



Town Board of Trustees
Tuesday, August 27, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

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

ADOPTION OF AGENDA - 6:05 PM (Opportunity for amendment or deletions to this evenings agenda.)

PUBLIC COMMENT - 6:10 PM - Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.

PRESENTATION - 6:15 PM Scheduled Presentations are limited to 10 Minutes, unless other arrangements have been made and approved by the Town Clerk.

1. Eagle County Animal Control Unified Animal Code Revision, Nathan Lehnert Eagle County Animal Services

TOWN MANAGER AND DEPARTMENT UPDATE - 6:35 PM The Town Manager and Department Staff prepare and provide internal updates to the Board.

1. Town Manager Update
2. Town Website Update

CONSENT AGENDA - 6:45 PM Consent agenda items are routine Town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation. (5 Minutes)

1. Minutes - August 13, 2019
2. Resolution 35-2019 A Resolution of the Board Of Trustees of the Town of Eagle, Colorado Amending the Fee Schedule Concerning Public Safety Impact Fees
3. Resolution 37-2019 A Resolution Approving a Professional Services Agreement Between the Town of Eagle and Carlson Edwards & O'Connor Attorneys at Law, P.C. for Municipal Court Prosecution Services
4. Medical Marijuana License Renewal: Sweet Leaf Pioneer LLC Medical Marijuana Cultivation/Optional Premises License at 0245 Marmot Lane #5 and Medical Marijuana Center License for 825 "A" Chambers Ave.

PUBLIC HEARINGS - QUASI JUDICIAL HEARING - 6:50 PM

1. Project: Reserve at Hockett Gulch Annexation and Planned Unit Development
File # AN 18-01 and PUD18-02
Applicant: Dan Metzger, Brue Baukol Capital Partners
Location 016186 Highway 6, Unincorporated Eagle County – 29.65 acres on the west end of the Town of Eagle boundaries. Parcel Number 2109-053-00-002
Staff Contact: Carrie McCool, Interim Town Planner
Request: 1. Planned Unit Development (PUD) Zoning Map Application - max of 500 dwelling units of various types and/or 30,000 SF of commercial on 29.65 acres; and 2. Site Specific Development Plan (vesting of property rights)
 - a. Ordinance 15-2019 An Ordinance of the Board of Trustees of the Town Of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County and Approving the Associated Annexation Agreement (Reserve at Hockett Gulch)
Hockett Gulch Annexation Agreement
 - b. Ordinance 18-2019 An Ordinance of the Board of Trustees of the Town of Eagle, Colorado Zoning Certain Newly-Annexed Property as Planned Unit Development and Creating Vested Property Rights (Reserve at Hockett Gulch)
Hockett Gulch PUD Guide

OLD BUSINESS - 7:50 PM *Items listed under Old Business have been previously discussed and either required more information or the Board needed additional time to discuss the item.*

1. Resolution 34-2019 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Setting Forth the Candidates for Election to the Town's Home Rule Charter Commission to be Chosen at the Town's Special Municipal Election on November 5, 2019
2. Ordinance 20-2019 Amending Chapter 9.15 Regarding Tobacco Products and Underage Persons

NEW BUSINESS - 7:55 PM *Items listed under New Business have not been previously discussed or acted upon.*

1. Lower Basin Water Treatment Plant: Change Order No. 4 - Agreement Language *(Roll Call Vote Required)*
2. Resolution 39-2019 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Approving a Professional Service Agreement for a Broadband Assessment and Feasibility Study between the Town of Eagle and Uptown Services *(Roll Call Vote Required)*
3. Resolution 40-2019 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Approving an Agreement For Professional Services for Geotechnical Services between the Town of Eagle and Kumar & Associates *Haymeadow Soils Testing (Roll Call Vote Required)*
4. Waste Water Treatment Plant Improvements: Roof Replacement - Pay Application No. 3 *(Roll Call Vote Required)*
5. Violet Lane Water Line: Pay Application No. 2 *(Roll Call Vote Required)*

BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 8:15 PM

1. Bicycle Dismount Proposal, Mayor McKibbin
2. Meeting Agenda Revision Proposal
3. NWCCOG Update, Mayor McKibbin

4. Eagle Vision 20/20 October 2, 2019
5. Community Impact Award Nominations Solicitation Active

ADJOURN - 8:40 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 - TOEG – townofeagle2019



EAGLE COUNTY
Animal Shelter
& Services

WHY

SIMPLIFICATION

STREAMLINING

COMPLIANCE

WHAT

REWRITE OF THE RESOLUTION

ADOPTION BY THE TOWN

STEPS TAKEN

SUPPORT FROM BoCC

ANNOUNCED TO MAYORS / MANAGERS

MET WITH TOWN STAFF

WORKING WITH ATTORNEYS OFFICE

ANNOUNCE AT THE TOWN COUNCIL MEETING

DETAILS

LEASH LAW / DEMONSTRABLE CONTROL

ANIMAL CONTROL MAP

ATTACK

COMMON AREA

EMOTIONAL SUPPORT / SERVICE ANIM.

FERAL CATS

HABITUAL OFFENDER

PRIVATE PROP.

ANIMALS IN VEHICLES

UNWANTED CONTACT

DEFECATION W/O REMOVAL

INTERFERENCE

REMOVAL OF IMPOUNDMENT SECTION

MUZZLE FOR P.D. ANIMALS

TEMPORARY DESIGNATION OF P.D.

REQUEST

SUPPORT MOVING FORWARD

ADOPTION BY JANURAY 1, 2020

QUESTIONS or CONCERNS?

Commissioner _____ moved adoption
of the following Resolution:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EAGLE, STATE OF COLORADO**

RESOLUTION NO. ~~2018~~2019-_____

**RESOLUTION REPEALING AND RESTATING
RESOLUTION NO. ~~2017-009~~2018-098
CONCERNING THE CONTROL, LICENSING,
IMPOUNDMENT AND DISPOSITION OF ANIMALS**

WHEREAS, 30-15-101 et seq., C.R.S., authorizes the Board of County Commissioners, County of Eagle, State of Colorado, hereinafter referred to as the “Board,” to adopt a resolution providing for control and licensing of pet animals in the unincorporated areas of Eagle County, Colorado; and

WHEREAS, the Board has previously adopted such regulations, most recently by Resolution No. ~~2017-009~~2018-0098 adopted ~~March 7, 2017~~December 18, 2018, entitled Resolution Repealing and Restating Resolution No. ~~2010-126~~2017-009 Concerning the Control, Licensing, Impoundment and Disposition of Animals; and

WHEREAS, the Board finds that the Eagle County Animal Control Resolution of ~~2017~~2018 requires certain additions, modifications and clarifications in order to adequately provide for the control of Pet Animals and Working Dogs and other reasonable or necessary regulations in order to serve and promote the public peace, health, safety, and welfare of the citizens of Eagle County; and

WHEREAS, this Resolution is intended to repeal and restate the Eagle County Animal Control Resolution of ~~2017~~2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EAGLE, STATE OF COLORADO;

THAT, the following Resolution be and is hereby adopted:

1. **INTENT.** It is the intent of the Board of County Commissioners in adopting this Resolution that Pet Animal and Working Dog Owners be responsible for their Animals’ conduct, that they exercise control with respect to their Animals in a manner which recognizes the rights, health and safety of others in the community, and that they be held strictly liable for conduct of their Animals which violates the provisions of this Resolution.

2. **DEFINITIONS.** As used in this Resolution, the following terms shall have the following meanings:

Eagle County continues to review this document and it is subject to ongoing review and comment

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2.1 “ABANDON” means (a) to fail to provide a Pet Animal Necessary ~~care~~Care for a period of 24 hours or longer or (b) to deposit, leave, drop off or otherwise dispose of any Pet Animal on public or private property without providing necessary care. For the purposes of this Resolution, any Pet Animal is presumed to be Abandoned if, after the posting or personal service of written notice describing deficiencies of necessary care for a Pet Animal, the deficiencies are not corrected within 24 hours of such notice by any person other than an ~~animal control officer~~. Animal Services Officer.

2.2 “ANIMAL” means non-human ~~mammals, including but not limited to dogs, cats, birds and reptiles~~creatures.

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~~2.3 “ANIMAL CONTROL MAP” means the digital map maintained by Eagle County Animal Shelter & Services Department to identify public locations within Eagle County where Owners of Pet Animals are allowed access with their Pet Animals and must exercise various levels of control over such Pet Animals. This map may be amended from time to time and can be viewed online on the Eagle County Government website.~~

2.4 “ANIMAL SERVICES OFFICER” means any person empowered by Eagle County to enforce the provisions of this Resolution pursuant to § 30-15-105, C.R.S., Eagle County Sheriff’s Office personnel and other peace officers as defined in § 18-1-901, C.R.S.

2.45 “ANIMAL SHELTER & SERVICES DEPARTMENT” means the Eagle County Department of Animal Shelter & Services.

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2.56 “ANIMAL SHELTER” means all facilities and premises authorized by the Eagle County Board of County Commissioners to care for Animals impounded or quarantined pursuant to the provisions of this Resolution. Such facilities and premises shall also be considered public animal shelters for the purpose of impounding dangerous dogs pursuant to the provisions of § 18-9-204.5, C.R.S.

2.67 “ATTACK” means aggressive behavior ~~by an Animal~~ such as ~~biting, injuring a Bite, an Injury, or charging~~ or chasing ~~a person or animal~~Animal; or non-aggressive behavior that ~~may result in Bodily Injury, Serious Bodily-causes pain or Injury, or the death of including jumping onto or running into~~ a person or ~~animal~~-Animal.

2.78 “BITE” means the ~~severe bruising, piercing, laceration, or~~ breaking of the skin, ~~no matter how minor~~, by the teeth or jaws of any Animal- ~~(this definition includes Biting and Bitten).~~

2.89 “BODILY INJURY” means any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring professional medical treatment or any physical injury that requires corrective or cosmetic surgery.

~~2.9~~ “CAT” means any animal of the species Felis Domesticus or any hybrid thereof.

2.10 “COMMON AREA” means properties that are accessible to the public, including but not limited to properties owned and controlled by an owners’ association or similar organization; areas of residential properties and buildings that are accessible to the occupants of those properties; or easements that allow public access through a property.

~~2.40~~11 “CONTROL” means supervision of, and influence over, any Pet Animal sufficient to prevent the violation of any of the provisions of this Resolution. Control shall be by Physical Control or ImmediateDemonstrable Control, as defined herein.

~~2.44~~12 “DANGEROUS ANIMAL” means any Pet Animal or Working Dog that has, without provocation, inflicted Serious Bodily Injury to a person, or has caused the, or was the proximate cause of, death of a human being; or, has, while off the premises of its owner or responsible person, killed a domestic animal without provocation or Animal; or, has, been previously classified as Potentially Dangerous and is found in violation of the provisions of this Resolution.

~~2.42~~ 2.13 “DEMONSTRABLE CONTROL” means control of a Pet Animal by the physical presence of the Owner so that such Pet Animal is controlled and obedient to a person competent to restrain the Pet Animal by command, and the Owner demonstrates that control to any person as requested, and prevents Unwanted Contact with other people or Animals.

2.14 “DOG” means any animal of the Canine species or any animal related to the wolf, fox, coyote or jackal.

~~2.13~~ “DOG PARK” means an area posted by any agency of the Federal government, the State of Colorado, or any political subdivision of the State for dogs to exercise and play off leash in a controlled environment under Immediate Control of their Owners.

~~2.14-2.15~~ “EMOTIONAL SUPPORT ANIMAL” means any Animal that an Owner has obtained for the purpose of providing therapeutic benefits to such Owner. The Owner of the Emotional Support Animal must have obtained an Emotional Support Animal letter from a licensed professional within the past twelve months stating that the Animal is an essential part of treatment for that purpose.

2.16 “FERAL CAT” means a freely ranging wild-living domestic cat. A Feral Cat is differentiated from a Pet Animal by one or more of the following traits: it is under socialized or completely unsocialized to humans; it has no identification or microchip; or it may have a cropped ear from having been previously spayed or neutered by a vet.

2.17 “HABITUAL OFFENDER” means any Owner of a Pet Animal or Working Dog Owner who that has pled guilty to, or been found guilty associated with offenses resulting in convictions of, violating any single provision of this Resolution three more than two times within any eighteen 18-month period. It also means any Owner that has been convicted of any single

provision of this Resolution more than two times within any 18-month period. For the purposes of this Resolution, after the effective date Effective Date of this Resolution, any disposition of charges involving probation or deferred judgment and sentencing shall be considered to be convictions a conviction.

~~2.15~~ “IMMEDIATE CONTROL” means Control of a Pet Animal by the physical presence of the Owner or Responsible Person so that it is at heel beside or otherwise controlled and obedient to a person competent to restrain the animal by command.

