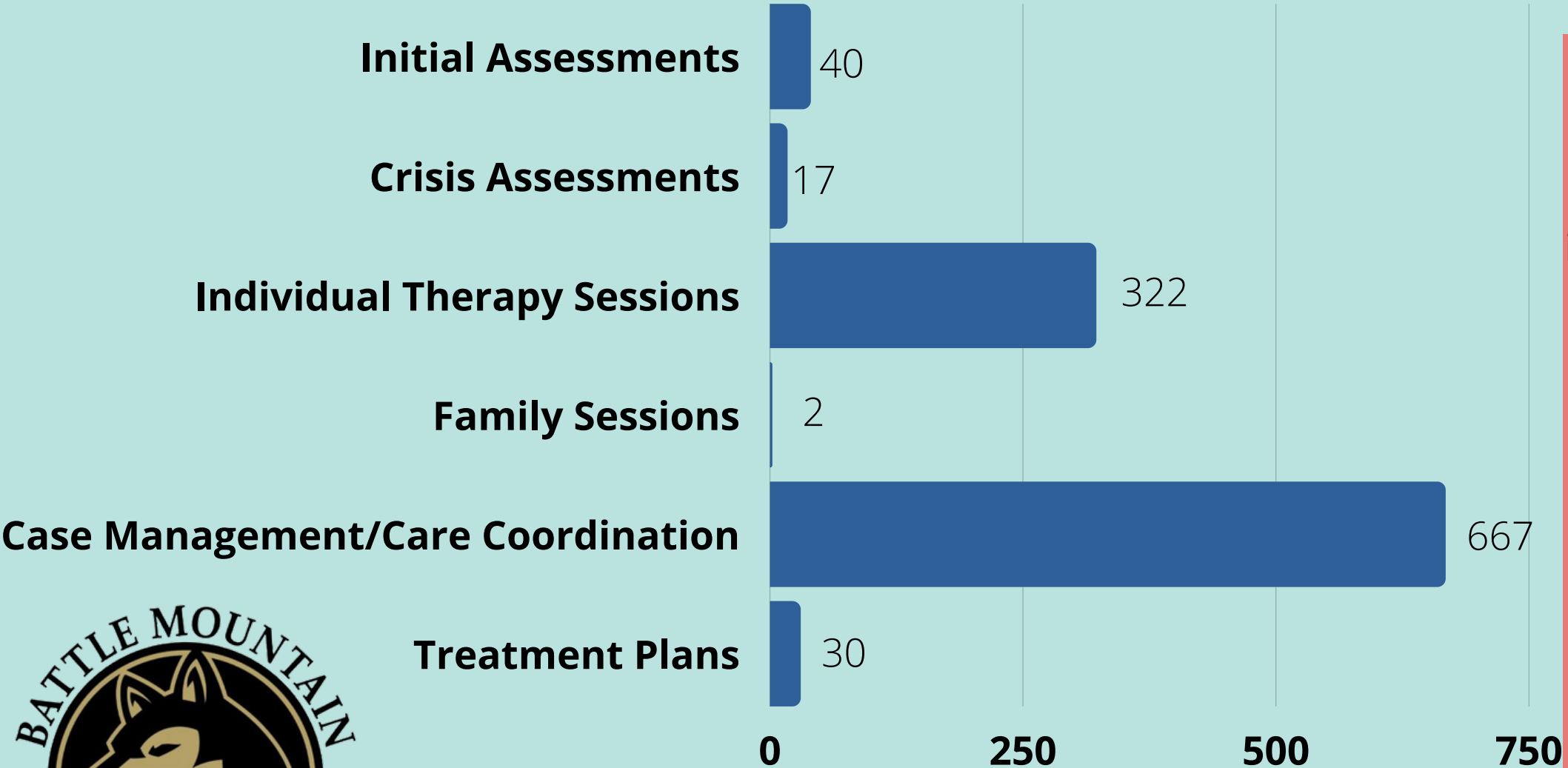
Risk Level



Race/Ethnicity

63% White 32% Hispanic/Latino
2% American Indian/Alaskan Native
1% Asian 2% Declined to Specify

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

Low Risk:
One time support to address presenting concerns

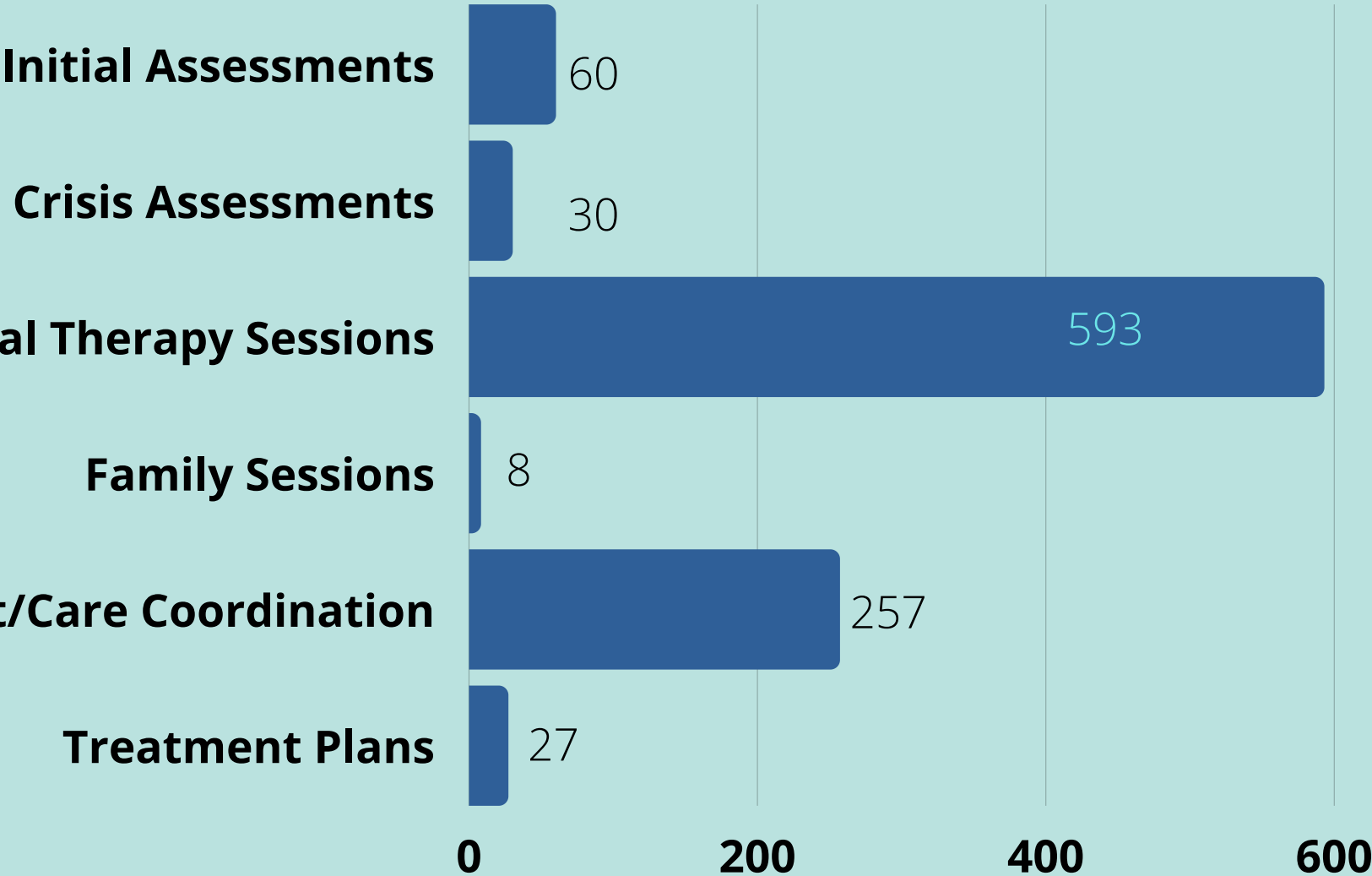


Statistics for Eagle Valley High School

Total Number of Services: 1,034

Clinicians: Jenny Goldstein, LPC,
Anahi Fernandez, LSW, and Carly Dierolf, MSW

Services By Type



95
Students
Served

High Risk:

Client presenting
in crisis/suicidal
ideation is
typically present

Moderate Risk:

Client is in need of
ongoing services
to address mental
health
difficulty/stressors

Low Risk:

One time support
to address
presenting
concerns

Demographics

Gender

66%
Females



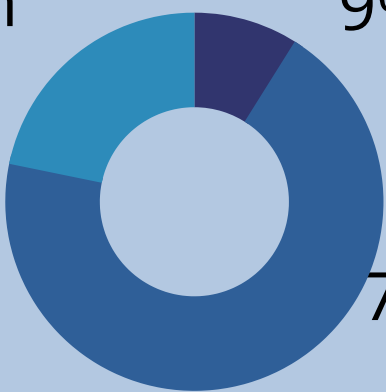
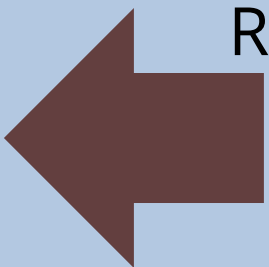
33%
Males



1% Non-
Conforming

Risk Level

21% High
Risk



9% Low
Risk

70% Moderate
Risk

Race/Ethnicity

43% White 45% Hispanic/Latino
9% American Indian/Alaskan Native
3% Declined to Specify



Statistics for Red Canyon High School

total Number of Services: 983

Clinician: Jay Pepitone, LPCC

52
Students
Served

Demographics

Gender

37%
Females

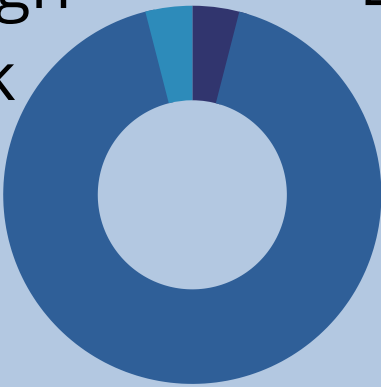


63%
Males



Risk Level

4% High
Risk



4% Low
Risk

92% Moderate
Risk

Race/Ethnicity

44% White 44% Hispanic/Latino
8% American Indian/Alaskan Native
2% Black 2% Declined to Specify

Services By Type

Initial Assessments

22

Crisis Assessments

5

Individual Therapy Sessions

313

Case Management/Care Coordination

388

Treatment Plans

9

Group Services

239

0 100 200 300 400

High Risk:
Client presenting
in crisis/suicidal
ideation is
typically present
Moderate Risk:
Client is in need of
ongoing services
to address mental
health
difficulty/stressors
Low Risk:
One time support
to address
presenting
concerns



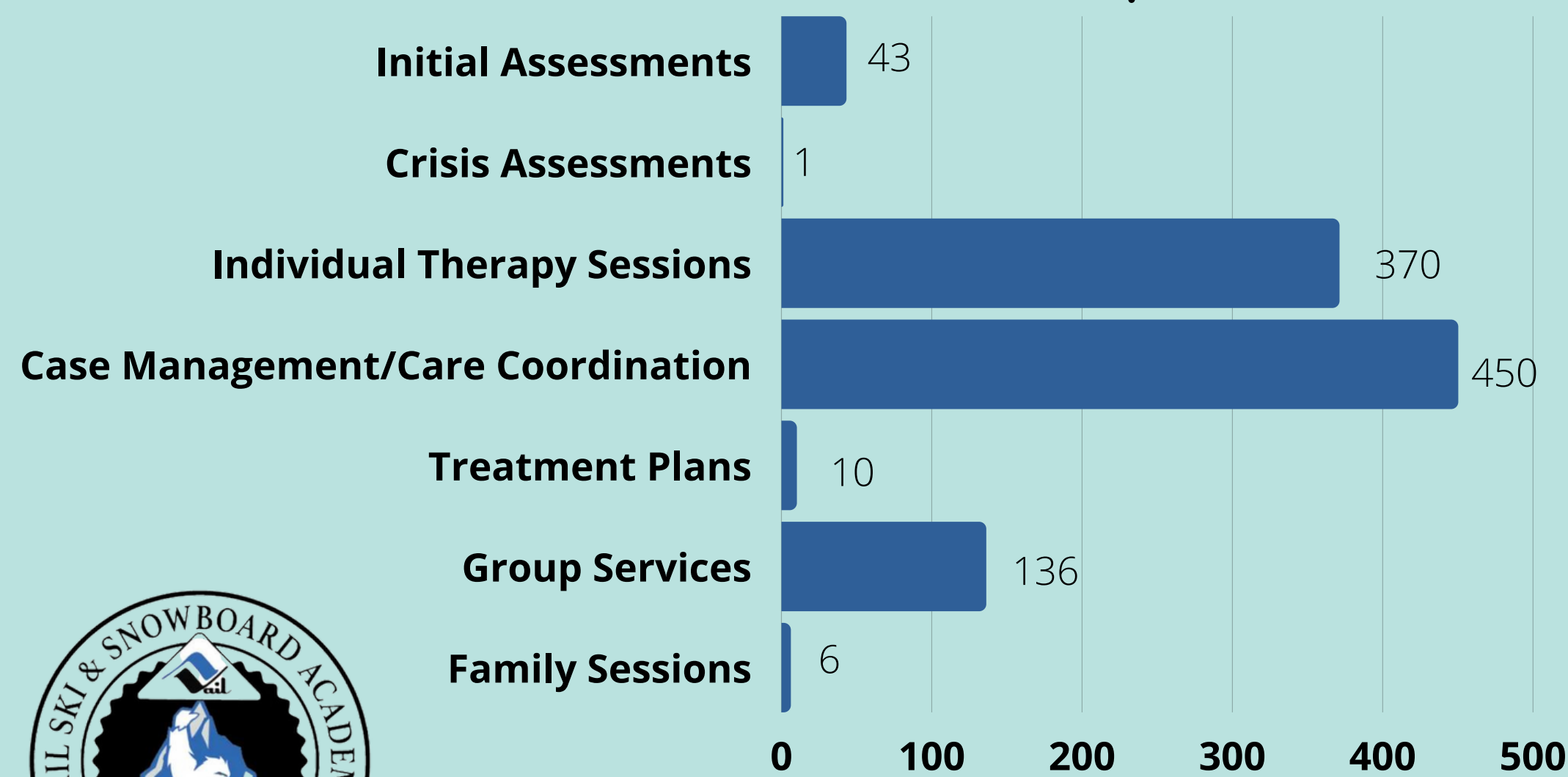
Statistics for Vail Ski & Snowboard Academy

total Number of Services: 1,016

Clinician: Sami Gothberg, LPCC

118
Students
Served

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

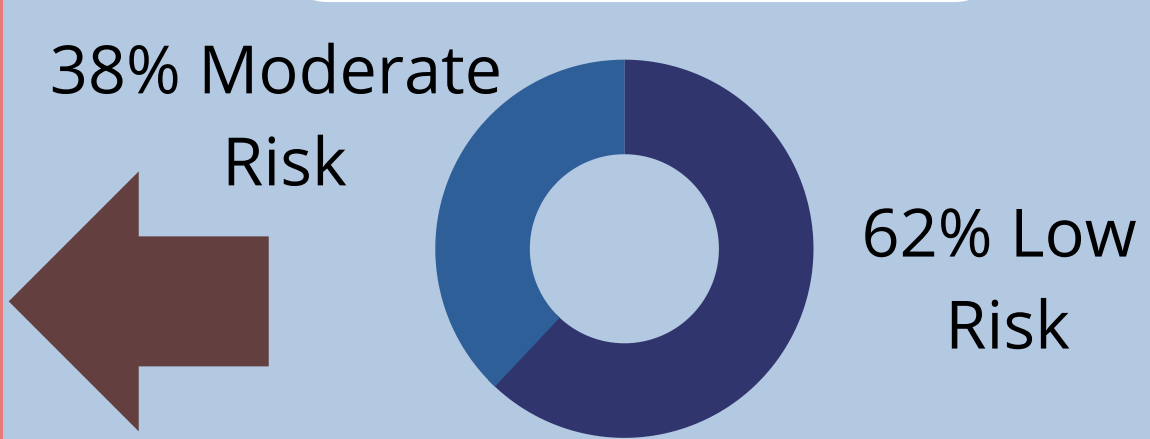
Low Risk:
One time support to address presenting concerns

Demographics

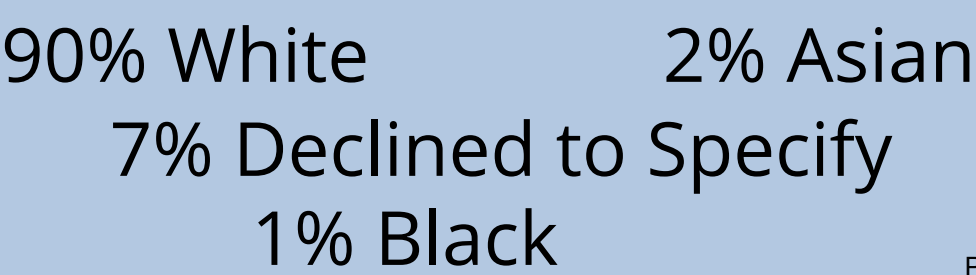
Gender



Risk Level



Race/Ethnicity



Statistics for Berry Creek Middle School

Total Number of Services: 1,002

Clinician: Alexa Maestranzi, LPC

79
Students
Served

Demographics

Gender

57%
Females

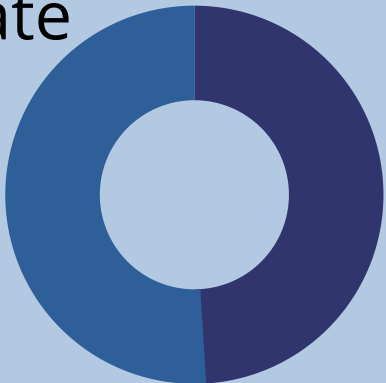
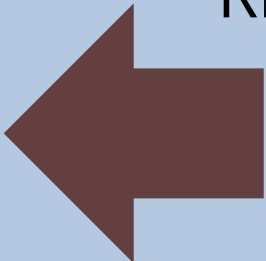


43%
Males



Risk Level

51% Moderate
Risk

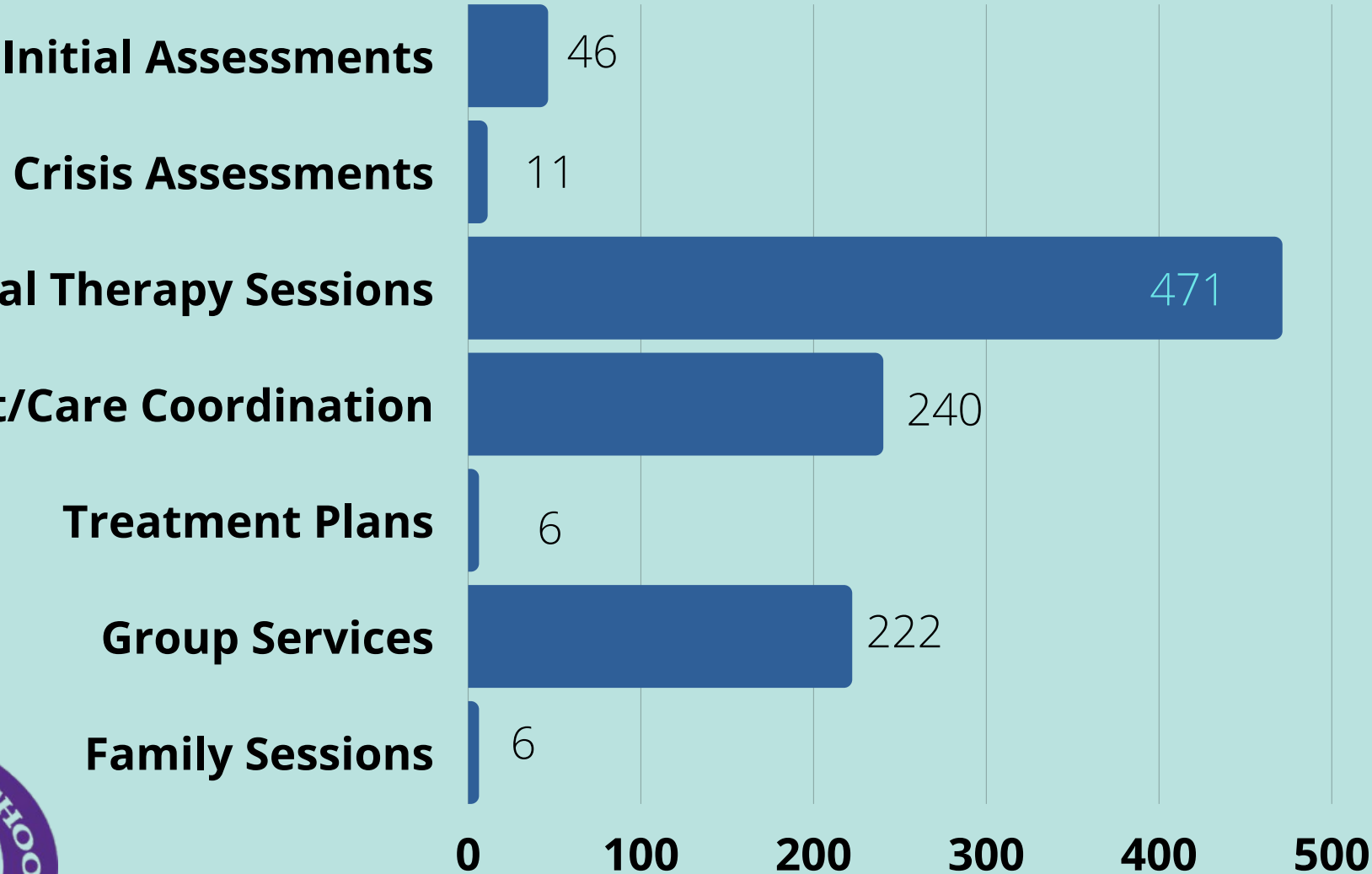


49% Low
Risk

Race/Ethnicity

49% White 42% Hispanic/Latino
5% American Indian/Alaskan Native
3% Black 1% Asian

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

Low Risk:
One time support to address presenting concerns



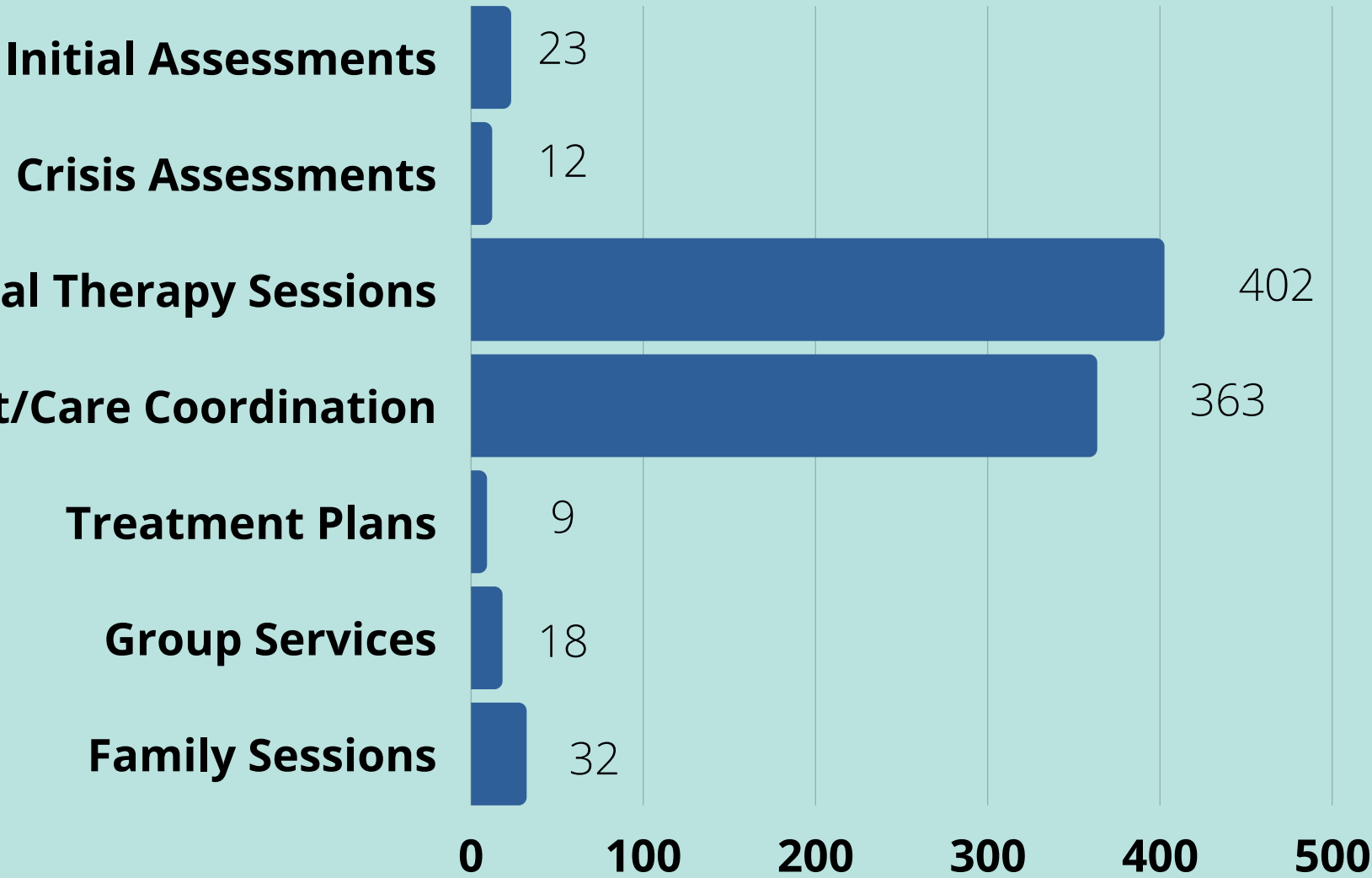
Statistics for Gypsum Creek Middle School

total Number of Services: 859

Clinician: Susan Elliott, LPCC

44
Students
Served

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

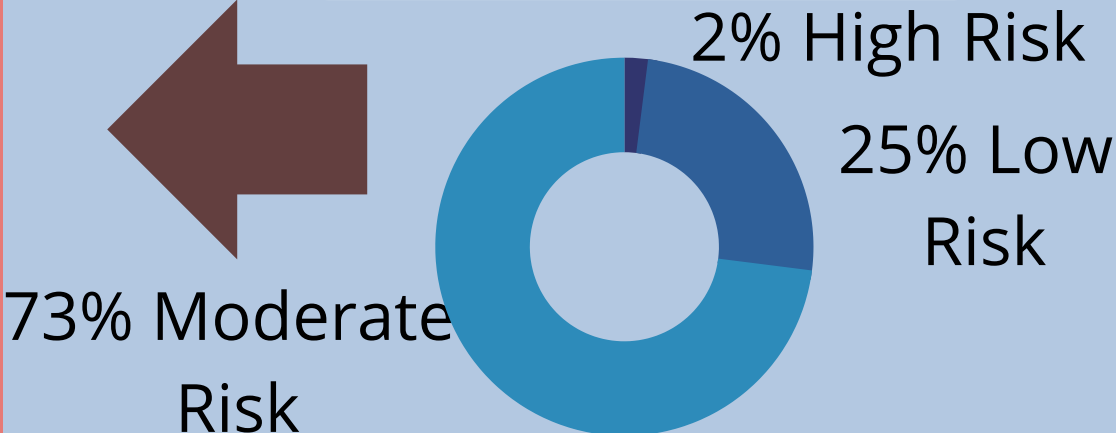
Low Risk:
One time support to address presenting concerns

Demographics

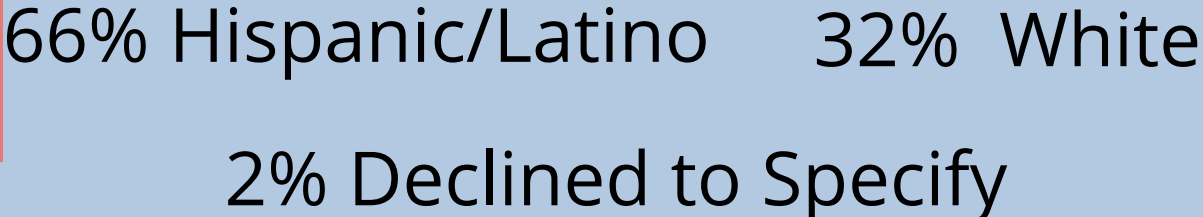
Gender



Risk Level



Race/Ethnicity



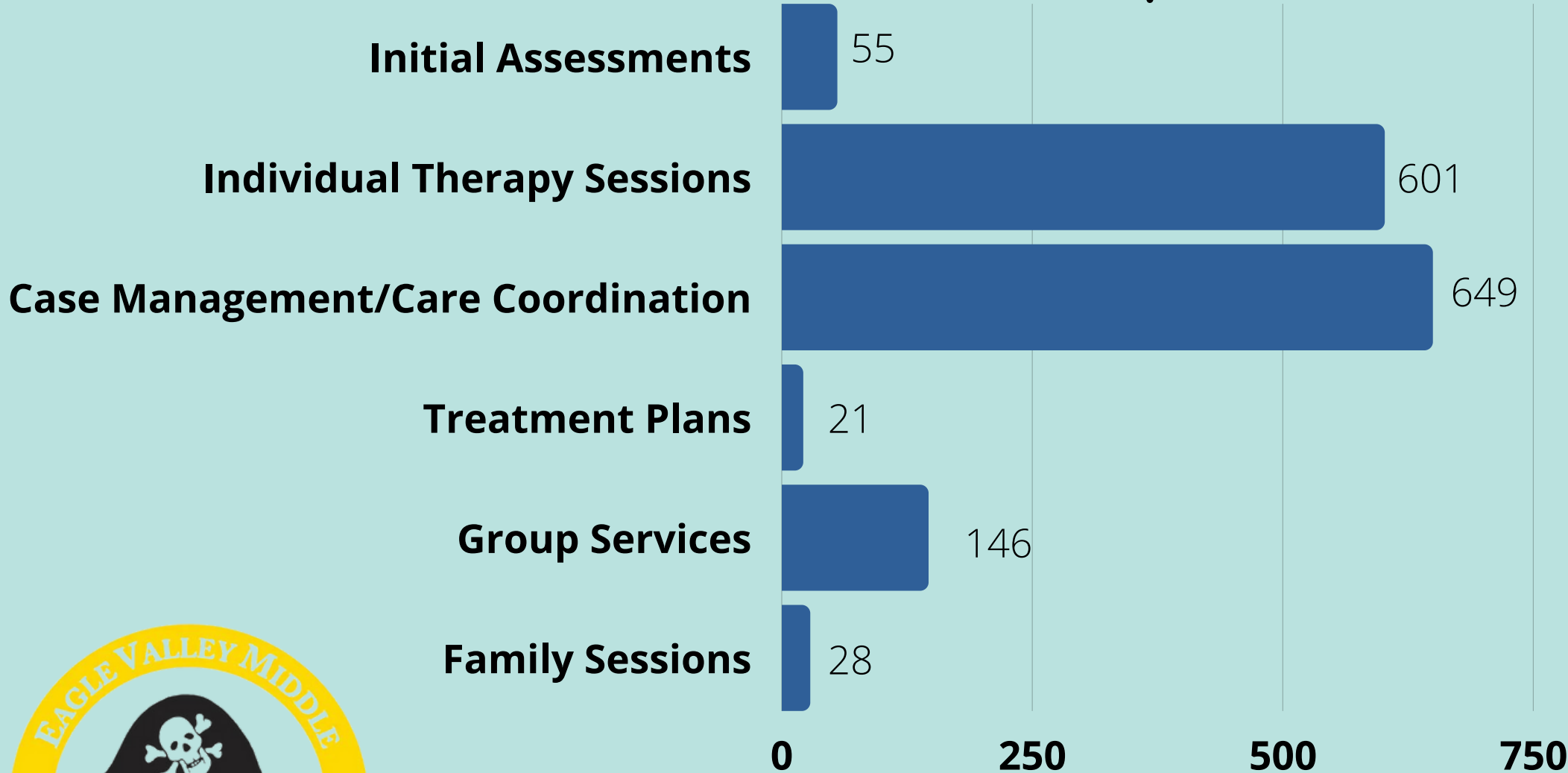
Statistics for Eagle Valley Middle School

Total Number of Services: 1,500

Clinicians: Carly Dierolf, MSW & Hannah Ross, LCSW

62
Students
Served

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

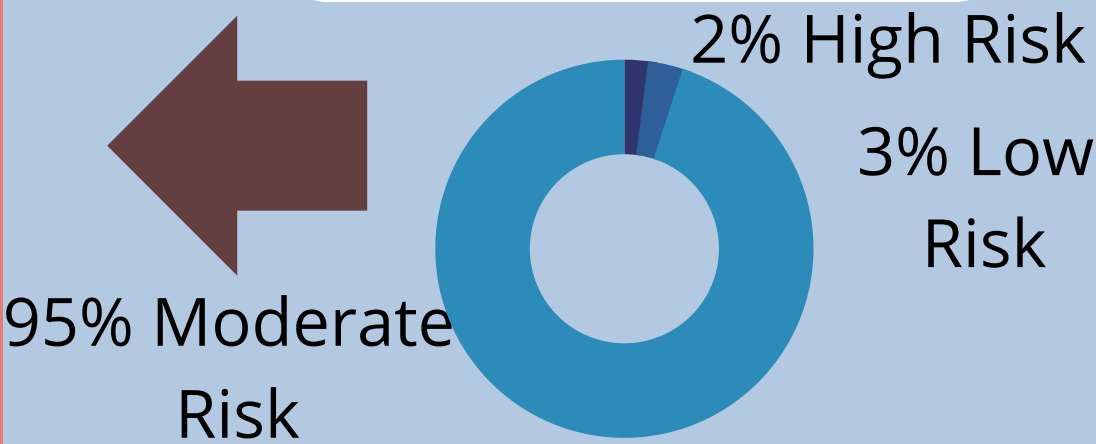
Low Risk:
One time support to address presenting concerns

Demographics

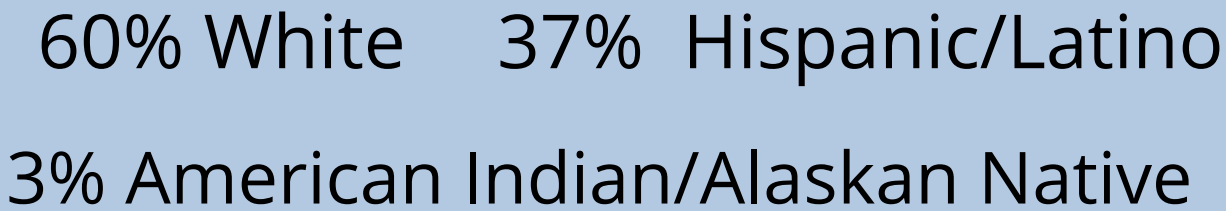
Gender



Risk Level



Race/Ethnicity



Statistics for Homestake Peak School

Total Number of Services: 1,092

Clinician: Cass Armas, LSW

69
Students
Served

Demographics

Gender

54%
Females

46%
Males

Risk Level

4% High
Risk

9% Low
Risk

87% Moderate
Risk

Race/Ethnicity

15% White 80% Hispanic/Latino

5% American Indian/Alaskan Native

Services By Type

Initial Assessments

42

Crisis Assessments

9

Individual Therapy Sessions

417

Case Management/Care Coordination

592

Treatment Plans

1

Group Services

28

Family Sessions

3

High Risk:

Client presenting
in crisis/suicidal
ideation is
typically present

Moderate Risk:

Client is in need of
ongoing services
to address mental
health
difficulty/stressors

Low Risk:

One time support
to address
presenting
concerns



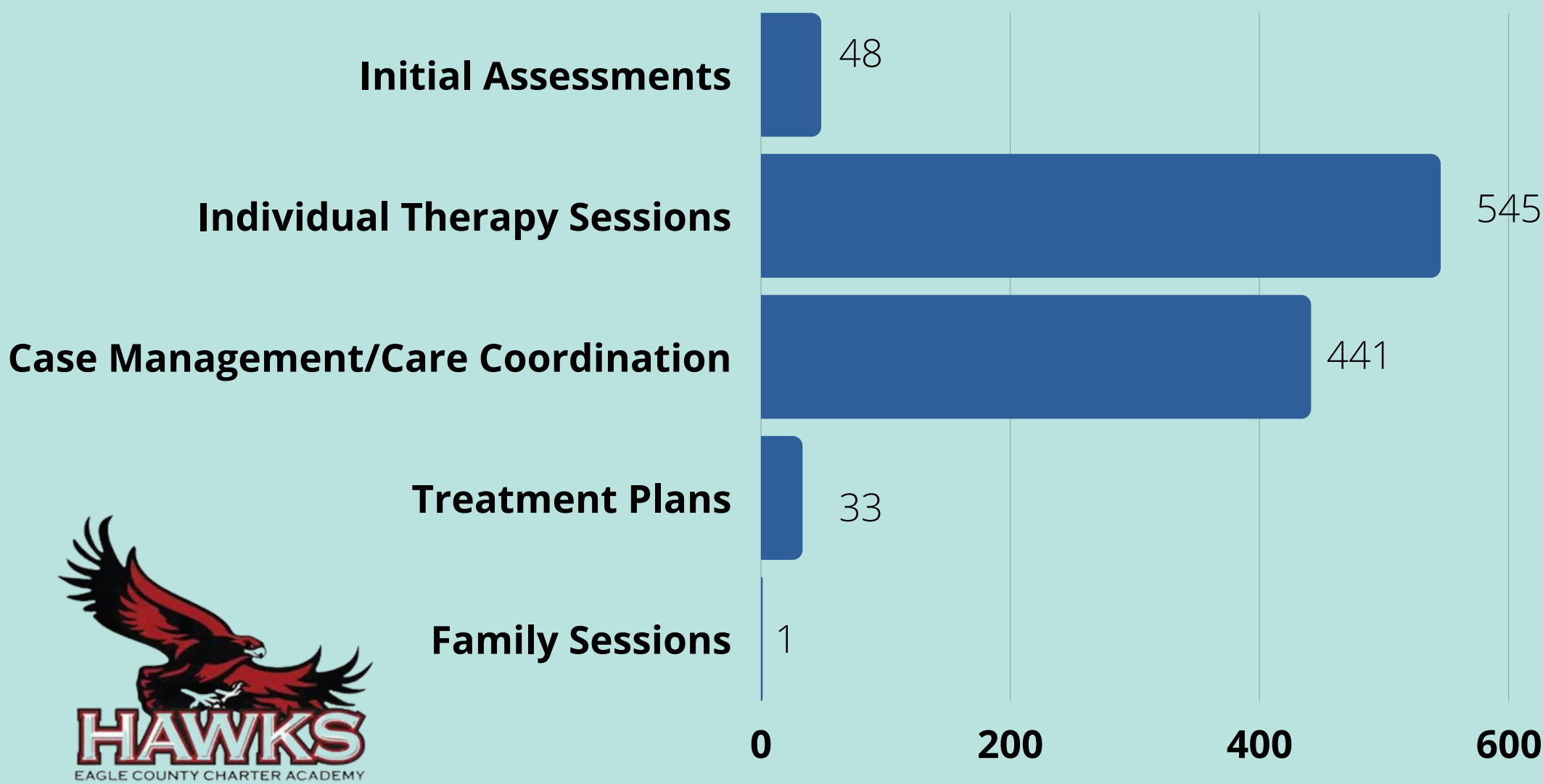
Statistics for Eagle County Charter Academy

Total Number of Services: 1,068

Clinician: Jennifer Kim, LPC

58
Students
Served

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

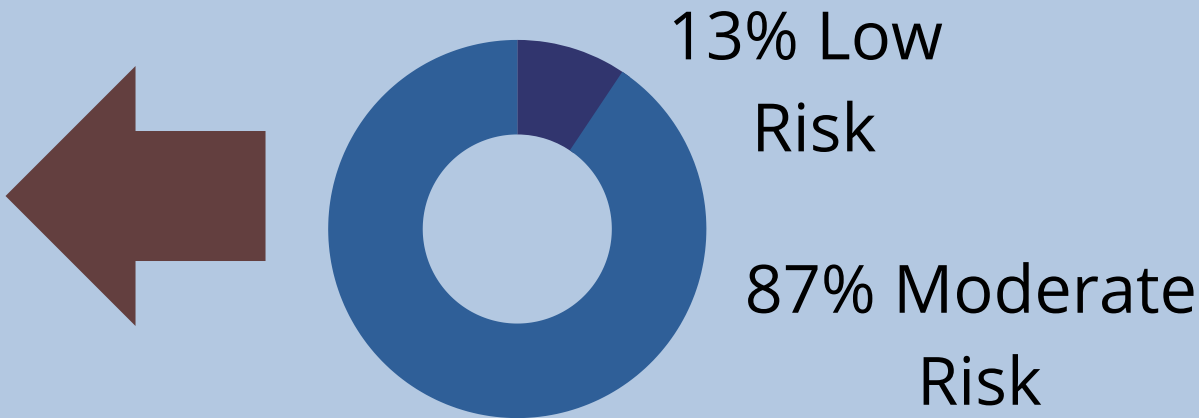
Low Risk:
One time support to address presenting concerns

Demographics

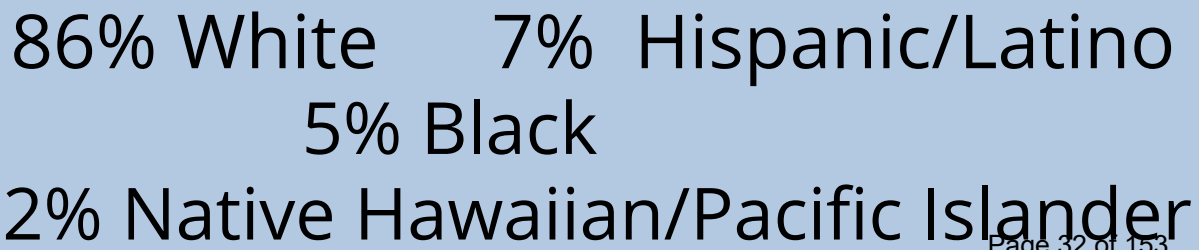
Gender



Risk Level



Race/Ethnicity



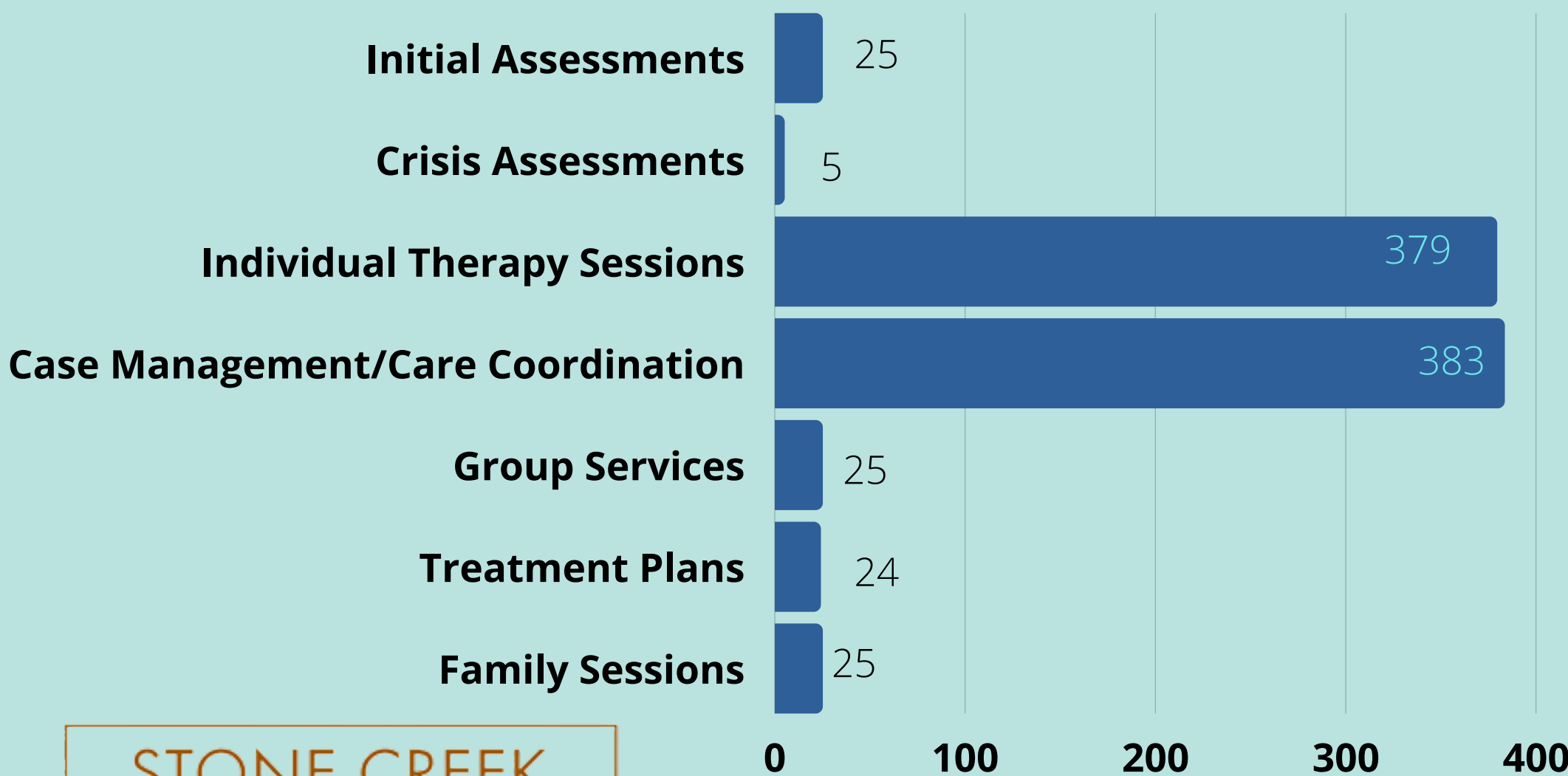
Statistics for Stone Creek Charter School

Total Number of Services: 866

Clinician: Katherine Krenn, LPCC

43
Students
Served

Services By Type



High Risk:

Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:

Client is in need of ongoing services to address mental health difficulty/stressors

Low Risk:

One time support to address presenting concerns

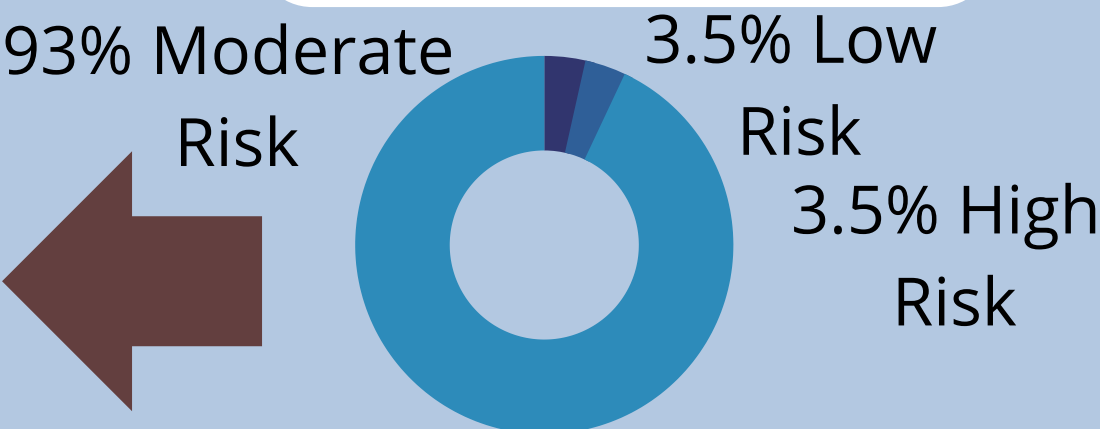
Demographics

Gender

56%
Females

44%
Males

Risk Level



Race/Ethnicity

74% White 21% Hispanic/Latino
5% Declined to Specify

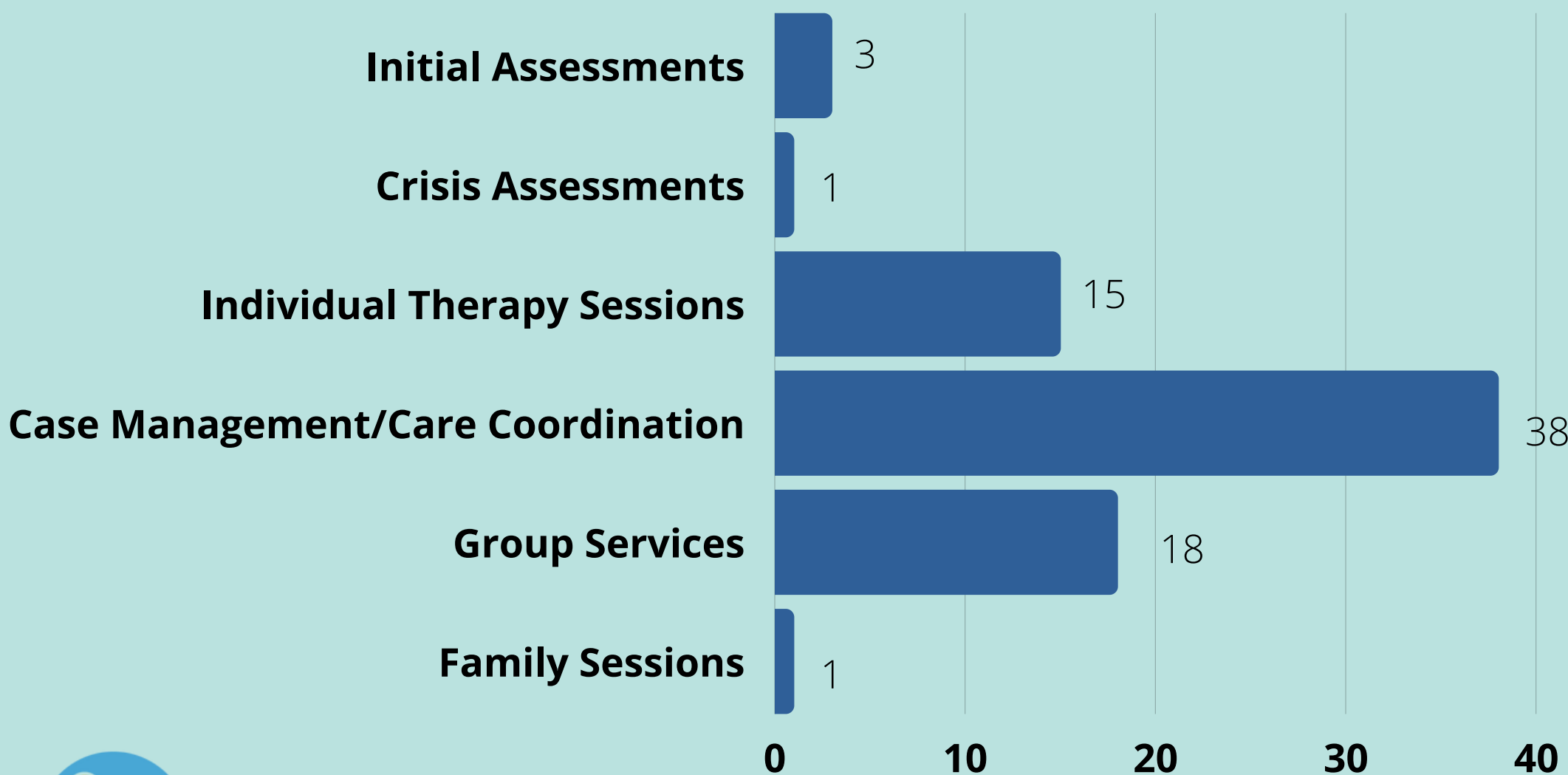
Statistics for Zealous Schools

Total Number of Services: 76

Clinicians: Jay Pepitone, LPCC & Amy Boggs, LPCC

13
Students
Served

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

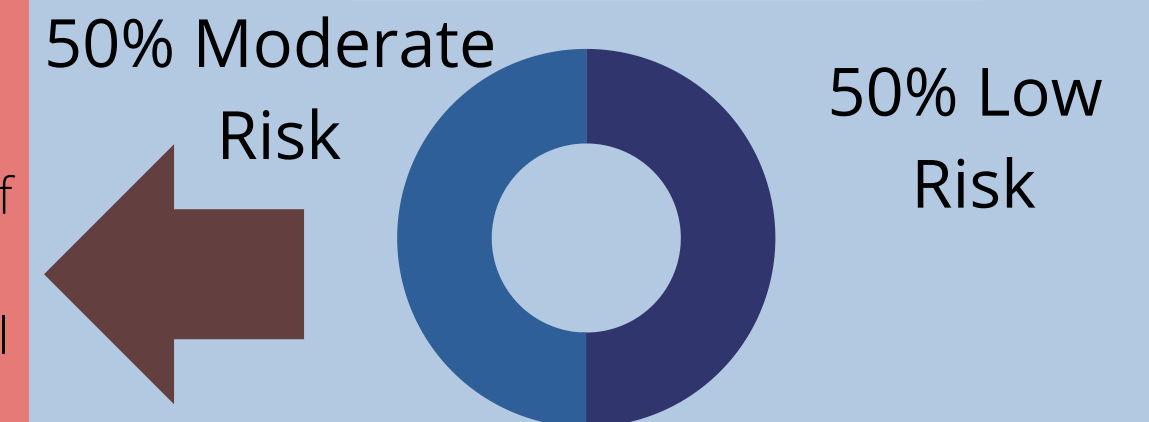
Low Risk:
One time support to address presenting concerns

Demographics

Gender

31% Females  69% Males 

Risk Level



Race/Ethnicity

92% White 8% Black

Statistics for Avon Elementary School

Total Number of Services: 762

Clinician: Lisa Hassin, LPC

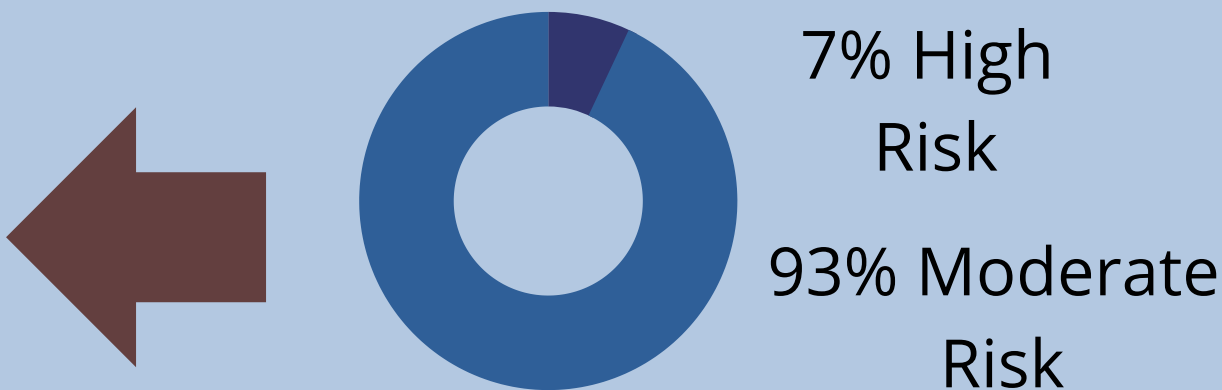
28
Students
Served

Demographics

Gender

50% Females  50% Males 

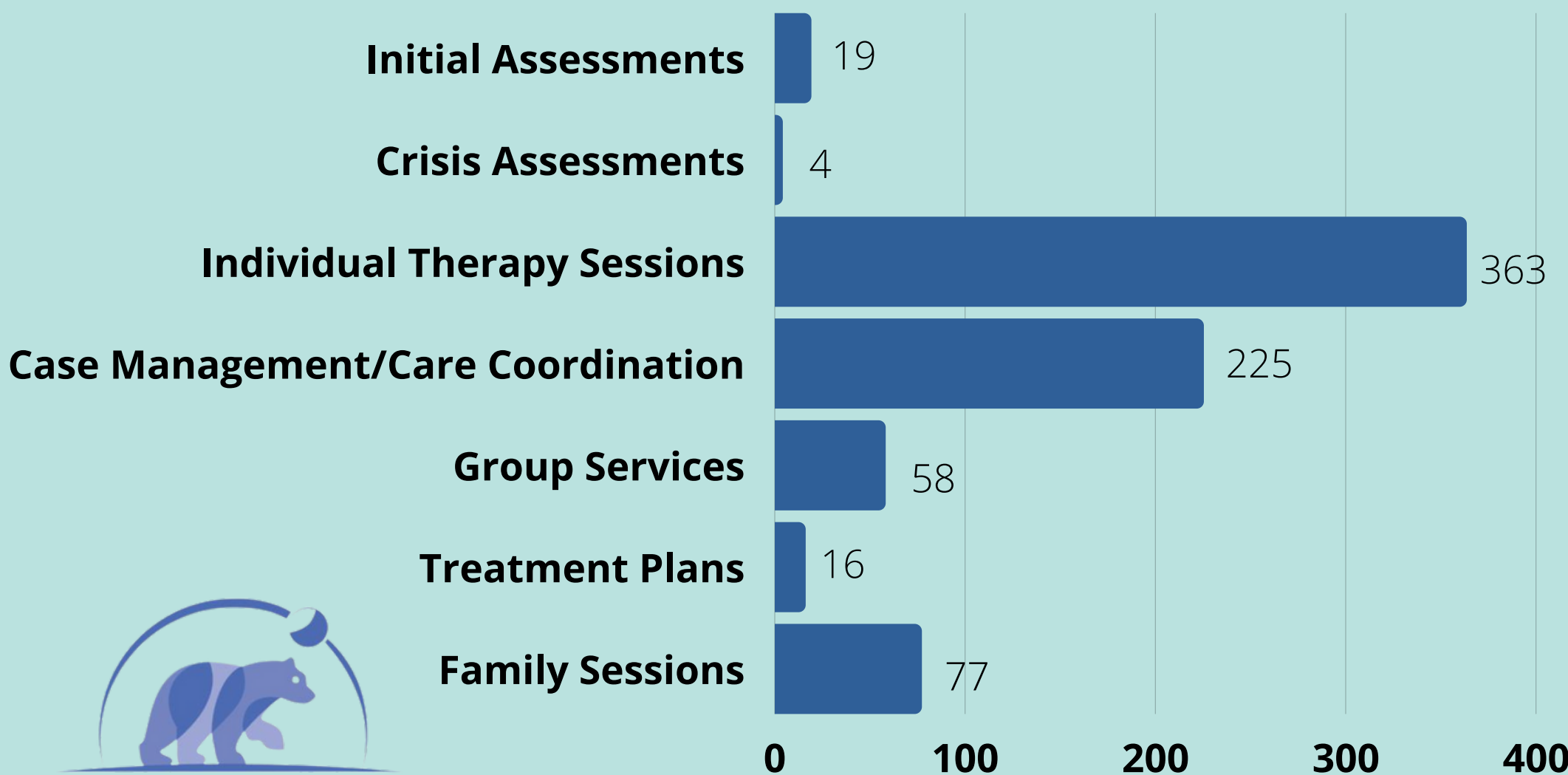
Risk Level



Race/Ethnicity

70% Hispanic or Latino
20% White
10% Declined to Specify

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

Low Risk:
One time support to address presenting concerns



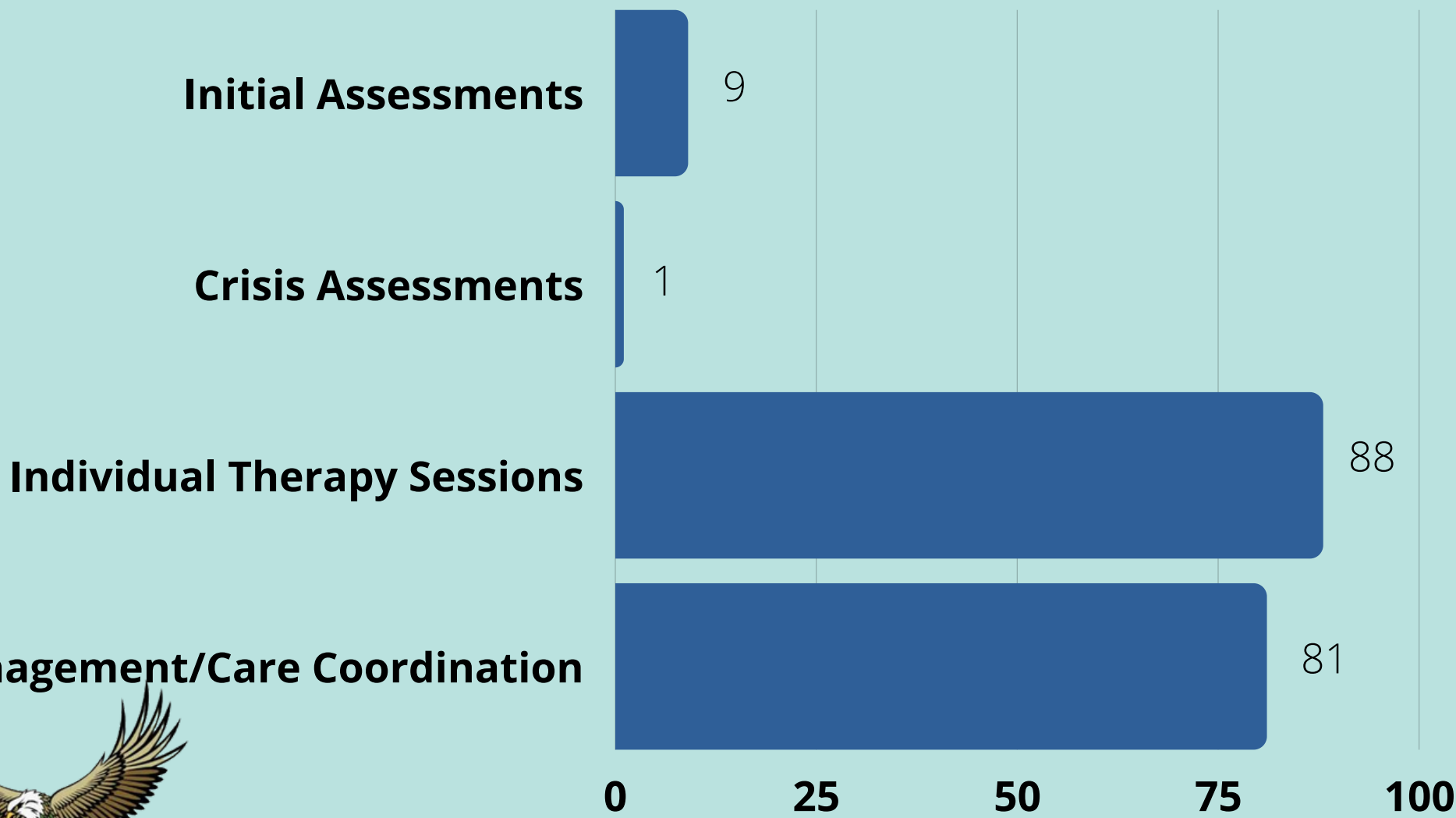
Statistics for Eagle Valley Elementary School

Total Number of Services: 179

Clinician: Carly Dierolf, MSW

10
Students
Served

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

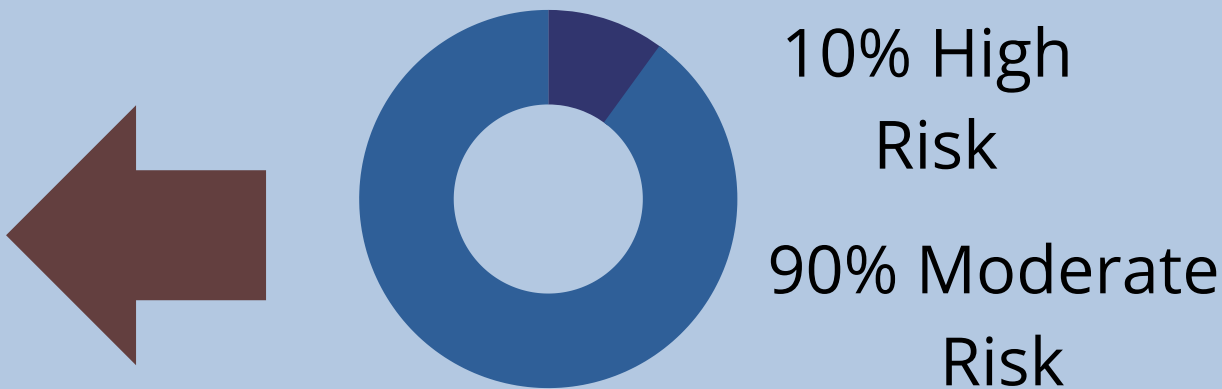
Low Risk:
One time support to address presenting concerns

Demographics

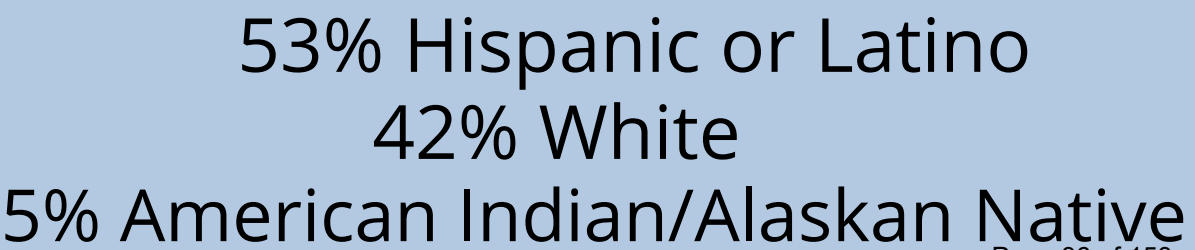
Gender



Risk Level



Race/Ethnicity



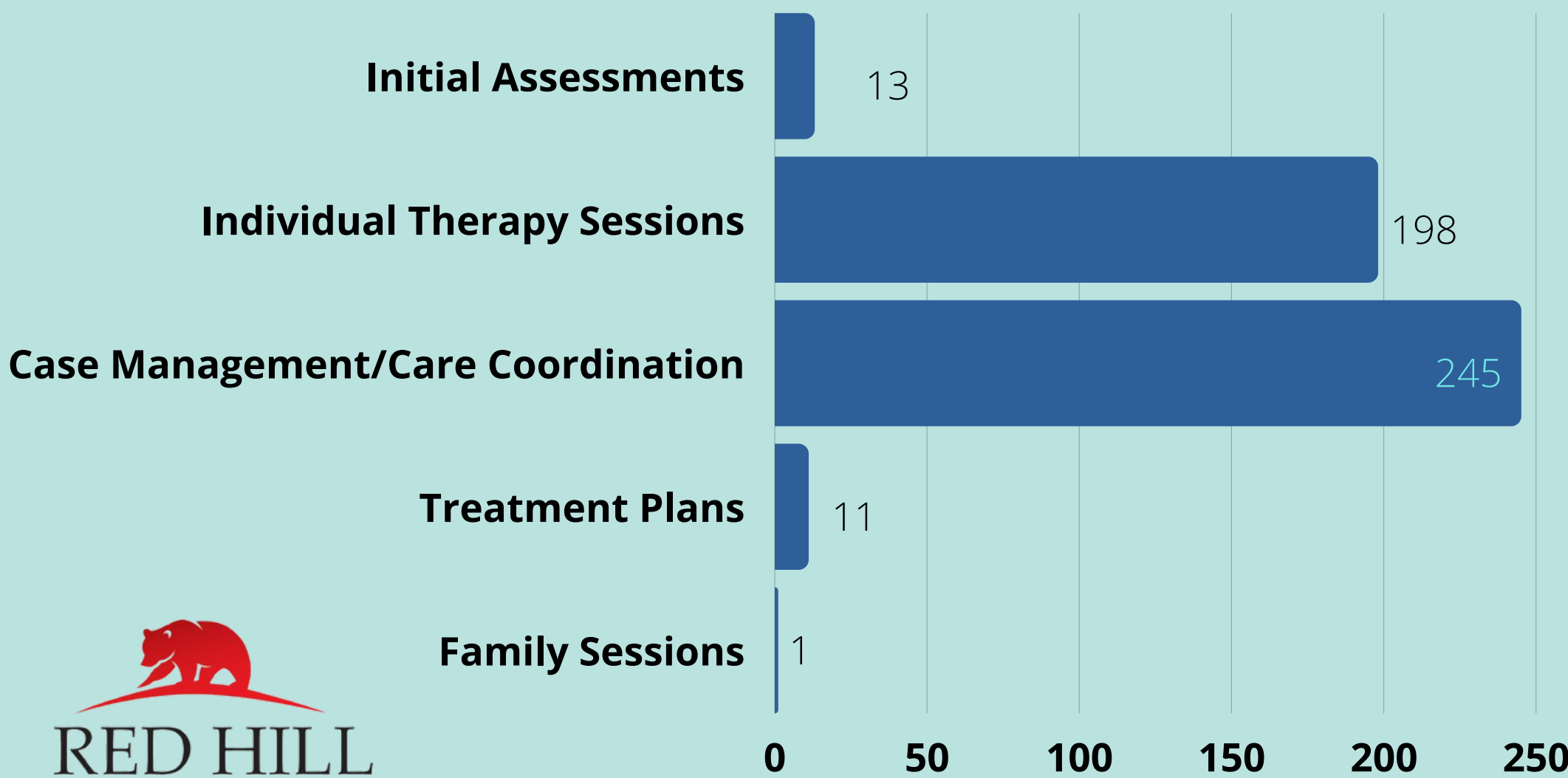
Statistics for Red Hill Elementary School

Total Number of Services: 468

Clinician: Teresa Haynes, LP

13
Students
Served

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

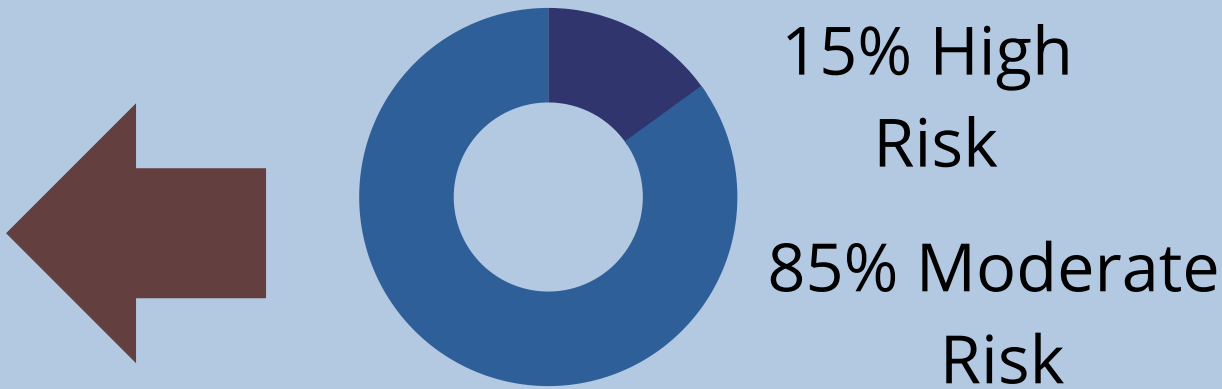
Low Risk:
One time support to address presenting concerns

Demographics

Gender

54% Females  46% Males 

Risk Level



Race/Ethnicity

31% Hispanic or Latino
62% White
7% Black



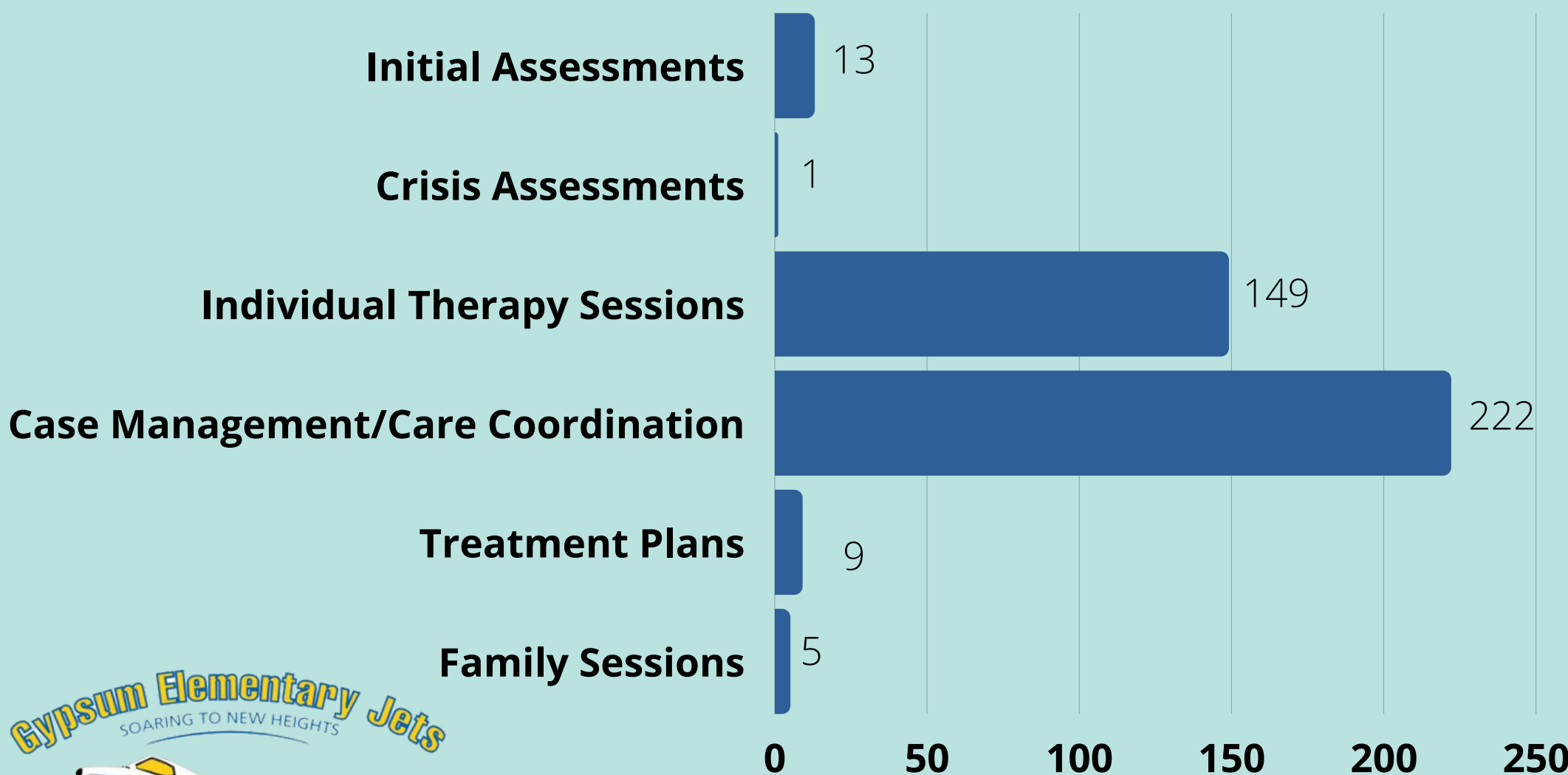
Statistics for Gypsum Elementary School

Total Number of Services: 409

Clinician: Lisa Hassin, LPC

14
Students
Served

Services By Type



High Risk:
Client presenting in crisis/suicidal ideation is typically present

Moderate Risk:
Client is in need of ongoing services to address mental health difficulty/stressors

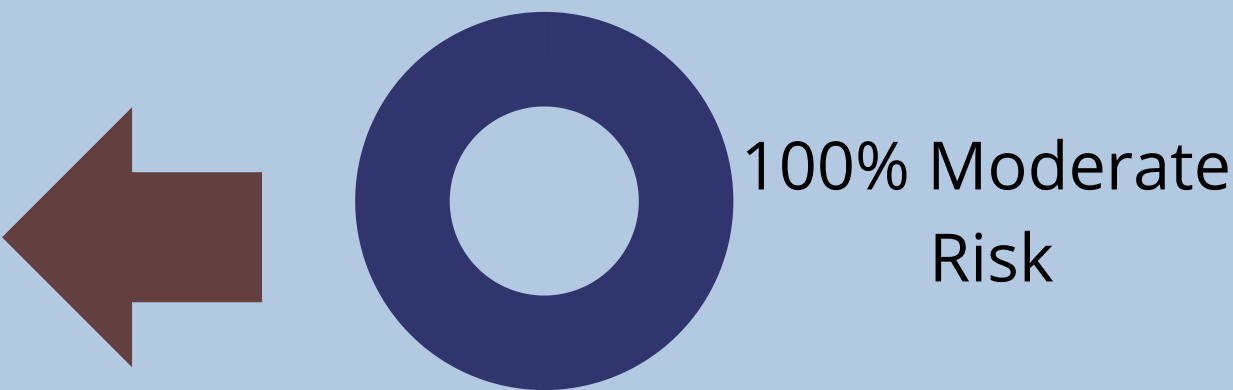
Low Risk:
One time support to address presenting concerns

Demographics

Gender

50% Females  50% Males 

Risk Level



Race/Ethnicity

22% Hispanic or Latino
78% White

YHC Student Survey Results

83 Participants

Administered in April/May, 2022 to all
Middle and High School Students Engaged in Services

Question 1: My values and beliefs for my care were respected. I participated in the decisions about my goals and treatment.

83%
Agreed or
Strongly
Agreed

Question 2: During my therapy visits by therapist listened carefully and understood my concerns.

96%
Agreed or
Strongly
Agreed

Question 3: I am satisfied with the quality of my therapy care and feel that my therapist has helped me develop coping skills to manage my struggles.

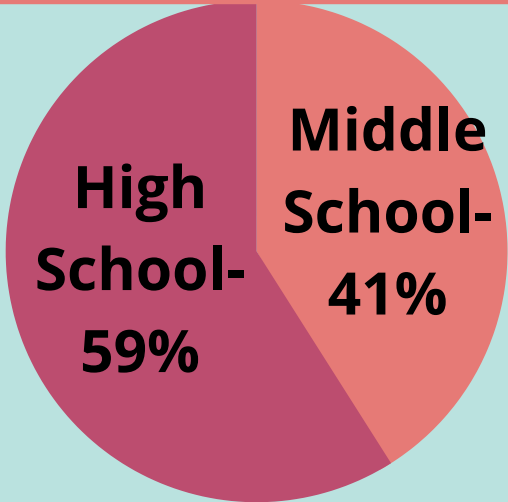
89%
Agreed or
Strongly
Agreed

Question 4: I will reach out to YHC again if I need support in the future.

86%
Agreed or
Strongly
Agreed

Question 5: I would recommend YHC to a friend in need of support.

87%
Agreed or
Strongly
Agreed



Your Hope Center's School Team is muy agradecido (very grateful) for the opportunity to support the Eagle County Community of Schools!





SP3

SAFE PARKING PILOT PROGRAM

SEPTEMBER

13

EAGLE, CO

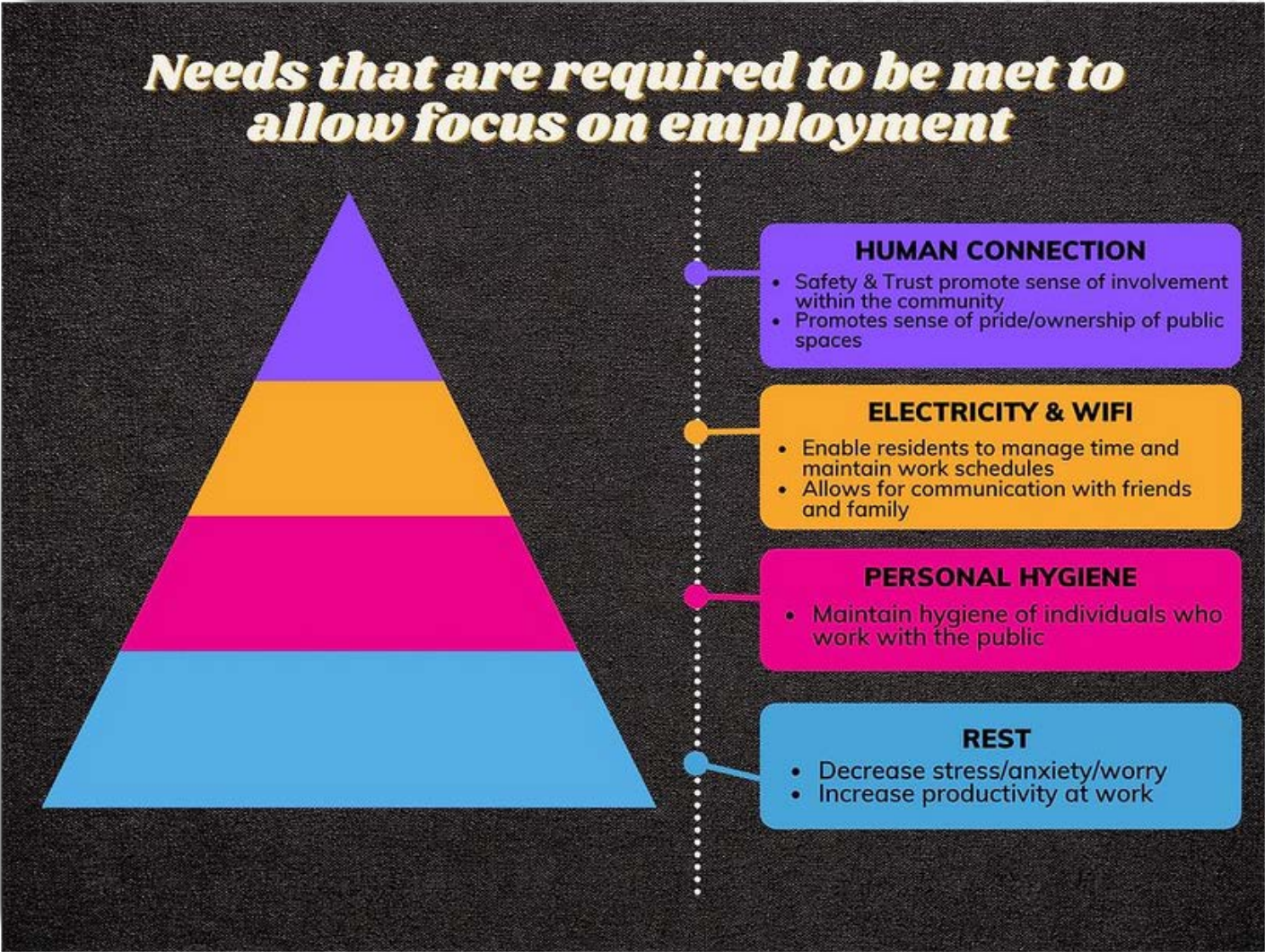
TOWN COUNCIL
PROPOSAL

The Issue at Hand

Towns across Colorado are tackling an affordable housing crisis that is hurting town economies, negatively impacting visitor experience, forcing employees to commute long distances, and requiring businesses to operate at limited capacity. In a recent survey by Eagle County, 65% of businesses believe that finding housing for their employees is difficult and have struggled to find employees because of it (2020 Eagle County Housing Guidelines). With the popularity of non-local property ownership and short-term rentals leading to surging housing prices, residents and seasonal employees alike are struggling to find quality, affordable housing within the constraints of their income. Since 2007, median household incomes have increased 6% while rental rates have increased 48% and home prices have increased 20% (2020 Eagle County Housing Guidelines).



The Housing Crisis Affects Employment



67% of Eagle County households are extremely rent burdened.

Extremely rent burdened is defined as spending over 50% of monthly income on rent.

VIEW REPORT

Costs of Current Housing Market vs. Van Life

Livable Wage Given Current Housing Costs	Amount	Livable Wage With Van Housing	Amount
Monthly Rent (Median Cost in Vail Valley)	\$1,600	Monthly Rent (Median Finance Price for Van)	\$700
Monthly Cost of Living (Car Payment, Utilities, Food)	\$1,147	Monthly Cost of Living (Food)	\$400
Yearly Cost of Living	\$32,964	Yearly Cost of Living	\$13,200
Yearly Salary with 30% for Housing	\$64,000	Yearly Salary with 30% for Housing	\$28,000

Using the Department of Housing and Urban Development’s definition of affordable housing, where no more than 30% of income is spent on housing, employees need to make \$64,000 per year to afford median rent in the Vail Valley. For many small businesses, such a salary is difficult or not possible. Van housing saves employees an estimated \$19,764 a year in cost of living. This savings enables businesses to pay livable wages that attract employees and helps them to save for a sustainable future.

The Proposal

The town of Eagle, Colorado creates a community focused permit program to allow for safe overnight parking in designated areas for unhoused residents who live and work locally.

SP3
SAFE PARKING PILOT PROGRAM

collective





HOME IS
LITERALLY
WHEREVER
I AM.

- Anonymous

The Vision

- Strict permit system including background checks and employment verification along with a 'van life captain' in order to promote a sense of safety and security for participants and the community at large.
- Human connection, safety, and trust provide a sense of pride & ownership in public spaces and increase likelihood of site cleanliness, respect for common space, and a positive relationship with the surrounding community.
- Good neighbor agreements, prohibition of illegal activity and violence, plus a list of expectations including trash walks, quiet hours, and leashed pets will provide residents with the opportunity to build community among fellow residents, staff, neighboring community, and larger town of Eagle.



The Nitty Gritty

- Program would begin with 12 total permits.
- Permits would cost \$250 / month.
- Application process would be selective and reserved to local employment.
- Designated parking areas would be assigned by the Town of Eagle.
- All vehicles participating in the program would clearly display their permit at all times.
- All vehicles would need to be self-contained and meet a strict set of requirements focused on safety.
- A zero tolerance policy would be in place for noise, waste or any disturbance to the community.
- A 'van life captain' would work in conjunction with TOE to enforce regulations and ensure success of the program.
- Program would be re-evaluated after one year before instituting full-time or making any changes to size and scope.

collective





Requirements

- Paystub in Eagle County. Preference given to Town of Eagle employees.
- 2 Letters of reference.
- Motor vehicle insurance.
- Clean background check.
- Proof of vaccination for pets (if necessary)
- Residents will be required to maintain good housekeeping, follow rules outlined by program including quiet hours, and treat fellow residents, visitors, and surrounding community with respect.

APPLICATION EXAMPLE

What's in it for the Town of Eagle?

- Increase tax revenue with minimal capital investments.
- Build a strong sense of community by providing options for locals who may otherwise be displaced while also promoting economic diversity within the area.
- Be on the forefront of the trend rather than being left behind by other towns already initiating similar programs.
- Reduce overhead for living provides for more disposable income to be spent in town (living room is the coffee shop, kitchen is the bar/restaurant, backyard is the White River National Forrest)





"He bought his van as
a money-saving tool
so that he could put
more of his paycheck
in the bank and spend
less on rent."

-Alden Scholl

*Breckenridge Ski Patroller and Participant in the Unsheltered
in Summit Program*

What's in it for the community?

- Provide a safe place to park and sleep for houseless local residents improving the overall sense of community and quality of life.
- Encourage local employment with a chance to save for a sustainable future in Eagle County.
- Reduce overhead and cost of living leading to increased disposable income.
- Build a strong, supportive, inclusive and diverse local community.



What's in it for Small Businesses?

- Increase the employment pool without increasing the cost for businesses.
- SP3 could attract more potential employees to our community who already have housing.
- Our business, Dave & Matt Vans, has had up to a dozen employees living full-time or part-time out of their vehicles. These employees are the backbone of our community and are looking for a safe place to park in a community where they feel invited and included.





"Downsizing my life
and moving into a van
enabled me to thrive
in a mountain town –
and just might keep
mountain culture
thriving, too."

-Matt Felser

Aligning with the Town of Eagle Major Objectives

Stimulate Economic Vitality and Development

The backbone of any local economy is the work force. Our town, and county, are facing a major employment problem. The Safe Parking Pilot Program would allow for more employees to live and work where we need them most.

Match Infrastructure to Quality of Life

This program is intended to support members of our community who have already made the choice to live full-time out of their vehicles. Part of this choice is financial, but the other part is quality of life. The Town of Eagle already has the infrastructure necessary to support this program with undue burden on the residents of Town.

Attract Visitors

By establishing ourselves as a Van Life friendly town, we can attract visitors in a safe and responsible manner. The permit program would take undue burden off of our campgrounds and public land as well opening up more options for visitors.

Diversify The Attainable Housing Stock

This is an important effort but one that takes considerable time and resources. The Safe Parking Pilot Program would instantly improve this mission by allowing residents already living in their vehicles to safely reside in our town and contribute to the local workforce community and economy. This would be a step in the right direction as we all work towards more sustainable, long-term solutions.

Aligning with the Town of Eagle Guiding Principles

Proactive Economic Development

Living in a vehicle is a means towards saving for a sustainable future. By saving money on rent, local employees can increase their quality of life through more financial security, increased disposable income, and hope for a future in the valley.

Progressive Community Based Law Enforcement

Van Life is a trend that is here to stay. We can either push back against it or find a solution to welcome it into our community safely and with regulations. Good neighbor agreements, prohibition of illegal activity and violence, plus a list of expectations including trash walks, quiet hours, and leashed pets will provide residents with the opportunity to build community among fellow residents, staff, neighboring community, and larger town of Eagle.

Protecting Public Health, Safety, and the Environment

By creating a formal policy, we can enhance the health and safety of those already living in their vehicles. At the same time we can help protect the environment by creating safe and regulated areas for vehicles to park, removing an undue burden on our campgrounds and public lands intended for visitors.

Reliable and Cost Effective Services

This program will involve minimal overhead from the Town of Eagle with the potential to generate additional tax revenue while providing a meaningful service to residents.

Case Study

In the summer of 2019, the Summit Colorado Interfaith Council collaborated with a local church to launch the “Safe Parking Initiative”, an overnight parking pilot program that gives working homeless individuals a safe place to reside in their vehicles overnight. Applicants first filled out an online form and were then interviewed and screened by the program’s point-of-entry person. Applicants then read and signed a waiver before being given a permit to reside in their car at the church parking lot from 7 p.m. to 8 a.m. daily, paying a small monthly fee of around \$100 that covers program costs, a portable restroom, and snow plowing during the winter. The program is now looking to expand and include a local campground, which would help house the influx of participants during the winter months. With around 7 participants currently and plans to expand to 10, this pilot program turned the church’s existing problems with illegal parking into a creative solution to help with affordable housing.

Learn more at [Unsheltered Summit County](#).



In The News

- Why Mountain Towns Are Rethinking the Residency Status of Van-Lifers
 - 5280 Magazine
- Vanlife is booming in Colorado as housing costs climb and work-anywhere appeal grows
 - Colorado Sun
- Could van life be one solution to Eagle County's affordable housing crisis?
 - Vail Daily
- Unsheltered in Summit partners with Summit County Sheriff's Office and Breckenridge to find safe parking lots for individuals living out of their cars
 - Summit Daily



References

- [BETCH Program in Salida, CO](#)
- [Colorado Safe Parking Initiative](#)
- [Unsheltered Summit County](#)





MEETING MINUTES
Town Council
Tuesday, August 23, 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 was an in-person meeting with access via Microsoft Teams.

CALL TO ORDER - 6:00 PM

Mayor Turnipseed called the meeting to order at 6:00 p.m.

ROLL CALL

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

None

STAFF PRESENT

Larry Pardee, Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Carrie Buhlman, Interim Police Chief
Dennis Wike, Engineer
Peyton Heitzman, Planner
Jessica Lake, Planner

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Councilmember Ellen Bodenhemier motioned to adopt the agenda. 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

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, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

1. Minutes - August 9, 2022
2. Resolution 70, Series 2022 "A Resolution Approving an Intergovernmental Agreement Between the Eagle County Clerk and Recorder and the Town of Eagle Concerning the Tuesday, November 8, 2022, Coordinated Election"

STAFF REPORTS

1. Town Manager Update
Larry reviewed the town manager report.

LIQUOR LICENSE AUTHORITY - 6:20 PM

1. PUBLIC HEARING: Roam Enterprises LLC, Modification of Premises, Sidewalk Service Area - 139 Broadway Unit E.
Mayor Scott Turnipseed opened the public hearing for Roam Enterprises LLC, Modification of Premises, Sidewalk Service Area at 139 Broadway Unit E.

Mayor Scott Turnipseed opened public comment. There was no public comment.

MOTION: Councilmember Janet Bartnik motioned to approve the Findings and Order Approving a Modification of Premises for a sidewalk service area for Roam Enterprises LLC and direct the Town Clerk to submit the application to the State of Colorado. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

BUSINESS ITEMS

1. PUBLIC HEARING: File #DR22-03 435 Eby Creek Apartments (continued from August 9th)
Mayor Scott Turnipseed opened the public hearing for File# DR22-03 435 Eby Creek Apartments.

Mayor Scott Turnipseed opened public comment for this item. There was no public comment.

- a. Resolution 61, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Major Development Permit and Associated Development Agreement for 435 Eby Creek Road"

MOTION: Councilmember Janet Bartnik motioned to approve Resolution 61, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Major Development Permit and Associated Development Agreement for 435 Eby Creek Road". 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 #MS22-02 Minor Subdivision of Lots 9-13 and Tract F
Mayor Scott Turnipseed opened the public hearing for File #MS220-02 Minor Subdivision of Lots 9-13 and Tract F.

Jessica Lake presented this item.

Mayor Scott Turnipseed opened public comment for this item. There was no public comment.

- a. Resolution 72, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Minor Subdivision of Haymeadow Lots 9-13 and Tract F"

MOTION: Councilmember Janet Bartnik motioned to approve Resolution 72, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Minor Subdivision of Haymeadow Lots 9-13 and Tract F". 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. PUBLIC HEARING: File #DR21-02 Major Development Permit for Reserve at Hockett Gulch (continued from July 26, 2022)

Mayor Scott Turnipseed opened the public hearing for File #DR21-02 and File #PPFP21-02

Chad Phillips presented this item and reviewed the key pending issues for staff.

Justin Sand presented for the applicant and stressed the need to move forward in a timely manner. Council comments: discussion on whether any of the conditions were deal breakers, applicants stated they would be able to satisfy them. Council confirmed they had no issues with the staff recommendations or conditions. Applicants requested major development approval. Discussion regarding the need for 16-inch water main with cost sharing with the Town of Eagle. Tom Gosiorowski Public Works Director provided an explanation and the benefit to the community but felt the estimate was too high. Further discussion on the timing of approvals, infrastructure improvements, and ability to start the project this fall. Flexibility was discussed for certain aspects of the improvements. Staff will prioritize the review of the plans with the applicant to keep the project moving forward. Town Attorney Matt Mire confirmed that his office would prepare the Development Agreement once more information was provided. Staff requested a deadline of August 29th for all outstanding items so they could be reviewed by both staff and the town attorney to prepare for the September 13 Town Council meeting.

Mayor Scott Turnipseed opened public comment. There was no public comment.

MOTION: Councilmember Janet Bartnik motioned to continue File#Dr21-02 Major Development Permit for Reserve at Hockett Gulch and File #PPFP2102 Preliminary Plan and Final Plat for Reserve at Hockett Gulch to the September 13, 2022, Town Council meeting. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

4. PUBLIC HEARING: File # PPFP21-02 Preliminary Plan and Final Plat for Reserve at Hockett Gulch (continued from July 26, 2022)

5. Resolution 73, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Calling a Special Election for November 8, 2022, to be Coordinated with Eagle County, and Submitting Ballot Questions to the Town's Registered Electors at Such Special Election"

Jill Kane presented this item.

Council comments: Council Member Nick Sunday provided the Council with his thoughts on the ballot question and Intergovernmental Agreement forming the new transportation authority. Believed that it could reduce some traffic on Grand Avenue and provide some extra service routes to Eagle residents. There were some concerns that Eagle will be paying almost 30% of the election costs which mostly benefits users up valley. Other concerns related to sales tax implications for Eagle residents as opposed to tourist-based sales tax generation and whether Eagle would want to use a sales tax increase for other town-specific projects. Eagle and Gypsum residents would also not benefit from the free bus fares proposed in the plan.

MOTION: Mayor Scott Turnipseed motioned to Approve Resolution 73, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Calling a Special Election for November 8, 2022, to be Coordinated with Eagle County, and Submitting Ballot Questions to the Town's Registered Electors at Such Special Election". The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bartnik, Grimmer, and Parrish) and 2 opposed (Bodenhemier and Sunday).

6. Ordinance 14, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Concerning the Requirements for Licensed Liquor Establishments"

MOTION: Councilmember Sarah Parrish motioned to approve Ordinance 14, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Concerning the Requirements for Licensed Liquor Establishments". The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

A reminder that there is a work session on September 6th to review the housing study.

Council Member Nick Sunday stated that Dave Dantas approached him regarding the outdoor rock-climbing wall on Chambers in the retention pond. Staff stated it is currently not allowed in that zone district. He is working with engineering on the calculations.

Council Member Ellen Bodenheimier inquired about the vandalism at the Town Park bathrooms and if we had security cameras budgeted for this year. Staff provided that Kevin Aoki is working on the security camera package and can update the Council on that progress.

Council Member Ellen Bodenheimier asked if the issues with the fire pit at the river park were resolved. Tom Gosiorowski stated staff is working on a more permanent fix with the igniter.

2. Council Committee Updates

Discussion on the Second Gulch trail width restriction. Currently, the OSRAC committee is favorable to the 62-inch limit. This item will be on the September 13th Town Council agenda for discussion.

Council Member Geoff Grimmer updated the Council that he will be attending the Mountain Towns 2030 Conference in Breckenridge on September 22nd.

Discussion on the Brush Creek Park playground replacement. Tom Gosiorowski provided that he would try to refurbish the wood structure. The Town will need an RFP to do a refurbish and add amenities to it. The Council suggested doing another community build for the refurbish since it drew so many community members to the park.

Mayor Scott Turnipseed stated that Peyton Heitzman, Nikki Davis, and Elizabeth from Clarion are doing fantastic with their outreach and presentations for the Land Use Development Code Update.

Council Member Ellen Bodenheimier inquired if the LERP rental guideline are included in the Land Use Recode project. Staff stated that it would be. Council asked that we look at the entire program to ensure it meets our current standards, including rentals.

ADJOURN - 7:50 PM

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

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
AUGUST 2022**

GENERAL FUND

Town Council

Pinnacol Assurance	Audit Premium Adjustment	\$	6.74
CEBT	Health & Insurance Benefits		18.00
Amazon	Communication & Shipping		5.99
Amazon	Tuition & Books		14.99
Walking Mountains Science Center	Special Council Funding		2,614.10
Three Rivers Little League	Community Requests		1,000.00
Total Town Council		\$	3,659.82

General Government

Pinnacol Assurance	Audit Premium Adjustment	\$	31.48
Eagle County Government	Dues & Subscriptions - Front Country Ranger Program		6,728.11
Greater Eagle Fire Protection Dist.	Professional Services - Fire Mitigation Program		11,574.46
University Of Colorado	Professional Services - Outdoor Recreation Econ Study		2,389.00
Hoffman, Parker, Wilson, & Carberry P.C.	Legal		(156.00)
King Soopers Customer Charges	Town Manager Search		67.68
Grand Ave Grill	Meeting Expense		34.93
North Coast	Meeting Expense		44.47
Red Canyon Café	Meeting Expense		30.00
Total General Government		\$	20,744.13

General Administration

Arnold, John Mark	Utility Overpayment Refund	\$	233.48
Bloom Family Trust	Utility Overpayment Refund		33.31
Haebler, Matt	Utility Overpayment Refund		165.13
Herzog, Grant	Utility Overpayment Refund		60.52
Hughes, Eric R & Lillian	Utility Overpayment Refund		50.23
Hutchinson, Sven	Utility Overpayment Refund		46.85
Lavery, Michael	Utility Overpayment Refund		25.64
Miller, Glen	Utility Overpayment Refund		151.44
Paulus, Jamie & Walker, Thomas	Utility Overpayment Refund		29.61
Rippstein, Mark & Carla	Utility Overpayment Refund		26.13
Stidger, Stacy Lee & Raymond	Utility Overpayment Refund		147.66
Sule, David Or Catherine	Utility Overpayment Refund		7.01
Boseman, Brandon & Jovita	Performance Guarantees		7,672.50
Family Support Registry	Misc. Deductions Payable		220.14
Bonta, Nedra	Facility Usage Deposit Refund		(375.00)
Chavez, Osvaldo	Facility Usage Deposit Refund		750.00
Fritzler, Kim	Facility Usage Deposit Refund		650.00
Gonzalez, Francisca	Facility Usage Deposit Refund		750.00
Herrera-Jimenez, Sandra	Facility Usage Deposit Refund		375.00
Hildred, Lisa	Facility Usage Deposit Refund		750.00
Loya, Omar	Facility Usage Deposit Refund		650.00
Miskell, John	Facility Usage Deposit Refund		750.00
Palacios, Ma Carmen	Facility Usage Deposit Refund		375.00
Pena, Juan	Facility Usage Deposit Refund		375.00
Pompa, Berenice	Facility Usage Deposit Refund		650.00

General Administration (Cont.)

Reichert, John	Facility Usage Deposit Refund	750.00
Rojas Lopez, Jorge	Facility Usage Deposit Refund	750.00
Saucedo, Lizbeth	Facility Usage Deposit Refund	1,125.00
Shreeve, Susan	Facility Usage Deposit Refund	750.00
Topor, Shawna	Facility Usage Deposit Refund	1,125.00
Vail Valley Young Life	Facility Usage Deposit Refund	375.00
Varela, Maria	Facility Usage Deposit Refund	375.00
Butters Investments, LLC	Building Permits Refund-Incorrect Valuation	333.20
DEJ Construction LLC	Building Permits Refund-Jurisdiction	1,443.75
KCB Construction	Building Permits Refund-Pulled Permit Twice	1,218.61
Skyline Mechanical, Inc.	Building Permits Refund-Incorrect Permit	300.00
Tenko Kitchen Inc	Building Permits-Cancelled Permit	2,851.46
Figueroa, Irene	Facility Usage Fees Ins Overpayment Ref.	46.35
Loya, Omar	Facility Usage Fees Refund	1,063.90
Rojas Lopez, Jorge	Insurance Overpayment Refund	153.47
Pinnacol Assurance	Audit Premium Adjustment	61.91
CEBT	Health & Life Ins. Payable	5,292.11
Rocky Mountain Reserve LLC	Health Insurance Expenses	170.76
Standard Insurance Company	Health & Life Ins. Payable-Disability	47.36
King Soopers Customer Charges	Employee Appreciation	85.98
Yeti's Grind	Employee Appreciation	12.67
Column Software, PBC	Legal Notices	14.97
Employer's Council Services, Inc.	Dues & Subscriptions	7,200.00
Mail Chimp	Dues & Subscriptions	73.99
Survey Monkey	Dues & Subscriptions	384.00
Vimeo	Dues & Subscriptions	199.00
Mountain Careers	Recruitment	79.50
Chase Paymentech	C.C. Transaction Fees	59.15
Forte Payments	C.C. Transaction Fees	110.21
Xpress Bill Pay	C.C. Transaction Fees	28.78
Civic Plus	Professional Services	1,941.78
Employer's Council Services, Inc.	Professional Services	1,560.00
Garfield & Hecht, P.C.	Legal	30.00
Maggard & Hood, Pc	Auditing & Accounting	21,923.74
Caselle, Inc.	Computer Support	5,132.43
Civic Plus	Computer Support	4,257.32
Gov OS, Inc.	Computer Support	833.34
Xpress Bill Pay	Computer Support	50.00
Kane, Jill	Travel	39.88
Davis, Anna Dominique L.	Meeting Expense	248.00
Event Rents	Meeting Expense	733.31
King Soopers Customer Charges	Meeting Expense	117.11
Moe's Original BBQ	Meeting Expense	335.00
Red Canyon Café	Meeting Expense	56.00
CGFOA	Tuition & Books	175.00
CMCA	Tuition & Books	783.45
Mountain States Employers Council	Tuition & Books	69.00
Cirsa	Insurance - Pavilion	3,682.02
Total General Administration		\$ 83,018.16

Community Development

Pinnacol Assurance	Audit Premium Adjustment	\$	541.00
CEBT	Health & Insurance Benefits		6,408.20
Rocky Mountain Reserve LLC	Health & Insurance Benefits		186.63
Standard Insurance Company	Health & Life Ins. Payable-Disability		168.38
Amazon	Office Supplies		117.74
Signature Signs Inc	Office Supplies		14.00
Staples	Office Supplies		39.98
Colorado Mtn. News Media	Legal Notices		434.00
Info Cubic	Recruitment		115.50
Baseline Engineering Corporation	Professional Services		4,168.75
Department Of Labor	Professional Services		230.00
Eagle County Government	Professional Services		30.00
JHW Plan Review Services	Professional Services		460.00
KZYR FM/Cool Radio LLC	Professional Services		204.00
Marchbanks, Donald E.	Professional Services		2,790.00
McCool Development Solutions, LLC	Professional Services		8,484.50
Column Software, PBC	Planning Reimbursable		172.04
Garfield & Hecht, P.C.	Planning Reimbursable		1,865.00
LRE Water	Planning Reimbursable		810.00
McCool Development Solutions, LLC	Planning Reimbursable		9,168.00
Quenon Engineering And Surveying	Planning Reimbursable		350.00
Eagle Lock & Key	Repair & Maintenance Services		130.00
Flir Commercial Services	Repair & Maintenance Services		225.00
Moe's Original BBQ	Meeting Expense		43.60
Town Of Gypsum	Contract Services		4,787.50
APA Colorado	Tuition & Books		975.00
Downtown Colorado	Tuition & Books		25.00
Total Community Development		\$	42,943.82

Municipal Court

Pinnacol Assurance	Audit Premium Adjustment	\$	5.71
CEBT	Health & Insurance Benefits		243.19
Rocky Mountain Reserve LLC	Health & Insurance Benefits		6.99
Standard Insurance Company	Health & Life Ins. Payable-Disability		6.82
Carlson, Edwards & O'Connor P.C.	Legal		1,500.00
Caselle, Inc.	Computer Support		820.68
Total Municipal Court		\$	2,583.39

Streets

Pinnacol Assurance	Audit Premium Adjustment	\$	2,480.66
CEBT	Health & Life Ins. Payable		3,348.19
Rocky Mountain Reserve LLC	Health & Insurance Benefits		193.62
Standard Insurance Company	Health & Life Ins. Payable-Disability		156.26
King Soopers Customer Charges	Office Supplies		29.48
Quill Corporation	Office Supplies		24.51
Alpine Lumber Co.	Repair & Maintenance Supplies		155.77
Colorado Barricade	Repair & Maintenance Supplies		566.50
Grand Junction Pipe & Supply	Repair & Maintenance Supplies		2,393.74
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies		402.99
Hardline Equipment	Repair & Maintenance Supplies		3,311.18

Streets (Cont.)