~~2.16~~

~~2.18~~ “IMPOUND” means to place an Animal in Public or Protective Custody in the interest of the safety of the Animal and/or the safety of the community- (this definition includes impounded and impoundment).

~~2.17~~ ~~2.19~~ “INJURY” means any physical damage to a person or animal including, but not limited, to sprains, bruising, scratches, punctures, lacerations, or broken bones.

~~2.20~~ “LEASH” means any type of rope, cable, chain or similar tool attached to the Animal, and held by the Owner. A Leash cannot exceed the length of an average retractable leash, approximately 15 feet. A Leash must be substantial enough, and be properly secured in a way, to prevent any loss of Control.

~~2.21~~ “LIVESTOCK” means cattle, horses, mules, burros, sheep, poultry, swine, llama, goats, and any other Animal, when used for working purposes or raised for food or fiber production.

~~2.48~~~~22~~ “MISTREATMENT” means every act or omission which causes, or unreasonably permits the continuation of, unnecessary or unjustifiable pain or suffering of an Animal. Mistreatment also includes the leaving an Animal within an enclosed space, such as a vehicle even if the windows are lowered or outdoors for a period longer thirty minutes and where the animal shows visible signs of hypothermia, hyperthermia or distress.

~~2.49~~~~23~~ “NECESSARY CARE” for a Pet Animal includes but is not limited to providing food, water, protection from the weather and removal of waste from the Animal’s enclosure or yard.

~~2.20~~~~24~~ “NEGLECT” means failure to provide food, water, protection from the weather, opportunity for exercise, socialization, or other care consistent with the needs of the species of the Animal in question.

~~2.21~~~~25~~ “OWNER” means any person, firm, corporation, or organization owning, possessing, keeping, having financial or property interest in, or having temporary control or custody of, any Pet Animal; or any person, firm, corporation or organization owning or having financial or property interest in a Working Dog.

~~2.22~~~~26~~ “PET ANIMAL” means dogs, cats, rabbits, guinea pigs, hamsters, mice,

rats, gerbils, ferrets, birds, fish, reptiles, amphibians, and invertebrates, or any species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, and includes any other animal specified in § 35-80-102 (10), C.R.S., as may be amended from time to time. Livestock or Feral Cats. “Pet Animal” does not include Feral Cats or an Animal used for working purposes on a farm or ranch or a Working Dog in the process of being worked.

2.2327 “PET ANIMAL FACILITY” means any facility licensed as such pursuant to the provisions of Part 1 of Article 80 of Title 35, C.R.S.

2.2428 “PHYSICAL CONTROL” means Control of a Pet Animal by means of a Fether or a leash attached to the animal, and held by the Owner, or control Leash or by confinement in a Secure Animal Enclosure.

2.2529 “POTENTIALLY DANGEROUS ANIMAL” means: (a) any Pet Animal or Working Dog that without provocation, threatens to attack, or bites causing. Attacks or causes Bodily Injury to a human being, person or another Pet Animal; or, (b) a Pet Animal that causes bodily injury or the death of the Livestock of another; or an Animal; (c) a Pet Animal that approaches a person upon the streets, highways, sidewalks, or other areas open to the public, including Common Areas, in a menacing fashion; or, (d) a Pet Animal that has a known propensity, tendency, or disposition to attack Attack without provocation, or cause physical injury Injury or otherwise threatens the safety of human beings persons or other Pet Animals; or, (e) a Pet Animal that is owned or harbored primarily or in part for the purpose of fighting or is trained for fighting.

2.26 —“PREMISES30 “PRIVATE PROPERTY” means property owned, or leased, or expressly permitted to be used by an Owner by any person, including any confined area or locality such as a residence, business, room, shop, building, or motor vehicle, including the open space bed of a truck.

2.2731 “PROTECTIVE CUSTODY” means the taking of an Animal into custody by Animal Shelter & Services Department to prevent the Mistreatment, Neglect, or Abandonment of such Animal; or, impoundment of an Animal because of the Owner’s inability to care for the Animal due to incarceration, incapacitation, or transport to a medical treatment facility.

2.2832 “PROVOCATION” means harassment, teasing, threatening, striking, or attacking an Animal or its Owner in the Animal’s presence, by either a person or another Animal. Provocation may also include the intrusion onto the physical property of the Pet Animal’s or Working Dog’s Owner, Private Property without the Owner’s consent of the Private Property owner and/or interference with a Working Dog’s performance of its job while it is actually working. Provocation does not include when a person enters Private Property and has the right to enter including, but not limited to, delivery personnel, utility workers, or peace officers while they are working.

2.2933 “PUBLIC CUSTODY” means the impoundment and/or confinement of an Animal in the Animal Shelter, or in the physical control of an Animal by an Animal Control

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Officer performing duties pursuant to the provisions of the Resolution.

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2.3034 “QUARANTINE” means the confinement of an Animal for a specific period of time during, as determined by the ~~Director of~~ Animal ~~Shelter &~~ Services ~~staff~~, which the Animal will be observed in order to detect symptoms of disease. At the discretion of the Animal ~~Shelter &~~ Services ~~Director~~staff, the Animal may either be quarantined by being (i) taken into Public Custody; or (ii) kept in a Secure Animal Enclosure and/or within the Physical Control of the Owner during the entire Quarantine period.

2.3435 “RABIES REGISTRATION” means the vaccination of an Animal with an anti-rabies vaccine administered under the supervision of a licensed veterinarian, and the retention of a certificate of rabies vaccination by the animal owner.

2.3236 “SECURE ANIMAL ENCLOSURE” means a structure which is suitable to prevent the escape of the Animal ~~and prevents the entry of young children~~, having a top, bottom, all sides, and is locked ~~to avoid entry by a child. If the enclosure has no bottom secured to the sides, the sides must be embedded into the ground to a depth of not less than one foot.~~

2.3337 “SERIOUS BODILY INJURY” means such ~~injury~~Injury which involves a substantial risk of permanent physical disability, impairment or, a disfigurement; or, a substantial risk of protracted loss or impairment of the function of any part of, or organ in the body.

2.3438 “SERVICE ANIMAL” means ~~any dog which has been trained to provide a specific service or services to a person with a disability. An Emotional Support Animal is not a Service Animal.~~

2.39 “TETHER” means to securely tie, chain or ~~leash~~Leash a Pet Animal to an inanimate object.

2.3540 “TRESPASS” means: the entry by a Pet Animal or Working Dog upon any ~~private property~~Private Property other than that of the ~~Pet~~Animal’s Owner, ~~or without permission; or the entry~~ upon public property which is posted ~~or identified on the Animal Control Map~~ as not permitting ~~Animals or access to~~ such Animals. _

2.36

2.41 “UNWANTED CONTACT” means ~~any physical contact, or charging or pressuring a person or Animal while on any property other than Private Property regardless of whether that action is friendly or aggressive.~~

2.42 “WORKING DOG” means a ~~dog which~~Dog that is actually working livestock, guarding livestock from predators, locating or retrieving wild game in season for a licensed hunter, assisting law enforcement officers, assisting in rescue efforts, ~~or is a Service Animal or is actively~~ being trained for any of these purposes. ~~Any dog not actively working is considered a~~

[Pet Animal during those time periods.](#)

3. VACCINATION OF PET ANIMALS AND WORKING DOGS REQUIRED.

3.1 Owners of Pet Animals and Working Dogs which are harbored, kept, or maintained in Eagle County, for which Animals the United States Department of Agriculture has licensed a rabies vaccine, shall (i) vaccinate, (ii) maintain the efficacy of the vaccination, and (iii) maintain proof of current, efficacious rabies vaccination for their Pet Animals and Working Dogs.

3.2 Such Pet Animals and Working Dogs shall be vaccinated when the animal reaches the age of four months or is licensed (if applicable), whichever occurs first, and the vaccination shall be repeated as necessary in accordance with recommendations of the United States Department of Agriculture or vaccine manufacturer to maintain efficacy of the vaccination.

3.3 The rabies vaccine shall not be required for a Pet Animal whose veterinarian, in accordance with [C.R.S. § 25-4-607](#), [C.R.S.](#), has issued a written waiver based on the veterinarian's professional opinion that the rabies inoculation is contraindicated due to the Pet Animal's medical condition.

4. ANNUAL DOG LICENSING. All [dogsDogs](#), including Working Dogs, harbored, kept, or maintained in Eagle County shall be licensed, except [dogsDogs](#) kept as part of the operation of a Pet Animal Facility or Eagle County maintained shelter.

4.1 All [dogsDogs](#) over the age of four months shall have a valid Eagle County [dogDog](#) license after the [dogDog](#) has been kept, maintained, or harbored in the County for any consecutive thirty day period or immediately upon impoundment or citation for any violation of the Resolution.

4.2 All [dogDog](#) licenses shall be renewed on or before their expiration date.

4.3 A valid [dogDog](#) license tag shall be attached to a collar or harness and shall be worn by the [dogDog](#) at all times. It shall be a defense to prosecution that the [owner or responsible party Owner](#) can produce a certification by a veterinarian that the [dogDog](#) cannot wear a collar or harness because of a permanent medical condition or the [dogDog](#) was, at the time of notice, working in a capacity that made the wearing of a collar or harness hazardous to the [dogDog](#). Working Dogs that cannot wear a [dogDog](#) license tag shall be microchipped or tattooed, at the Owner's expense, and registered with the [Animal Shelter & Services](#) Department of [Animal Services](#).

4.4 A [dogDog](#) license shall be comprised of and evidenced by a written license form and a [dogDog](#) license tag.

4.5 The [Eagle County Animal Shelter & Services](#) Department and/or any agency or person designated by the Board of County Commissioners by resolution will issue a [dogDog](#)

license upon the receipt of the executed application, payment of the license fee and evidence of a current rabies vaccination.

4.6 Per § 24-34-803.5, C.R.S., any person with a disability who has a Service Animal that requires a Dog license, will be eligible for a free license when they contact the Animal Shelter & Services Department. Such person must be prepared to answer the following questions: (a) is the Service Animal required because of a disability?; and (b) what work or task has the Service Animal been trained to perform? All other Dogs are not eligible for a free license.

5. FAILURE TO CONTROL A WORKING DOG OR PET ANIMAL. It shall be unlawful, considered a failure to Control a Pet Animal or Working Dog, when:

5.1 A Pet Animal is off the Owner's ~~Premises~~ Private Property without the presence of a person having Physical Control; ~~except in locations identified as defined in this Resolution~~ allowing Demonstrable Control on the Animal Control Map;

5.2 A Pet Animal or Working Dog ~~is allowed to cause Bodily Injury to~~ Attacks a ~~human being person~~ or another Pet Animal, or ~~is allowed to cause~~ causes damage to the property of another; It is an affirmative defense if the Animal is on Private Property and no Injury or damage is involved in the incident;

5.3 A Pet Animal ~~or Working Dog is tethered upon any public or private property without the permission of the person owning, leasing, or otherwise controlling the property in question;~~

~~5.4 Any Pet Animal or Working Dog reaches past the perimeter of the Owner's Premises with its teeth or claws causing Bodily Injury or property damage to another;~~

~~5.5 A Pet Animal is allowed to defecate on public or private property and the Owner or responsible person, of the animal, does not remove the waste in a timely manner~~ immediately while off Private Property;

5.64 A female cat or ~~dog~~ Dog, during estrus, is not under Physical Control, ~~confined indoors or confined within a Secure Animal Enclosure~~ whether on or off Private Property;

5.75 A Pet Animal is not under ~~Physical~~ Demonstrable Control in areas ~~posted by any agency of identified on the Federal government, the State of Colorado, or any political subdivision of the State~~ Animal Control Map as ~~requiring the animal to be on a leash; or~~ allowing Demonstrable Control;

5.86 Any Pet Animal or Working Dog is Mistreated, Neglected or is left in circumstances which constitute Abandonment; ~~or~~

5.97 A Pet Animal or Working Dog is allowed to ~~enter Private Property not that of the~~

~~Owner's without the property owner's permission, or allowed to enter public property which is posted as not permitting such Animals Trespass.~~

6. INTERFERENCE WITH AN OWNER'S CONTROL OF A PET ANIMAL OR WORKING DOG.

It shall be unlawful for any person to perform any act which interferes with, prevents, or hinders the efforts of an Owner to Control any of the Owner's Pet Animals or Working Dogs.

7. INTERFERENCE WITH AN ANIMAL CONTROL OFFICER.

7.1 It shall be unlawful to intentionally interfere with, make false statements to, provide false documentation to, hinder, prevent, or obstruct an Animal Control Officer in his/her performance of duty pursuant to this Resolution.