Lawson Products	Repair & Maintenance Supplies	137.36
Paint Bucket	Repair & Maintenance Supplies	5.77
Rexel USA, Inc	Repair & Maintenance Supplies	1,497.74
Whitehall's Alpine BG	Repair & Maintenance Supplies	118.80
Wylaco Supply Co	Repair & Maintenance Supplies	145.75
All State Communications	Vehicle Repair & Mtn Supplies	139.00
Transwest Trucks	Vehicle Repair & Maintenance Supplies	612.11
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	359.00
Collett Enterprises	Gas & Oil	533.36
Fleet Services	Gas & Oil	2,181.79
All State Communications	Communication & Shipping	9.05
Colorado Barricade	Communication & Shipping	32.51
Lawson Products	Communication & Shipping	14.22
Two Valley Tire LLC	Communication & Shipping	79.94
Holy Cross Energy	Utility Services	4,351.42
Info Cubic	Recruitment	34.70
All State Communications	Repair & Maintenance Services	425.74
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
New Electric, Inc.	Repair & Maintenance Services	6,250.00
Thermo-Fluids, Inc.	Repair & Maintenance Services	256.55
Transwest Trucks	Repair & Maintenance Services	680.00
Two Valley Tire LLC	Repair & Maintenance Services	1,050.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	65.00
Caselle, Inc.	Computer Support	165.18
Ceres Design & Arborscape, LLC	Tree Management-Comm Forestry	1,942.50
Total Streets		\$ 34,230.39

Public Safety

Pinnacol Assurance	Police Dept Workers Comp Deductible	\$ 5,097.86
CEBT	Health & Insurance Benefits	25,184.40
Rocky Mountain Reserve LLC	Health & Insurance Benefits	650.84
Standard Insurance Company	Health & Life Ins. Payable-Disability	672.34
Amazon	Office Supplies	143.58
Costco	Office Supplies	56.86
Progressive Microtechnology	Operating Supplies	(85.00)
Creative Culture Insignia, LLC	Uniforms	95.00
Eagle County Fleet Service	Vehicle Repair & Maintenance Supplies	61.25
Fas-Break Auto Glass	Vehicle Repair & Maintenance Supplies	519.20
Fleet Services	Gas & Oil	4,666.80
Amazon	School Res Officer Supplies	29.95
Amazon	Communication & Shipping	6.26
Creative Culture Insignia, LLC	Communication & Shipping	19.30
Progressive Microtechnology	Communication & Shipping	(21.09)
USPS	Communication & Shipping	12.35
Vaughan, Madison	Communication & Shipping	12.35
Rocky Mountain Info. Network, Inc	Dues & Subscriptions	50.00
AT&T Mobility	Utility Services	719.60
Indeed	Recruitment	268.45
Strategic Government Resources, Inc.	Recruitment	9,415.67
Hoffman, Parker, Wilson, & Carberry P.C.	Legal	(175.50)

Public Safety (Cont.)

Eagle County Fleet Service	Repair & Maintenance Services	275.84
Fas-Break Auto Glass	Repair & Maintenance Services	125.00
Scriver, Dominik	Travel	176.74
Shaffer, Joseph	Travel	102.08
Springhill Suites	Travel	1,285.00
Super 8 Durango	Travel	127.49
Stout House	Meeting Expense	51.63
FBI-LEEDA	Training & Travel - Grants	1,390.00
Order Up	Training & Travel - Grants	17.82
Vaughan, Madison	Training & Travel - Grants	49.61
Eagle County Animal Control	Animal Control	5,270.00
Paper Wise	Contract Payments	70.00
Transunion Risk & Alternative Data Solut	Contract Payments	100.00
Total Public Safety		\$ 56,441.68

Buildings & Grounds

Pinnacol Assurance	B&G Dept Workers Comp Deductible	\$ 1,588.91
CEBT	Health & Insurance Benefits	5,845.00
Rocky Mountain Reserve LLC	Health & Insurance Benefits	214.63
Standard Insurance Company	Health & Life Ins. Payable-Disability	162.98
King Soopers Customer Charges	Office Supplies	29.49
Quill Corporation	Office Supplies	24.51
Staples	Office Supplies	19.99
Alpine Lumber Co.	Repair & Maintenance Supplies	333.26
Eagle Lock & Key	Repair & Maintenance Supplies	38.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	133.40
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	154.97
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	20.24
Grainger	Repair & Maintenance Supplies	53.71
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	2,403.92
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	349.05
Native Electric	Repair & Maintenance Supplies	383.05
Pet Pick-Ups	Repair & Maintenance Supplies	720.00
Skyline Mechanical, Inc.	Repair & Maintenance Supplies	44.47
Summit Supply Corporation	Repair & Maintenance Supplies	3,940.10
All State Communications	Vehicle Repair & Mtn Supplies	14.00
Collett Enterprises	Gas & Oil	533.36
Fleet Services	Gas & Oil	1,094.00
Glenwood Springs Auto Parts Inc	Gas & Oil	528.09
Gypsum Eagle Ace Hardware	Gas & Oil	225.39
G & S Tool Clinic, LLC	Equipment (Non-Capital)	1,529.50
Grainger	Equipment (Non-Capital)	341.89
Home Depot Pro	Janitorial Supplies	1,932.57
All State Communications	Communication & Shipping	0.92
Pet Pick-Ups	Communication & Shipping	101.46
Summit Supply Corporation	Communication & Shipping	529.25
Black Hills Energy	Utility Services	1,884.33
Holy Cross Energy	Utility Services	5,184.23
Mountain Careers	Recruitment	79.50
Jerry-master Janitorial	Janitorial Maintenance Contracts	4,316.00

Buildings & Grounds (Cont.)

All State Communications	Repair & Maintenance Services	43.36
Eagle Lock & Key	Repair & Maintenance Services	130.00
G & S Tool Clinic, LLC	Repair & Maintenance Services	65.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	245.00
Mountain Star Cleaning Services	Repair & Maintenance Services	400.00
Native Electric	Repair & Maintenance Services	890.50
Rocky Mountain Carpet Cleaning	Repair & Maintenance Services	245.00
Skyline Mechanical, Inc.	Repair & Maintenance Services	375.18
Sno-White Linen Rental	Repair & Maintenance Services	275.63
Vail Honeywagon	Repair & Maintenance Services	80.80
Venzor Carpet Cleaning	Repair & Maintenance Services	1,555.52
Caselle, Inc.	Computer Support	165.18
G H Daniels III & Associates	Contract Payments	10,000.00
Superior Alarm & Electronics	Contract Payments	405.00
TK Elevator Corp.	Contract Payments	703.85
Total Buildings & Grounds		\$ 50,334.19

Information Center

Pinnacol Assurance	Audit Premium Adjustment	\$ 5.45
CEBT	Health & Insurance Benefits	6.00
TIMBER CHARMZ	SUPPLIES FOR RESALE	(350.17)
Total Information Center		\$ (338.72)

Marketing & Events

Pinnacol Assurance	Audit Premium Adjustment	\$ 289.06
CEBT	Health & Life Ins. Payable	2,201.16
Rocky Mountain Reserve LLC	Health & Insurance Benefits	72.32
Standard Insurance Company	Health & Life Ins. Payable-Disability	59.81
Signature Signs Inc	Promotional Materials	1,207.00
Costco	Gas & Oil	57.47
Apple.com	Dues & Subscriptions	10.88
Canva	Computer Support	12.99
Dropbox Inc	Computer Support	54.00
Colorado Logos	Media	360.00
Colorado Mtn. News Media	Media	2,436.00
KNS Broadcasting, LLC	Media	705.00
Mountain Lifestyle LLC	Media	5,000.00
Vail Valley Live	Media	375.00
Color Coffee Roasters	Meeting Expense	7.26
Desserts by Deliverbry	Meeting Expense	39.00
Inner Light Juice	Meeting Expense	13.63
Yeti's Grind	Meeting Expense	6.10
Blizzard Press	Marketing - Website	900.00
Dot Zero Multimedia	Marketing - Website	120.00
Can Do Multiple Sclerosis	Events	15,000.00
Color Coffee Roasters LLC	Events	500.00
Dodds, Dylan	Events	122.50
Eagle Mushroom & Wild Food Festival	Events	2,250.00
Revolution Enduro C/O Mike Day	Events	500.00
Triple Crown Sports	Events	1,000.00

Marketing & Events (Cont.)

Vail Valley Soccer Club	Events	1,000.00
Amberg, Cecilia	Event Production	140.00
Batson's	Event Production	27.27
Blue Creek Productions Inc	Event Production	1,000.00
Camelot Balloons	Event Production	1,000.00
City Market	Event Production	94.34
Costco	Event Production	105.06
Davis, Veda J	Event Production	280.00
Dodds, Dylan	Event Production	350.00
Eagle Topflight, LLC	Event Production	210.58
Eagle Valley Events Inc.	Event Production	1,500.00
Furtado, Kevin	Event Production	500.00
JB T-Shirts Silkscreen & Embroidery	Event Production	750.00
Markit Creative	Event Production	202.50
Mountain Grillin'	Event Production	300.20
Resort Entertainment/Resort Events	Event Production	475.00
Signature Signs Inc	Event Production	841.90
Timberline Tours	Event Production	1,000.00
Vision Communications	Event Production	145.00
Walking Mountains Science Center	Event Production	2,437.00
Walmart	Event Production	111.86
Total Marketing & Events		\$ 45,769.89

Engineering

Pinnacol Assurance	Audit Premium Adjustment	\$ 425.34
CEBT	Health & Life Ins. Payable	3,686.28
Rocky Mountain Reserve LLC	Health & Insurance Benefits	104.20
Standard Insurance Company	Health & Life Ins. Payable-Disability	116.87
King Soopers Customer Charges	Office Supplies	29.48
Quill Corporation	Office Supplies	117.50
United Rentals (North America) Inc	Repair & Maintenance Supplies	22.65
Fleet Services	Gas & Oil	194.33
Total Engineering		\$ 4,696.65

Information Technology

CEBT	Health & Life Ins. Payable	\$ 621.31
Rocky Mountain Reserve LLC	Health & Insurance Benefits	35.92
Standard Insurance Company	Health & Life Ins. Payable-Disability	42.47
Insight Public Sector Inc.	Office Supplies	27.20
Forward Tech Solutions, LLC	Equipment (Non-Capital)	282.00
Markit Creative	Communication & Shipping	540.00
Century Link	Utility Services	5,699.37
Verizon Wireless, Bellevue	Utility Services	1,052.39
Aspen Wireless Technologies, Inc.	Computer Support	3,289.00
Insight Public Sector Inc.	Computer Support	56.74
Performance Enhancements, Inc.	Computer Support	16,691.96
TEC Integration, Inc.	Computer Support	100.00
Zoom.us	Computer Support	299.80
Aoki, Kevin	Travel Expense	109.86
High Country Copiers	Contract Payments	264.86

Information Technology (Cont.)

Professional Document Solutions, Inc.	Contract Payments	74.43
Xerox Financial Services LLC	Contract Payments	562.47
Total Information Technology		\$ 29,749.78

Total GENERAL FUND **\$ 373,833.18**

CAPITAL IMPROVEMENTS FUND

Butters Investments, LLC	Use Tax Refund-Incorrect Valuation	\$ 484.80
DEJ Construction LLC	Use Tax Refund - Jurisdiction	1,488.00
KCB Construction	Use Tax Refund-Pulled Permit Twice	1,152.00
Tenko Kitchen Inc	Use Tax Refund- Cancelled Permit	6,000.00
Aspen Wireless Technologies, Inc.	Town Hall Improvements	72,425.41
Costco	Town Hall Improvements	1,031.02
Flying Shoe Arts Inc	Public Art	1,870.10
Norris Design, Inc.	Public Art	1,230.00
Zehren And Associates, Inc	Grand Avenue Improvements	30,097.73
Hardline Equipment	Street Sweeper	288,612.00
Aspen Wireless Technologies, Inc.	Project Thor	1,050.00
Mammoth Networks	Project THOR	655.00
G & S Tool Clinic, LLC	Equipment - Lawn Mower	8,378.00
Total CAPITAL IMPROVEMENTS FUND		\$ 414,474.06

WASTE WATER FUND

Pinnacol Assurance	Audit Premium Adjustment	\$ 868.66
CEBT	Health & Life Ins. Payable	6,643.44
Rocky Mountain Reserve LLC	Health & Insurance Benefits	232.04
Standard Insurance Company	Health & Life Ins. Payable-Disability	219.12
King Soopers Customer Charges	Office Supplies	29.49
Quill Corporation	Operating Supplies	117.49
Western Slope Supplies Inc	Office Supplies	14.90
Alpine Lumber Co.	Repair & Maintenance Supplies	58.49
Atco International	Repair & Maintenance Supplies	137.40
Eagle Ranch Golf Club	Repair & Maintenance Supplies	137.00
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	86.97
Grainger	Repair & Maintenance Supplies	308.74
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	71.94
Neptune Benson Inc	Repair & Maintenance Supplies	873.00
USA Blue Book	Repair & Maintenance Supplies	648.89
UV Doctor Lamps, LLC	Repair & Maintenance Supplies	3,000.00
Water Technology Group	Repair & Maintenance Supplies	11,060.00
Fleet Services	Gas & Oil	353.49
Insight Public Sector Inc.	Equipment (Non-Capital)	360.15
106 West Logistics	Communication & Shipping	200.00
Neptune Benson Inc	Communication & Shipping	44.00
Nextrust Inc	Communication & Shipping	723.50
USA Blue Book	Communication & Shipping	26.66
UV Doctor Lamps, LLC	Communication & Shipping	61.48
Western Slope Supplies Inc	Communication & Shipping	1.95
Black Hills Energy	Utility Services	422.86
Holy Cross Energy	Utility Services	19,426.84

WASTE WATER FUND (Cont.)

Chase Paymentech	C.C. Transaction Fees	733.68
Xpress Bill Pay	C.C. Transaction Fees	316.63
LRE Water	Engineering	967.50
Mott MacDonald	Engineering	5,997.50
Denali Water Solutions LLC	Sludge Disposal	5,342.27
DRC Construction Services, Inc.	Sewer Imaging	66,568.70
American Mechanical Services	Repair & Maintenance Services	281.00
GEA Westfalia Separator	Repair & Maintenance Services	1,860.64
Utility Notification Center Of Colorado	Repair & Maintenance Services	65.00
Water Technology Group	Repair & Maintenance Services	1,560.00
Caselle, Inc.	Computer Support	797.52
Colo Dept Of Public Health & Environment	Testing & Permits	7,529.00
Colo. Dept. Of Public Health & Env.	Testing & Permits-Radiation License	115.00
Eagle River Water & Sanitation District	Testing & Permits	1,940.00
SGS North America Inc	Testing & Permits	3,920.88
OCPO	Tuition & Books	(90.00)
Office of Water Programs	Tuition & Books	319.00
Aspen Wireless Technologies, Inc.	Capital Expenditures	410.00
Total WASTE WATER FUND		\$ 144,762.82

WATER FUND

Pinnacol Assurance	Audit Premium Adjustment	\$ 1,680.74
CEBT	Health & Insurance Benefits	10,928.23
Rocky Mountain Reserve LLC	Health & Insurance Benefits	319.76
Standard Insurance Company	Health & Life Ins. Payable-Disability	302.97
King Soopers Customer Charges	Office Supplies	29.49
Quill Corporation	Office Supplies	117.50
DPC Industries, Inc.	Operating Supplies	2,587.83
Gypsum Eagle Ace Hardware	Operating Supplies	893.34
Alpine Lumber Co.	Repair & Maintenance Supplies	25.66
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	1,706.23
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	196.92
USA Blue Book	Repair & Maintenance Supplies	20.19
Wylaco Supply Co	Repair & Maintenance Supplies	137.32
All State Communications	Vehicle Repair & Mtn Supplies	22.25
Fleet Services	Gas & Oil	847.81
Insight Public Sector Inc.	Equipment (Non-Capital)	360.15
Verizon Wireless, Bellevue	Equipment (Non-Capital)	899.99
Core & Main LP	Meters & Related Items/Resale	2,417.00
All State Communications	Communication & Shipping	1.45
CH Diagnostic & Consulting Ser, Inc	Communication & Shipping	80.00
Federal Express Corp.	Communication & Shipping	527.69
Nextrust Inc	Communication & Shipping	723.49
United Parcel Service, Inc.	Communication & Shipping	455.85
USA Blue Book	Communication & Shipping	9.91
Black Hills Energy	Utility Services	56.59
Holy Cross Energy	Utility Services	33,034.07
Chase Paymentech	C.C. Transaction Fees	1,230.00
Xpress Bill Pay	C.C. Transaction Fees	527.71
Outdoor Services Inc	Professional Services	1,000.00

WATER FUND (Cont.)

Garfield & Hecht, P.C.	Legal	99.00
LRE Water	Engineering	859.38
Mott MacDonald	Engineering	3,887.50
A.R. Excavating Inc	Repair & Maintenance Services	2,200.00
All State Communications	Repair & Maintenance Services	68.00
Alpine Glass Inc.	Repair & Maintenance Services	1,810.00
Browns Hill Engineering	Repair & Maintenance Services	849.75
Utility Notification Center Of Colorado	Repair & Maintenance Services	65.00
Vail Honeywagon	Repair & Maintenance Services	170.43
CH Diagnostic & Consulting Ser, Inc	Testing & Permits	1,180.00
Colo Dept Of Public Health & Environment	Testing & Permits	2,025.00
Eagle River Water & Sanitation District	Testing & Permits	300.00
SGS North America Inc	Testing & Permits	868.22
Caselle, Inc.	Computer Support	797.52
Colorado Rural Water Assn	Tuition & Books	210.00
Office of Water Programs	Tuition & Books	270.00
Rocky Mtn Section AWWA	Tuition & Books	345.00
Aspen Wireless Technologies, Inc.	Capital Expenditures	410.00
Mott MacDonald	Tank Replacement	2,282.75
Column	Lower Basin Water Treatment	(35.17)
Total WATER FUND		\$ 79,802.52

REFUSE FUND

Pinnacol Assurance	Audit Premium Adjustment	\$ 40.79
CEBT	Health & Insurance Benefits	2.00
Vail Honeywagon	Operating Supplies	657.63
Nextrust Inc	Communication & Shipping	723.49
Chase Paymentech	C.C. Transaction Fees	172.63
Xpress Bill Pay	C.C. Transaction Fees	76.76
Vail Honeywagon	Repair & Maintenance Service	635.35
Caselle, Inc.	Computer Support	797.49
Vail Honeywagon	Contract Services	52,195.81
Total REFUSE FUND		\$ 55,301.95

STORMWATER FUND

Chase Paymentech	C.C. Transaction Fees	\$ 21.58
Xpress Bill Pay	C.C. Transaction Fees	9.59
Total STORMWATER FUND		\$ 31.17

SALES TAX CAPITAL IMPROVEMENTS FUND

Bushong & Holleman Pc	Legal	\$ 55.00
Town Of Eagle	River Park Pavilion - Building Permit Fees	3,467.81
Total SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 3,522.81

CONSERVATION TRUST FUND

SE Group	Professional Services	\$ 9,191.39
Total CONSERVATION TRUST FUND		\$ 9,191.39

OPEN SPACE

Pinnacol Assurance	Audit Premium Adjustment	\$ 278.38
--------------------	--------------------------	-----------

OPEN SPACE (Cont.)

CEBT	Health & Insurance Benefits	1,023.49
Rocky Mountain Reserve LLC	Health & Insurance Benefits	51.79
Standard Insurance Company	Health & Life Ins. Payable-Disability	57.18
Alpine Lumber Co.	Repair & Maintenance Supplies	801.95
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	47.22
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	41.99
Signature Signs Inc	Repair & Maintenance Supplies	226.00
All State Communications	Vehicle Repair & Maintenance Supplies	146.25
Boyz Toyz & Sonz Inc.	Vehicle Repair & Maintenance Supplies	9.00
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	112.20
Boyz Toyz & Sonz Inc.	Gas & Oil	47.00
Fleet Services	Gas & Oil	314.87
All State Communications	Communication & Shipping	9.54
All State Communications	Repair & Maintenance Services	448.40
Vail Honeywagon	Repair & Maintenance Services	311.48
Mountain Pest Control, Inc.	Weed & Pest Control	2,211.00
Outdoor Services Inc	Weed & Pest Control	6,650.00
Alpine Lumber Co.	Trail Construction - LOV Connection Bridge	177.89
CW&H Graphics	Trail Construction - Trailhead Kiosks	1,250.00
Total OPEN SPACE		\$ 14,215.63

DDA FUND

Downtown Colorado Inc.,	Professional Services	\$ 5,000.00
Conner, Kathleen	Travel	535.05
Total DDA FUND		\$ 5,535.05

TOTAL	\$ 1,100,670.58
PAYROLL	\$ 392,630.51
GRAND TOTAL	\$ 1,493,301.09



To: Mayor and Town Council
From: Tom Gosiorowski, PE, Public Works Director
Date: August 31, 2022
Re: Approval of Pay Application #1 and #2 for 2022 TOE Street Resurfacing Project

REQUEST: Staff is requesting the Council approve 360 Paving, LLC Pay Application #1 for the 2022 Town of Eagle Street Resurfacing project for \$435,518.38 and Application #2 for the 2022 Town of Eagle Street Resurfacing project for \$298,741.47. Per the Town's contract language 5% retainage has been withheld from this pay application.

INTRODUCTION:

Pay Application #1 is for work completed on the following streets:

- Sylvan Lake Road – settlement repair and pave
- Grand Avenue – mill and pave King to Capitol
- Robin's Egg – mill and pave western portion, replace curb and gutter in settlement area, adjust manholes, add ADA ramp
- Silver Spur – mill and pave
- E. Dewey – mill and pave

Pay Application #2 is for work completed on the following streets:

- Abrams Creek Drive – mill, full depth patching, pave, and manhole adjustments
- W. Dewey – mill, full depth patching, and pave
- Lone Spur – mill, full depth patching, and pave
- Sylvan Lake Road – mill and pave settlement in westbound direction
- Manhole repairs on E. Haystacker and 4th of July Road

The total of pay applications #1 and #2 is \$734,259.85 and the project is 99% complete.

BUDGET/STAFF IMPACT: The Town has budgeted \$800,000 in the General Fund, Street Dept – Street Resurfacing in FY2022 for this project. Expenses incurred under this agreement will be paid from this appropriation. The anticipated project budget is included with this memo.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: Entering into this agreement will achieve the Town's 2022 Goal/Strategic Plan of completing a pavement maintenance project which 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. 74, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving Pay Application #1 and #2 between 360 Paving, LLC. and the Town of Eagle.

ATTACHMENTS: Resolution 74, Series 2022

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 74
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AUTHORIZING THE RELEASE OF PAYMENT OF PAY APPLICATIONS #1 AND #2 TO 360
PAVING, LLC.

WHEREAS, on June 22, 2022, the Town entered into an Agreement with 360 Paving LLC
for the street resurfacing project for the following streets:

Pay Application #1 is for work completed on the following streets:

- Sylvan Lake Road – settlement repair and pave
- Grand Avenue – mill and pave King to Capitol
- Robin’s Egg – mill and pave western portion, replace curb and gutter in the settlement area,
adjust manholes add ADA ramp
- Silver Spur – mill and pave
- E. Dewey – mill and pave

Pay Application #2 is for work completed on the following streets:

- Abrams Creek Drive – mill, full depth patching, pave and manhole adjustments
- W. Dewey – mill, full depth patching, and pave
- Lone Spur – mill, full depth patching, and pave
- Sylvan Lake Road – mill and pave settlement in the westbound direction
- Manhole repairs on E. Haystacker and 4th of July Road

WHEREAS, the Town’s Public Works Director has approved the pay application and
retainage;

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

Section 1. The Town Council hereby approves the payment of Pay Application #1
and #2 submitted by 360 Paving LLC for the street resurfacing project for the streets listed
above.

INTRODUCED, READ, PASSED, AND ADOPTED ON SEPTEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



TO: Town of Eagle

DATE: 8/19/2022

0
0

ACCOUNT #: 0

PROJECT NAME: 2022 Overlay
Various Locations in Eagle

CONTRACT No. 0

PROJECT No. 55122

APPLICATION # #1

Original Contract Amount	\$746,687.25
Change Order Amounts	-\$85,894.85
Total Contract Amount	\$660,792.40

Work Completed to date	\$458,440.40
Previous Applications for payment	\$0.00
Prior Retainage	\$22,922.02

Total Amount this Application	\$458,440.40
Total Retainage Held This Application	-\$22,922.02
Total Retainage Paid This Application	\$0.00

Total Amount Requested	\$435,518.38
-------------------------------	---------------------

By: 
Jeremy Sheaffer, Vice President
360 Civil, Inc.

By: _____
Approved by:

PO Box 2247, Gypsum, CO 81637 - office (970) 328-4900 - fax (970) 471-4984 - www.360civil.com



TO: Town of Eagle

DATE: 8/30/2022

0
0

ACCOUNT #: 0

PROJECT NAME: 2022 Overlay
Various Locations in Eagle

CONTRACT No. 0

PROJECT No. 55122

APPLICATION # #2

Original Contract Amount	\$746,687.25
Change Order Amounts	\$25,279.85
Total Contract Amount	\$771,967.10

Work Completed to date	\$772,905.10
Previous Applications for payment	\$0.00
Prior Retainage	\$38,645.26

Total Amount this Application	\$314,464.70
Total Retainage Held This Application	-\$15,723.24
Total Retainage Paid This Application	\$0.00

Total Amount Requested	\$298,741.47
-------------------------------	---------------------

By: 
Patrick Bourke, Managing Member
360 Paving, LLC

By: _____
Approved by:

PO Box 2247, Gypsum, CO 81637 - office (970) 328-4900 - fax (970) 471-4984 - www.360civil.com



To: Mayor and Town Council

From: Larry Pardee, Town Manager

Date: September 13, 2022

Re: Town Manager Report

Administration & Organization

- **A Night of Excellence:**

Rotary Clubs and Starting Hearts: present A Night of Excellence, shining the light on those who serve as Eagle County's First responders. The Eagle Police department has been nominated for two awards:

- **Distinguished Service Award** – is presented to public safety professionals in recognition of outstanding and distinguished service to the people of Eagle County.
- **Call of the Year Award** - is presented to organizations or employees who respond to an out-of-ordinary call or an incident that is unusual or rises to an exceptional level of public interest.

- **Regional Transportation Authority (RTA)**

Bill Ray, RTA Consultant, is the primary consultant on this project. The current plan still aims for a ballot question on the November 8, 2022, election slate. Town representatives are continuing to work with the Technical Committee (Jim White) and the Formation Committee (Nick Sunday).

Economic Development

- The Downtown Development Committee (DDA) held its monthly meeting on Wednesday, September 7, 2022. The DDA board and audience listen to a presentation from Mike Kerrigan a Property Tax Specialist, from the State of Colorado who helped explain how DDA's Tax Increment Financing (TIF) works.
- Also, the board reviewed and approved a draft budget request to be sent to the Town for consideration during our budget process. Staff will review and modify it before presenting a DDA budget proposal to Town Council.
- The next Artwalk on Broadway with it closed is scheduled for Friday, September 9, 2022.
- The next Economic Vitality Committee (EVC) meeting will be on Monday, September 19, 2022. Mick Daly is the new Chairperson. The EVC has agreed on several subcommittees to help focus on its areas of interest.

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

- On August 31st, attended the DDA Prep meeting to prepare for the monthly meeting.
 - September 7th, 2022, I attended the DDA meeting.

- On September 8th, 2022, attended Eagle County Fairgrounds Master Plan Project – Stakeholder session to review design concepts for the Fairgrounds Master Planning project.
- On Friday, September 9th, 2022, I attended both Artwalk on Broadway and Framers Market.
- On Tuesday, September 20th through Thursday, September 22nd, 2022, I, along with Mayor Scott Turnipseed, Council member Geoffrey Gimmer and Community Development member Jackie VanEyll, all will be attending Mountain Towns 2023 Climate Solutions Summit in Breckenridge.

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 (DELIVERED)	Open Space and Trails Presentation
June 1, 2022 (COMPLETED)	Town Council Retreat
June 7, 2022 (DELIVERED)	Clarion Consultant Update/P&Z will attend
July 5, 2022 (DELIVERED)	CU Outdoor Recreation Economy Presentation
August 2, 2022 (No Meeting Scheduled)	
September 6, 2022 (DELIVERED)	Discuss Recommendations from the Housing Assessment
October 4, 2022	2023 –2027 Capital Improvement Plan – Work Session
October 11 th , 2022,	Public Hearing: 2023 budget presentation – Operating
October 25 th , 2022,	Public Hearing: 2023 budget presentation – Capital improvements Plan
November 8 th , 2022,	Final Public Hearing – Adoption of the 2023 Budget
Request for Additional Work Sessions	Topic



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Department Leads
Date: September 13, 2022
Re: Department Updates for August 2022

FINANCE DEPARTMENT

August 2022

- **Town of Eagle Fiscal Health Analysis** – Included in staff reports this month is the Town’s updated Fiscal Health Analysis which was updated with 2021 audited information. In 2013, the Local Government Audit Division developed a set of financial ratios that can be used to assess the fiscal health for Colorado's counties and municipalities that is described in detail in this [report](#). These financial ratios provide information for the Town to monitor, evaluate, and maintain our fiscal health. These ratios may assist the Town in identifying areas to focus for further examination and action.
- **Your Hope Center** – Staff met with the Executive Director of Your Hope Center, Carrie Benway, to discuss the 2023 contribution to Your Hope Center through Community Requests. In the past, Town contributions to Your Hope Center have been budgeted through our Public Safety Department, however, these contributions are donations and should be reviewed and approved by the Council along with all other annual Program – Community Requests. Carrie was very understanding and appreciative of the opportunity to discuss potential funding and conveyed that she must go through a grant process at the Town of Vail as well. Carrie will be submitting a community request this year and also would like to make a presentation to the Council. Staff has currently scheduled her presentation for the September 13th Council meeting.
 - **2023 Community Request Budget** – An additional note in relation to Your Hope Center is the issue of the ever-growing requests and current budget. The Town community request (program funding) budget is currently at \$20,000 annually (\$50,000 for total community requests). The Town’s budget for total community requests decreased in 2014 from \$60K to \$50K and has not increased it since then. In 2022 we had \$85,900 in requests for our \$20,000 budget. By no means is staff suggesting this budget be increased dramatically, however, with the transition of the Hope Center contributions from the Eagle PD budget to Community Request-Programs staff recommends increasing this budget for the Council to contribute if they would like to. **Staff will be recommending a \$10,000 increase to the community request program budget.**
 - *Prior annual Hope Center contributions:*
 - 2015 – \$8,190
 - 2016 – \$6,143
 - 2017 – \$0
 - 2018 – \$0
 - 2019 – \$8,500
 - 2020 – \$4,500
 - 2021 – \$0
 - 2022 – \$1,500
- **Colorado House Bill 21-1220** - enacts recommendations of the Colorado child support commission concerning the establishment, calculation, and enforcement of child support.

- *How this effects the Town* - Colorado State Directory of New Hires – Now requires employers to report Independent Contractors, also known as self-employed or contract employees, as new hires, if they provided their Social Security number for tax purposes.
 - *Finance is required to report all independent contractors that have been hired during the last 365 calendar days and all newly hired independent contractors within 20 days of hiring*
 - *Finance will also need to re-report any independent contractor if they have a break of 60 consecutive days in their pay and return and are paid again*
 - *This new procedure will need to be completed as a part of our A/P process; staff will be working with Caselle to find a solution to make this process as easy as possible*
- **New Optional Sales Tax Exemptions** - Commencing January 1, 2023, the state will have two new exemptions added which are optional for locals to adopt if they so choose. These new exemptions are as follows:
 - **Sales of incontinence products and diapers**
 - **Sales of period products**

These exemption options will be carried under exemptions S and T on the upcoming revision to the [DR1002](#) respectively. **Currently the Town does not allow any state exemption options for sales tax collections. Should the Council want to discuss the addition of any exemptions in the future, please request an upcoming agenda item.** *To make any modification for a sales tax exemption it could be adopted via adopted via resolution/ordinance. If wishing to adopt for a January 1st effective date, a signed adopted copy of the resolution/ordinance would need to be delivered to the State no later than November 15th, 2022 to allow the State to have ample time to implement these changes into their systems.*

- **Opioid Settlement Funds** – At the October 12, 2021 Council meeting, Council approved Resolution 69-2021. The resolution approved the “Colorado opioids settlement memorandum of understanding (MOU) and the associated Colorado subdivision escrow agreement and subdivision participation forms”. The settlement funds are obtained from the “Big 3” opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and opioid manufacturer Johnson & Johnson to resolve claims by state and local government that these companies contributed to the opioid epidemic. **The Town of Eagle was allocated \$1,511 in the first year and a total of \$13,440 over the course of 18 years (averaging \$747/year).** The settlement funds must be used only for “Approved Purposes” which focus on opioid abatement strategies including prevention, treatment, and harm reduction.

The Colorado MOU established a framework for distributing and sharing these settlement proceeds throughout Colorado, which prioritizes regionalism, collaboration, and abatement. The MOU allows local government to choose whether to “opt-in” or “opt-out”

- **Opt-In** - Accept local share of opioid settlement funds and spend funds only for approved purposes. Must report annually to the Colorado Opioid Abatement Council (COAC) how the funds were expended.
- **Opt-Out** - Redirect your local share of opioid settlement funds to the region in which your local government is located.

Finance met with Jim White and Carrie Buhlman to discuss options. In reviewing the “approved purposes” in appendix A of the MOU, staff found a few uses that might possibly fit in with current operating expenditures. However, staff was unsure if it would be fully utilized annually. Staff had also mentioned potential programs that could be built, however currently staff does not have the bandwidth and \$747/year would not remotely cover the cost of any such program to combat the opioid epidemic and treat individuals. Based on the small incremental amount of money the Town would receive annually, the administrative annual reporting requirements, and the true intended purpose of the funds to abate the opioid epidemic and provide treatment, **staff decided to opt out and redirect these funds to the region so they could make a greater impact combined with other settlement funds than the Town could make with \$750/year.** Please let staff know if you have concerns with this decision.

- **Xpress Billpay Form Building** - Finance has been working on implementing “Form Builder” through Xpress Billpay and will continue to work with departments to allow for online payments of more of our service fees and licenses. Forms that we are currently working on:
 - Tobacco License applications/renewals (Went Live in August)

- Records Request Fee (Went Live in August)
- Liquor License applications/renewals (Went Live in August)
- Lodging Tax (TBD)
- Tobacco Tax (TBD)

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2018	2019	2020	2021	2022	VARIANCE FROM PY	
JANUARY	258	303	205	230	249	19	8%
FEBRUARY	272	254	237	217	254	37	17%
MARCH	304	326	234	247	243	(4)	-2%
APRIL	299	215	137	214	331	117	55%
MAY	260	275	162	260	269	9	3%
JUNE	151	298	221	400	398	(2)	-1%
JULY	460	414	314	239	329	90	38%
AUGUST	415	220	241	243	255	12	5%
YEAR TO DATE	2,419	2,305	1,751	2,050	2,328	278	14%

Payroll/HR:

- Positions changes in Payroll
 - 2 New Hires:
 - HR Administrative Tech
 - Town Manager
 - 2 Terminations:
 - B&G Seasonal Employee
 - Water Plan Operator
 - Streets/Water Maintenance Technician
- Finance met with CEBT and HR Staff to discuss 2023 Annual Renewal

Budget:

- Finance continued with Departmental meetings for the 2023-2027 Capital Improvement Plan
- Finance Staff met with Department managers and Town Manager to discuss proposed 2023 departmental operating budgets
- Finance met with Town Manager to discuss 2023 proposed Fee Schedule modifications, that were received from department managers, that will be presented to Council during the budget process
- Finance met with HR Staff and Town Manager to discuss 2022 and 2023 Personnel budget items including 2022 newly budgeted positions/unfilled positions and 2023 proposed positions
- Upcoming Schedule:
 - September 16th – Operating Narratives due to Finance
 - September 27th – Budget Work Session – Personnel/Employee Compensation Plan/Health Insurance/General Benefits
 - October 4th – Budget Work Session 2023 – 2027 Capital Improvements Plan
 - October 11th – Public Hearing: 2023 Budget Presentation – Operating
 - October 25th – Public Hearing: 2023 Budget Presentation
 - November 8th – Public Hearing: Adoption of the 2023 Budget
 - December 14th – Certification of the 2023 Mill Levy
 - January 31st – Deadline for Certified copy of the adopted budget filed with the State

Utilities:

- Property Transfers – 18
- New Account Set Up – 4
- Red Tags – 17
- Shut Offs – 1
- YTD Water Usage is down over prior 3-year average. Although it has been a hot summer, relatively speaking, the Town has seen a pretty good monsoon season.

Water Usage (In Thousands)				
MONTH	PRIOR 3 YEAR AVERAGE	2022	CHANGE OVER AVERAGE	
JANUARY	17,686	16,602	(1,084)	-6%
FEBRUARY	15,691	14,503	(1,188)	-8%
MARCH	15,481	16,436	955	6%
APRIL	16,374	14,988	(1,386)	-8%
MAY	26,085	24,859	(1,226)	-5%
JUNE	53,163	51,373	(1,790)	-3%
JULY	57,665	54,700	(2,965)	-5%
AUGUST	64,354	54,510	(9,844)	-15%
TOTAL YTD	266,498	247,971	(18,527)	-7%

- The final step to complete the LBWTP SRF closeout documents was a final inspection of the facility conducted by a state engineer to ensure that the LBWTP was built in accordance with the approved design. This was completed on August 16th. Once the inspection was completed, Finance was able to submit the final reimbursement request for the remaining \$10,000 in SRF funding for the LBWTP. Staff expects to receive final payout in September.

Training:

- Caselle – Qrt 2 New Connect Features (August 9th)
- IT Training – Teams Meetings/Conference Room Training (August 18th)
- Caselle – New Forms Webinar - AP Check and UM Delinquent Notice (August 18th)

Town Council Department

Budget to Actual:

EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 8 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOWN COUNCIL					
10-49-110 SALARIES & WAGES	3,800.00	30,400.00	45,800.00	15,200.00	86.7
10-49-142 WORKERS COMPENSATION	.00	41.17	59.00	17.83	89.8
10-49-143 HEALTH & INSURANCE BENEFITS	18.00	144.00	168.00	24.00	85.7
10-49-144 FICA - EMPLOYER'S	290.70	2,325.60	3,488.00	1,162.40	86.7
10-49-310 COMMUNICATION & SHIPPING	5.99	5.99	.00	(5.99)	.0
10-49-320 LEGAL NOTICES	.00	.00	500.00	500.00	.0
10-49-330 DUES & SUBSCRIPTIONS	.00	.00	10,000.00	10,000.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	3,500.00	10,000.00	6,500.00	35.0
10-49-371 TRAVEL EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-49-372 MEETING EXPENSE	.00	723.21	3,000.00	2,276.79	24.1
10-49-380 TUITION & BOOKS	14.99	434.99	1,750.00	1,315.01	24.9
10-49-450 SPECIAL COUNCIL FUNDING	2,614.10	2,614.10	72,000.00	69,385.90	3.6
10-49-510 INSURANCE	.00	300.82	818.00	517.18	36.8
10-49-915 COMMUNITY REQUESTS	1,000.00	43,495.00	70,000.00	26,505.00	62.1
TOTAL TOWN COUNCIL	7,743.78	83,984.88	218,383.00	134,398.12	38.5

IT DEPARTMENT

August 2022

Building connectivity:

Phase I is complete. Town Hall, Public Works, Lower Water Lower Wastewater are interconnected, and staff is on a common network. Additionally, the Information Center, Brush Creek Pavilion, and Town Park Stage have been provided Town Internet access. Fiber redundancies will be finished as opportunity presents.

Phase II of the building connectivity project will start in October. Phase II connects Enterprise infrastructure to the Town network.

DDA Internet Services:

Core broadcast sites have been installed and configured. Connectivity has been stable during testing, and we expect to formally launch Internet service options to the Broadway Corridor (DDA) this month. Registration information will be open to DDA members via Kat Connor this month. <https://www.aspensmart.net/eagle>

Telecommunications Shelter:

The damaged interior components for the telecommunications shelter have arrived and are being installed. We expect to test the telecommunications shelter this month and begin moving THOR equipment in October/November. The Town's collocation services should be formalized and available by Jan 1, 2023.

SPECIAL EVENTS & MARKETING

August 2022

AUGUST EVENTS:

- No town-produced events in the month of August
- Coordinated August events:
 - National Night Out
 - Eagle Mushroom and Wild Food Festival
 - ARTwalk – September 9 is the last full street closure for the year
 - Farmer’s Market – I approved request to change the time from 9am-2pm to 3pm-7pm.
 - Time change has created friction with ARTwalk
 - ShowDownTown – last show was August 11. Participated in event recap with VVF.
 - Mountain Youth Sustainable Splash – TOE participated in event
 - Our Community Table
 - Outdoor Music & Movie Series

Marketing & Events Advisory Committee (MEAC) – August 3, 2022

- Define MEAC event vs. community event vs. program
 - The 2012 ballot language specifies MEAC events are supplemented from lodging tax (out-of-town guests) and community events do not require events to focus on lodging tax (community-based events)
- Funding request application process open September 1 – October 10
- MEAC to present to Town Council on November 8

MARKETING

- Maintain and update EagleOutside events calendar and special event webpage and calendar submission
- Collaborating with Dot Zero and MEAC members on ideas for EagleOutside refresh
- Contracted with Capture the Action for website video production
- Daily Social Media posts on Facebook and Instagram
- Created four full-page ads for Mountain Lifestyle Magazine

ADMINISTRATIVE DUTIES:

- Distribute Special Event Permit applications to appropriate departments and review special requests
- Create requisitions and ensure all invoices are properly coded, routed and submitted to finance in a timely manner
- MEAC funded contracts created and signed by appropriate parties
- Create MEAC packet materials, meeting minutes, and follow-up

Meetings

- Pre-planning meeting with Jaimie & Mary Ann for Mushroom Festival
- Tara Novak & Jennifer Filipowski with ARTwalk to discuss time change of Farmer’s Market
- Mountain Rats to discuss closure of Capitol Street in Eagle Ranch September 16 - 18
- Met with Ted to discuss return of Block Party 2023
- Pre-planning meeting with Hutch about upcoming HS Cycling Race
- Pre-planning meeting for Walk to End Alzheimers
- Attended Chief of Police meet & greet
- Angela Muller with Farmer’s Market & Tara Novak with ARTwalk and myself met to discuss ideas on how to promote the two “overlapping” events.
- Community Leadership Academy, presented by VVP
- Communications Meeting
- Green Team

UPCOMING EVENTS:

SEPT 2	Eagle Farmer's Market & Art Show
SEPT 4	Yoga in The Park
SEPT 7	Yoga by the River
SEPT 9	ARTwalk - Broadway Street Closure
SEPT 9	Eagle Farmer's Market & Art Show
SEPT 10-11	Colorado High School Cycling League
SEPT 10	Eagle River Clean Up Day
SEPT 14	Yoga by the River
SEPT 16	Eagle Outdoor Music & Movie Series - SING 2
SEPT 16	Eagle Farmer's Market & Art Show
SEPT 17-18	Mountain RATS
SEPT 21	Yoga by the River
SEPT 23	Eagle Farmer's Market & Art Show
SEPT 24	Eagle Cleanup & Hard-to-Recycle
SEPT 24	Vail Valley Walk to End Alzheimer's
SEPT 28	Yoga by the River

COMMUNITY DEVELOPMENT

August 2022

Town of Eagle and the Community Development Office welcome Clifford “Cliff” Simonton as Senior Planner! Cliff joins the Town most recently from Cordillera as the Community Planning Manager with a focus on architectural design review. Before joining the metropolitan district, Cliff held various positions at Eagle County for nearly 20 years specializing not only in land-use but also in developing the open space program, long-range planning, and code enforcement. Among his other professional achievements, Cliff has worked in project management, competitive ski coaching, and served as an educator at his alma mater Battle Mountain High School.

LONG RANGE PLANNING

- **ReCode Eagle – The Land Use and Development Code (LUDC) Update**
 - o The Code committee’s next meeting is scheduled for 9/19/22.
 - o As public drafts of sections of the new Code become available, community members can view these resources at www.Townofeagle.org/ReCodeEagle.
- **Comprehensive Affordable Housing Assessment (CAHA) by Economic & Planning Systems (EPS)**
 - o EPS held an Affordable Housing Workshop with staff and Town Council on 9/6/22. The group discussed the findings from the [CAHA](#) and considered strategies and recommendations to encourage affordable housing within the Town.
 - o Watch the recorded work session ([LINK](#)) or download the presentation deck ([LINK](#)) for the latest data.

LAND USE APPLICATIONS IN PROGRESS:

For more information and to access project documents, visit the Town’s [Active Land Use Applications Page](#).

- **DR21-02, PPFP21-01: Reserve at Hockett Gulch**
 - o The two applications are as follows:
 - DR21-02, Major Development Permit: Seeking approval to construct 216 rental units and a clubhouse on 17.2 acres. Forty-five percent (45%) of the units proposed include a deed restriction requiring local residency.
 - PPFP21-01, Preliminary Plan & Final Plat: Seeking approval to subdivide 29.65 acres into three lots and two open space tracts.
 - o Public hearing schedule:
 - Town Council: 9/13/22 (Continued from 8/23/22)
- **SU22-05: 1215 Chambers Avenue Outdoor Storage Facility**
 - o A Special Use Permit application to operate an outdoor storage facility in the Commercial General (CG) Zone District.
 - o Public hearing schedule
 - Planning & Zoning Commission: 9/20/22
 - Town Council: 10/11/22
- **DR22-05 & EP22-06: The Vine Restaurant**
 - o A Minor Development application and encroachment permit to modify the building and expand the patio at 127 West Second Street.
 - o Public hearing schedule: To be announced.
- **DR22-04 & PPFP22-01: Habitat for Humanity / 3rd Street Housing**
 - o A Preliminary Plan and Final Plat to create a 2.2-acre lot and a Major Development Permit for 16 homes (8 duplexes).
 - o Public hearing schedule: To be announced.

OTHER NOTABLE UPDATES

- Green Team & Town of Eagle Community Events – for more information or to volunteer, contact Jackie.VanEyll@townofeagle.org
 - Saturday, Sept 10, 2022: Annual Eagle River Cleanup
 - Saturday, Sept 24, 2022: Hard to Recycle Items & Community Cleanup
- Mountain Towns 2030 – Climate Solutions Summit: Sept 20-22, 2022
 - The MT2030 Climate Solutions Summit is the annual gathering of key stakeholders from mountain and outdoor resort communities, working together to implement bold ideas to meet the zero-carbon commitment.
 - Mayor Scott Turnipseed, Councilmember Geoff Grimmer, and Green Team Lead Jackie VanEyll will be attending. Geoff will present on topics such as the Town's Net Zero by 2030 goal (NZ2030), greenhouse gases (GHG) inventory, [Drawdown](#) best practices, and how the Palmer Fund intends to fill gaps to best support the Town.
- American Planning Association, Colorado Chapter Annual Conference: Sept 28-30, 2022
 - Chad Phillips will be presenting on a panel accompanied by Don Elliott (Clarion Associates, Director) and Lesli Kunkle Ellis (Larimer County, Community Development Director). *Take this job and love it! Tips for happier and more engaged managers and employees.*

BUILDING DEPARTMENT UPDATE

Eddie Wilson and Jackie VanEyll are serving on the Eagle County Code Cohort which is working on the adoption of the 2021 International Energy Conservation Code (IECC) and amendments for communities in Eagle County. The kickoff meeting for this group will be Tuesday, Sept 13, 2022

435 Eby Creek Apartment – 30-unit apartment building

- Building permit under review

775 Sawatch Road – Expansion of Western Slop Laundry

- Building permit under review

410 Broadway – Mixed use building on Broadway

- Construction underway

Eagle River Park Pavilion

- Building permit under review

The figures below show general activity levels not broken down by permit type (building, electrical, plumbing, mechanical, etc.)

TYPE OF WORK PERFORMED	NUMBERS PERFORMED IN 2021	NUMBERS PERFORMED TO-DATE 2022
Inspections (n/i planning/pw)	1,380	854
Permits Processed	359	272

TOWN COUNCIL AND PLANNING & ZONING COMMISSION MEETING SCHEDULE:

September 2022
September 13 th (Town Council) • LURA22-07 Code Amendment to Section 4.13.240 – Assurance for Completion of Public Improvements • LURA22-06 Code Amendment to Section 4.12.040 – Lot Line Adjustment • DR21-02 Major Development Permit for Reserve at Hockett Gulch (Continued from 8/23/22)
September 20 th (Planning & Zoning Commission) • SU22-05 1215 Chambers Avenue Outdoor Storage Facility Special Use Permit
September 19 th (LUDC UC) • Agenda forthcoming.
September 27 th (Town Council) • Code Amendment to Section 13.17.040 to Allow the Use of Masonry Heaters
October 2022
October 3 rd (LUDC UC) • Agenda forthcoming.
October 4 th (Planning & Zoning Commission) • <i>No land use files scheduled at this time.</i>
October 11 th (Town Council) • SU22-05 1215 Chambers Avenue Outdoor Storage Facility Special Use Permit
October 17 th (LUDC UC) • Agenda forthcoming.
October 18 th (Planning & Zoning Commission) • <i>No land use files scheduled at this time.</i>
October 25 th (Town Council) • <i>No land use files scheduled at this time.</i>

POLICE DEPARTMENT

August 2022

2022 July Calls for Service: 1,289

2022 January-July: 7,298

2021 July Calls for Service: 901

2021 January-July: 6,006

Agency Assist -- 12	Fire/Medical -- 19
Assault -- 1	Fraud -- 1
Burglary -- 1	Harassment -- 5
Burglary False Alarm -- 7	Juvenile/Family Incident -- 6
Child Abuse Investigations -- 0	Missing/Recovered Juvenile -- Adult - 3
Citizen Assist -- 50	Narcotics -- 0
Civil -- 10	Noise -- 8
Code Violation -- 1	Protection Order Violation -- 3
Crash -- 27	Child Sex Assault -- 1
Damage/Vandalism -- 2	Misconduct Investigations -- 0
Death -- 0	Sex Offender Check/Registration -- 0
Disturbance -- 18	SRO Related -- 0
Dogs Leash, Welfare or Noise (EPD and not A.C.) 5	Suicidal/Welfare -- 6
Harassment - 2	Suspicious Person/Vehicle/Occurrence -- 54
DUI/D -- 10	Theft -- 8
DUR	Trespassing -- 3
F or M Menace/Assault/Weapons MM- FW- 0	Warrant Arrest -- 2
	Wildlife Animal -- 2



Eagle Police Department celebrated National Night Out on August 2nd 2022 at Brush Creek Pavilion. National Night Out, held annually by law enforcement agencies across the United States, is a national community-building campaign that promotes police-community relationships. This free event featured music, food, kids' activities, and an opportunity to interact with your Eagle Police Department. We would like to thank the community and the incredible sponsors for helping to make National Night Out 2022 a success and look forward to hosting everyone again next year!

Be Bear Aware! EPD continues to receive several calls about bears in town. Colorado Parks and Wildlife worked with EPD to respond to bear calls and ensure the safety of both the community and the animals themselves. EPD would like to remind citizens to keep their trash secured and not to approach a baby bear since it's mama isn't often very far away.

School is back in session! Sgt. Rich, SRO Scriver and Ofc. Westering spent some time at the middle school football games one evening.

A motor vehicle accident was reported after an unoccupied vehicle moved into traffic and struck another traveling vehicle. It was determined that the empty vehicle was not fully shifted into park and suspected that the dogs in the vehicle may have hit the gear shift into reverse, causing the vehicle to roll backwards into traffic. No injuries were reported.

Acting Chief Buhlman, Ofc. Heil, and Madison spent some time volunteering at the Salvation Army's 'Empty Bowls' fundraiser in Edwards one morning. This event allows the public to be served delicious soup from local restaurants by their first responders and participate in a silent auction to benefit the Salvation Army.

Eagle Police officers received a call stating that a female subject was on top of a parked vehicle hitting the windshield with a male subject inside. The male subject stated that they were in a verbal argument before he got into the vehicle to drive away. That's when the suspect tried to remove the male from the car by pulling his hair and then getting on top of the vehicle to prevent him from driving away. The female subject was arrested and booked on charges of harassment and domestic violence.

One morning, Ofc. Sanders hung out with a large crowd at Color Coffee who were gathering for some coffee and snacks before they headed out for a group mushroom gathering trip. Ofc. Sanders provided some traffic control as the citizens loaded into their vehicles and left for their adventures.

DUIs on the rise. Eagle Police Department made 9 DUI arrests in August and responded to 1 DUI as a routine cover car for Eagle County Sheriff's Office. One such arrest was made after a woman was contacted trying to leave a local liquor store and blew a .268 BrAC at the jail (this is over 3 times the legal limit of 0.08). Another evening, a concerned citizen called in reporting that there was a male passed out inside of a locked vehicle. The vehicle was parked sideways on a roadway. He couldn't be alerted, his foot was on the gas, and the engine was floored with the vehicle in park. Concerned for driver and witness safety, officers made forcible entry through the passenger side window and requested a medical response. No medical issues were found other than intoxication. On a Monday night, Eagle Police Officers were returning after assisting ECSO on a disturbance in progress when each officer made a separate DUI stop. The first vehicle was stopped after they illegally passed another car on the shoulder. After investigation the driver was arrested and booked for felony DUI for his current intoxication and for having prior DUI convictions. The second vehicle was stopped for having no license plates and weaving in and out of its lane. After stopping the vehicle, an open container of alcohol was observed on the passenger floor and the driver blew a .131 BrAC. Eagle Police would like to thank the public for calling in suspected drunk drivers and playing your part in keeping drunk drivers off of the roads!

While on patrol after dark, an Eagle Police officer observed a vehicle speeding with no headlights on Sylvan Lake Road. After activating the lights on his patrol car to initiate a traffic stop, the suspect vehicle sped away. The officer was able to get the license plate and responded to the address the vehicle was registered to. The mother of the driver answered the door and it was determined that the driver was under 18. Shortly after, the newly licensed driver returned to the residence and received some education on driving laws. The driver received a summons to court for reckless driving, permit restriction violations, and warned for eluding.

County Court – Available upon request.

Local and Regional Calls for Service – Available at Dispatch

HUMAN RESOURCES

August 5 - Sept 8, 2022

Benefits

- Benefits orientation and enrollment processed for 4 staff members
- FAMLI "Opt Out" 2nd presentation to council 08/09/22, opt out notices sent to staff and DOL
- Reviewing 2023 Renewal and plan options for 2023 Benefits Open Enrollment in Oct/Nov

Risk Management, Safety and Work Comp

- Managing 5 General Liability & PC Open claims
- Managing 2 work comp claims and 2 modified duty assignments
- Administering 1 ADA Accommodation
- I9 Audit conducted, corrections completed
- Confined Space Entry Draft Policy Recommendations sent to Public Works
- Confined Space New Hire Safety Policy created

Recruiting – Onboarding

- New Hire paperwork processed for 3 new staff members and 1 new P & Z Commissioner
- Benefits orientations conducted for 6 staff members
- Hired HR Admin Tech, conducting training and onboarding
- Chief of Police Interviews conducted, conditional offer presented, conducting extensive background check.
- Code Enforcement conditional offer made, conducting extensive background check.
- Update on current efforts As of 7/7/22
- 2022 started with 30 open positions, increased to 35 positions, deleted 3 seasonal, Current list is 32 for 2022 (11 were newly budgeted positions for 2022).
 - 20 positions filled
 - 6 positions in progress
 - 5 positions pending, below the red line
 - 3 seasonal positions deleted – too late in season to fill

Other

- Stay Interview Forms sent to Leadership Team to conduct with all staff
- HR File Record Retention project, 30% completed
- Assisted with Retirement Celebration and Town Gift for Ron Trujillo
- 2023 Budget season:
 - Working with staff on budget estimates for staff incentive plan, earning Job related certificates/training
 - 2023 Compensation study - Working with Caselle to submit pay data to compensation analyst

TOWN CLERK

August 2022

Communications – Eagle Today – 3038 Subscribers

IN THIS EDITION: August 29, 2022

- [Position Openings](#)
- [Funding Requests 2023](#)
- [September Events](#)
- [Be Bear Aware!](#)
- Annual Eagle River Clean Up Day
- [ReCode Eagle Community Surveys](#)
- Pay Utilities by Text
- Hard to Recycle Event September
- National Night Out Thank You!
- See Something Say Something
- Town Offices Closed September 5th
- [Ask the Town](#)

Website News Flash

- Paving of Grand Avenue – Yay Striping!
- Residential Curbside Collection Pilot Program
- ReCode Eagle: Installment One Community Survey and Outreach
- Town of Eagle Community Energy Efficiency Program
- New Utility Billing – Pay by Text
- Sustainable Splash
- Voluntary Fishing Closures
- Open Space and Recreation Advisory Committee Vacancy
- Town of Eagle Announces Finalists in Chief of Police Search

Ask the Town – <https://www.townofeagle.org/975/Ask-us-a-question>

- Mailing address update for utilities
- Utility water use question x 2
- Trees in the public right of way question
- Senior utility rate question
- Community Grant question
- Reimbursement request for turf replacement

Records Requests July – 5 – YTD – 27

Licenses

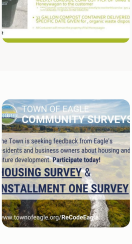
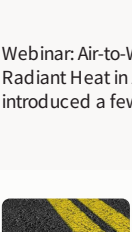
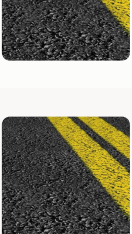
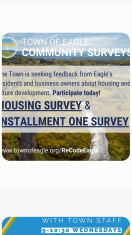
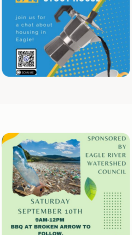
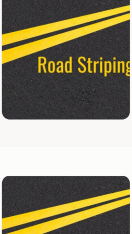
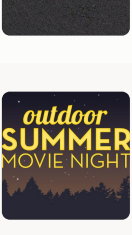
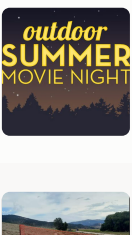
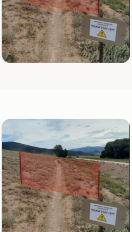
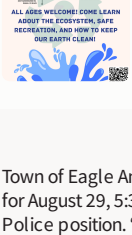
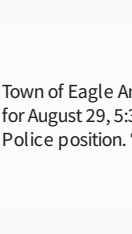
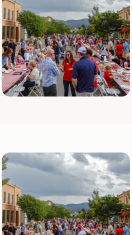
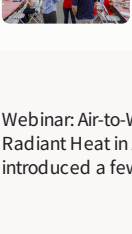
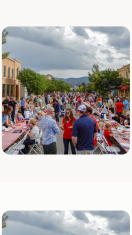
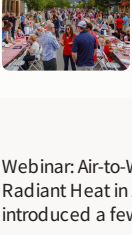
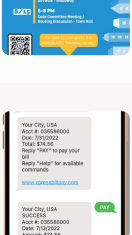
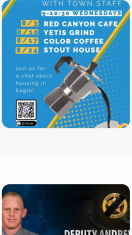
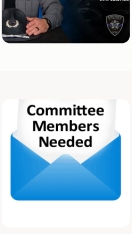
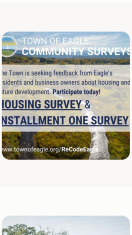
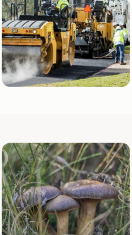
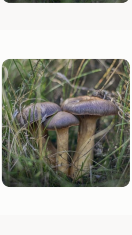
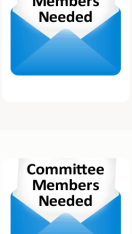
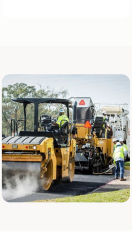
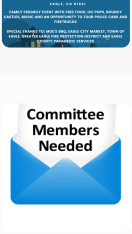
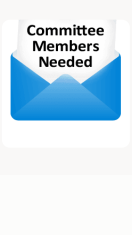
- Business License 2022 Revenue: \$46,510.00 – Budget \$44,000.00 (includes contractors)
 - Business Licenses Issued: 350
- Liquor License
 - Eagle Diner – Renewal
 - City Market – Renewal
- Marijuana
 - Sweet Leaf Pioneer – Renewal Center Type 1 Medical
- Tobacco
 - No activity