7.2 It shall be unlawful to remove any animal from the Public or Protective Custody without the consent of an Animal Control Officer.

8. WHEN A PET ANIMAL OR WORKING DOG BITES A PERSON.

A-8.1 DUTY TO REPORT PET ANIMAL AND WORKING DOG BITES

Any medical professional who provides treatment to a person for any animal bite/Animal Bite that has pierced the skin shall report to the Eagle County Animal Shelter & Services Department any information known regarding the animal bite/Animal Bite. The report shall be made within twenty-four (24) hours after such information is received, and shall include with the report the name, address, and telephone number of the person making the report who was Bitten. The report may be made by telephone to the Animal Shelter & Services Department on voice mail.

B-8.2 OWNER'S DUTY TO PRODUCE BITING ANIMAL FOR INSPECTION OR QUARANTINE

i. Upon the request of an Animal Control Officer, an Owner shall make available for inspection and/or Quarantine any Pet Animal or Working Dog which has bitten/Bitten, or is suspected of biting/Biting a person.

ii. If the Quarantine of a Pet Animal or a Working Dog is deemed necessary, the place and terms of Quarantine shall be determined by the Director of the Animal Shelter & Services Department or his or her designee/staff pursuant to these regulations/this Resolution. During Quarantine, the Pet Animal or Working Dog shall, for a period of ten (10) days, be caused to be 1) isolated and confined to a Secure Enclosure and/or under the Physical Control of the Owner; or 2) confined at the Animal Shelter in a manner deemed appropriate by the Animal Shelter & Services Director/Department staff.

- iii. All costs of Quarantine shall be the responsibility of the Owner.

~~C. IMPOUNDMENT OF AN ANIMAL THAT HAS BITTEN A PERSON~~

~~i. In addition to the requirements of Sections 8(B)(ii) and 9 of these regulations, if the Animal Services Director determines that an Animal has inflicted either Bodily Injury or Serious Bodily Injury to a person other than its Owner, he/she shall consider whether the Animal poses an immediate threat to the safety of the community, and if so, the Animal may be impounded. The following factors shall be considered in determining whether impoundment is appropriate in order to ensure the safety of the community.~~

- ~~a. The nature of the behavior giving rise to the Animal Services Director's determination that the Animal caused Bodily or Serious Bodily Injury;~~
- ~~b. The extent of the Injury(ies);~~
- ~~c. Circumstances surrounding the complaint, including but not limited to: the time of day that the injuries occurred; whether the dog was on/off the Owner's private property; whether there are any indications that the dog was provoked;~~
- ~~d. Circumstances surrounding the result and complaint including but not limited to: identification of the Animal; and credibility of complainants and witnesses;~~
- ~~e. The size of the lot where the animal resides and the number and proximity of neighbors;~~
- ~~f. The existing control factors, including but not limited to, the number of animals at the owner's residence, existence of fencing, caging, runs, and staking locations; and~~
- ~~g. The Animal's behavior post incident as observed by Animal Control Officers and/or the Animal Services Director;~~
- ~~h. Whether there have been previous incidents or complaints involving the Animal;~~
- ~~i. Mitigating circumstances, including but not limited to an Owner's willingness and ability to take adequate measures to prevent future incidents.~~

~~ii. Upon impoundment of a Pet Animal or Working Dog that has inflicted Bodily Injury or Serious Bodily Injury to a person other than its Owner, the Owner of the impounded dog may, within five (5) days of the impoundment, request an immediate custody hearing to determine whether the Animal should remain in Public Custody or whether the dog may safely be released back to the Owner. The hearing officer shall be the County Manager or his/her designee. The custody hearing must be held within ten (10) working days of the request for hearing. At the custody hearing, the County Manager shall consider whether there was an adequate factual basis for the Animal Services Director's decision that the dog must remain in Public Custody, and may affirm or overturn the Animal Service Director's determination, or alternatively, may recommend the release of the Animal with conditions to prevent additional incidents or complaints. The right to an administrative hearing shall be deemed waived if not timely requested as set forth in this Section.~~

9. DESIGNATION OF DANGEROUS AND POTENTIALLY DANGEROUS ANIMALS.

9.1 ~~In addition to determining whether immediate quarantine or impoundment of an Animal who has inflicted Bodily or Serious Bodily Injury to a person is appropriate, the Animal Services Director or his/her designee~~The Animal Shelter & Services Department staff shall have the authority to determine, based on a preponderance of the evidence, that a Pet Animal or Working Dog is Potentially Dangerous or Dangerous as defined in ~~these regulations~~this Resolution.

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9.2 Written notice of a Pet Animal or Working Dog's classification under 9.1 shall be served on the Owner ~~or the Responsible Person of the animal at that Owner's or Responsible Person's last known address as required by Section 9.3.~~ The notice shall describe the ~~animal.~~Animal and state the grounds for its classification, ~~and that is~~ applicable to such Pet Animal or Working Dog ~~by reason of its classification.~~ The notice shall also state that, if a written request for an administrative hearing is filed with the Animal ~~Shelter & Services Director~~Department staff within ~~fourteen (14)~~ days after receipt of the notice, an administrative hearing will be conducted to review the classification of the Pet Animal or Working Dog. The right to an administrative hearing shall be deemed waived if not timely requested as set forth in this Resolution.

9.3 The notice referred to in 9.2 of this ~~subsection~~Subsection shall be given either by personal delivery to the Owner or ~~Responsible Person~~ or by registered or certified mail, return receipt requested, addressed to the Owner ~~or Responsible Person~~ at the ~~person's~~Owner's last known address. Notice by personal delivery shall be complete upon delivery and the receipt or upon return of the notice as undeliverable, refused, or unclaimed.

9.4 All administrative hearings held under this ~~section~~Section shall be heard by the Board of County Commissioners or its designate, hereinafter referred to as the "Hearing Officer." The burden of proof shall be on the Owner ~~or Responsible Person~~ to show cause as to why the Animal's behavior does not support the designation as ~~Dangerous or~~ Potentially Dangerous ~~or Dangerous~~. The hearing shall be informal and technical rules of evidence shall not apply. The classification shall be determined based upon the preponderance of the evidence. The Hearing Officer shall not be required to file a full opinion or make formal findings of fact or conclusion of law, ~~but~~ However, the Hearing Officer must state the reasons for the determination, and indicate the evidence relied upon. Such determination shall be made no later than 72 regular business hours after the close of the hearing. The proceedings at the hearing shall be recorded and retained for ~~a reasonable period of time, ten years.~~ After ten years, the records will be destroyed unless otherwise required to retain such records.

9.5 Should the Hearing Officer determine that the Pet Animal or Working Dog was properly designated by the Animal ~~Shelter & Services Director~~Department staff, the Owner ~~or Responsible Person~~ who requested the hearing shall be responsible for paying for the cost and expense of the hearing. Should the Hearing Officer determine that the Pet Animal or Working Dog is neither ~~Dangerous nor~~ Potentially Dangerous ~~nor Dangerous~~, no costs shall be charged to

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the Owner for ~~impoundment~~Impoundment of the Pet Animal or Working Dog during pendency of the hearing.

9.6 When an Animal has been classified as Dangerous, the Hearing Officer shall first determine if that classification is proper. If the Hearing Officer determines that the Animal was improperly classified as Dangerous, the Hearing Officer shall then determine if the Animal is Potentially Dangerous. Should the Hearing Officer determine that the Pet Animal or Working Dog is Potentially Dangerous, the Owner ~~or Responsible Person~~ shall comply with the requirements of this Section applicable to Potentially Dangerous Animals.

10. IMPOUNDMENT OF DANGEROUS ANIMALS PENDING HEARING

~~Notwithstanding the provisions of Section 8, during~~

During the pendency of any hearing and any appeal therefrom on the classification of a Pet Animal or Working Dog as Dangerous, the Pet Animal or Working Dog shall be ~~impounded~~Impounded at the ~~County~~ Animal Shelter at the Owner's ~~or Responsible Person's~~ expense. In the event that the Animal is determined neither Potentially Dangerous nor Dangerous, no costs shall be charged to the Owner for Impoundment.

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11. RESTRICTIONS ON A POTENTIALLY DANGEROUS ANIMAL.

~~11.1 While on the Owner's or Responsible Person's property, a Potentially Dangerous Animal must immediately be securely confined indoors or in a securely enclosed and locked pen or structure suitable for preventing the entry of young children and designed to prevent the Potentially Dangerous Animal from escaping by climbing, burrowing, or otherwise. The Potentially Dangerous Animal must be securely confined indoors at all times until such enclosure has secure sides and a secure top. If the enclosure has no bottom secured to the sides, the sides must be embedded into the ground to a depth of not less than one (1) foot.~~CONTROL

Whether on or off Private Property, a Potentially Dangerous Animal must be on a leash no longer than four feet or in a Secure Animal Enclosure. The enclosure must also provide adequate protection from the elements and be kept in a clean and sanitary condition. When off Private Property the Potentially Dangerous Animal shall wear an approved muzzle as determined by Animal Shelter & Services Department staff.

~~11.2 A Potentially Dangerous Animal may be off the Owner's or Responsible Person's premises only if it is restrained by a substantial leash not exceeding four (4) feet in length. The leash and Potentially Dangerous Animal shall be under the actual physical control of a person suitable for controlling the Potentially Dangerous Animal at all times. Such Potentially Dangerous Animal shall not be leashed to inanimate objects such as trees, posts, buildings, etc.~~

~~11.3 Notification of change in status~~

11.2 Any Animal designated as Potentially Dangerous pursuant to any previous Eagle County Animal Control Resolution shall maintain such designation and shall comply with this resolution as amended from time to time.

11.3 NOTIFICATION OF CHANGE IN STATUS

The Owner ~~or Responsible Person~~ shall immediately notify the ~~Eagle County~~ Animal Shelter & Services Department if a Potentially Dangerous -Animal is loose, unconfined, has ~~attacked~~Attacked another animal, or ~~a human being~~person, or has died, been sold, been given away, or is otherwise no longer in the possession of the Owner ~~or Responsible Person~~. If the Potentially Dangerous Animal has been sold or given away, the Owner ~~or Responsible Person~~ shall provide the Animal Shelter & Services Department with the new ~~Owner or Responsible Persons~~Owner's name, address and telephone number. If the new Owner ~~or Responsible Person~~ maintains the Potentially Dangerous Animal within Eagle County, the new Owner ~~or Responsible Person~~ shall comply with the requirements previously applied to such Animal and the requirements of this ~~chapter~~Resolution.

11.4 ~~Signs; Display Required~~—SIGN(S); DISPLAY REQUIRED

The Owner ~~or Responsible Person~~ shall display a sign or signs in such form as required by Eagle County on ~~their~~its premises warning that there is a Potentially Dangerous Animal on the ~~premises~~Private Property. Such a sign or signs shall be visible and capable of being read from any public right-of-way ~~or Common Areas~~ abutting the ~~premises~~Private Property. Such a sign shall also be posted on the enclosure for the Potentially Dangerous Animal.

~~11.5 Cost; Additional Signs~~ The ~~Eagle~~ County shall provide one ~~(1)~~ sign required by this ~~section~~Section at no cost to the Owner ~~or Responsible Person~~. Additional or duplicate signs shall be purchased from ~~the Eagle~~ County for an amount equal to ~~the County~~Eagle County's cost for providing the signs.

11.6 ~~Special license and identification tag~~—5 SPECIAL LICENSE AND IDENTIFICATION TAG

The Owner ~~or Person Responsible for~~ any Potentially Dangerous Animal shall obtain an annual special license and identification tag for such Animal, which license shall expire on December 31 of the year for which the license is issued. An application for a special license and identification tag shall be made to the ~~Eagle County~~ Animal Shelter & Services Department which shall include the information required by Section 4 of this Resolution. All Potentially Dangerous Animals shall also be issued a special license identification tag which shall be worn by the Potentially Dangerous Animal at all times.

11.7 ~~Spay or Neuter requirement for Potentially Dangerous Animals~~—6 SPAY OR NEUTER REQUIREMENT FOR POTENTIALLY DANGEROUS ANIMALS

Within ~~Fourteen~~(14) calendar days after its classification as a Potentially Dangerous Animal, the Owner ~~or Responsible Person~~ shall have the Animal spayed or neutered and present proof of that fact to the ~~Eagle County~~ Animal Shelter & Services Department.

~~11.87~~ The Owner ~~or Responsible Person~~ of any ~~animal~~Animal that has been designated as Potentially Dangerous in accordance with the terms of this Resolution must comply with ~~sections~~Sections 11.1, ~~11.2~~ and 11.~~32~~ concerning Potentially Dangerous Animals pending the outcome of any hearing challenging such designation.