Post performance - Facebook

Data from 01 Aug, 2022 to 31 Aug, 2022

Sources

- Eagle Outside
- Town of Eagle, CO

Eagle Outside Aug 30, 03:00		Thinking about compost and how it can work for you? Join us at Town Hall tomorrow Aug 30th from 6p-8p and connect with the experts from Vall Honeywagon!	Town of Eagle	0	0	0%	139	0	0	0
Town of Eagle, CO Aug 30, 03:00		Thinking about compost and how it can work for you? Join us at Town Hall tomorrow Aug 30th from 6p-8p and connect with the experts from Vall Honeywagon!	Town of Eagle	0	0	0%	236	0	0	0
Town of Eagle, CO Aug 29, 23:00		The Town of Eagle wants to hear from you! Our housing survey is now also available in Spanish. www.townofeagle.org/ReCodeEagle	Town of Eagle	0	5	1.98%	252	0	0	0
Town of Eagle, CO Aug 29, 23:02		Webinar: Air-to-Water Heat Pumps Overview - This is an introduction to Hydronic Heat Pumps for Radiant Heat in All-electric Homes. Low-temperature air-source hydronic heat pumps were first introduced a few years ago as an alternative to natural gas or propane boilers with in-floor radian...	Town of Eagle	2	10	2.62%	381	0	0	0
Eagle Outside Aug 26, 23:00		Highway 6 Restriping is scheduled for tomorrow, Saturday, August 27. Thank you for your patience.	Town of Eagle	0	4	0.99%	406	2	0	0
Town of Eagle, CO Aug 26, 23:00		Highway 6 Restriping is scheduled for tomorrow, Saturday, August 27. Thank you for your patience.	Town of Eagle	2	137	13.84%	990	10	0	0
Town of Eagle, CO Aug 25, 23:01		The Town of Eagle wants to hear from you! Our housing survey is now also available in Spanish. www.townofeagle.org/ReCodeEagle	Town of Eagle	0	9	1.93%	466	0	1	0
Town of Eagle, CO Aug 23, 20:02		Drop by Stout House Coffee & Kitchen Aug 24th between 9a-10:30a to discuss Eagle housing needs with Town staff! #coffeeandaconcho www.townofeagle.org/ReCodeEagle	Town of Eagle	0	5	1.01%	497	1	0	0
Eagle Outside Aug 29, 21:20		Help show love to our beautiful Eagle River! Let us know if you would like to join Town of Eagle in cleaning up our designated stretch of the river. Must be 14 years or older to participate. Contact jackie.vane@townofeagle.org	Town of Eagle	0	1	0.57%	176	1	0	0
Town of Eagle, CO Aug 29, 21:20		Help show love to our beautiful Eagle River! Let us know if you would like to join Town of Eagle in cleaning up our designated stretch of the river. Must be 14 years or older to participate. Contact jackie.vane@townofeagle.org	Town of Eagle	0	4	1.83%	219	1	1	0
Eagle Outside Aug 23, 03:00		Thinking about compost and how it can work for you? Join us at Town Hall tomorrow Aug 23rd from 12p - 2p and connect with the experts from Vall Honeywagon!	Town of Eagle	0	3	1.19%	252	0	1	0
Town of Eagle, CO Aug 23, 03:00		Thinking about compost and how it can work for you? Join us at Town Hall tomorrow Aug 23rd from 12p - 2p and connect with the experts from Vall Honeywagon!	Town of Eagle	0	4	1.79%	224	0	0	0
Town of Eagle, CO Aug 22, 21:00		The Town of Eagle wants to hear from you! Our housing survey is now also available in Spanish. www.townofeagle.org/ReCodeEagle	Town of Eagle	0	5	1.58%	316	0	0	0
Eagle Outside Aug 22, 18:02		You may have noticed the imperfect striping along the Grand Avenue corridor. The Town is working with the contractor to repair as soon as possible. Thank you for your patience and understanding.	Town of Eagle	0	7	1.77%	395	1	0	0
Town of Eagle, CO Aug 22, 18:00		You may have noticed the imperfect striping along the Grand Avenue corridor. The Town is working with the contractor to repair as soon as possible. Thank you for your patience and understanding.	Town of Eagle	6	413	17.06%	2,421	43	10	0
Eagle Outside Aug 22, 14:19		Eagle Outdoor Movies - Mountain Recreation has teamed up with Kaleidoscope to offer an outdoor movie opportunity to the community. Join us Thursday, August 25 at the Eagle Town Park for live music and a movie under the stars...	Town of Eagle	0	5	1.25%	401	4	0	0
Town of Eagle, CO Aug 22, 14:19		Eagle Outdoor Movies - Mountain Recreation has teamed up with Kaleidoscope to offer an outdoor movie opportunity to the community. Join us Thursday, August 25 at the Eagle Town Park for live music and a movie under the stars...	Town of Eagle	1	21	3.01%	697	7	1	0
Eagle Outside Aug 22, 18:24		Owing to construction near the Haymaker Trail, the lower section of Haymaker, by the grub pile, is temporarily closed due to safety concerns. Please use the left (northwest) fork for the time being. Thank you!	Town of Eagle	0	2	0.59%	337	0	0	0
Town of Eagle, CO Aug 22, 18:24		Owing to construction near the Haymaker Trail, the lower section of Haymaker, by the grub pile, is temporarily closed due to safety concerns. Please use the left (northwest) fork for the time being. Thank you!	Town of Eagle	0	6	0.79%	762	2	0	0
Eagle Outside Aug 19, 14:04		Do you love your community and our outdoor playgrounds? Join Mountain Youth at the Eagle River Park tomorrow, Aug 20th, for Sustainable Splash! Stop by Town of Eagle's booth to learn about our Green Team's community initiatives...	Town of Eagle	0	5	1.82%	275	2	1	0
Town of Eagle, CO Aug 19, 14:01		Do you love your community and our outdoor playgrounds? Join Mountain Youth at the Eagle River Park tomorrow, Aug 20th, for Sustainable Splash! Stop by Town of Eagle's booth to learn about our Green Team's community initiatives...	Town of Eagle	0	6	2.84%	211	1	0	0
Eagle Outside Aug 18, 20:01		Town of Eagle Announces Finalists in Chief of Police Search Candidate Meet-and-Greet Scheduled for August 29, 5:30 - 7:30 pm. EAGLE, CO - The Town of Eagle has selected finalists for the Chief of Police position. "The Town of Eagle Police Chief Hiring Committee is excited to announce that the...	Town of Eagle	0	0	0%	182	0	0	0
Town of Eagle, CO Aug 18, 20:00		Town of Eagle Announces Finalists in Chief of Police Search Candidate Meet-and-Greet Scheduled for August 29, 5:30 - 7:30 pm. EAGLE, CO - The Town of Eagle has selected finalists for the Chief of Police position. "The Town of Eagle Police Chief Hiring Committee is excited to announce that the...	Town of Eagle	0	7	1.53%	459	2	0	0
Eagle Outside Aug 18, 18:02		Our Community Table is this Sunday, August 21 from 4pm-7pm on Broadway Street. This is a free event. Reserve your table at townofeagle.org	Town of Eagle	0	12	2.84%	422	3	0	0
Town of Eagle, CO Aug 18, 18:00		Our Community Table is this Sunday, August 21 from 4pm-7pm on Broadway Street. This is a free event. Reserve your table at townofeagle.org	Town of Eagle	0	12	3.03%	396	0	0	0
Town of Eagle, CO Aug 17, 12:02		Webinar: Air-to-Water Heat Pumps Overview - This is an introduction to Hydronic Heat Pumps for Radiant Heat in All-electric Homes. Low-temperature air-source hydronic heat pumps were first introduced a few years ago as an alternative to natural gas or propane boilers with in-floor radian...	Town of Eagle	0	4	1.34%	299	1	0	0
Town of Eagle, CO Aug 16, 20:01		Grab your first cup at Color Coffee Roasters and connect with Town staff on Eagle housing! We'll be there tomorrow Aug 17th between 9a-10:30a. #coffeeandaconcho www.townofeagle.org/ReCodeEagle	Town of Eagle	0	9	1.6%	561	4	0	0
Eagle Outside Aug 16, 03:00		Thinking about compost and how it can work for you? Join us at Town Hall and connect with the experts from Vall Honeywagon!	Town of Eagle	0	0	0%	196	0	0	0
Town of Eagle, CO Aug 16, 03:00		Thinking about compost and how it can work for you? Join us at Town Hall and connect with the experts from Vall Honeywagon!	Town of Eagle	0	4	1.23%	326	2	1	0
Town of Eagle, CO Aug 15, 14:02		Tonight community members are invited to the ReCode Eagle steering committee meeting beginning at 6pm here at Town Hall. How can we meet Eagle's housing needs? www.townofeagle.org/ReCodeEagle	Town of Eagle	2	9	2.23%	403	1	0	0
Town of Eagle, CO Aug 12, 20:01		Stop by Town Hall as you enjoy tonight's ARTwalk on Broadway! Share your input and feedback on Eagle's housing needs. www.townofeagle.org/ReCodeEagle	Town of Eagle	0	1	0.44%	227	0	0	0
Town of Eagle, CO Aug 12, 16:02		You can now pay your utility bill by text! Beginning August 2022, the Town now offers the ability for residents to pay their utility bill via text. This can be set up in resident's Xpress Bill Pay account. For more information, please visit http://p...	Town of Eagle	0	7	1.62%	433	1	1	0
Eagle Outside Aug 12, 18:04		Catch Kaleb's Katch at the Eagle Farmer's Market at Town Park 3pm-7pm and then head to the ARTwalk on Broadway 5pm-8pm.	Town of Eagle	0	0	0%	228	0	0	0
Town of Eagle, CO Aug 12, 18:02		Catch Kaleb's Katch at the Eagle Farmer's Market at Town Park 3pm-7pm and then head to the ARTwalk on Broadway 5pm-8pm.	Town of Eagle	0	1	0.38%	262	0	0	0
Eagle Outside Aug 11, 23:00		This Friday, August 12th is the 2nd Friday of the month. Join us at the Eagle ARTwalk on Broadway Street. 5pm-8pm. Fun for the whole family.	Town of Eagle	0	0	0%	219	0	0	0
Town of Eagle, CO Aug 11, 23:00		This Friday, August 12th is the 2nd Friday of the month. Join us at the Eagle ARTwalk on Broadway Street. 5pm-8pm. Fun for the whole family.	Town of Eagle	0	2	0.61%	329	2	0	0
Town of Eagle, CO Aug 11, 19:01		If housing is music to your ears, let's connect at ShowDown Town this evening! www.townofeagle.org/ReCodeEagle	Town of Eagle	0	1	0.26%	386	0	0	0
Town of Eagle, CO Aug 11, 16:03		The Town of Eagle wants to hear from you! www.townofeagle.org/ReCodeEagle	Town of Eagle	0	11	2.75%	400	1	0	0
Town of Eagle, CO Aug 10, 19:01		Stop by our tent at the Eagle Sports Complex tonight from 6p-8p! What are your thoughts on Eagle's housing needs? www.townofeagle.org/ReCodeEagle	Town of Eagle	0	4	0.81%	495	1	0	0
Town of Eagle, CO Aug 09, 20:01		Connect with us the Eagle Yeti's Grind, Aug 10th between 9a-10:30a to discuss housing in our community! #coffeeandaconcho www.townofeagle.org/ReCodeEagle	Town of Eagle	0	2	0.5%	400	0	0	0
Town of Eagle, CO Aug 08, 21:15		From Eagle Police Department: We want to share our most sincere and heartfelt condolences with Deputy Andrew Peery's family, friends, and brothers and sisters in blue at EPC Sheriff's Office. Deputy Peery, thank you for your...	Town of Eagle	2	195	14.09%	1,384	29	0	0
Town of Eagle, CO Aug 08, 15:01		AUGUST 1, 2022: The Open Space and Recreation Advisory Committee (OSRAC) is currently accepting applications for a new committee member! If you are passionate about open space and trails in the Town of Eagle, now is your chan...	Town of Eagle	0	1	0.39%	256	0	0	0
Town of Eagle, CO Aug 08, 14:03		Want to chat housing? Find us at some of your favorite local spots and events throughout August and let's connect! www.townofeagle.org/ReCodeEagle	Town of Eagle	0	21	2.21%	951	1	3	0
Eagle Outside Aug 08, 00:01		OUR COMMUNITY TABLE SUNDAY, AUGUST 21 4 PM-7 PM The Friends of Eagle and Downtown Alliance have joined forces to bring back this beloved event. This is a free community event. Reserve your table at townofeagle.org Brin...	Town of Eagle	0	3	1.22%	245	2	0	0
Town of Eagle, CO Aug 08, 00:00		OUR COMMUNITY TABLE SUNDAY, AUGUST 21 4 PM-7 PM The Friends of Eagle and Downtown Alliance have joined forces to bring back this beloved event. This is a free community event. Reserve your table at townofeagle.org Brin...	Town of Eagle	0	8	2.21%	362	1	1	0
Town of Eagle, CO Aug 06, 14:01		The Town of Eagle wants to hear from you! www.townofeagle.org/ReCodeEagle	Town of Eagle	0	18	3.41%	528	2	1	0
Town of Eagle, CO Aug 06, 14:01		Paving of Grand Avenue (old Hwy 6) - Starting August 6th, the Town will be paving Grand Avenue (old Hwy 6) between Sylvan Lake Road and Eby Creek Road roundabouts. Travelers should expect delays between the hours of 7 A...	Town of Eagle	0	5	1.01%	494	5	0	0
Eagle Outside Aug 05, 14:03		This weekend, the 14th Annual Eagle Mushroom and Wild Food Festival returns this year bringing notable national experts in mushroom and wild food foraging, cuisine, cultivation, preservation and adventuring to our small Western Slope...	Town of Eagle	0	4					

Sales Tax – 2022 Sales Tax

August 2022 Revenue Period Receipts of \$811,313.66 was the highest monthly collection to date with the second highest being \$799,872.60 in October 2021.

Filing Period: this indicates sales tax for the actual month sales occurred. These numbers will fluctuate throughout the year as it is reflecting late payments by the retailer or customer retail returns (deductions). Filing Period numbers are updated quarterly. This is the most accurate picture of sales tax collections for that month.

Revenue Period: this amount indicates the month revenue is received by the Town. Revenue period is all money collected by the state for the previous month and any additional months a retailer remits. This amount is what is deposited in the Town's bank account. These returns also get categorized into a "filing period" and are reflected in the sales tax report. This total amount will not change.

2022					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 656,489.36	\$ 756,522.10	10%	\$108,423.99	1700
Feb	\$ 652,484.10	\$ 645,546.63	12%	\$76,896.61	1570
Mar	\$ 728,601.32	\$ 662,102.20	26%	\$78,856.55	1508
1 Q	\$ 2,037,574.78	\$ 2,064,170.93	15%	\$264,177.15	
Apr	\$ 662,173.53	\$ 690,087.86	11%	\$96,780.33	1670
May	\$ 695,914.21	\$ 697,691.25	21%	\$80,285.44	1696
Jun	\$ 723,689.05	\$ 693,689.31	10%	\$89,006.46	1678
2 Q	\$ 2,081,776.79	\$ 2,081,468.42	14%	\$266,072.23	
Jul	\$ 762,105.49	\$ 762,434.69	11%	\$106,817.35	1707
Aug		\$ 811,313.66	15%	\$99,649.28	1796
Sep			-100%		
3 Q		\$ 1,573,748.35	-23%		

2021					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 551,018.08	\$ 688,558.97	19%	\$67,050.62	1443
Feb	\$ 522,289.69	\$ 576,588.68	20%	\$81,832.64	1311
Mar	\$ 620,202.63	\$ 525,690.74	13%	\$51,489.75	1270
1 Q	\$ 1,693,510.40	\$ 1,790,838.39	18%	\$ 200,373.01	
Apr	\$ 590,933.22	\$ 623,363.57	13%	\$67,089.31	1429
May	\$ 618,461.24	\$ 575,664.72	17%	\$70,368.59	1264
Jun	\$ 687,202.67	\$ 629,801.19	24%	\$61,561.99	1416
2 Q	\$ 1,896,597.13	\$ 1,828,829.48	18%	\$ 199,019.89	
Jul	\$ 693,301.18	\$ 686,861.36	23%	\$76,562.82	1418
Aug	\$ 667,410.87	\$ 703,257.97	23%	\$75,027.61	1509
Sep	\$ 677,770.63	\$ 662,179.98	12%	\$80,601.68	1600
3 Q	\$ 2,038,482.68	\$ 2,052,299.31	19%	\$232,192.11	

MUNICIPAL COURT	August Statement		
Court held August 3 & 17			
Citations Issued	Current	YTD	2021
Animal Control	4	41	25
Juvenile	5	16	17
Misdemeanor/Ordinance	0	10	15
Parking	8	106	140
Traffic	44	153	188
Total	61	326	385
Fines and Fees Collected	Current	YTD	2021
(includes collections for previous months)			
Court Costs	\$ 150.00	\$ 720.00	\$ 1,210.00
Criminal Police Equipment and Training Surcharge	\$ 40.00	\$ 230.00	\$ 190.00
Traffic Surcharge	\$ 430.00	\$ 2,210.00	\$ 3,360.00
Deferred Judgment Fee	\$ -	\$ 225.00	\$ 150.00
Fines	\$ 4,405.00	\$18,945.00	\$30,732.50
Outstanding Judgement Fee	\$ -	\$ -	\$ 360.00
Stay of Execution Fee	\$ -	\$ 65.00	\$ -
Bad Check Fee	\$ -	\$ -	\$ 120.00
Warrant Fee	\$ -	\$ 66.67	\$ 140.00
Failure to Appear	\$ 245.00	\$ 2,158.33	\$ 2,800.00
Victim Restitution Fee	\$ -	\$ -	\$ -
Total	\$ 5,270.00	\$24,620.00	\$39,062.50
Dispositions (Payments or Court Appearances)	Current	YTD	2021
Animal Control	3	24	14
Juvenile	2	12	15
Misdemeanor/Ordinance	1	5	8
Parking	17	131	146
Traffic	27	104	189
Total	50	97	372
Outstanding Fines and Fees At Collections & by Date			
Current	\$ 520.00		
1-30 Days Past Due	\$ 600.00		
31-60 Days Past Due	\$ 1,395.00		
61-90 Days Past Due	\$ 700.00		
91-180 Days Past Due	\$ 9,204.00		
Total	\$12,419.00		

Public Works

August 2022

Public Works Staffing

We enjoyed a few weeks of being fully staffed while it lasted, but alas we have some vacancies again. In Buildings & Grounds we are down to one part-time seasonal staff member, if anyone would enjoy spending time on a lawn mower or cleaning restrooms please contact me, we would love to have your help. With a recent retirement we currently have one vacancy on the Streets team. We also had one of our water treatment plant operators resign recently so have a new vacancy in Water. And, COVID ain't over, one staff person is currently out sick but hopefully this will be short lived. On the positive side, one staff member who had been on an extended leave due to injury has been able to return with restrictions, but it's great to have this person back!

Buildings & Grounds

On the night of August 10th someone decided it would be fun to begin peeling the paint off of the concert stage building at Town Park. Louie's team was able to jump on this and re-paint, it's amazing what some people do for fun!



Replacement of several dead trees at the River Park will occur during the week of September 12th. An ecological restoration contractor will be installing native shrubs and trees in planting beds near the river soon.

B&G had the Human Resources office area in Town Hall repainted and also removed some un-used shelving and furniture from the same space, it looks great!

Final fertilizing and aeration of parks is being completed for the year. It's amazing to think that in a few weeks we will be blowing out irrigation systems, what happened to the summer?!

We're having some difficulty with the non-potable irrigation system at the Nogal Road park, and the park is looking pretty rough as a result. This is really a shame as this park is located in what is probably the highest population density neighborhood in Eagle. The irrigation system draws water from the Eagle River and due to the frequent sediment loading in the river the system is prone to clogging up and pumps burning out. Nogal Road Park

has a complicated maintenance situation with the Town owning the park and being responsible for mowing, but two adjoining property owners being responsible for maintenance and operation of the irrigation system. It's on my long-term wish list to pursue grant funding to install a proper playground in this park along with enhanced landscaping and a more resilient non-potable irrigation system.

Streets

Hopefully everyone has noticed that the weird striping on Grand Avenue has been corrected. I want to extend a lot of gratitude to our paving contractor, 360 Civil, for being so willing to get the problem corrected as quickly as possible.

"Stencil" pavement markings (cross walks, stop bars, lane arrows, etc.) should begin installation during the week of September 12th.

Street re-paving work has been completed for 2022. Grand Avenue, Abrams Creek Road, Silver Spur, Lone Spur, East & West Dewey, and a portion of Robbins Egg Lane were re-surfaced with process that involved removing two inches of the existing asphalt, repairing cracks and severely damaged sections of roadway, and re-paving with two inches of new asphalt. The asphalt removed is re-used by the Town for surfacing gravel roads/alleys/parking lots and for road shoulders. Re-using this material greatly reduces the fuel consumption associated with crushing gravel and trucking material in from gravel pits, and also reduces our expenditures.

Crack filling of roadways is going on as I write this, work this year is focused on the Harrier Circle ares.

Streets has recently been working with the Police Department to install signage in some parks that will better enable officers to boot potential vandals out of the parks at night. We thank PD for their cooperation on this.

Water & Wastewater

Yearout Energy projects – we are focusing in on solar systems at the Wastewater and Lower Basin Water Treatment Plants. From an economics standpoint, an approximate 650kw system makes sense at the Wastewater plant, and a 200kw system at the LBWTP. We recently had a meeting with Holy Cross Energy to discuss this and were informed that they are very unlikely to approve a 650kw system at Wastewater unless it includes battery storage. Battery storage in itself does not present a great advantage to our wastewater operations, but we are exploring the economics of this nonetheless. If battery storage does not make sense, then we will probably aim for a 499kw system at Wastewater in order to work within Holy Cross's policies.

All Water and Wastewater plants are operating smoothly.

Video inspection of sewer mains has been completed for this year, no significant issues were discovered. The Town performs video inspection on 25% of our sewer pipes each year on a rotating four year cycle.

We recently discovered that we have a nice population of tiger salamanders that are residing in a settling pond at one of our treatment plants. I hear they make good pets.



River Park Project

Building permit issuance is still pending. We anticipate that building materials will begin arriving soon, these will be stored in the Public Works yard until such time as construction can begin.

No news yet from the Corp of Engineers regarding our 404 permit application for Rapid Block installation.

Open Space & Trails

Lots of work going on to prepare the Haymaker Trails and surrounding area for the upcoming high school mountain bike races.

The OSRAC recently made two recommendations to Council regarding UTVs travel on the Town's open space motorized route, and adjusting seasonal closure dates to match those used by BLM. We are working with the Town Manager now to develop a plan and date for bringing these recommendations to Council for your consideration.

We recently learned that Eagle Valley Land Trust has informed Abrika that they are not interested in a conservation easement proposed on a portion of the Haymeadow development property as it is currently proposed. It is unclear at this time if this means that the conservation easement proposal is off the table entirely.

Engineering

Work continues on the Eby Creek art wall and landscaping project. There has been one snag encountered – the company supplying the structures that will hold the art has informed the Town that they are unwilling to provide a performance and payment bond as required by Colorado law for government construction projects in excess of \$50,000. This means that we will need to engage another firm to act as a general contractor that would provide the required bonding. Dennis is preparing an RFP to be issued soon for this general contractor.

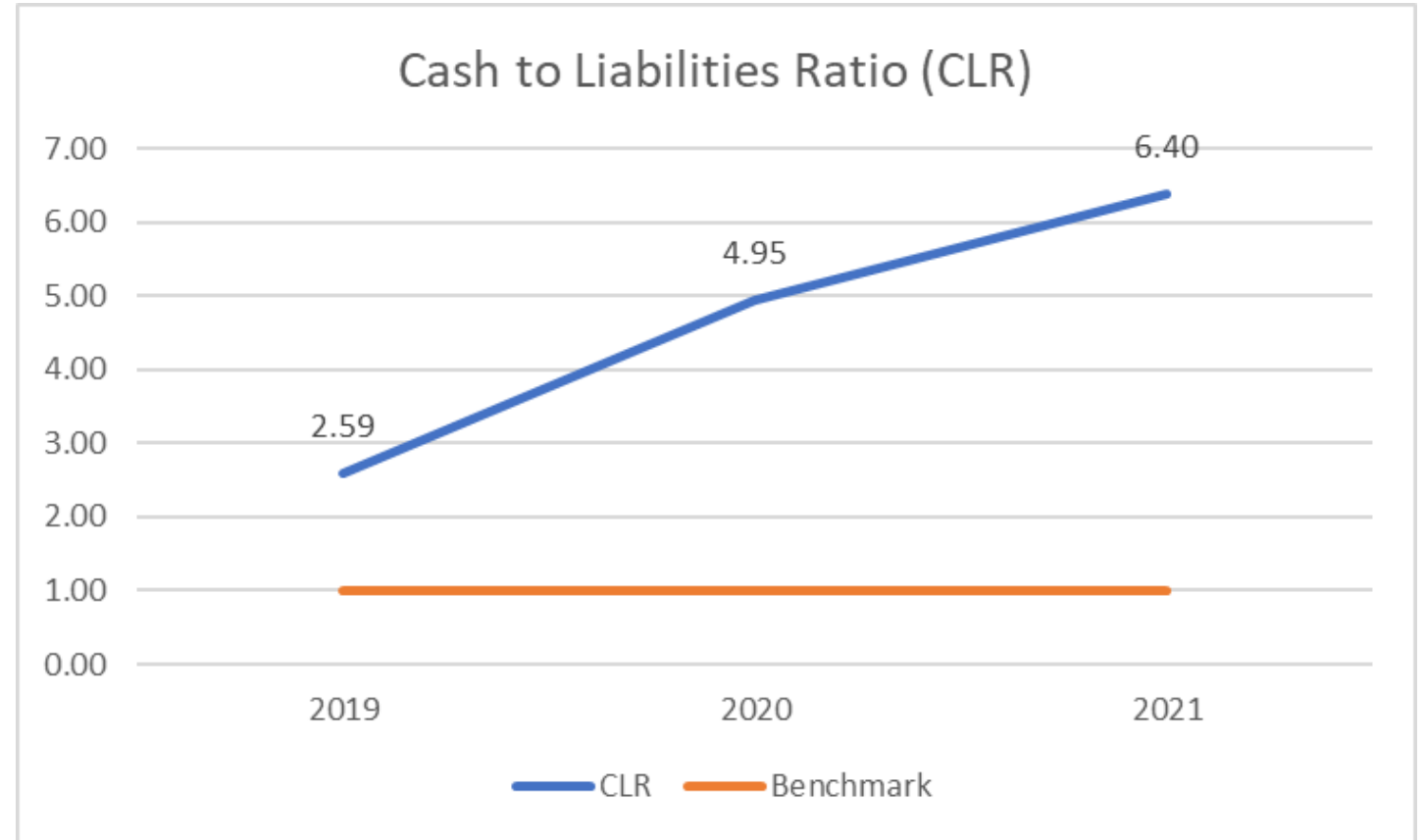
Martha is currently negotiating a fee and scope with the consulting firm selected to prepare concept designs for traffic calming and pedestrian safety improvements along Sylvan Lake Road. This work will include a public outreach component. Based on recent the success of the Community Development department utilizing pop up tents to and informal outreach events we are leaning toward a similar method of engagement, and also utilizing website providing info and a vehicle for collecting public input.

Development of an RFP for design services on the Grand Avenue Corridor project should begin soon and I would hope that we have a consultant on board and beginning to work by the end of this year.

Town of Eagle Fiscal Health Analysis 2019-2021



Cash to Liabilities Ratio (CLR)



Cash to Liabilities Ratio (CLR) encompasses the cash position of the Town, not including fiduciary funds or discretely presented component units

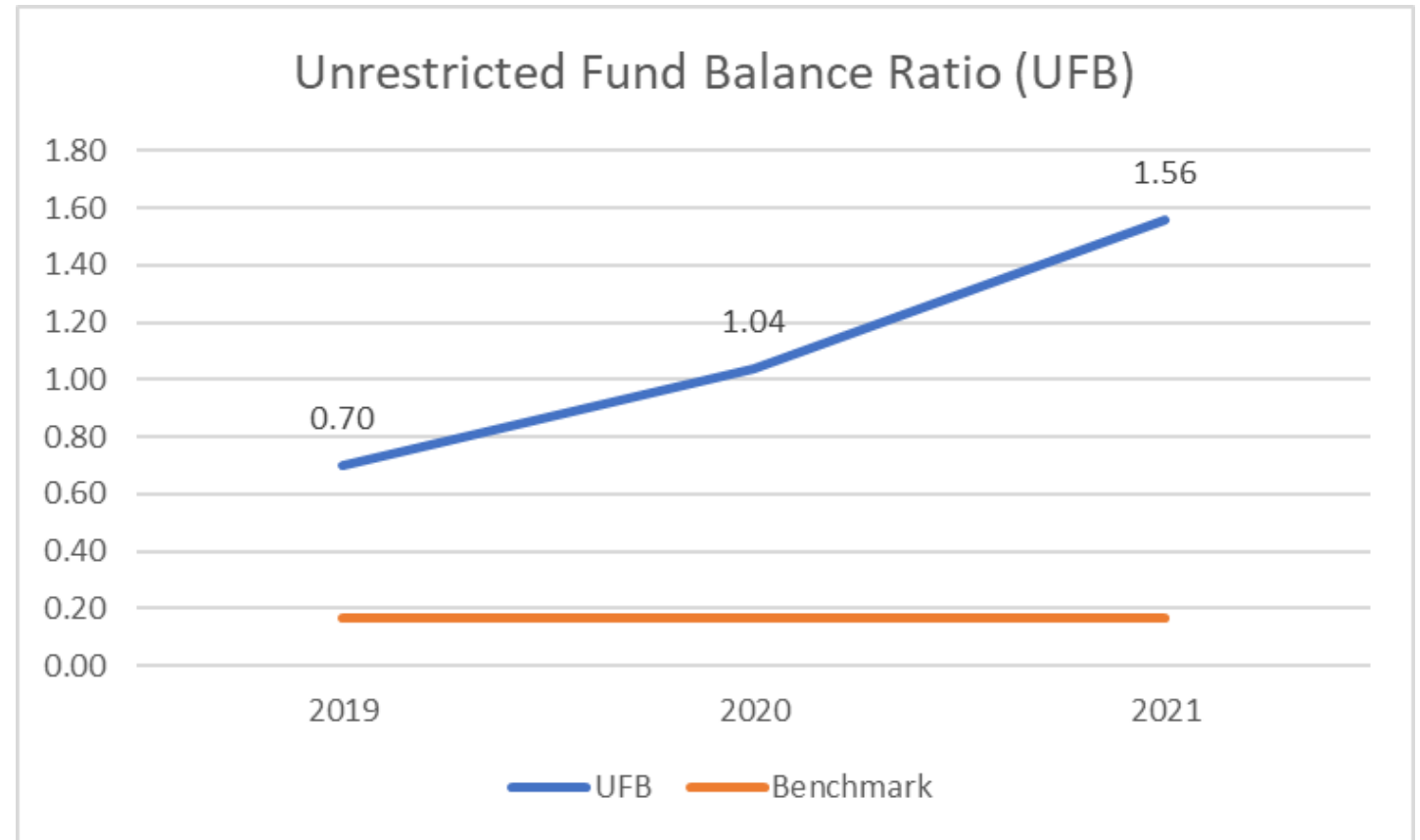
BENCHMARK:

A CLR of 1.0 means there is exactly enough cash to pay off current liabilities

FINANCIAL FLAGS:

Continuous decline in CLR from year 1 to 3, with year 3 less than 1.0 or CLR less than 1.0 in all 3 years

Unrestricted Fund Balance Ratio (UFB)



Unrestricted Fund Balance Ratio (UFB) indicates if the Town's available fund balance is sufficient to withstand possible financial emergencies

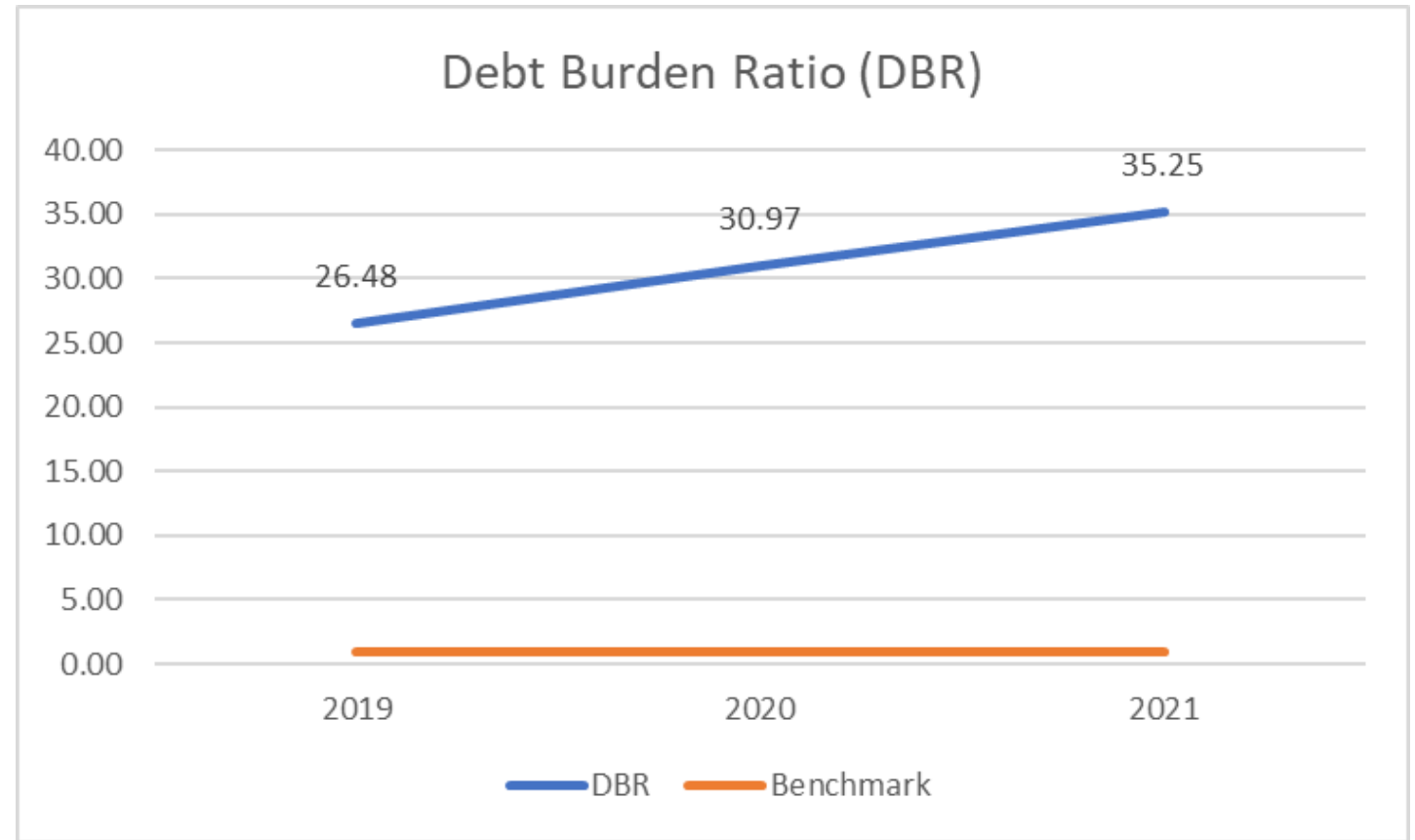
BENCHMARK:

A UFB of 0.167 means the Town has funds to cover at least 2 months of regular general fund expenditures

FINANCIAL FLAGS:

Continuous decline in UFB from year 1 to 3, with year three less than 0.167 <or> UFB zero or less in year 3

Debt Burden Ratio (DBR)



Debt Burden Ratio (DBR) Indicates if the Town's annual revenue will cover its annual debt payments (including principal and interest)

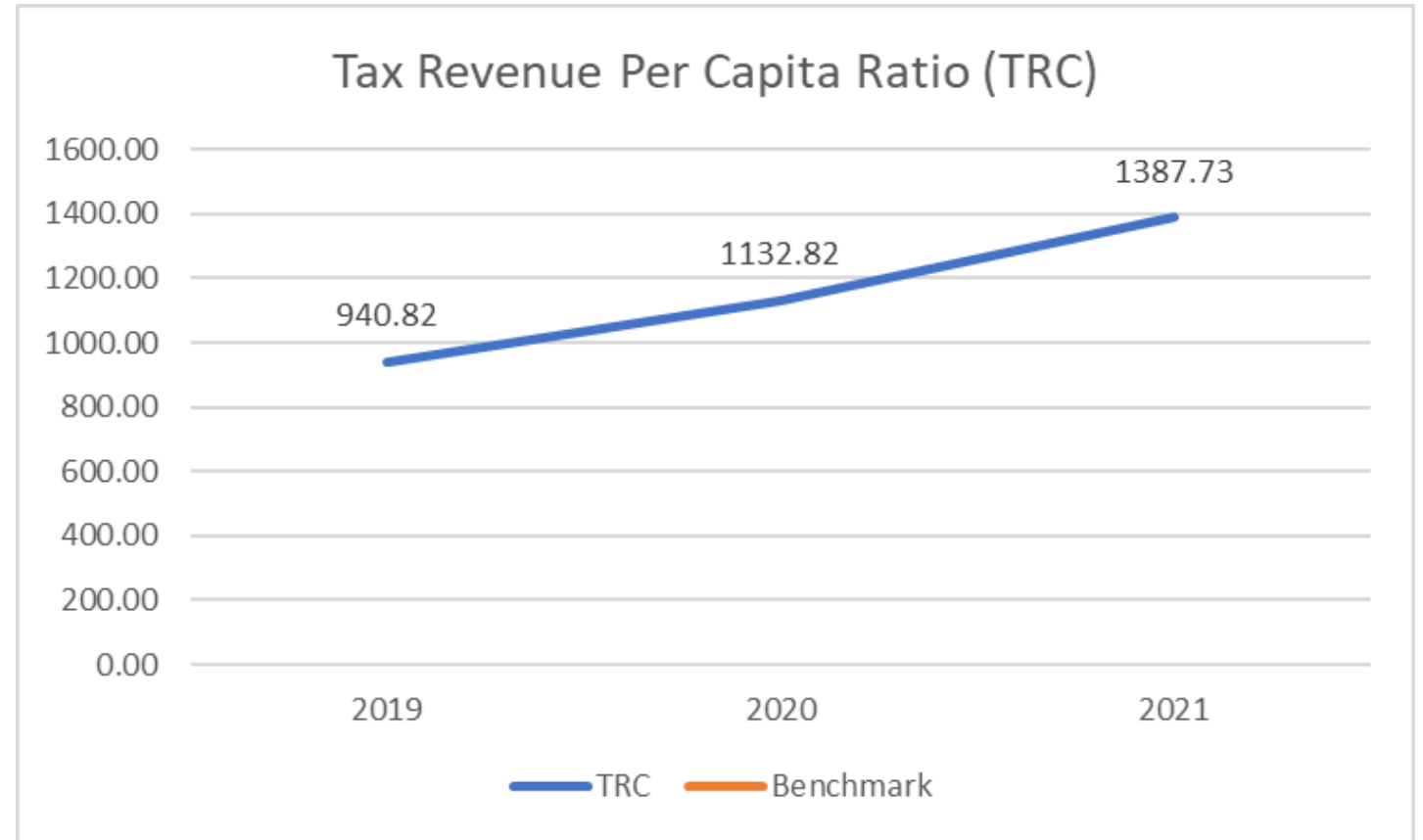
BENCHMARK:

A DBR of 1.0 means the debt service equals the annual revenue of the fund supporting the debt

FINANCIAL FLAGS:

Continuous decline in DBR from year 1 to 3 and DBR year 3 less than 1.0

Tax Revenue Per Capita Ratio (TRC)



Tax Revenue per Capita ratio (TRC) indicates the extent to which tax revenues in the Town's funds changes in comparison to changes in population

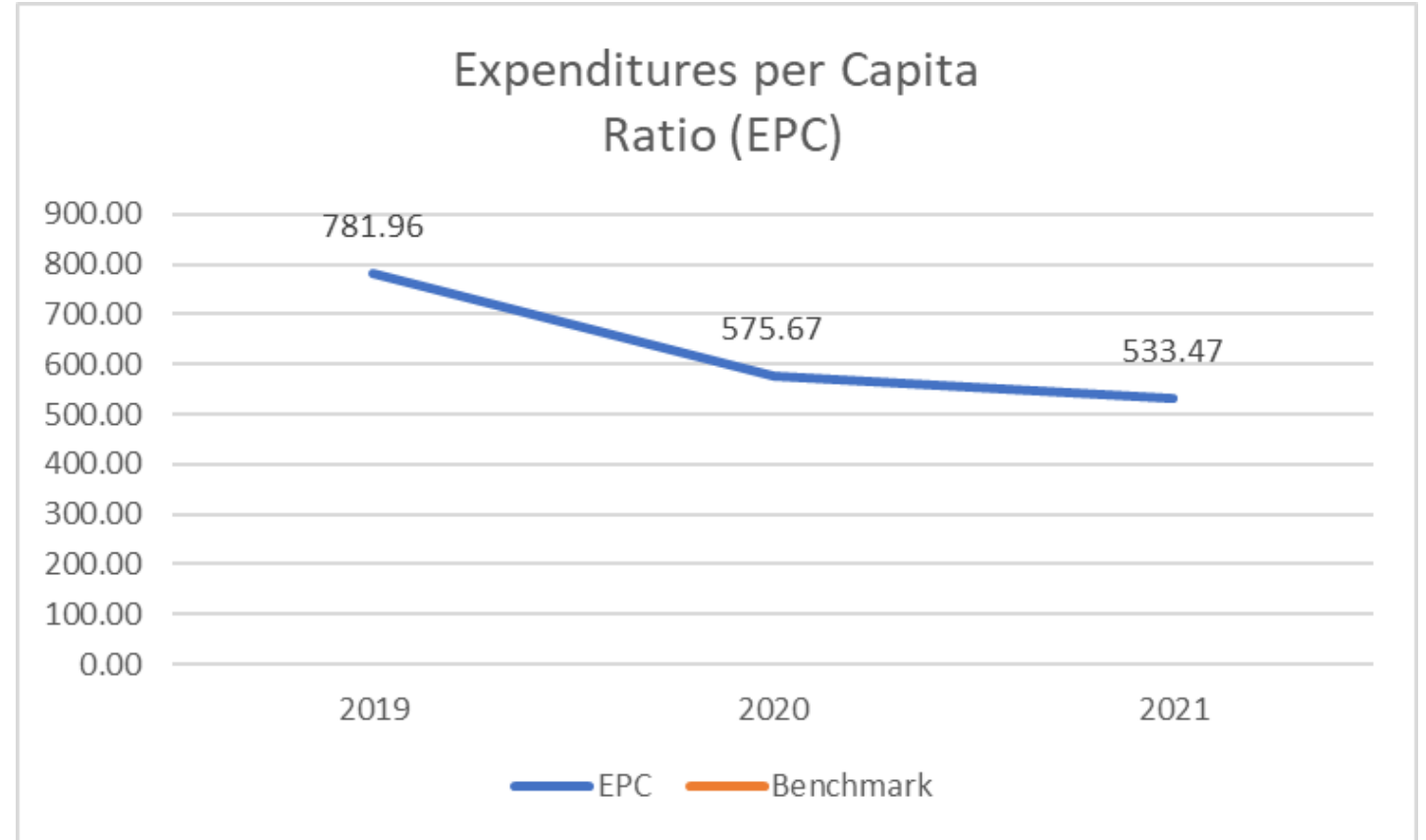
BENCHMARK:

The TRC should be a steady or increasing number (irrespective of what the number is)

FINANCIAL FLAGS:

Continuous decline in TRC from year 1 to 3

Expenditures Per Capita Ratio (EPC)



Expenditures per Capita ratio (EPC) indicates the extent to which the Town's annual general fund expenditures changes in comparison to changes in population

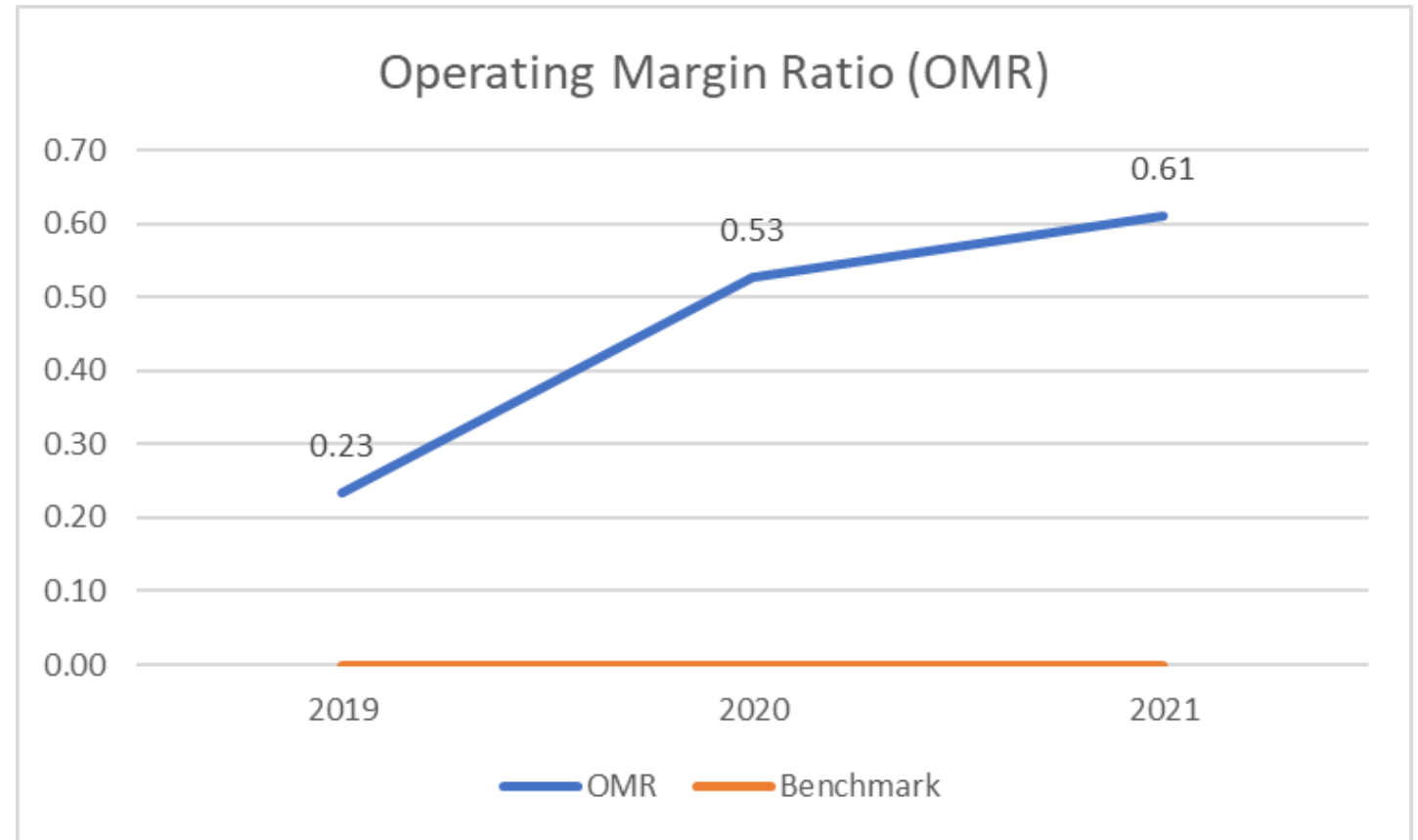
BENCHMARK:

The EPC should be a steady or declining number (irrespective of what the number is)

FINANCIAL FLAGS:

Continuous increase in EPC from year 1 to 3

Operating Margin Ratio (OMR)



Operating Margin Ratio (OMR) indicates the amount added to the Town's reserves for every \$1 in total general fund gross revenue

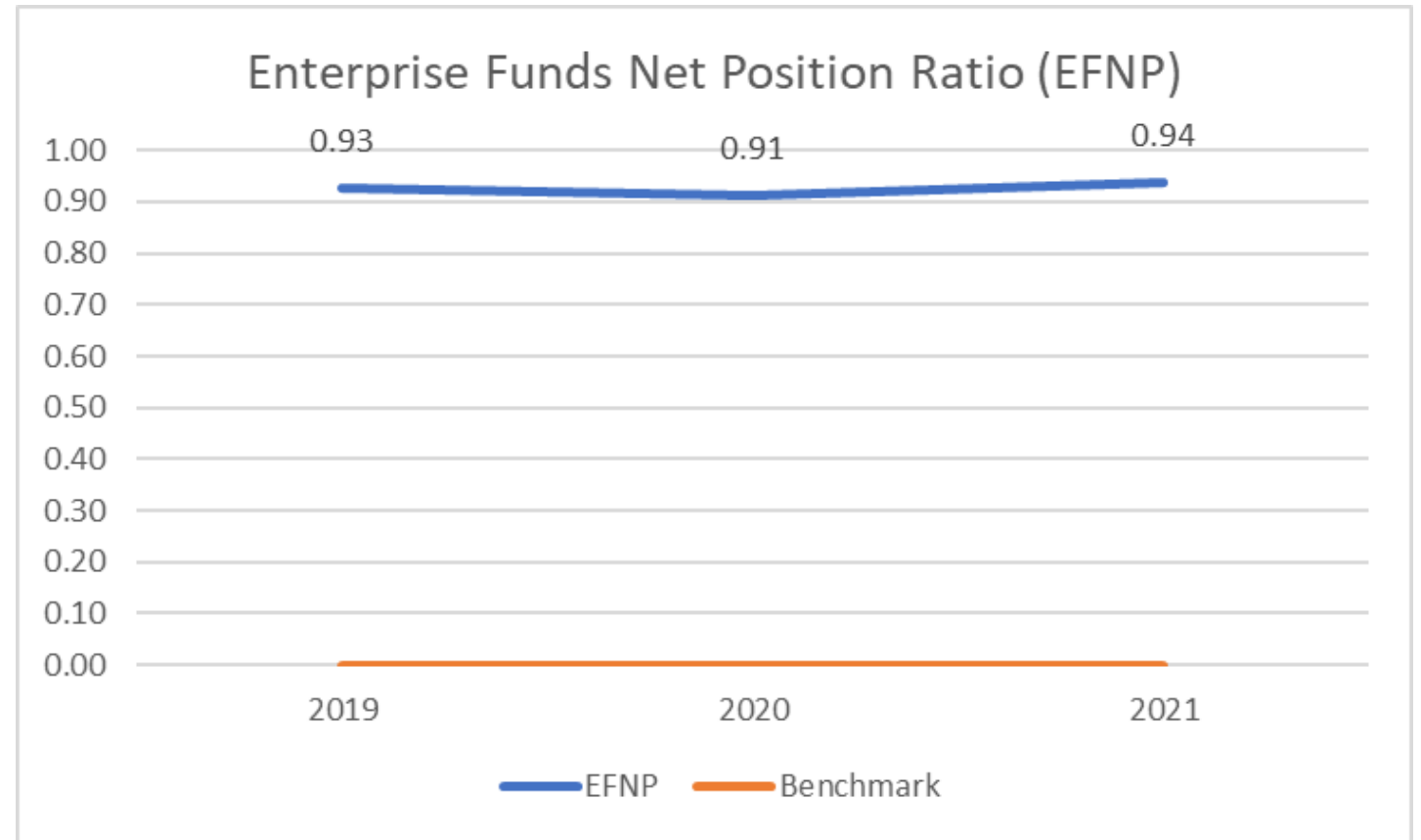
BENCHMARK:

An OMR of 0.01 would indicate that \$0.01 in net income is produced for every \$1.00 in gross revenue

FINANCIAL FLAGS:

Continuous decline in OMR from year 1 to 3 with year 3 less than 0 or OMR less than 0 all 3 years

Enterprise Funds Net Position Ratio (EFNP)



Enterprise Funds Net Position ratio (EFNP) indicates whether the Town's net position in enterprise funds is increasing or decreasing

BENCHMARK:

The EFNP is not a specific numerical value, but should remain consistent or increase over time

FINANCIAL FLAGS:

Continuous decline in EFNP from year 1 to 3 with year 3 less than 0 **<or>** EFNP less than 0 all 3 years



To: Mayor Turnipseed and Town Council

From: Community Development Department

Date: September 13, 2022

Agenda Item: Ordinance 15, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 4.13.240 of the Eagle Municipal Code, Regarding Assurances for Completion of Public Improvements

REQUEST:

For Town Council to consider amending Section 4.13.240 of the Land Use and Development Code (Code).

INTRODUCTION:

When public improvements (water/sewer mains, sidewalks, street signage, etc.) are required in a subdivision or development, Section 4.13.240 of the Code provides the Town with the tools to ensure that the public improvements are completed to the satisfaction of the Town's standards.

ANALYSIS:

Staff is proposing to repeal and replace Section 4.13.240.F and G. The amendment will simplify how the Town collects performance guarantees for these improvements as well as add flexibility to the timing for completing public improvements. The existing language fails to recognize the unique needs of individual projects. By removing Section 4.13.240.G. in its entirety, Town Council will be able to approve the timing for completing public improvements through the development agreement or subdivision improvement agreement. Currently, the Code restricts the release of building permit until all public improvements have been completed. Under the new language, issuance of the building permit and/or certificate of occupancy will be negotiated under the necessary agreement.

The existing language can be found in Section 4.13.240 ([LINK](#)) of the Code. The proposed language is outlined in Ordinance 15, Series 2022, which is included as an attachment in the packet.

On September 6, 2022, the Planning & Zoning Commission reviewed the amendment and recommended approval. There was discussion about adding clarity to the overall process in Section 4.13.240, not just sections 'F' and 'G', however, staff shared that this will be done through ReCode Eagle.

COMMUNITY INPUT:

None received.

BUDGET / STAFF IMPACT:

No impact to the 2022 budget.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

This amendment aligns with the strategic goal to 'Improve Community Responsive Services' by replacing stringent regulations to be more responsive to changes in the business environment and encourage thoughtful development.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to APPROVE Ordinance 15, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 4.13.240 of the Eagle Municipal Code, Regarding Assurances for Completion of Public Improvements.

ATTACHMENTS:

- Ordinance 15, Series 2022

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 15
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING SECTION 4.13.240 OF THE EAGLE MUNICIPAL CODE, REGARDING
ASSURANCES FOR COMPLETION OF PUBLIC IMPROVEMENTS

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

Section 1. Section 4.13.240(F) of the Eagle Municipal Code is hereby repealed in its
entirety and reenacted as follows:

Section 4.13.240 – Assurance for completion of public improvements.

F. Performance guarantee.

1. To ensure the installation of required public improvements, the subdivision improvement agreement or development agreement shall require the developer to guarantee the completion of all such improvements by one or more of the methods specified in this section. The means of a guarantee may be changed during the guarantee period through a written modification of the agreement only. The amount of the guarantee shall be determined on the basis of the developer's engineer's cost estimate, as accepted by the Town. The guarantee shall remain in effect until final acceptance of improvements.

2. The engineer's cost estimate shall state the estimated cost of completion for each required public improvement, and must be approved by the Town. The guarantee of completion of public improvements shall include a ten (10) percent overrun allowance.

3. The following are options for the performance guarantee:

a. Deposit in escrow. The developer may elect to deposit a cash sum equal to the guarantee as required herein. In the case of an escrow account, the developer shall file with the Town an escrow agreement in a form approved by the Town Attorney.

b. Letter of credit. The developer may elect to provide from a bank or other responsible financial institution authorized to do business in the state an irrevocable letter of credit in a form approved by the Town Attorney.

c. Bond. For landscaping improvements only, the Town may, in its sole discretion, accept a bond, in a form approved by the Town Attorney.

4. If the developer fails to complete any specified improvements within the required time period, the Town may immediately and without further action draw upon the escrow or letter of credit as necessary to finance the completion or partial completion of those improvements.

Section 2. Section 4.13.240(G) of the Eagle Municipal Code is hereby repealed in its entirety.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON SEPTEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Community Development Department

Date: September 13, 2022

Agenda Item: Ordinance 16, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 4.12.040.E of the Eagle Municipal Code, Regarding Lot Line Adjustments

REQUEST:

For Town Council to consider amending Section 4.12.040. of the Land Use and Development Code (Code).

INTRODUCTION:

This section of the Code was amended in July of this year through Ordinance 13, Series 2022 ([LINK](#)) to allow for a more efficient review process for lot line adjustments, including the vacation of interior lot lines. The amendment allows for historic lots within the original Town plat to be exempt from platting if interior lot lines need to be vacated, however, this exemption was limited to properties with up to three adjacent lots. Staff is proposing to expand this exemption to properties with up to four adjacent lots.

On September 6, 2022, the Planning & Zoning Commission reviewed the proposed amendment and recommended approval.

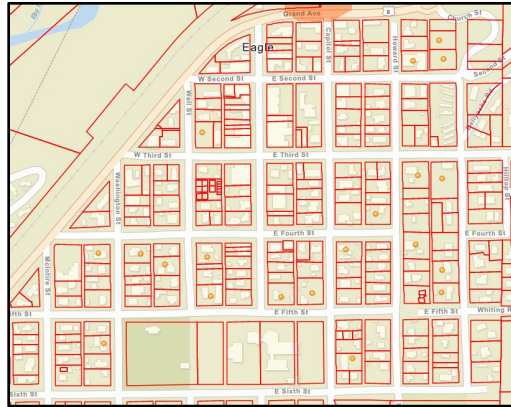
ANALYSIS:

Staff is proposing the following redline changes to Section 4.12.040.E.

E. Lots within the original Town plat. A lot line adjustment shall not be required if all of the following conditions exist:

- 1. The applicant owns ~~three (3)~~ four (4) adjacent lots that could not be built on individually in compliance with this Title*
- 2. All lots were platted in 1905 as part of the original plat of the Town;*
- 3. The lots are zoned residential and the proposed improvements will comply with all applicable requirements of this Title if the ~~three (3)~~ four (4) lots are treated as one (1) lot; and*
- 4. The applicant executes an agreement, in a form approved by the Town and to be recorded against both lots, waiving any rights to sell any of the lots separately.*

Upon further analysis of existing lots within the original Town plat, there are several lots excluded from the new platting exemption. A few (not all) of these lots have been identified in the image below. Staff believes that increasing the platting exemption from three to four lots will be insubstantial in terms of land use. The benefits include a more streamlined review and approval process for these, and other, lots.



Properties with >3 lots have an orange dot in image.

COMMUNITY INPUT:

None received.

BUDGET / STAFF IMPACT:

No impact to the 2022 budget.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

This amendment aligns with the strategic goal to 'Improve Community Responsive Services' by simplifying the review process of lot line adjustments for administrative approval.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to APPROVE Ordinance 16, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 4.12.040.E of the Eagle Municipal Code, Regarding Lot Line Adjustments.

ATTACHMENTS:

- Ordinance 16, Series 2022

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 16
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING SECTION 4.12.040.E. OF THE EAGLE MUNICIPAL CODE, REGARDING
LOT LINE ADJUSTMENTS

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

Section 1. Section 4.12.040.E of the Eagle Municipal Code is hereby amended as
follows:

Section 4.12.040 – Lot line adjustments.

* * *

E. *Lots within the original Town plat.* A lot line adjustment shall not be
required if all of the following conditions exist:

1. The applicant owns ~~three (3)~~ *four (4)* adjacent lots that could not
be built on individually in compliance with this Title
2. All lots were platted in 1905 as part of the original plat of the Town;
3. The lots are zoned residential and the proposed improvements will
comply with all applicable requirements of this Title if the ~~three (3)~~ *four (4)* lots
are treated as one (1) lot; and
4. The applicant executes an agreement, in a form approved by the
Town and to be recorded against both lots, waiving any rights to sell any of the
lots separately.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase
of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not
affect the validity or constitutionality of the remaining portions of this Ordinance. The Town
Council hereby declares that it would have passed this Ordinance and each part or parts hereof
irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the
public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON SEPTEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Chad Phillips, A.I.C.P., Director, Community Development Department
Carrie McCool, Eagle Contract Planner

Date: September 13, 2022

Agenda Item: Resolution 76, Series 2022 of the Town Council of the Town of Eagle, Colorado approving a Major Development Permit, Preliminary Plan, Final Plat, and Associated Development Agreement for a portion of the Reserve at Hockett Gulch

REQUESTS:

- 1) Reserve at Hockett Gulch, FILE NUMBER: DR21-02 Major Development Permit (MDP) approval to construct 216 rental units and a clubhouse on 17.38 acres, and
- 2) FILE NUMBER: PPFP21-01 Preliminary Plan and Final Plat approval to subdivide 29.65 acres into three lots and two open space tracts.

INTRODUCTION:

MDP: The proposed development permit for the first phase (Phase 1a) of Reserve at Hockett Gulch includes all of HD/PUD-1 and a portion of HD/PUD-2 and all improvements within open space tracts OS-1 and OS-2, along with the trailhead improvements and the required landscape buffer to be located on Town property adjacent to Sylvan Lake Road. A total of 216 rental units within five buildings and a clubhouse facility are proposed on 17.38 acres. Forty-five percent (45%) of the units proposed include a deed restriction requiring local residency. Additionally, the proposal includes the construction of the access on Grand Avenue and improvements to Sylvan Lake Road that provide access to the entire PUD.



Preliminary Plan and Final Plat: The applicant is requesting preliminary plan and final plat approval to subdivide the 29.65-acre property into three residential lots, two open space tracts (OS-1 and OS-2), and two tracts (A and B) for roadway, access, drainage, irrigation, and general utilities. The proposed internal roadways are not public roads and therefore are not dedicated to the Town of Eagle. Tract OS-1 is a 3.50-acre open space parcel to be dedicated to the Town of Eagle by separate instrument. In addition to the parks and recreational uses required to be developed in Tract OS-1, the tract is used for debris flow mitigation, stormwater facilities, public and private utilities. Tract OS-2 is 2.71 acres that will remain privately owned, but access to the tract is provided to the Town through dedication of an open space easement allowing public access, debris flow mitigation, stormwater facilities, public and private utilities.

BACKGROUND:

The PUD Guide serves as the governing land use regulations which will control the development of the PUD. However, in some instances, the PUD Guide defers to conformance with Chapter 4.07 Development Standards. A full analysis of the application and Code standards is provided in the Staff Report to the Planning & Zoning Commission dated June 7, 2022

([LINK](#)) but was based on submittal documents that had errors in square footage and area calculation that stemmed from base mapping errors. These mapping errors impacted all other coordinated drawings (e.g., landscape plan, lighting plan, architectural design plan, etc.). As such, fourteen (14) conditions of approval were recommended wherein the Applicant was given a deadline of June 9, 2022, to submit a revised Major Development Permit Plan set that demonstrated PUD Guide and Code compliance.

A resubmittal was received on June 9 and 10, 2022, that still had errors wherein the most substantial issues related to building coverage, impervious coverage, floor area ratio (FAR) and open space calculations stemming from the discrepancy between the PUD Guide and Title 4. In order to ensure conformance with each, it was determined that the lot layout needed to follow the planning area boundaries of the PUD Zoning Plan. As a result, OS-1 and OS-2 were reduced and Tract A (private streets) was split into two tracts (Tract A within HD/PUD 1 & 2 and Tract B within HD/PUD-3) to accommodate land area so area calculations (density, building coverage, impervious coverage and FAR) could comply with the PUD Guide requirements.

A resubmittal was received on July 1, 2022. While progress was made in the resubmittal, additional information was still being received and required staff review. The staff analysis contained in the July 26, 2022, staff report ([LINK](#)) was focused on how the Planning and Zoning conditions of approval had been addressed. The public hearing provided the opportunity for the Applicant to receive Council feedback that could be incorporated into revised plans to be considered at a second public hearing. At the July 26, 2022, Town Council public hearing, the following key issues were discussed for resolve prior to taking action on the application:

1. Usable Open Space.
2. Raw Water System and Irrigation.
3. Status of Planning and Zoning Commission recommended conditions of approval.

A resubmittal was received on August 1, 2022, wherein progress had been made, but additional submittal information has resulted in additional staff comments. Most notable is the inadequacy of the cost estimates required to draft the subsequent Development Agreement. As such, the following analysis is limited to:

- How the Planning and Zoning Commissions conditions of approval have been addressed,
- Outstanding staff comments/recommendations based on requirements set forth in [Chapter 4.07](#) and [Section 4.06.070](#) of the Land Use and Development Code,
- How the [Reserve at Hockett Gulch PUD Guide](#) and [Annexation Agreement](#) have been addressed, and
- How Council feedback has been incorporated into the August 1 resubmittal.

The last Town Council hearing on this matter took place on August 23rd. At that time, Town Council continued the hearing to September 13th, 2022, for the applicant to provide staff with information required to consider the applications for approval. Staff had received a resubmittal from the applicant on August 29th. Based on this resubmittal, staff is recommending moving forward with the hearing where Council will consider the MDP, Preliminary Plan & Final Plat, and the Development Agreement. The August 23rd Town Council staff memo can be found at the following ([LINK](#)).

ANALYSIS:

Based on the shortcomings associated with the applications at the time of the August 23, 2022 Town Council hearing that resulted in the continuation to September 13, 2022, the Town of Eagle staff, Fire Marshal, and the applicant team focused on the following submittal elements:

- Timing of Impact Fees
- Revised Landscaping Plan
- Open Space maintenance responsibilities
- Easement legal descriptions, definitions, and titles
- Compliance with Greater Eagle Fire Protection District, County GIS, and Town Surveyor comments
- Infrastructure required prior to foundation only and full Building Permits

- Public Works redline comments
- Temporary connection from the Town potable water system to the irrigation system

A list of the applicant's responses to the current items of interest can be seen here ([LINK](#)).

Planning & Zoning Commission Recommendation

Status of Conditions:

At the June 7, 2022, public hearing the Commission unanimously recommended approval of the MDP with staff's recommended 14 conditions and an additional condition 6(f) based on compliance with Section 4.07 of the Land Use and Development Code, and conformance with the PUD Guide and Annexation Agreement. The P&Z Commission also recommended approval of the Preliminary Plan and Final Plat with the 26 conditions of approval as recommended by staff with the findings that 1) the proposed Preliminary Plan and Final Plat are in compliance with Section 4.13 of the Land Use and Development Code and 2) the proposed Preliminary Plan and Final Plat are in conformance with the approved PUD Guide and Annexation Agreement.

Based on the information submitted on or before September 29th (as linked in the attachments below), staff is concluding that the P&Z Commission's recommended conditions of approval have been adequately addressed. The recent submittal of required information by the applicant has either met the satisfaction of staff or has been included as conditions of the Development Agreement.

The approval resolution does include a condition of approval for the MDP and Subdivision applications that reads as follows: *within 30 days of the adoption of this Resolution, the Developer shall make technical and redline corrections to the Plat and MDP Application documents as identified by Town staff.* This condition covers the correction of any technical and/or redline changes as identified by staff prior to recordation.

Development Agreement:

The attached Development Agreement was created based on the P&Z Commission conditions of approval, the PUD Guide, Annexation & Development Agreement, and other relevant requirements. It has been reviewed and edited by staff, the Town Water Attorney, and Town Attorney. The Annexation Agreement contains a clause stating that it expires once the Development Agreement has been approved. As a result, staff and the Attorney must ensure that any provisions of the Annexation Agreement that need to be carried forward are included in the Development Agreement. Because of the timing of the draft's completion, the applicant's review has not been completed as of this writing. Staff will be presenting an updated version either at or prior to the Town Council hearing if amendments are requested and agreed upon.

COMMUNITY INPUT:

Staff has not received any letters of public comment as of September 8, 2022. Letters or comments received after this time will be gathered and entered into the public record at the hearing.

BUDGET:

No impact to the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Once all Planning and Zoning Commission recommended conditions of approval are addressed, the application would support the following Council objectives:

- **Major Objective 8: Invest in Environmental and Energy Sustainability.** The application reflects a focus on sustaining natural resources by incorporating green practices in the multi-family development by including all electric heating and appliances within units, electric vehicle charging stations, a raw water irrigation system, and building construction has been designed to meet or exceed the 2018 International Energy Efficiency Code.

- **Major Objective 9: Diversity the Attainable Housing Stock.** The application creates the opportunity for a diverse, attainable housing stock by providing 216 multi-family rental units with 98 deed restricted units to the housing market.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve Resolution 76, Series 2022 of the Town Council of the Town of Eagle, Colorado approving a Major Development Permit, Preliminary Plan, Final Plat, and Associated Development Agreement for a portion of the Reserve at Hockett Gulch

ATTACHMENTS:

1. Staff Report – Planning & Zoning Commission dated June 7, 2022 ([LINK](#))
2. Development Agreement
3. Approval Resolution
4. Project Narrative, May 26, 2022 ([LINK](#))
5. Development Plan Map submitted August 29, 2022 ([LINK](#))
6. Landscape Plan submitted August 29, 2022 ([LINK](#))
7. Open Space Plan (Sheet L-5.0) dated August 1, 2022 ([LINK](#))
8. Architectural Plans dated July 1, 2022 ([LINK](#))
9. Phasing Plan Map submitted August 29, 2022 ([LINK](#))
10. Reserve at Hockett Gulch PUD Guide ([LINK](#))
11. Reserve at Hockett Gulch 1st Amended PUD Guide ([LINK](#))
12. Ordinance 15-2019, Reserve at Hockett Gulch Annexation Agreement ([LINK](#))
13. Public Comment (attached)

From: Mick Daly <mick@dalys.com>
Sent: Thursday, September 8, 2022 7:51 PM
To: ALL COUNCIL <allcouncil@townofeagle.org>
Subject: Get to Yes!

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council Members,

I write to implore you as individuals and as Council to find a way forward, to approve Hockett Gulch, making this important project a reality, sooner than later.

I understand that this has been a difficult project for many reasons, for staff, for Council and for the applicant.

However, it is now time to "Get to Yes!" on Hockett Gulch.

This development will add 216 rental units to our desperately inadequate rental inventory, including 45% with deed restriction. The other 55% will undoubtedly be snapped up by those desperate to rent in Eagle.

The Town's recently commissioned affordable housing analysis (reviewed with you this week) highlights the need and presents potential solutions, albeit partial at best. Hockett Gulch needs be an early win for all of us, in making our housing inventory a little healthier.

Our economy - win or lose - hinges on vital projects like Hockett Gulch. Small businesses in town, starved of workers, will cheer the loudest. I can assure you!

Let's get past the details and move forward. Let's Get to Yes!

Mick | www.mickdaly.com
(970) 948-5950

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into and made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"); and EPOCH GCH HOCKETT GULCH HOLDINGS LLC, a Colorado limited liability company, with an address of c/o Game Creek Holdings, 295 Clayton Street, Suite 210 A, Denver, CO 80206, Attention: Jonathan Power ("Developer") (each a "Party" and collectively the "Parties")

WHEREAS, Developer owns the real property located within the Town and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on _____, the Town approved a Planned Unit Development for the Property (the "PUD");

WHEREAS, Developer desires to develop the Property as the Reserve at Hockett Gulch, a High Density Multi-Family Residential project (the "Development") and has filed an application for a Preliminary Plan for the Property, a Final Subdivision Plat for the Property (the "Final Plat"), and an application for a Major Development Permit for Phase 1a of the Development (the "MDP");

WHEREAS, the Parties agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon Developer in relation to the Development.

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

SECTION 1 – SCOPE

1.1 Purpose. This Agreement is intended to set forth the Parties' understanding and agreement as to the Development, including without limitation the procedures, limitations and standards applicable to the construction of public and other required improvements to be installed to serve the Property, the responsibilities of the Parties for maintenance, various costs, fees and charges, and as to such other matters the Parties believe can be adequately addressed at this time.

1.2 Rights Reserved. It is not the intention of the Parties to diminish or limit the Town's legislative, quasi-judicial, or other powers or to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any future applications, plans, drawings, security documents, improvements, and conveyances, except as otherwise set forth in this Agreement.

SECTION 2 –DEVELOPER'S OBLIGATIONS

2.1 General. Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development, including without limitation streets, alleys, curbs, gutters, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage facilities, and trails and park improvements (collectively the "Improvements"). A list of the required Improvements is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Omission of any necessary Improvement from **Exhibit B** does not relieve Developer from responsibility for furnishing, installing or constructing such Improvement.

2.2 Improvements Required for MDP.

a. *Intersection Improvements.* Prior to the issuance of a building permit for the first three buildings (the Clubhouse and Buildings 1 and 2 as depicted in the MDP), Developer shall construct the following Improvements: the Grand Avenue/Mount Powell Road intersection; and the Sylvan Lake Road/Mount Powell Road temporary emergency vehicle access. Prior to completion of these Improvements, foundations for the residential units may be constructed only with the approval of the Greater Eagle Fire Protection District and the issuance of a foundation-only building permit by the Building Official.

b. *Parking.* All parking spaces identified on the MDP shall be constructed in Phase 1a. Up to 76 spaces from Phase 1a may be thereafter be designated or assigned to Phase 1b.

2.3 Improvements Required for Final Plat.

a. *Deadline.* Except as otherwise expressly provided herein, the obligations of Developer in this Section 2 shall be completed within 12 months of the Effective Date.

b. *Raw Water Irrigation System.*

i. Developer shall install, maintain, operate, repair and replace a raw water irrigation system to provide nonpotable water for irrigation of permanently irrigated landscaped areas in the Development, unless Developer is legally prohibited from doing so and provides evidence thereof to the reasonable satisfaction of the Town. The Raw Water Irrigation System is defined as the diversion structure, pump station and raw water transmission main line from the pump station to the Development. Ownership and responsibility for this raw water irrigation system shall belong to Developer, its successors and assigns. If more than one party succeeds to Developer, the parties shall ensure that they continue this operation, maintenance repair and replacement. The Town will grant a revocable license to Developer for installation of the raw water irrigation system across Town property. The Town will also lease back to Developer the water rights necessary to operate the raw water irrigation system. Developer shall provide the design of the Raw Water Irrigation System to the Town for approval within 180 days of the Effective Date. Also, within 180 days of the Effective Date, Developer shall provide the Town with copies of recorded easements from the Medical Center and any other necessary parties for

installation and maintenance of the pump station, pipeline, and any other elements of the Raw Water Irrigation System. Developer also agrees to cooperate with the Town to obtain approval from the Army Corps of Engineers to locate the pump station. The Raw Water Irrigation System will be designed and built to provide enough water and the appropriate water pressure to irrigate permanent landscape areas in Phase 1a, Phase 1b and Phase 2. The plan shall include specific notes that all underground irrigation lines installed in Town rights-of-way or Town easements shall be locatable, registered with CO 811 program, and meet Colorado 811 requirements. The Raw Water Irrigation System shall be installed, approved and operational within 180 days of the final decree entered by the Water Court in and for Water Division No. 5 approving the change in the point of diversion described below.

ii. Within 30 days of the Effective Date, Developer shall deposit \$50,000 with the Town to fund the Town's anticipated water court legal costs to relocate the point of diversion for the Town's interest in Ditch No. 3 to accommodate the pump station. Within 90 days of the Effective Date, Developer shall provide the information needed for the Town to file a case in water court to change the point of diversion for the Raw Water Irrigation System. If the Parties are legally prohibited from locating the pump station or changing the point of diversion for the same, the Town will allow Developer to maintain its connection to the Town's potable water system for irrigation; however, Developer shall repay the raw water irrigation credit it received for plant investment fees, described below.