~~11.9~~ ~~Failure to Comply with Potentially Dangerous Animal Restrictions~~ ~~Any animal~~
~~11.8~~ FAILURE TO COMPLY WITH POTENTIALLY DANGEROUS ANIMAL RESTRICTIONS

Any Animal that has been previously classified as Potentially Dangerous and is found in violation of the restrictions concerning Potentially Dangerous Animals may be classified as a “Dangerous Animal” in accordance with the terms of this Resolution.

12. TEMPORARY DESIGNATION OF POTENTIALLY DANGEROUS.

An Animal Services Officer may provide the Owner of a Pet Animal the opportunity to voluntarily abide by Sections 4.3, 11.1, 11.2, and 11.7 over a period of three to six months, as determined by the Animal Services Officer, after a documented incident of Potentially Dangerous behavior. If, during the time of the temporary designation, the Animal is in violation of the above described Sections, the Animal may be permanently designated as Potentially Dangerous for the initial incident by following the Section 9 processes. If no violations are documented or reported during temporary period the animal shall be released of the designation with the Owner’s agreement that the animal will not be allowed to show Potentially Dangerous behavior in the future.

~~13.~~ DESTRUCTION OF DANGEROUS ANIMAL.

~~13.1~~ It shall be unlawful to own a Dangerous Animal.

~~13.2~~ Any Pet Animal or Working Dog that is classified as Dangerous shall be humanely euthanized after being quarantined for the period provided by law.

~~14.~~ FAILURE TO COMPLY WITH CERTAIN TERMS OF A SALES OR ADOPTION CONTRACT.

~~14.1~~ It shall be unlawful to fail to comply with any of the terms of an adoption or fostering contract when the animal is obtained from the Eagle County Animal Shelter pursuant to such contract.

~~15.~~ IMPOUNDMENT OF STRAY, ABANDONED ANIMALS OR THOSE OTHERWISE IN VIOLATION OF PROVISIONS OF THIS RESOLUTION.

~~15.1~~ An Animal Control Officer may impound any Animal that is not under Control as required by this Resolution, or when it and/or its Owner are in violation of any of the provisions of this Resolution.

~~1415.2~~ An Animal Control Officer may ~~impound~~Impound any Pet Animal displaying Potentially Dangerous or Dangerous Animal that is not under Control as provided in ~~these regulations~~this Resolution. An Animal Control Officer may perform such impoundment prior to notifying the Owner, if such Owner is not immediately present to exercise Control of such animal.

~~1415.3~~ As soon as practical after the ~~impoundment~~Impoundment of any Animal, an Animal Control Officer shall make a reasonable effort to notify the Owner of the ~~animal's~~Animal's location by telephone, posting of a notice at the Owner's residence, or by written notice mailed to the Owner's last known address, if the identity of the Owner is known. If needed to establish the identity of the Owner, information contained on any identification, rabies, or license tag found attached to the ~~animal~~Animal shall be used.

~~1516.~~ OWNER'S DUTY TO REDEEM ANIMAL AND PAY FEES.

~~1516.1~~ The Owner of any ~~impounded~~Impounded Animal shall be held responsible for all the costs of ~~impoundment~~Impoundment, including medical treatment and boarding, ~~and such costs shall be fully paid prior to the release of the animal. In addition, prior to the release, the Owner shall pay for rabies inoculation or provide proof of efficacious rabies vaccination.~~

~~15.2~~ Prior to release of any impounded dog the Owner shall pay for an Eagle County dog license or provide proof of current licensure in Eagle County or the place the Animal regularly is kept.

~~15.3~~

~~16.2~~ It shall be unlawful for any Owner to fail to make arrangements for the redemption or surrender of any Animal impounded pursuant to the provisions of this Resolution, or to fail to pay any fees associated with the redemption or surrender of such ~~animal~~Animal.

~~1617.~~ DISPOSITION OF IMPOUNDED ANIMALS.

~~1617.1~~ Except for impoundment as provided by Section 8(C) herein, any ~~Any Pet Animal impounded or Working Dog, except Feral Cats, Impounded~~ pursuant to the other provisions of this Resolution, shall become the property of the ~~Eagle County Animal Control Shelter & Services Department~~ after ~~five~~ days of impoundment, after which ~~the Animal Services Department~~ it may humanely euthanize the ~~animal~~Animal. For purposes of this ~~section~~Section, a "day" means a 24-hour period beginning at the time of the day at, and on the date on, which the ~~animal~~Animal was taken into Public Custody.

~~16.2~~ Eagle County Department of ~~17.3~~ Animal Shelter & Services Department may humanely euthanize any Animal at any time prior to the expiration of the 5-day impoundment period if the ~~animal~~Animal is seriously injured or ill, or if the Animal poses a risk to the health of any person.

~~16.3~~17.4 After the required time period, in lieu of having an Animal destroyed, the ~~Eagle County~~ Animal Shelter & Services Department may release an Animal which is not diseased to a bona fide animal welfare organization or to a person having no previous interest in the animal. Upon release of the ~~animal~~Animal, the recipient shall pay a fee as established by the County, including but not limited to fees for adoption, rabies inoculations, dog license, and sterilization costs.

~~16.4~~17.5 All Animals adopted from the ~~Eagle County~~ Animal Shelter & Services Department are required to be sterilized at the time of adoption unless such surgery would be dangerous to the animal due to its age or physical condition, as determined by the selected ~~Veterinarian~~veterinarian of record. Transfer of ~~Ownership~~ownership shall not occur until sterilization has been performed although possession may be given to the adopting person upon his or her written promise to have the sterilization performed by a specified date.

~~17~~18. THREATENING OF LIVESTOCK OR WILDLIFE.

~~1718.1~~ It shall be unlawful to fail to ~~control~~Control any Pet Animal so as to prevent such ~~animal~~Animal from running after, chasing, pursuing, ~~biting~~Biting, attacking, or in any other way threatening ~~livestock~~Livestock or wildlife.

~~1718.2~~ Any Pet Animal threatening ~~livestock~~Livestock or wildlife may be immediately destroyed at the discretion of any Animal Control Officer. If not destroyed, the ~~animal~~Animal may be immediately ~~impounded~~Impounded and/or designated Dangerous or Potentially Dangerous in accordance with ~~these regulations~~this Resolution.

~~1718.3~~ A violation of this ~~section~~Section may also require a mandatory court appearance by the Owner. Upon conviction, if the Animal was not destroyed at the time of the incident, the court may order it destroyed under the supervision of the Animal Shelter & Services Department; ~~if~~. If the court does not order the animal destroyed, the court may deem the animal a Potentially Dangerous Animal, and possession shall be returned to the Owner subject to the regulations applicable to Potentially Dangerous Animals under this Resolution and other state law. Upon a second conviction of a violation of this ~~section~~Section with respect to a specific Animal, the court shall order the animal to be Dangerous and the animal destroyed under the supervision of the Animal Shelter & Services Department.

~~1718.4~~ Upon conviction of any violation of this ~~section~~Section, the Owner shall be required by the court to pay restitution for any ~~livestock~~Livestock or wildlife injured or killed by the Owner's Animal.

~~18~~19. NUISANCE, ANIMAL NOISE AND FECES.

~~1819.1~~ It is unlawful for any Owner to fail to prevent his Pet Animal from disturbing the peace of any other person by ~~habitual or persistent barking, howling, yelping, or~~

~~whining, or any other~~ unprovoked ~~noise~~barking, whether the ~~animal~~Animal is on or off the Owner's ~~property~~Private Property.

~~1819.2~~ It is unlawful for any Owner to permit the accumulation of a Pet Animal's feces on the property on which the ~~animal~~Animal is kept such that it is detectable visually or odorously by neighbors.

~~1819.3~~ It is unlawful for any Owner to fail to confine Pet Animal feces, and any part thereof, within the perimeters of the property on which the ~~animal~~Animal is kept, regardless whether such failure to confine is the result of natural causes, such as surface water flow, or other causes.

~~1819.4~~ No person shall be charged with a violation of this ~~section~~Section unless a written warning for a separate violation has been given at least ~~seventy-two (72)~~ hours prior to the issuance of the citation. ~~The name, and address~~corroborating evidence is also be provided along with a citizen incident report. Corroborating evidence can be digital documentation of the complainant shall appear on violation or a secondary witness of the ~~written warning~~violation.

~~1920. HABITUAL OFFENDER:~~ It shall be unlawful for any person to become a Habitual Offender as defined in this Resolution. Any person may be charged as a Habitual Offender in addition to any other charges brought pursuant to the provisions of this Resolution. Upon the conviction of an Owner as ~~an~~a Habitual Offender, the Owner's offending Animal(s) may be ordered removed from Eagle County or surrendered to the Animal ~~Shelter & Services~~ Department, along with any other penalties imposed by the Court. ~~The court shall consider a maximum allowable fine for the Habitual Offender charge if the Owner is found guilty.~~

~~2021. ENFORCEMENT:~~ Animal Control Officers have the authority to issue a Summons and Complaint or penalty assessment to any alleged violator of this Resolution. The fine or other penalty shall be as provided in the Eagle County Animal Control Resolution or as otherwise provided by law. ~~In addition to Animal Shelter & Services Department and Animal Services Officer enforcement, the provisions of this Resolution shall be enforced by the County Sheriff and peace officer of jurisdiction.~~

~~2122. PENALTIES:~~ The fines, in the amounts prescribed in the attached ~~Exhibit A~~, shall apply to any such violation of ~~these regulations~~this Resolution, and shall be applied either through the penalty assessment procedure of § 16-2-201, C.R.S., or by the court after conviction, in which case the court shall also assess the appropriate court costs.

~~2223. POWER OF THE COURT:~~ In addition to any penalties which may be provided for in this Resolution, the court shall have the authority, upon making a finding that an animal constitutes a nuisance or that an Animal constitutes a real or present danger to the citizens of the County, to order that the Animal be destroyed in a humane fashion.

~~2324. LIABILITY FOR ACCIDENT OR SUBSEQUENT DISEASE FROM IMPOUNDMENT:~~ The Board of County Commissioners, its employees, agents and persons authorized herein to enforce the provisions of this Resolution, shall not be held responsible for

any accident or subsequent disease which may be suffered by an Animal as a result of the administration or implementation of this Resolution.

~~2425.~~ NOTICE: An Owner shall be deemed to have been issued and received an appropriate notice or warning as herein referred if the warning is personally served upon the Owner, posted on the Owner's ~~Premises~~Private Property, or placed in the U.S. Mail, postage prepaid and addressed to the Owner ~~according to~~ the last known address ~~given by~~ of the Owner ~~to obtain a dog license or cat identification tag, or to such other address as may be on file for the Owner with any government agency.~~

~~25.~~ ENFORCEMENT: The provisions of this Resolution shall be enforced by the County Sheriff and peace officer of jurisdiction.

26. HOT PURSUIT: An Animal ~~Control~~Services Officer in hot pursuit of an animal that is suspected of inflicting Bodily or Serious Bodily Injury to a human being or other animal may enter onto private property for the purposes of enforcing this Resolution, including for the purpose of effecting an Impoundment and/or Quarantine and, removing the animal from the property, ascertaining the identity of the animal, it's owner, and/or the currency or existence of dog tags, or issuing a citation. This ~~section~~Section, however, does not grant any Animal Control Officer authority to enter into any dwelling.

27. ANIMAL ~~CONTROL~~SERVICES OFFICERS.

27.1 There is hereby created the position of Eagle County Animal ~~Control~~Services Officer who shall be employed by the County and appointed as such by the Board of County Commissioners, acting directly or through the County's chief administrative officer, at such compensation and such qualifications as from time to time shall be fixed by order of the Board.

27.2 Pursuant to § 30-15-105, C.R.S., personnel engaged in animal control, however titled or administratively assigned, may issue citations or enforce this Resolution. Personnel so engaged shall be included in the definition of "Peace Officer or Fireman" in § 18-3-201-(2), C.R.S. Nothing herein is intended to vest authority in any person so engaged to enforce any resolution or statute other than this Resolution.

28. DISPOSITION OF FINES AND FORFEITURES: All fines and forfeitures for violation of any provisions of this Resolution and all moneys collected by the County for licenses shall be paid over to the County Treasurer immediately upon their receipt.

29. CAPTIONS: The captions and ~~paragraph~~section headings used throughout this Resolution are for the convenience of reference only, and the words contained herein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision to or the scope of this Resolution.

30. TERMS: For convenience, defined terms usually have been capitalized within this Resolution. Words used herein shall have their natural meaning, their statutory meaning if

applicable, or the meaning set forth in the definitions, according to the context in which they appear, regardless of capitalization.

31. SEVERABILITY. If any provisions of this Resolution or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Resolution and the application of such provision to parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Resolution shall be valid and be enforced to the fullest extent permitted by law.

32. REPEALER. Upon the effective date of this Resolution, the Eagle County Animal Control Resolution of ~~2010~~2018, Resolution No. ~~2010-126~~2018-098, shall be repealed and replaced by this Resolution. That repeal shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this Resolution.

33. TITLE. This Resolution shall be known as the Eagle County Animal Control Resolution of ~~2017~~2019.

34. EFFECTIVE DATE. All provisions of this Resolution shall be effective upon its execution by the Board of County Commissioners for Eagle County, Colorado.

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MOVED, READ AND ADOPTED by the Board of County Commissioners of the
County of Eagle, State of Colorado, at its regular meeting held the ___ day of _____, ~~2018~~2019.

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

ATTEST:

Clerk to the Board of
County Commissioners

By: _____
~~Kathy Chandler-Henry~~ Jeanne McQueeney
Chair

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~~Jillian H. Ryan~~ Kathy Chandler-Henry
Commissioner

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~~Jeanne McQueeney~~ Matt Scherr
Commissioner

Commissioner _____ seconded adoption of the foregoing resolution. The roll
having been called, the vote was as follows:

Commissioner ~~Chandler-Henry~~ McQueeney _____

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Commissioner ~~Ryan~~ Chandler-Henry

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Commissioner ~~McQueeney~~ Scherr

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This resolution passed by _____ vote of the Board of County Commissioners of the County of Eagle, State of Colorado

EXHIBIT A
Department of Animal Shelter & Services
Fee & Fine Schedule

FEES:

Dog License:	\$10.00 per year \$5.00 Replacement Tag
Potentially Dangerous Dog License:	\$200.00 per year
Adoption:	Cats - \$70.00 Kittens - \$100.00 Dogs - \$100.00 Puppies - \$150.00 Other - \$50.00
Impounds:	\$50.00
Boarding:	\$25.00 per day
Vaccination:	\$20.00
After Hours Emergency Reclaim:	\$100.00
Animal Surrender:	\$50.00 plus \$10.00 per infant 8 weeks or younger
Cat/Dog Traps:	\$65.00 refundable deposit
Transport within County:	\$40.00
Out of County Transport:	\$100.00 per day plus \$1.00 per mile

FINES

~~For all violations not involving a Dangerous or Potentially Dangerous Animal:~~

Fines will increase when the same animal or person is involved in a second or third violation of the same offense:

Offense:	1 st Offense	2 nd Offense	3 rd Offense	<u>or</u> Subsequent
Fines:	\$40 <u>100.00</u>	\$100.00	\$250.00	Court <u>\$375.00</u>

For allany violations ~~involving a Potentially Dangerous Animal:~~

Offense: ~~1st Offense~~

Fines: ~~\$250, plus Court~~

~~The above stated~~reviewed by the court, the court shall consider ~~fin~~es are minimum penalties and all violations are subject jail time up to the general fine allowable maximum of \$1,000.00 and imprisonment provisions of 90 days in jail per offense as detailed in C.R.S § 30-15-102, C.R.S. 1

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To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: August 27, 2019

Re: Town Manager Report

Administration & Organization

The BOT requested a few items from the meeting August 8. Some of those items are provided below or are attached to this report. Staff will provide another follow up status list showing previously requested items and anything new:

Tobacco Policies

- The draft ballot language that includes uses for funds is delayed for the preparation of the April 2020 regular election.
- Tobacco licensing ordinance will be considered in 2020 with the ballot question.

Pending Items:

- Breaking out BOT line items in the General Government budget.

BOT and P&Z Joint Work Session Recap

The meeting on August 20 was productive for staff, the commission and board. I have provided the actions items that the group would like to follow up on. Those items are listed below. Please let me know if we missed anything:

- Conduct more trainings for P&Z.
- Develop joint board and commission handbook – Anne has taken the lead on this item.
- Review of the Use Tax.
- Staff needs to tie P&Z decisions to the BOT Strategic Plan, so the group understands alignment with town priorities.
- Improve the newly elected orientation for BOT in April and invite P&Z.
- Staff should develop a brief, easy to read traffic mitigation document where all information is one place for the public.
- Housing was a discussion, but there wasn't any action suggested by the group.

2020 Budget Development Process:

Staff has been working on the 2020 budget process and the next steps are below:

- Finance staff will balance the budget the week of August 26 – 30.
- September 11 and 12 are budget workshops with the BOT.
- October 15 is when staff will present the proposed 2020 budget.

Hiring Update:

Public Works - We have hired two employees in public works: fleet and streets. We are close on hiring a second water operator, which is a new position this year. We aren't having much luck on filling the part-time janitor position, so we might need to rethink our approach.

Community Development – The Planner II/III position is opened until filled.

Marketing & Events – The position was reposted, and we are starting the process again. It's opened until filled.

Marketing & Events

As we are still transitioning management in this area, I will provide updates for the board and public in the interim:

- The next MEAC meeting is scheduled for September 5. Brian Hall and I will facilitate this meeting since the last meeting was in June. We will give the group an update on how things are going and upcoming items.
- Administration will facilitate the community and MEAC requests this fall. We will put a call out for grant applications in September and begin the process for review with the budget.

Brian Hall provides me with updates each week on what he is working. Once we hire permanently, the BOT will receive comprehensive reporting that was provided in the past. Below are few high-level updates:

- We are preparing for Mountain Rats, Walk to End Alzheimer's, State High School Mountain Bike Championships, Revolve Spin Class Event, Friends of Eagle Concert, and wrapping up Our Community Table reports.
- We are collecting wrap up reports from all the events that were produced over the last 3 months. We will share this with MEAC in September.
- Brian is in the process of ensuring that sponsors have paid and is collecting payment from those who haven't.
- We continue to update the events calendar, Eagle Outside, and variable message board sign.

Economic Development and Planning

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

- NV5 is in the process of closing out the first phase of the River Park and town will sign off on the substantial completion form next week.
- The flow rates of the river are around 300 CFS and S2o is scheduled to conduct the velocity measurements required per our permit on August 28 and 29.
- The US Army Corps of Engineers staff is conducting a site visit in September to review the velocity reports and site improvements.
- The next executive committee meeting is August 30 at 8:00 AM.

Broadband – There are several updates on broadband in Eagle:

Comcast:

- Staff and special counsel met with Comcast on August 21 and reviewed 1/4 of the Franchise Agreement. Since we are fast tracking the review of this document, several meetings have been scheduled to make changes to the document over the phone/in-person instead of sending several versions over email. The next meeting is scheduled for August 26.

THOR:

- We received confirmation from CDOT that town can splice of their fiber on I70 and we will be able to use their conduit along Eby Creek Road. This partnership will require a contract with CDOT.
- The plan is to access the CDOT fiber splice point adjacent to the pedestrian bridge, install conduit and fiber from the access manhole to the north most Eby Creek Road handhole and pull a 96-count fiber bundle through the existing CDOT conduit to Highway 6.
- This fiber path will bring Project THOR to Town Hall and will allow the Town of Eagle to jumpstart the fiber backbone to deploy services. We will lease 12 strands of this fiber from CDOT for Project THOR (8 strands for Project THOR and 4 strands for town to use for deployment).
- Staff will begin the work of clearing out files to make space for the meeting me center next week. We received quotes from Laserfich to help us with the project and it's too expensive to do it this year, and we will need to budget it for 2020.

Feasibility Study:

- Staff is still waiting for DOLA to give us the green light on the contract approval. The contract is included in your packet, just incase we learn that we can move forward on Monday or Tuesday. If DOLA doesn't let us know by Tuesday night, staff will request that the contract be moved to September 10.

Art Wall & Mural - The committee received a draft of the call for artists to review and finalize. Once the call for entry is published, the proposed key dates are below:

- Open Call for Artist Applications Deadline: Thursday, September 19, 2019 at 11:59pm
- Finalists Notified of Award to Submit Design Proposal: Week of September 30, 2019
- Finalists Design Concepts Due: Week of October 28, 2019
- Interviews with Art Selection Committee: Week of November 4 or November 11, 2019
- Selected Artist(s) Notified of Award: Week of November 18, 2019
- Town Board Review and Notice to Proceed: January 2020
- Installation Deadline: Summer 2020

Pool & Ice Rink Recreation Campus Master Plan – Mountain Recreation gave a presentation to their board on the results of the outreach effort of the planning process and data collection. The presentation and summary are attached to this report. The consultants are working on the draft plan which will be available early September.

Economic Vitality Committee - The Town of Eagle is working with NWCCOG, VVP, SBDC and the Eagle Chamber, in conjunction with private industry hosts, to host “The State of Outdoor Recreation Industry” meeting in October. The plan is to bring industry professionals from around the state to Eagle to discuss Outdoor Recreation business and manufacturing on the West Slope and provide connections to resources to assist businesses of all sizes in this industry and to recognize the West Slope and Eagle as an attractive place to do business.

Downtown Broadway - Downtown Broadway has continued to make strong headway in organizing and revitalization efforts. The Downtown Business Alliance (DBA) is the name of the 501c3 filed on behalf of the Downtown Business and Property owners. The EVC and the Eagle Chamber have helped provide leadership and connection for this group.

The Downtown Business Alliance has identified three subcommittees where interested participants can engage in helping the organization and Downtown as a whole:

- Organization Documents and Policy
- Street Activity and Programming
- Fundraising

The organization will have monthly leadership meetings the first Wednesday of the month at 6pm at Yeti’s Grind. District-wide meetings will be held every 3-4 months to connect all stakeholders.

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

- August 26 – Comcast Franchise Agreement meeting
- August 27 – EVC meeting
- August 28 – Holy Cross Franchise Agreement meeting

- August 28 – Mammoth/Visionary/Bonfire THOR site visit
- August 28 – Downtown Assessment planning call
- August 29 – Project THOR steering committee meeting
- August 30 – River Park EC meeting
- August 30 – Home Rule Charter team meeting
- September 4 – Comcast Franchise Agreement and Counsel in-person meeting

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

- September 7 – Eagle River Clean Up at the River Park – Invitation with details to come.

Sincerely,



Brandy Reitter
Town Manager

HAYMAKER TRAILHEAD AREA

MOUNTAIN RECREATION POOL & ICE RINK - SURVEY RESULTS

OVERALL RESPONSES: 684

TOP 6 MOST REQUESTED PRIORITIES FOR IMPROVEMENT

#1
BIKE TRAILS &
AMENITIES



#2
PARK
RESTROOMS



#3
POOL
IMPROVEMENTS



#4
SHADE SHELTER
GATHERING



#5
FITNESS
CENTER



#6
ICE RINK
IMPROVEMENTS



SURVEY

554

WHAT DO YOU CURRENTLY USE?

- 1. BIKE TRAILS & AMENITIES
- 2. OUTDOOR POOL
- 3. ICE RINK
- 4. BMX

TOP 4 MOST REQUESTED IMPROVEMENTS

- 1. BIKE TRAILS & AMENITIES
- 2. PARK RESTROOMS
- 3. SHADE SHELTER GATHERING
- 4. ICE RINK IMPROVEMENTS

OPEN HOUSE

130

WHAT DO YOU CURRENTLY USE?

- 1. BIKE TRAILS & AMENITIES
- 2. OUTDOOR POOL
- 3. ICE RINK
- 4. BMX

TOP 4 MOST REQUESTED IMPROVEMENTS

- 1. POOL IMPROVEMENTS
- 2. GYMNASIUM
- 3. FITNESS CENTER
- 4. SHADE SHELTER GATHERING

50 RESPONSES

RESULTS REPRESENT WEIGHTED DATA FROM TOP 4 PRIORITIES OF THE SURVEY & OPEN HOUSE RESPONSES

ALL SURVEYS WERE PROVIDED IN BOTH ENGLISH & SPANISH LANGUAGES

08/07/2019

NORRIS DESIGN

HAYMAKER TRAILHEAD AREA

RECREATION IMPROVEMENTS SURVEY RESULTS



HAYMAKER TRAILHEAD AREA

COMMUNITY SURVEY RESULTS – THINGS TO KNOW



- A. 554 respondents
- B. Survey link available through July 29
- C. 74.6% of respondents live in zip code 81631
- D. Most respondents were year-round residents (85.3%)
- E. Most respondents were 25-44 years old (48.4%).

ONE SURVEY – TWO LANGUAGES

Rather than offering two separate links to segregated surveys, this survey included BOTH English and Spanish language in one.

DEMOGRAPHICS

While the majority of respondents live in Eagle, we wanted to know if our reach into the community went beyond those who already use the space.

Responses:

I'm a regular!	56.6%
Familiar	28.9%
Somewhat	8.7%
I know a little	5.1%
Not at all	.7%

SURVEY RESULTS

Q7 – Respondent Information

Households reported having elementary age children most often.



81631 Only

**All
Respondents**

Parent or caretaker of children

78.2%

76.1%



KEEP THIS IN MIND

An online survey with an open link will not produce statistically valid data. This survey is not an exception to the rule.

Responses to this question indicate that results are not necessarily representative of the population as a whole.

SURVEY RESULTS

Q10 – Importance of Facilities Utilized by Households



CURRENT USE

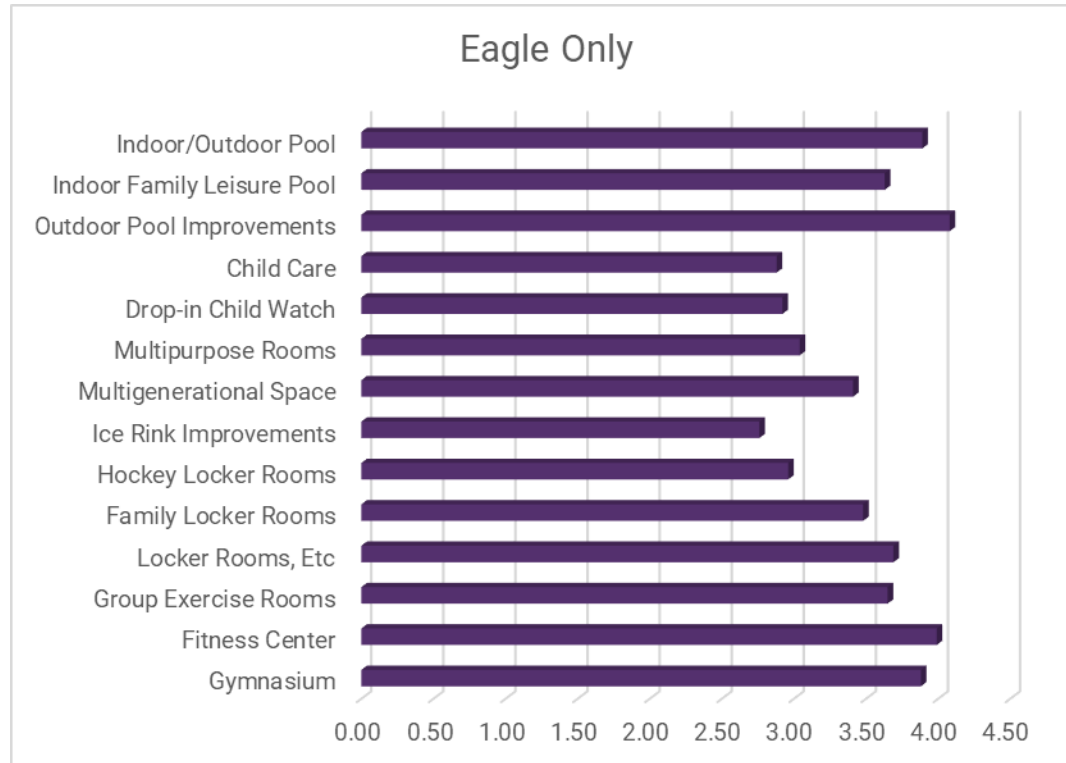
Current use reported in the survey shows the mountain biking and hiking trails to be of greatest importance to respondents.

For those in the 81631 zip code, the weighted averages each rise slightly, but remain ranked with trails as the top priority and followed by the pool and rink.

	Not at all Important	Somewhat Unimportant	Neutral	Somewhat Important	Very Important	Weighted Average
Tennis	32.7%	13.6%	26.7%	18.1%	9%	2.57
BMX	11.8%	9.4%	18.3%	28.4%	32.2%	3.60
RC Car Track	52.2%	10.7%	24.8%	9.8%	2.6%	2.00
Trails	0.6%	2.2%	3.2%	13.3%	80.8%	4.71
Pool	5.4%	2.8%	9.1%	23.7%	59%	4.28
Ice Rink	9.3%	6.3%	17.9%	23.1%	43.3%	3.85

SURVEY RESULTS

Q11 – Facility Improvements Desired



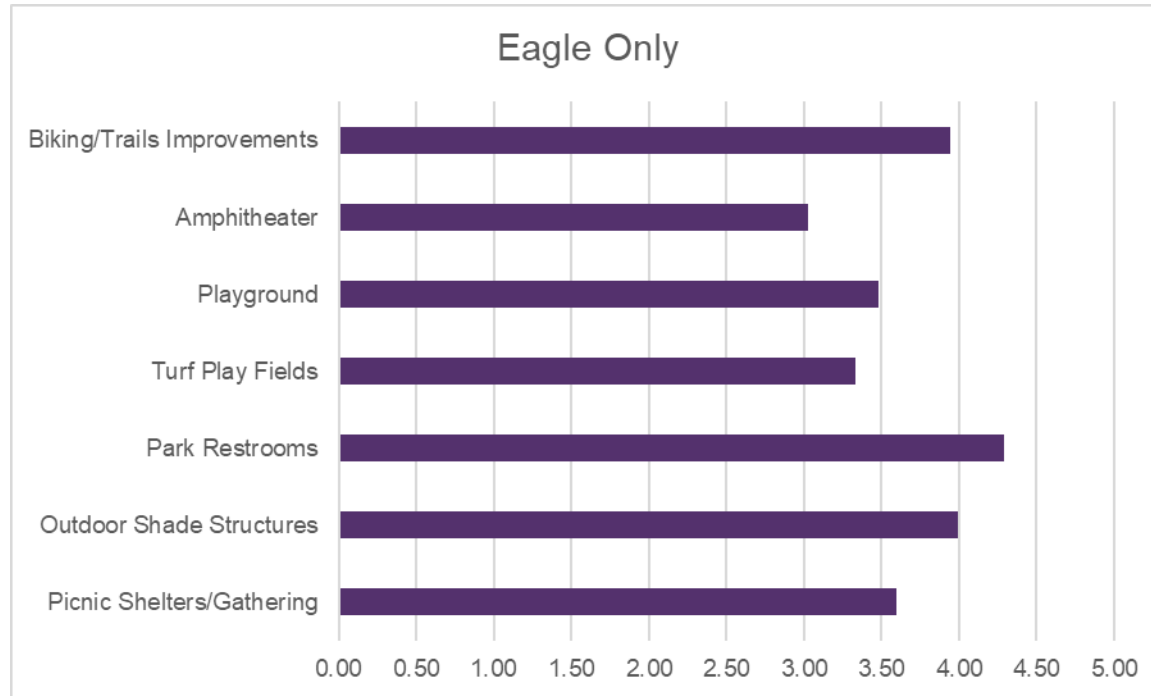
MOST DESIRED

From this survey question alone, respondents weighted outdoor pool improvements, a fitness center, and a gymnasium over other options offered.

“Other” responses suggested included lacrosse opportunities, lap swimming specifically, pickleball, and a plethora of outdoor suggestions.

SURVEY RESULTS

Q11 – Outdoor Park Improvements Desired



ENHANCING THE OUTDOORS

Respondents most heavily weighted rest rooms, shade, and biking trails improvements over other named options.

“Other” suggestions included specific biking suggestions, skate park, pickleball, and lacrosse opportunities.

OTHER INPUT

ICE CREAM SOCIALS AND FOCUS GROUPS

- Five separate focus groups sessions were held July 23
- Two Ice Cream Socials were conducted - Eagle Pool & Ice Rink and Eagle Villas
- Data collected on facilities currently used was similar to survey data
- Improvements desired were different:

SURVEY

1. Trails & Amenities
2. Park Rest Rooms
3. Shade Shelter
4. Ice Rink

SOCIALS

1. Pool Improvements
2. Gymnasium
3. Fitness Center
4. Shade Shelter



ANCILLARY FACILITIES

Data presented provides general direction as to the types of facilities desired by the community.

The consultants recognize that there will be additional support facilities or programming spaces not as highly ranked by the public but that should be considered in improvement plans.

SURVEY RESULTS

Q14 – Support for improvements



THINKING AHEAD

Although this question received an incredibly positive response, it is worth thinking back to the “how to fund it” question from the Edwards survey.

Partners, public and private, should be considered.

Any future ballot initiative should be tested prior to finalizing any plans to request support from voters.



YES!

97.6% - Eagle
97.8% - All

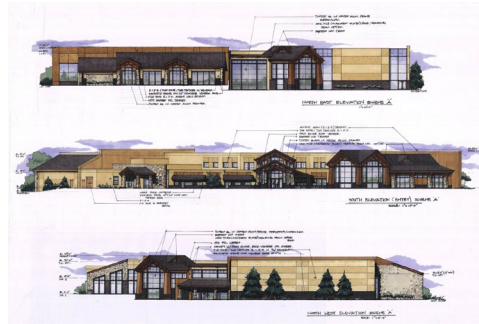


NO!

2.4% - Eagle
2.2% - All

NEXT STEPS

June/July– Community Input Phase



AUGUST

Planning Phase -
Programming Plan
Design Charette
Cost estimation

SEPTEMBER

Development of
Optional Concept
Plans

NOVEMBER

Final Report
Compilation

THANK YOU



Gypsum Recreation Center

52 Lundgren Blvd
Gypsum, CO 81637
(970) 777-8888

Eagle Pool & Ice Rink

1700 Bull Pasture Road
Eagle, CO 81631
(970) 328-5277

Edwards Field House

450 Miller Ranch Rd
Edwards, CO 81632
(970) 766-5555

MountainRec.org



ACTIVE | HEALTHY | TOGETHER



TOWN OF EAGLE WEBSITE REFRESH 2019

EAGLE
colorado

Discover New Terrain

KEY CHANGES

- Improve organization
- Space for town projects and initiatives
- Spanish language accessibility
- News hub
- Refreshed, streamlined look



MAIN NAVIGATION

- How Do I...
 - Governance
 - Departments & Services
 - Community
 - Projects & Initiatives
-
- Quick Link Icons



MAIN NAVIGATION | How Do I...

How Do I...

Apply For

[Bid Opportunities](#)
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[Event Liquor Permit](#)
[Liquor License](#)
[Other Forms, Permits, Fees & Applications](#)

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[Town Fees](#)



MAIN NAVIGATION | Governance

Governance

Boards & Commissions

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[Marketing & Events Advisory Committee](#)
[Community Plan Update Committee](#)
Home Rule Charter Commission
[Land Use Code Committee](#)
[Boards & Commissions Application Form](#)
[Meeting Agendas and Minutes](#)

Town Board of Trustees

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[Municipal Calendar](#)
[Responsibilities](#)
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Plans

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[Eagle Area Community Plan](#)
[Eagle River Corridor Plan](#)
[Emergency Operations Plan](#)
[Strategic Plan](#)
[Long-Range Planning Projects](#)

Town Mission

"Maintain and enhance quality of life
for everyone in our community"



MAIN NAVIGATION | Departments & Services

Departments & Services

Government Departments

- Administration
- Building
- Town Clerk
- Finance
- Municipal Court
- Open Space
- Planning
- Police Department
- Public Works
- Special Events
- Town Attorney
- Town Utilities

Utilities

- Lower Basin Water Treatment Plant
- Water Services and Rates
- Sewer Services
- Utility Payment Options
- Trash and Recycling Services
- Drinking Water Quality Reports
- Ask a Question about Utilities

Town Information

- [Calendar](#)
- [Employment Opportunities](#)
- [Eagle Municipal Code](#)
- News and Updates *[NEW PAGE]*
- [Request for Proposals](#)
- [Staff Directory](#)
- [Town Fees](#)
- [What We Do](#)

[Evaluate Town Customer Service](#)



MAIN NAVIGATION | Community

Community

[Community Impact Award](#)

Events

[Municipal Calendar](#)
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New Residents/Relocating to Eagle

[Local Employee Residency Program](#)
[Senior Living in Eagle](#)
[Facts & Information](#)
[New Resident Welcome Packet](#)
[New Business Welcome Packet](#)

Related Pages

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[Eagle County](#)
[Eagle County Historical Society](#)
[Eagle County Paramedic Services](#)
[Eagle County School District](#)
[Eagle County Sheriff](#)
[Eagle Town Parks](#)
[Eagle Valley Library District](#)
[Economic Development](#)
[Electric Vehicle Charging Stations](#)
[Energy Smart Colorado](#)
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[Mountain Recreation](#)
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Visiting Eagle

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[Activities](#)
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[Dining](#)
[Getting Here](#)
[Airport Information \(EGE\)](#)



MAIN NAVIGATION | Projects & Initiatives

Projects & Initiatives

[Active Land Use Applications](#)
[Comprehensive Plan and Land Use](#)
[Economic Development](#)

[Eagle River Park](#)
[Home Rule Governance](#)

[Lower Basin Water Treatment Plant](#)
[Mountain Recreation Planning](#)
[Strategic Plan](#)





Utilities & Online Payments



Agendas & Minutes



Permits & Forms



Town Code



Jobs



Eagle Outside & Events

EAGLE NEWS

Stay up to date on the latest town updates



Capitol Street Paving

Capitol Street will have minor road closures during paving and crosswalk repair from July 31 - mid-August.

[READ ON...](#)



Citizen's Broadband Committee

Be a part of the strategy sessions informing our future infrastructure.

[READ ON...](#)



Notice of Election and Call for Candidates

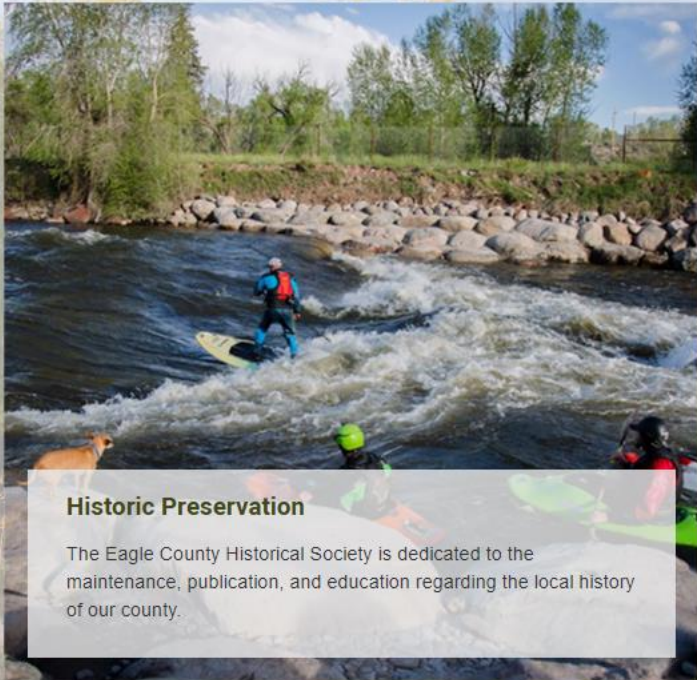
Notice of Election and Call for Charter Commission Candidates

[READ ON...](#)

VIEW ALL NEWS

COMMUNITY HIGHLIGHTS

TOWN OF EAGLE PROJECTS & INITIATIVES



Historic Preservation

The Eagle County Historical Society is dedicated to the maintenance, publication, and education regarding the local history of our county.



Employment Opportunities

Come work with us and learn about the benefits offered by the Town of Eagle for its employees including 401K, Medical, Dental, and more.

SU	M	TU	W	TH	F	SA
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

TUE, AUG 27
EAGLE TOWN BOARD MEETING

TUE, SEP 24
EAGLE TOWN BOARD MEETING

[VIEW ALL DATES](#)



**Town Board of Trustees
Tuesday, August 13, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

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

Times listed are approximate and are subject to change.

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

TRUSTEES PRESENT

Anne McKibbin, Kevin Brubeck, Andy Jessen, Mikel,
Kerst, Paul Witt

TRUSTEES ABSENT

Matt Solomon and Scott Turnipseed

STAFF

Brandy Reitter, Town Manager
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
April Kroner, Town Planner/Comm Dev Director
Kelly Huitt, Finance
McGinnis, Public Works Director
Joey Staufer, Police Chief
Deron Dircksen, Utility Manager

ADOPTION OF AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Michael Dunlevie, 2 Ringneck. Informed the board that the fire hydrants in the Terrace were painted red and are no longer blue and red. The color different was explained to him by the fire department to indicate the size of hose and water pressure available at a hydrant. Requested the fire hydrants be repainted to match the pressure flow to ensure they can be used appropriately in the event of a fire.

George Roberts, 100 Double R Drive. Spoke regarding 825 Chambers Ave and the requirements of the Town for water and sewer services at this location. The Board was asked to consider variance for requirements of separate services or amendment to the code to allow for one service to be allowed at this location. Bryon McGinnis provided information regarding the property and the subdivision of the property that created the utility service requirement.

Mayor McKibbin stated the board would not consider a variance at this time and directed the owners to work with staff and that staff would make determination on whether to bring code amendment to the Board for consideration.

PRESENTATIONS

1. Walking Mountains Science Center - Climate Action Update, Kim Schlaepfer Climate Action Collaborative Project

Manager

Kim Schlaepfer was present for this item. Kim provided a review of the annual report for the Climate Action Collaborative.

2. Mandy Ivanov, Eagle County Health Promotion Coordinator - Youth Tobacco Use
Mandy Ivanov and Jeff Shroll from Eagle County were joined by Riley Dudley and Lily Reynolds both Seniors at Eagle Valley High School who presented this item.

CONSENT AGENDA

1. Minutes - July 23, 2019
2. Bill Pay - July 2019
3. Resolution 37-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Plat for Eagle Landing at Brush Creek Townhomes Phase 2

MOTION: Trustee Andy Jessen motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update
Brandy provided her manager update.
2. Department Update
 - a. Sales Tax Second Quarter
3. Lower Basin Water Treatment Plant Project Report

PUBLIC HEARINGS - LIQUOR LICENSE AUTHORITY - QUASI JUDICIAL HEARING

MOTION: Trustee Anne McKibbin motioned to adjourn the regular meeting and enter into the Liquor License Authority. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

1. Pickups Pizza LLC Request for Modification of Premises
Jenny Rakow provided a summary of the application and recommendation of approval. The applicant had a representative in the audience available for questions.

Mayor McKibbin opened this item for public comment. There was no public comment.

MOTION: Trustee Paul Witt motioned to Approve the Findings and Order Approving Modification of Premises

for Pickups Pizza LLC. Motion was seconded and Passed with a vote of 4 in favor, 0 opposed and 1 abstain.

MOTION: Trustee Anne McKibbin motioned to adjourn as the Liquor License Authority and resume the regular meeting. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

OLD BUSINESS

1. Tobacco Tax and Age Limit Proposal

Mayor McKibbin requested to reconsider the age limit.

Board Discussion: Concern for being only entity that does not raise the age and presentation that highlighted users of vaping are younger and younger. Expressed that people should also be allowed to make their own decisions. With regional issues the County has more staff and time to spend on these issues and can make informed decisions on it would like to trust their judgement on regional issues. Believed that there was a compelling argument made by Eagle County tonight. Continuing concern that people who are poor are being taxed and the government should not dictate what you can do if you are not hurting the community. If 18 is an adult people are allowed to make adult decisions. Agreed this an important issue to solve, however, the government role should not be to dictate someone's personal habits. Concern that the Town may undermine the county's efforts by not joining them and other municipalities.

Questions to staff regarding licensing . Jenny Rakow stated creating the license process did not present an issue. Brandy Reitter stated that she did not foresee enforcement being an issue either.

Board Comments: as for the age limit, members stated they would rather wait for full board to make that decision. Ballot language will be prepared for next meeting and an Ordinance for consideration to increase age to 21. The Ballot and tax will align with the County. Brandy will prepare the tabor limitations for the first year of tax collection. Discussion on dedicating the tax to specific funds or purposes. Brandy suggested a Resolution could be adopted to be flexible with the fund to ensure we can allocate future taxes to go where it is needed, with the intent to cover enforcement and provide for prevention and mitigation of tobacco use. Staff will prepare a draft licensing policy and process.

NEW BUSINESS

1. Resolution 36-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Service Agreement For Electrical Inspections Between The Town Of Gypsum And The Town Of Eagle

MOTION: Trustee Paul Witt motioned to Approve Resolution 36-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Service Agreement For Electrical Inspections Between The Town Of Gypsum And The Town Of Eagle. Motion was seconded and Passed with a vote of 5 in favor (Jessen, Brubeck, Kerst, McKibbin and Witt) and 0 opposed. *(Roll call vote was taken)*.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

Requested staff provide an update on the issue that brought up tonight regarding services like the 825 Chambers with reasoning for the town's code.

Requested that the town find a way to promote our products and services and increase communication.

1. Joint Worksession Proposed Agenda for August 20, 2019
2. NWCCOG Update, Mayor McKibbin

8:00 PM - ADJOURN

Approved Date:

Anne McKibbin, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: August 27, 2019

Agenda Item: Resolution 35-2019, A Resolution of the Board of Trustees of the Town of Eagle, Colorado Amending the Fee Schedule Concerning Public Safety Impact Fees

REQUEST:

Staff requests that the Board of Trustees amend the fee schedule to include the public safety impact fee.

BACKGROUND:

Ordinance 10-2019 approved the creation of the Public Safety Impact Fee on May 14th, 2019. Resolution 35-2019 adds this fee to the 2019 fee schedule. Since the fee was adopted by ordinance, it is effective. Staff wants to include the fee in the schedule, so that all fees are in one place for consistency and ease of use by the public.

ANALYSIS:

The resolution comes after the required 30 day waiting period from the passage of the original Ordinance. Adopting this fee will amend the fee schedule as follows:

- Impact fee per dwelling unit for residential land use - \$1,319
- Impact fee for commercial land use - \$0.31 per square foot

BUDGET/STAFF IMPACT:

There are no impacts.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

While this proposal doesn't align with a specific strategic objective, it is consistent with the following business values:

Reliable and Cost-Effective Services: Part of making it easier to do business with the town, is to provide information in one place. The town has made progress to ensure that the fee schedule is accurate and up-to-date. By continuing this standard, the public doesn't have to dig through codes to find applicable information on fees.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Resolution No. 35, Series 2019, "A Resolution of the Board of Trustees of the Town of Eagle, Colorado Amending the Fee Schedule Concerning Public Safety Impact Fees".

ATTACHMENTS:

- Resolution 35-2019 Amending the Fee Schedule Concerning Public Safety Impact Fees

RESOLUTION NO. 35
(Series of 2019)

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO AMENDING THE FEE SCHEDULE CONCERNING PUBLIC SAFETY
IMPACT FEES.**

WHEREAS, Section 2.08.200 of the Eagle Municipal Code provides that fees and costs shall be set by the Board of Trustees by Resolution from time to time; and

WHEREAS, the Town is authorized by C.R.S. § 29-20-104.5 to assess impact fees;

WHEREAS, the public safety impact fee was established and adopted by Ordinance 10, Series 2019 and was based on the findings and calculations in the Impact Fee Study, and does not exceed costs greater than necessary to defray the projected impacts on capital facilities caused by proposed development; and

WHEREAS, the Board of Trustees desires to amend certain fees and to adopt the same.

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

Section 1. That the Fee Schedule as contained in Resolution No. 03, Series of 2018, concerning Public Safety Impact Fees, be amended to read as follows:

Fee Type	Fee Title	Town of Eagle Fees
PUBLIC SAFETY IMPACT FEE	Impact fee per dwelling unit for residential land use	\$1319.00
PUBLIC SAFETY IMPACT FEE	Impact fee for commercial land use	\$.31 per square foot

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on August 13, 2019.

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: August 27, 2019

Agenda Item: Resolution 37-2019 A Resolution Approving a Professional Services Agreement Between the Town of Eagle and Carlson Edwards & O'Connor Attorneys at Law, P.C. for Municipal Court Prosecution Services

REQUEST: Request for Approval of Resolution 37-2019 A Resolution Approving a Professional Services Agreement between the Town of Eagle and Carlson Edwards & O'Connor Attorneys at Law, P.C. For Municipal Court Prosecution Services.

BACKGROUND: The agreement for municipal court prosecution services was originally executed on August 14, 2019 with the law firm name of Carlson & Carlson. The name has since changed to Carlson, Edwards & O'Connor Attorneys at Law P.C. This is the only change to the agreement.

ANALYSIS: Staff and Carlson, Edwards & O'Connor has reviewed the agreement and agree to the changes.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: Only impact was staff creating a new agreement. The Finance Department will need a new agreement in place to pay for contract services.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The strategic plan does not reference municipal court prosecution services. This is a housekeeping request.

RECOMMENDED ACTION OR PROPOSED MOTION: Staff recommends a MOTION TO APPROVE: Resolution 37-2019 A Resolution Approving A Professional Services Agreement Between The Town Of Eagle And Carlson Edwards & O'Connor Attorneys at Law, P.C. For Municipal Court Prosecution Services.

ATTACHMENTS:

1. 37 Carlson Edwards OConnor Agreement Reso
2. Carlson Professional Services Agreement Final Updated 2019

RESOLUTION NO. 37
(Series 2019)

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TOWN OF EAGLE AND CARLSON, EDWARDS & O'CONNOR ATTORNEYS AT
LAW, P.C. FOR MUNICIPAL COURT PROSECUTION SERVICES**

WHEREAS, the Board of Trustees approved a Professional Services Agreement for Municipal Court Prosecution for Carlson & Carlson on August 14, 2019;

WHEREAS, the firm name for Carlson & Carlson, P.C. has changed to Carlson, Edwards & O'Connor Attorneys at Law, P.C.;

WHEREAS, the parties wish to amend the agreement to reflect this name change;

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

The Board approves a Professional Services Agreement for Municipal Court Prosecution attached as Exhibit A.

RESOLVED, APPROVED AND ADOPTED this 27th day of August 2019.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Anne McKibbin

ATTEST:

Town Clerk, Jenny Rakow

AMENDED PROFESSIONAL SERVICES AGREEMENT MUNICIPAL COURT PROSECUTION

This Amended Agreement is made and entered into this 27 day of August, 2019, by and between the TOWN OF EAGLE (the "Town"), whose address is 200 Broadway, PO Box 609, Eagle CO 81631, and CARLSON EDWARDS & O'CONNOR, ATTORNEYS AT LAW, P.C. ("CEO"), whose address is 975 N. Ten Mile Drive, Ste. E15, P.O. Box 1829, Frisco, CO 80443, collectively referred to herein as the "Parties."

I. Recitals

A. CEO is a qualified professional law firm having the capability and experience to provide the services of municipal court prosecution required by this Agreement.

B. CEO has furnished or will furnish its federal employer ID number to the Town for tax reporting purposes.

C. The Town desires to engage CEO to perform the services described in this Agreement.

II. Scope of Services: Personnel

A. Services. CEO will provide all required services as the Town's municipal court prosecutor (the "Services") including, but not limited to, the following:

- Attend all sessions of the Eagle Municipal Court and prosecute all cases written into that Court, including plea negotiations, motions and trials.
- Respond to communications from defendants and their counsel; provided, however, CEO may make such arrangements and restrictions as necessary to schedule such communications at a time when they may be economically handled.
- Communicate as needed or required with the Town (Court) Clerk, Town Judge, Town Police Officers and Senior Staff, Town Manager and Town Attorney.
- Make such oral or written reports to the Town Board and Town Attorney as required or appropriate.
- Provide a monthly invoice for Services.
- Make recommendations for changes in policies, procedures and ordinances.
- Assigned Personnel: Courtney R. Edwards; Steven C. O'Connor; Ronald W. Carlson

III. Independent Contractor

A. CEO shall perform said Services in its own way in the pursuit of its independent calling and not as an employee of the Town and shall be solely responsible for the means and methods and the proper performance of the Services in compliance with the terms, requirements,

and specifications of this Agreement. CEO and any persons employed or retained by CEO for the performance of the Services hereunder shall be independent and not employees or agents of the Town.

The Parties understand that CEO is not entitled to worker's compensation benefits or unemployment compensation benefits from the Town and is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement.

B. CEO shall have the right to employ or retain such assistance as may be required for the performance of the Services under this Agreement. CEO shall be solely responsible for the compensation, insurance, taxes, withholding, and all clerical detail pertaining to such assistance.

C. CEO's services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Denver metropolitan area.

IV. Compensation

CEO shall be compensated at a flat rate of \$1,500.00 per month for all time spent performing the Services based on the Municipal Court holding two Court sessions per month. There shall be no separate charge for travel time to Eagle, which is included in this rate. Should the Town modify the Municipal Court schedule and hold only one court session per month, compensation shall be at a flat rate of \$900.00 per month. The flat rate includes attendance at the regularly scheduled court sessions, and, if the Municipal Court Judge orders a trial, hearing or other setting on a date other than the regular court session dates, CEO will attend that session (if needed) for no additional compensation. Attendance at a fourth or further court session in any single calendar month where there are two regularly scheduled court dates or attendance at a third or further court session in any single calendar month where there is one regularly scheduled court date shall be billed to the Town at the following rates:

- Courtney R. Edwards, primary contact: \$205 per hour
- Steven O'Connor, back-up contact: \$185 per hour
- Ronald W. Carlson, second back up contact: \$250 per hour

In no event shall there be any charge for travel time.

V. Term and Termination

A. The term of this Agreement shall commence upon execution hereof by the Parties and is indefinite, or as earlier terminated pursuant to this Section.

B. Either Party may terminate this Agreement upon sixty (60) calendar days' notice for any reason or no reason. Upon termination, CEO shall be paid for services performed through the effective date of termination.

VI. Insurance

- A. For the duration of this Agreement, CEO shall procure and maintain at its own cost, professional liability insurance coverage appropriate to CEO's Services for the Town.
- B. Certificates of insurance shall be supplied to the Town by CEO upon request.
- C. The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

VII. General Provisions

- A. CEO shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin, and shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local law or regulation.
- B. This Agreement and any rights or obligations hereunder shall not be assigned by either Party without the express written consent of the other Party.
- C. The Town's obligation to pay any sum of money under this Agreement is subject to the appropriation of sufficient funds by the Town. This Agreement shall not be deemed a pledge of the credit of the Town or a payment guarantee by the Town to CEO. Nothing in this Agreement shall be construed to create a multiple fiscal year direct or indirect municipal debt or municipal financial obligation.
- D. Notices: Any notice required or permitted under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Town: Town Manager
Town of Eagle
200 Broadway
PO Box 609
Eagle, CO 81631

Prosecutor Courtney Edwards
Carlson Edwards & O'Connor, Attorneys at Law, P.C.
PO Box 1829
Frisco, CO 80443

Notices personally served shall be deemed served on the date of delivery. Notice mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado, otherwise in the date which is two business days following the date of mailing.

E. Prohibition against Employing Illegal Aliens. CEO shall not knowingly employ or contract with an illegal alien to perform the Services under this Agreement. CEO shall not enter into a contract with a subcontractor that fails to certify to CEO that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the Services under this Agreement. CEO will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5- 101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform the Services under the public contract for services. CEO is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed. CEO shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

F. Entire Agreement; Amendments. This Agreement contains all agreements, understandings, and arrangements between the Parties, and no other such agreements, understandings, and arrangements exist. This Agreement may be amended only by the mutual written agreement of the Parties. This Agreement may be amended only by the mutual written agreement of the Parties.

G. Conflict of Interest. During the term of this Agreement, CEO shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with CEO fully performing its obligations under this Agreement. Additionally, CEO acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the Town. Thus, CEO agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with CEO fully performing its obligations to the Town under the terms of this Agreement, without the prior written approval of the Town. In the event that CEO is uncertain whether the appearance of a conflict of interest may reasonably exist, CEO shall submit to the Town a full disclosure statement setting forth the relevant details for the Town's consideration and direction.

H. Applicable Law. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any action to enforce or otherwise interpret this Agreement shall be proper and exclusive in the District Court for Eagle County, Colorado. In any litigation arising under this Agreement, the prevailing Party shall be entitled to its reasonable attorney fees and court costs.

IN WITNESS THEREOF, this Agreement is executed by the Town, and by CEO, acting by and through the undersigned, each of whom represents he or she is properly authorized to bind the Parties hereto, as of the day and year first set forth above.

TOWN OF EAGLE

By: _____

**CARLSON EDWARDS & O'CONNOR
ATTORNEYS AT LAW, P.C.**

By: _____



To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: August 27, 2019

Agenda Item: Medical Marijuana License Renewal: Sweet Leaf Pioneer LLC Medical Marijuana Cultivation/Optional Premises License at 0245 Marmot Lane #5 and Medical Marijuana Center License for 825 "A" Chambers Ave.

REQUEST: Sweet Leaf Pioneer LLC has requested approval of their local renewal applications for Medical Marijuana Center License located at 825 "A" Chambers Avenue and Medical Marijuana Optional Premises/Cultivation located 0245 Marmot Lane Unit 5.

BACKGROUND: Sweet Leaf has submitted their annual renewals for their Medical Licenses that are dually approved locally and by the State. This was a timely renewal already mailed to the state and all application and all fees have been paid. The Town Clerk has reviewed the renewal application and finds documents are in order.

ANALYSIS: With dual licensing, the local review includes confirming the State application has been submitted, which was done on August 13, 2019. Town staff has reviewed the application and has determined that it is sufficient for the licensing operations applied for.

The Renewal application for 0245 Marmot Lane is the Medical Cultivation (Grow) and is authorized by Special Use Permit SU10-08 for Medical Marijuana Satellite Cultivation Facility and SU14-14 for Medical Infused Products Manufacturing.

The Renewal application for 825 Chambers "A" is replacing the 1286 Chambers avenue location which was authorized by a Report of Changes filed with the State of Colorado on February 4, 2019 and authorized by Town of Eagle Special Use Permit 18-09 to Relocate Retail and Medical Stores to that location.

Of note: the retail licenses for Sweet Leaf are renewed in April.

COMMUNITY INPUT: Pursuant to EMC 5.15.150 D this renewal does not require a public hearing, as there were no issues raised by the applicant regarding changes to their license, there were no violations reported to finance staff for tax payments, no issues have been raised or reported to community development and planning staff regarding their Special Use Permit 18-09 and no issues have been reported by or raised by the Eagle Town Police Department after review.

BUDGET / STAFF IMPACT: Budget impact is for staff review by Administration, Police and Community Development. The revenue is \$500 per license type which has not changed since established in 2013.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Licensing is referenced in Major Objective No. 2. Enhance the Financial Health of the Town, which is accomplished by funding operational costs and providing service standards with the revenue we receive from licensing.

RECOMMENDED ACTION OR PROPOSED MOTION: Staff Recommends Approval of the Licenses for Sweet Leaf Pioneer LLC that include: Medical Marijuana Center License located at 825 "A" Chambers Avenue and Medical Marijuana Optional Premises/Cultivation located at 0245 Marmot Lane Unit 5. Consent Agenda approval will authorize issuance of both local licenses bearing the Mayor and Town Clerk signatures.

ATTACHMENTS:

1. 2019 LOCAL MEDICAL CULTIVATION APPLICATION
2. 2019 LOCAL MEDICAL CENTER APPLICATION
3. Sweet Leaf MM Center State Application redacted
4. Sweet Leaf Optional Premises State Application Redacted
5. Eagle MED License(s) - 08.31.18
6. 2018-2019 Town of Eagle - MMED License(s) - 09.24.18
7. LOCAL MEDICAL LICENSE OPTIONAL PREMISES 2018 2019
8. LOCAL MEDICAL LICENSE 2018-2019
9. Invoice_651_2019-09-07 (2)



**LOCAL LICENSE RENEWAL APPLICATION FOR
MARIJUANA ESTABLISHMENT AND/OR MEDICAL MARIJUANA BUSINESS**

BUSINESS AND TRADE NAME IN FULL

Sweet Leaf Pioneer LLC

TYPE OF OWNERSHIP:

☐ Corporation ☒ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship ☐ Franchise ☐ Non-Profit ☐ Other

APPLICANT NAME

David Manzanares

DATE OF BIRTH

3/14/71

MAILING ADDRESS

P.O. Box 2225 Eagle, CO 81631

PHONE

904-7277

MANAGER NAME

Cassidy Richards

DATE OF BIRTH

7/10/81

MANAGER ADDRESS

0113 Condor dr. Eagle, CO 81631

PHONE

401-4190

PROPERTY OWNER NAME

Doug & Suzi Bartlett

PHONE

328-5404

BUSINESS CONTACT EMAIL ADDRESS

Lavem@Sweetleafpioneer.com

TYPE OF STATE / LOCAL LICENSE(S) Choose all applying for

☐ RETAIL MARIJUANA STORE
RENEWAL FEE \$1500.00

☐ RETAIL MARIJUANA CULTIVATION
RENEWAL FEE \$1500.00

☐ RETAIL MARIJUANA PRODUCTS
MANUFACTURER

☐ DUALY LICENSED RETAIL AND MARIJUANA
PRODUCTS MANUFACTURER

☐ DUALY LICENSED MEDICAL
MARIJUANA CENTER AND RETAIL
MARIJUANA STORE

☐ DUALY LICENSED RETAIL AND MEDICAL
MARIJUANA CULTIVATION

☐ MEDICAL MARIJUANA PRODUCTS
MANUFACTURER

☐ MEDICAL MARIJUANA CENTER

☒ MEDICAL MARIJUANA CENTER CULTIVATION

STATE OF COLORADO LICENSE NO.

403-00912

EXPIRATION DATE

9/7/19

TOWN OF EAGLE LICENSE NO.

EXPIRATION DATE

9/7/2019

STATE OF COLORADO SALES TAX LICENSE NO.

27658268-0000

FEIN NO.

37-1695151

MEDICAL MARIJUANA FEES AND SUPPLEMENTAL INFORMATION

MEDICAL MARIJUANA RENEWAL FEE: \$500.00 PER