2.4 Oversizing.

a. *Water Line.* The Development requires a 12" Ductile Iron Pipe water line as shown on the Plans, but the Town may require that Developer install a 16" Ductile Iron Pipe water line. Within 60 days of the Effective Date, Developer shall obtain a bid from its preferred contractor for construction and installation of the 12" water line, and a bid from its preferred contractor for construction and installation of the 16" water line and present the same to the Town Engineer, who may accept the bids or may ask for additional bids. Once the Town Engineer accepts the bids, the difference between the two bids shall be used to determine the Town's *pro rata* share of the actual costs to install the 16" water line. Upon calculation of the Town's *pro rata* share, the Town shall determine, in its sole discretion, whether the Town will pay for the oversizing.

b. *Trailhead Restroom.* Developer is required to install a waterless vault toilet system restroom on Eagle Ranch Filing 3 Tract OS-1, as shown on the Plans, but the Town may require that Developer install water-and sewer-serviced restroom. Within 60 days of the Effective Date, Developer shall obtain a bid from its preferred contractor for the design and construction of the waterless vault toilet system; and a bid from its preferred contractor for the design and construction of a water- and sewer-serviced restroom, and present the bids to the Town Engineer, who may accept the bids or may ask for additional bids. Once the Town Engineer accepts the bids, the increase between the two bids shall be used to determine the Town's share of the actual costs to install the water- and sewer-serviced restroom. Upon calculation of the

Town's, the Town shall determine, in its sole discretion, whether the Town will pay for the oversizing.

c. *Payment.* If the Town determines that it will pay for either oversizing, the Town's payment shall be due and payable within 30 days of Initial Acceptance of the requisite Improvement.

2.5 Construction.

a. Developer shall construct all Improvements in accordance with plans approved by the Town (the "Plans"), as well as the Town's applicable standards and specifications (the "Standards"). Developer shall furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Improvements.

b. At Developer's expense, the Town may make reasonable engineering observations and require testing during construction of the required Improvements in such reasonable intervals and upon reasonable notice, as the Town Engineer may request, in accordance with the Town's engineering standards, Water Distribution Regulations, and Wastewater Regulations, or as otherwise determined by the Town Engineer. Observation, acquiescence in or approval by any inspector shall not constitute the approval by the Town of any portion of such Improvements.

c. Developer shall provide all necessary engineering designs, surveys, field surveys, and as-built drawings for all Improvements which shall be approved by the Town Engineer. The as-built locations of all utility service lines shall be prepared by a registered land surveyor at Developer's sole expense. No Certificate of Occupancy shall be issued until the required as-built drawings have been submitted to the Town.

d. Developer shall comply with the Phasing Plan attached hereto as **Exhibit C** and incorporated herein by this reference.

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

relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

2.7 Nuisances. Developer shall prevent the existence of any nuisances as defined by the Code; provided that, for purposes of this Section, the presence of ground squirrels, vermin or noxious weeds on the Property shall be deemed nuisances. If the Town determines that a nuisance exists, Developer shall immediately remove or abate such nuisance at Developer's sole cost. If the nuisance is not abated to the satisfaction of the Town, the Town may, upon 30 days' written notice, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Code. The Town may exercise this right in addition to, or in lieu of, other available remedies. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

SECTION 3 – WATER AND WASTEWATER

3.1 Dedication of Water Rights. The Town acknowledges that water rights have previously been dedicated to the Town and cash in lieu of water rights paid to the Town in satisfaction of Code requirements to provide potable water service to the Development.

3.2 Potable Water System Improvements and Service.

a. Developer, at its sole cost and expense, in accordance with the Code, shall design, purchase and install all elements of the potable water system located on the Property to fully service the Development in accordance with all Code requirements and any designs or drawings approved by the Town. Upon Initial Acceptance of the potable water system and full payment of any applicable plant investment fees and utility connection charges at the then applicable rate set forth in the Code, the Town shall provide municipal treated water service to the Development. The plant investment fee shall be fully paid for each building permit, in accordance with the fee schedule in the Code at that time.

b. Code § 12.16.060 currently allows for a raw water irrigation credit toward the equivalent residential units ("EQR") calculation for residential units for assessing the water plant investment fees. The current raw water irrigation credit in the Code is at a rate of 0.25 EQR per 2,500 square feet of permanently irrigated landscaped area, not to exceed 25% of the total EQR. This raw water irrigation credit shall be available for the Development in the event the Developer determines that the raw water irrigation system is not legally prohibited from construction and is either in the process of constructing such system or applying for the necessary permits to do so. Such credit shall be calculated based upon this formula, regardless of any future Code changes, and the applicable water plant investment fees shall be paid at the time building permits are obtained based upon the permanently irrigated landscaped area associated with that building permit. For example, if a building permit is issued for 100 multi-family units, under Code § 12.16.060, this would yield a credit calculated upon a total of 50,000 square feet of permanently irrigated landscaped area – 100 units x 500 square feet of irrigation allowed per unit, which would result in a credit of up to 20 EQR. The amount of permanently irrigated landscaped area must be adequately shown to the building department at the time of permit to support the credit.

c. As of the Effective Date, the Code allows for a 50% reduction in water plant investment fees for each local employee residence in the Development (the "Housing Credit"). The Parties hereby agree that the Housing Credit will apply to all for-sale and for-rent local employee residences in the Development that meet the criteria set forth in Section 7. Notwithstanding the foregoing, the Housing Credit shall be capped at 22.5% of the total for-rent local employee residences located within PUD-1, PUD-2, and PUD-3, as depicted and described in the PUD. The Housing Credit shall remain at 50%, even if the Code is revised after the Effective Date.

3.3 Wastewater Collection System Improvements. Developer, at its sole cost and expense, shall design, purchase, and install all elements of the wastewater collection system located on the Property to fully service the Development in accordance with the Code and the Plans.

3.4 Wastewater Service. Upon Initial Acceptance of any wastewater collection system Improvements and full payment of all applicable plant investment fees, the Town agrees to provide wastewater treatment and collection service to the Development. Developer shall pay all applicable plant investment fees for each building permit for the Development, in accordance with the fee schedule set in the Code at that time.

SECTION 4 – ACCEPTANCE OF IMPROVEMENTS AND WARRANTY

4.1 Initial Acceptance. No later than 10 days after Improvements are substantially complete, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval. The Town shall conduct the inspection within 60 days of receipt of Developer's request.

a. If the Improvements are satisfactory, the Town shall grant Initial Acceptance.

b. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Initial Acceptance (the "Initial Acceptance Punch List"). Developer shall complete the Punch List within 180 days of said notice. After Developer completes the Punch List, Developer shall request of the Town a re-inspection of such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work within 30 days of the reinspection. If Developer does not complete the Initial Acceptance Punch List within 180 days, Developer shall be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

4.2. Warranty. For all Improvements, Developer shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance (the "Warranty Period"). Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the Warranty Period,

Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements.

4.3 Final Acceptance. At least 60 days before 2 years has elapsed from the issuance of Initial Acceptance. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval. The Town shall conduct the inspection within 30 days of receipt of Developer's request.

a. If the Improvements are satisfactory, the Town shall grant Final Acceptance.

b. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Final Acceptance (the "Final Acceptance Punch List"). After Developer completes the Final Acceptance Punch List, Developer shall request of the Town a re-inspection of such work to determine if Final Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work. If Developer does not complete the Final Acceptance Punch List within 30 days, the Warranty Period shall be extended until the Final Acceptance Punch List has been completed, and Developer shall also be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

SECTION 5 – PERFORMANCE GUARANTEE

5.1 General. To secure the construction and installation of the Improvements noted as "public" on Exhibit C (the "Public Improvements"), Developer shall furnish the Town with a performance guarantee in compliance with the Code and approved by the Town (the "Performance Guarantee"). Developer shall provide the executed Performance Guarantee prior to commencing any work on the Property.

5.2 Release.

a. Upon Initial Acceptance of all of the required Public Improvements and initiation of the Warranty Period for all such Public Improvements, the Performance Guarantee may be reduced to 10% of the total actual cost of such Public Improvements.

b. Upon expiration of the Warranty Period, the Town shall release the Performance Guarantee.

5.3 Draw. If the required Public Improvements are not satisfactorily constructed or completed within the time specified herein, the Town may draw on the Performance Guarantee to complete the Public Improvements. If the Performance Guarantee is to expire within 14 calendar days and Developer has not yet provided a satisfactory replacement or satisfactorily completed the Public Improvements, the Town may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to complete the Public Improvements or correct problems with the Public Improvements as the Town deems appropriate.

SECTION 6- MAINTENANCE

6.1 Improvements. Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by Developer, and for any Improvements that will be maintained by the Town, a separate maintenance agreement shall be required. Initial or Final Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement. If Developer wishes to transfer maintenance obligations to any other entity, including an owners' association, Developer shall obtain prior written approval from the Town.

6.2. Vacant Lots/Tracts. Developer shall be responsible for maintenance, including without limitation weed control, vermin control and debris removal, on all vacant lots and tracts until such time as such lots or tracts are developed.

SECTION 7 – LOCAL EMPLOYEE RESIDENCY PROGRAM

7.1 General. To satisfy Code § 4.04.110, and because the Development includes a significant number of housing opportunities targeted at the local workforce population, the Development shall be permitted to vary from the Town's Local Employee Housing Program ("LERP") requirements as described herein. Specifically, while the Code would require that 10% of for-sale residential units be restricted for local employee residency, 15% of the for-sale residential units in the Development shall be subject to the for-sale deed restriction attached hereto as **Exhibit D** and incorporated herein by this reference (the "Deed Restriction"). In addition, 45% of the for-rent residential units in the Development shall be subject to the rental restriction attached hereto as **Exhibit E** and incorporated herein by this reference (the "Rental Restriction"). The Rental Restriction shall apply in the aggregate, requiring that 45% of the for-rent residential units existing at any time be restricted for local employee residency.

7.2 MDP Requirements. In accordance with the MDP, in Phase 1a, Developer shall construct 216 for-rent residential units, of which 98 shall be subject to the Rental Restriction. The Rental Restriction for the 98 units shall be recorded prior to issuance of any building permits within Phase 1a.

7.3 Final Plat Requirements.

a. Any plat for the Development containing for-sale residential units shall note that at least 15% of the for-sale residential units in the plat will be subject to the Deed Restriction. The Deed Restriction shall be recorded prior to issuance of any building permits for such units.

b. Any plat for the Development containing for-rent residential units shall note that the applicable portion of the Property within the plat will be subject to the Rental Restriction. The Rental Restriction shall be recorded prior to the issuance of any building permits for property subject to the Rental Restriction.

c. If a for-sale residential unit subject to the Deed Restriction is rented in whole or in part, such unit shall comply with the Deed Restriction, but will not be counted as a for-rent residential unit for determining compliance with the Rental Restriction.

SECTION 8 – INDEMNIFICATION

8.1 By Contractors. Any contractor employed by Developer who performs work in rights-of-way or easements dedicated to the Town or on other property owned by the Town shall agree to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, 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 work performed by such contractor for Developer within Town rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor.

8.2 By Developer. In addition to the indemnification required by Section 8.1, Developer hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Development and elsewhere by Developer, or its agents, contractors or employees pursuant to this Agreement.

SECTION 9 – INSURANCE

9.1 Required. Developer and every contractor hired by Developer to perform work under this Agreement shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor.

9.2 Amounts. The required coverages set forth below shall be procured and maintained with forms and insurers acceptable to the Town.

a. Workers compensation insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work.

b. General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed

operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

9.3 Form. The policies shall be endorsed to include the Town and the Town's officers and employees as additional insureds. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every policy shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Developer. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Developer shall be solely responsible for deductible losses under any policy required above.

9.4 Certificate. Upon request by the Town, Developer shall provide the Town with a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been provided to the Town.

SECTION 10 – FEES AND DEDICATIONS

10.1 Development Review Costs. Pursuant to Section 4.03.080(C)(2) of the Code, Developer shall pay to the Town the actual cost to the Town for consulting engineering, surveying, base map updating, consultant planning services, publication costs, and legal services rendered in connection with Developer's application. Said costs shall be paid prior to the issuance of the first certificate of occupancy for the Development.

10.2 Inspection Costs. Pursuant to Section 4.03.080(D)(1) of the Code, prior to acceptance of the Improvements, Developer shall pay to the Town the actual cost of all inspections of such Improvements made or conducted by the Town.

10.3 Sewer Plant Investment Fee (PIF). The sewer plant investment fee set forth in Code § 12.36.030, shall be paid prior to issuance of each building permit, under the Code in effect at the time of the building permit application.

10.5 Water PIF. The water plant investment fee required by Code § 12.16.010 shall be paid prior to issuance of each building permit, under the Code in effect at the time of the building permit application and utilizing the Housing Credit and Raw Water Irrigation credit described in Section 5.2.

10.6 Cash-in-lieu of Water Rights Dedication for Potable System. Developer has satisfied this requirement by a cash payment of \$953,750.

10.7 Grand Avenue Improvement Fee. Upon issuance of each building permit for the Development, Developer shall pay a Grand Avenue improvement fee (each a "Grand Ave

Improvement Fee") to mitigate the impacts of the Development on vehicular traffic on Grand Avenue. The Grand Ave Improvement Fee shall be based on the number and type of dwelling unit approved pursuant to the subject building permit, and an EQR total shall be calculated for such building permit pursuant to the table of equivalent units provided in Code § 12.16.060 (the "EQR Total"). The EQR Total for each building permit shall then be multiplied by \$3,500, which shall be the Grand Ave Improvement Fee for the subject building permit. The first building permit for the Development shall receive a credit of the EQR Credit against the EQR Total in calculating the Grand Ave Improvement Fee for such building permit (thereby reducing the EQR Total by 88 EQRs).

10.8 West Eagle Ranch Recapture Fee.

a. The Parties acknowledge that on or about November 13, 2007, the Town and West Eagle Ranch, LLC entered into a Memorandum of Understanding and Infrastructure Improvements Recapture Agreement (the "Recapture Agreement"). Under the Recapture Agreement, Developer is required to pay the Town a *pro rata* share of the cost incurred by West Eagle Ranch, LLC for improvements known as the U.S. Highway 6 access improvements (the "Highway 6 Improvements") and certain wastewater improvements (the "Wastewater Improvements"), as described in the Recapture Agreement. While the Recapture Agreement also provides for reimbursement of costs for certain Sylvan Lake Road extension improvements (the "SLR Extension"), the Parties agree that the Development is not benefitted the SLR Extension, and therefore, Developer does not owe any amounts for the SLR Extension.

b. In accordance with the Recapture Agreement, the Town Engineer has calculated the *pro rata* share of the costs of the Highway 6 Improvements as set forth in Exhibit B, attached hereto and incorporated herein by this reference. Developer's share of the Highway 6 Improvements is \$395,321.64 (the "Highway 6 Recapture Amount").

c. In accordance with the Recapture Agreement, the Town Engineer has calculated the *pro rata* share of the costs of the Wastewater Improvements. Developer's share of the Wastewater Improvements is \$ 32,382.33 (the "Wastewater Recapture Amount").

d. Upon the issuance of each Development Permit for the Development, Developer shall pay to the Town a proportional amount owed, based on the number of EQRs for that Development Permit (calculated based on the number and type of residential dwelling units approved for each development permit and the schedule of EQRs provided by the Code) multiplied by \$1,080.06. Within 10 days of receipt, the Town will then pay to West Eagle Ranch, LLC, or its successors and assigns, such amount. In no event shall the total amount paid by Developer exceed the sum of the Highway 6 Recapture Amount and the Wastewater Recapture Amount.

e. In the event of a demand by West Eagle Ranch, LLC, to the Town for payment of a lump sum, or in the event of threatened or pending litigation by West Eagle Ranch, LLC, Developer may elect to pay in a lump sum amount all recapture fees due and owing. Developer will cooperate with the Town in taking reasonable actions to defend against any litigation brought

by West Eagle Ranch, LLC or its successors and assigns, arising from, related to or as a result of the Parties' agreement that Developer may make payments of the recapture fees concurrently with the approval of building permits instead of upon execution of this Agreement. Developer agrees to pay all costs for the Town's defense in any such litigation, including without limitation reasonable and necessary attorney fees and legal assistant fees, within 30 days of the date of any bill or statement for such fees and costs.

f. The Highway 6 Recapture Amount and the Wastewater Recapture Amount were calculated as though Eagle Ranch, Haymeadow, and the Development were the only developments that benefit from the Highway 6 Improvements and the Wastewater Improvements. It is possible, however, that future developments on newly annexed lands into the Town may also benefit from those improvements and therefore be obligated to pay cost recovery amounts pursuant to the Recapture Agreement. The Town agrees that Developer, Haymeadow and West Eagle Ranch, LLC may be entitled to future reimbursement payments pursuant to the Recapture Agreement in proportion to the amounts each has paid thereunder. Therefore, if any amounts are collected by the Town under the Recapture Agreement in the future, Developer will be entitled to additional proportional reimbursements.

10.9 Street Improvement Fee. The street improvement fee set forth in Code § 4.13.220 shall be paid prior to issuance of each building permit, under the Code in effect at the time of the building permit application.

10.10 Fire Protection Impact Fee. The fire protection impact fee set forth in Code § 4.13.230 shall be paid prior to issuance of each building permit, under the Code in effect at the time of the building permit application.

10.11 School Land Dedication. Developer has met the necessary requirements for school land dedication.

10.12 Easements. Developer shall dedicate to the Town, at no cost, free and clear of any liens and encumbrances, easements required for extension of utilities, drainage, access, or any other use depicted in the Final Plat or the Plans.

10.13 Conveyance of Parcel OS-1. At the time of the recording of the Final Plat, Parcel OS-1 shall be conveyed to the Town by special warranty deed, subject to all matters of record (except monetary liens) and subject to the reservation of any temporary or permanent easements necessary for construction, utilities, debris flow mitigation, drainage and fencing.

SECTION 11 – VESTED RIGHTS

The PUD, together with any conditions of approval imposed by the Board of Trustees, constitutes a "Site Specific Development Plan" under the Code and C.R.S. § 24-68-101, *et seq.* Developer shall have a vested property right to undertake and complete the Development and use the Property under the terms and conditions set forth in the PUD. The vested rights shall continue for 4 years after the Effective Date. After expiration of the vested rights term, the vested rights

shall be deemed terminated and of no further force or effect. The establishment of vested rights shall not preclude the application of Town regulations of general applicability, including without limitation local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the Effective Date.

SECTION 12 – BREACH AND REMEDIES

12.1 Breach. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Performance Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

12.2 Remedies. If Developer breaches any provision of this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include without limitation:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the Performance Guarantee be paid or honored; or
- d. Any other remedy available at law or in equity.

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

SECTION 13 – MISCELLANEOUS

13.1 Assignment. This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

13.2 Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

13.3 No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

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

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

13.6 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 Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

13.7 Notice. Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

13.8 Integration. This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof. The Annexation Agreement dated September 10, 2019 is hereby terminated by this Agreement.

13.9 Recordation. This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder, and shall be a covenant running with the Property.

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

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2022, by
_____ as _____ of EPOCH GCH HOCKETT GULCH
HOLDINGS LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description

HISTORIC LEGAL DESCRIPTION:

A TRACT OF LAND DESIGNATED THE "MONTGOMERY TRACT", LOCATED IN TRACTS 49 AND 50 OF SECTIONS 5 AND 6 RESPECTIVELY IN TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN IN THE COUNTY OF EAGLE, STATE OF COLORADO. SAID TRACTS 49 AND 50, DESIGNATED UNDER THE INDEPENDENT RESURVEY OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN APPROVED BY THE SURVEYOR GENERAL'S OFFICE IN DENVER, COLORADO ON JUNE 20, 1922, WERE ORIGINALLY DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) AND THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2SW1/4) OF SECTION 5, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION 6 RESPECTIVELY OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID MONTGOMERY TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE AND AN IRRIGATION DITCH, CAP IS MARKED "CORNER NO. 1 MONTGOMERY TRACT" FROM WHICH CORNER NO. 1 OF SAID TRACT 49 IN SECTION 5 OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN BEARS NORTH 47 DEGREES 02 MINUTES 40 SECONDS EAST 586.87 FEET DISTANT; THENCE NORTH 72 DEGREES 59 MINUTES 30 SECONDS WEST 730.29 FEET TO CORNER NO. 2, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR THE SOUTHERLY RIGHT OF WAY FENCE LINE OF U.S. HIGHWAY NO. 6 & 24, AS IT NOW EXISTS, CAP MARKED "CORNER NO. 2 MONTGOMERY TRACT", THENCE SOUTH 84 DEGREES 01 MINUTES 40 SECONDS WEST 937.90 FEET TO CORNER NO. 3, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE JUNCTION WITH THE SOUTHERLY RIGHT OF WAY FENCE LINE OF U.S. HIGHWAY NO. 6 & 24, AS IT NOW EXISTS, CAP IS MARKED "CORNER NO. 3 MONTGOMERY TRACT", THENCE SOUTH 40 DEGREES 59 MINUTES 30 SECONDS EAST 807.75 FEET TO CORNER NO. 4, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE, CAP IS MARKED "CORNER NO. 4 MONTGOMERY TRACT"; THENCE SOUTH 74 DEGREES 47 MINUTES 20 SECONDS EAST 1527.39 FEET TO CORNER NO. 5, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR THE JUNCTION OF TWO FENCE LINES, CAP IS MARKED "CORNER NO. 5 MONTGOMERY TRACT", THENCE NORTH 02 DEGREES 38 MINUTES 10 SECONDS EAST 597.03 FEET TO CORNER NO. 6, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE AND IRRIGATION DITCH, CAP IS MARKED "CORNER NO. 6 MONTGOMERY TRACT"; THENCE NORTH 53 DEGREES 19 MINUTES WEST 498.85 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

SURVEYED LEGAL DESCRIPTION:

A TRACT OF LAND DESIGNATED THE MONTGOMERY TRACT LOCATED IN TRACTS 49 AND 50 OF SECTIONS 5 AND 6, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF EAGLE AND STATE OF COLORADO AS DESCRIBED IN THE DEED RECORDED IN BOOK 440 AT PAGE [486](#), ALL BEARINGS SHOWN HEREON BEING BASED ON A BEARING OF N0°33'00"W BETWEEN STREET MONUMENTS FOUND AT 5TH AND BROADWAY AND 2ND AND BROADWAY BOTH BEING 2" BRASS MONUMENTS IN CAST IRON MONUMENT BOXES, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A CORNER NO. 1 OF THE MONTGOMERY TRACT FROM WHICH A 1-1/2" ALUMINUM CAP WITNESS CORNER, PLS 23089, ON A 5/8" REBAR BEARS N72°59'13"W 60 FEET AND ALSO FROM WHICH CORNER NO. 1 OF TRACT 49, BEING A FOUND 3" ALUMINUM CAP ON ALUMINUM PIPE, PLS NO. 26967 BEARS N47°02'40"E 586.67 FEET; THENCE N72°59'13"W 730.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 6 AND 24, TO A FOUND 2" ALUMINUM CAP ON A NO. 6 REBAR, PLS NO. 23089; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FOUR COURSES:

1. 356.57 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1529.01 FEET, A TANGENT OF 179.01 FEET, A DELTA ANGLE OF 13°21'42", AND A CHORD THAT BEARS S74°36'16"W 355.77 FEET;

2. N8°42'53"W 49.89 FEET;

3. 104.29 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1479.08 FEET, A TANGENT OF 52.17 FEET, A DELTA ANGLE OF 4°02'24" AND A CHORD THAT BEARS S83°18'19"W 104.27 FEET;

4. S85°19'31"W 481.28 FEET;

THENCE DEPARTING THE RIGHT OF WAY OF U.S. HIGHWAY 6 AND 24 S40°59'23"E 1.63 FEET TO A FOUND BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE S40°59'23"E 808.14 FEET TO A FOUND 2" BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE S74°48'55"E 1526.35 FEET TO A POINT ON THE TRACT LINE BETWEEN CORNER NO. 1 AND CORNER NO. 6 OF TRACT 49, FROM WHICH CORNER NO. 6, A 3" ALUMINUM CAP ON AN ALUMINUM PIPE, PLS NO. 23089 BEARS S02°33'18"W 14.67 FEET; THENCE ALONG THE 6-1 LINE OF TRACT 49 N02°33'18"E 597.31 FEET; THENCE DEPARTING SAID TRACT LINE N53°18'48"W 497.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Improvements

EXHIBIT C
Phasing Plan

EXHIBIT D

Deed Restriction

DEED RESTRICTION AGREEMENT **(Reserve at Hockett Gulch)**

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20__ (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"); and _____ with an address of _____ ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property described as _____ (the "Property"), which is part of the Reserve at Hockett Gulch development;

WHEREAS, Developer is transferring the Property; and

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

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

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. *Eagle County Business* means a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

b. *Gross Income means* all income received by an individual in a calendar year from any source and prior to deductions or payment or withholding of taxes.

c. *Income Threshold* means a Gross Income that is less than or equal to 100% of the Area Median Income ("AMI") as published annually by the U.S. Department of Housing and Urban Development for Eagle County, Colorado.

d. *Owner* means any person who acquires an ownership interest in the Property.

e. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

f. *Qualified Occupant* means an individual who meets the Income Threshold, occupies the Property as their Principal Place of Residence, and:

- i. Works or has been hired to work at least 30 hours per week at an Eagle County Business on a permanent basis; or
- ii. Works at least 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting); or
- iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 hours per week at an Eagle County Business; or
- iv. Is disabled, and for the 2 years immediately prior to the onset of their disability, worked at least 30 hours per week at an Eagle County Business.

2. Liability. Each Owner shall be jointly and severally responsible for compliance with this Deed Restriction at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy Restrictions.

- a. If occupied, the Property shall be occupied by at least one Qualified Occupant.
- b. No business activity shall occur on or in the Property, other than as permitted within the zone district applicable to the Property.
- c. The Property may only be leased to a Qualified Occupant and, if applicable, their immediate family member related by blood, marriage or guardianship. No lease of the Property shall be for less than 180 days. Each lease of the Property shall specifically reference this Agreement and include a copy of this Agreement as an attachment to such lease. Subleasing is not permitted; all leases must be between an Owner and a Qualified Occupant.
- d. No more than 3 individuals unrelated by blood, marriage or legal guardianship may occupy the Property at any time.
- e. No later than February 1st of each year, each Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year. Verification shall include, at a minimum, copies of all leases, copies of identification, documents evidencing hours of employment and income, and documents related to residency.

4. Breach.

a. It is a breach of this Agreement for any Owner or Qualified Occupant to violate any provision of this Agreement, or for any other individual to occupy the Property in violation of this Agreement.

b. If the Town has reasonable cause to believe that an Owner or Qualified Occupant is violating this Agreement, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing at least one Owner with 5 days prior written notice. This Agreement shall constitute permission from all Owners and Qualified Occupants to enter the Property during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall provide written notice to the Owner of the violation and allow 15 days to cure.

5. Remedies. The Town may pursue all available remedies for violations of this Agreement by an Owner or Qualified Occupant, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by Owner(s) within 30 days of the date of an invoice specifying the same, sent to the last known address of at least one Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

6. Priority; Foreclosure. This Agreement shall be a first and prior lien on the Property at all times. Notwithstanding any other provision of this Agreement, in the event of a foreclosure on the Property or any portion thereof, acceptance of a deed-in-lieu of foreclosure on the Property or any portion thereof, or assignment in lieu of foreclosure on the Property, this Agreement shall remain in full force and effect.

7. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. *No Joint Venture.* Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Board of Trustees, their now living descendants, if any, and the survivor of them, plus 21 years.

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

TOWN OF EAGLE, COLORADO

Mayor

ATTEST:

Town Clerk

DEVELOPER

STATE OF COLORADO)
)ss.
COUNTY OF _____)

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

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT D

Rental Restriction

RENTAL RESTRICTION AGREEMENT **(Reserve at Hockett Gulch)**

THIS RENTAL RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20__ (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"); and _____ with an address of _____ ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner owns the real property described as _____ (the "Property"), which is part of the Reserve at Hockett Gulch development;

WHEREAS, the Property consists of or will consist of rental dwelling units (each a "Unit" and collectively the "Units");

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

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

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. *Eagle County Business* means a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

b. *Gross Income means* all income received by an individual in a calendar year from any source and prior to deductions or payment or withholding of taxes.

c. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

d. *Qualified Occupant* means an individual who occupies the Property as their Principal Place of Residence and:

i. Works or has been hired to work at least 30 hours per week at an Eagle County Business on a permanent basis; or

- ii. Works at least 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting); or
- iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 hours per week at an Eagle County Business; or
- iv. Is disabled and for the 2 years immediately prior to the onset of their disability, worked at least 30 hours per week at an Eagle County Business.

2. Liability. Owner shall be responsible for compliance with this Agreement at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy Restrictions.

a. No Unit shall be leased or occupied without a written lease (each a "Lease"). Each Unit shall have only one Lease at any one time. Each Restricted Unit Lease shall include a clear reference to this Agreement, a brief summary of this Agreement and a copy of this Agreement. The Qualified Occupant shall be a signatory on the Lease of all Restricted Units. No Lease of the Units shall be for less than 30 days. Subleasing of Restricted Units is not permitted.

b. At least 45% of the total number of Units that have received a certificate of occupancy shall be leased to at least one Qualified Occupant at all times, and these Units shall constitute the "Restricted Units". The Restricted Units may only be leased to a Qualified Occupant and, if applicable, their immediate family members related by blood, marriage or guardianship.

c. At any time that the number of Restricted Units falls below 45% of the total number of Units, Owner shall promptly take commercially reasonable efforts to lease the next Units coming available for rent to a Qualified Occupant in accordance with this Agreement, until at least 45% of the total Units are Restricted Units.

d. No business activity shall occur on or in the Property, other than as permitted within the zone district applicable to the Property.

e. No more than 3 individuals unrelated by blood, marriage or legal guardianship may occupy a Unit at any time.

f. In evaluating an application to lease a Restricted Unit, Owner shall be guided by the following:

- i. An applicant's physical place of employment is controlling, not the mailing address of such place.

ii. Claims of employment that are unable to be verified by Owner will not be utilized in determining an applicant's eligibility.

iii. To the extent permitted by law, priority for the leasing of a Restricted Unit shall be given to the following Qualified Occupants: employees of businesses located in the Town of Eagle, including the Town of Eagle government; employees of the Greater Eagle Fire Protection District; employees of the Eagle County Health Services District; employees of the Eagle County School District; and employees of businesses located within the Town of Eagle.

iv. Any misrepresentation by an applicant in any submittal shall disqualify such applicant from being eligible to lease a Restricted Unit, and shall be grounds for eviction if such misrepresentation is revealed after such applicant's occupancy.

g. No later than February 1st of each year, Owner shall submit a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year. Verification shall include, at a minimum, copies of all Leases for all leased Units, copies of identification from all tenants in Restricted Units, documents evidencing hours of employment of all Qualified Occupants, and documents related to residency of all Qualified Occupants.

4. Inspection of Documents. The Town may inspect any documents submitted with any application to lease a Restricted Unit, at any time during normal business hours, upon reasonable notice. Upon inspection, if the Town reasonably determines that additional documents are necessary to verify Qualified Occupant status, the Town may request additional documents. Owner shall not be required to retain any documents submitted by applicants who do not sign leases; provided, however, that if the number of Restricted Units falls below 45% of the total Units, then Owner shall retain documents submitted by all applicants to verify Owner's commercially reasonable efforts to lease the next Unit becoming available for rent to a Qualified Occupant in accordance with the requirements of this Agreement, until at least 45% of the total Units are once again Restricted Units.

5. Breach.

a. It is a breach of this Agreement for Owner to violate any provision of this Agreement, or for any other individual to occupy a Unit in violation of this Agreement.

b. If the Town has reasonable cause to believe that Owner is violating this Agreement, the Town may inspect the Property and any of the Units between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner and the occupants of any affected Unit with 5 days' prior written notice. This Agreement shall constitute permission from Owner and all occupants of all Units to enter all Units during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall notify Owner of the violation and allow 15 days to cure.

6. Remedies. The Town may pursue all available remedies for violations of this Agreement by Owner, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by Owner within 30 days of the date of an invoice specifying the same, sent to the last known address of Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

7. Priority; Foreclosure. This Agreement shall be a first and prior lien on the Property at all times. Notwithstanding any other provision of this Agreement, in the event of a foreclosure on the Property or any portion thereof, acceptance of a deed-in-lieu of foreclosure on the Property or any portion thereof, or assignment in lieu of foreclosure on the Property, this Agreement shall remain in full force and effect.

8. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. *No Joint Venture.* Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Board of Trustees, their now living descendants, if any, and the survivor of them, plus 21 years.

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

TOWN OF EAGLE, COLORADO

Mayor

ATTEST:

Town Clerk

OWNER

STATE OF COLORADO)
)ss.
COUNTY OF _____)

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

My commission expires:

Notary Public

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 76
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A MAJOR DEVELOPMENT PERMIT, PRELIMINARY PLAN, FINAL PLAT,
AND ASSOCIATED DEVELOPMENT AGREEMENT FOR PORTION OF RESERVE AT
HOCKETT GULCH

WHEREAS, Epoch GCH Hockett Gulch Holdings, LLC (the "Developer") owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Developer has filed with the Town an application for approval of a Major Development Permit to construct 216 multi-family dwelling units and a clubhouse on the Property (the "MDP Application");

WHEREAS, the Developer has also filed with the Town an application for approval of a Preliminary Plan and Final Plat to subdivide 29.65 acres into 3 lots and 2 open space tracts (collectively the "Final Plat Application");

WHEREAS, at a properly-noticed public hearing on June 7, 2022, the Planning and Zoning Commission reviewed the MDP Application and the Final Plat Application, heard comments from the Developer, Town staff and the public, and recommended that the Town Council approve both the MDP Application and the Final Plat Application with conditions; and

WHEREAS, at a properly-noticed public hearing on September 13, 2022, the Town Council reviewed the MDP Application and the Final Plat Application and heard comments from the Developer, Town staff and the public.

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

Section 1. Findings.

a. Based on the recommendation of the Planning and Zoning Commission, input from Town staff and any public comment received, the Town Council finds that the MDP Application complies with the applicable criteria in Chapters 4.06, 4.07, and 4.13 of the Eagle Municipal Code (the "Code") and the approved Planned Unit Development.

b. Based on the recommendation of the Planning and Zoning Commission, input from Town staff and any public comment received, the Town Council finds that the Final Plat Application complies with the applicable criteria in Chapter 4.13 of the Code and the approved Planned Unit Development.

Section 2. Decision.

a. Based on the foregoing findings, the Town Council approves the MDP Application subject to the following condition: within 30 days of the adoption of this Resolution, the Developer shall make technical and redline corrections to the MDP Application documents as identified by Town staff.

b. Based on the foregoing findings, the Town Council approves the Final Plat Application subject to the following condition: within 30 days of the adoption of this Resolution, the Developer shall make technical and redline corrections to the Plat and MDP Application documents as identified by Town staff.

Section 3. Development Agreement. The Development 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 execute the Development Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk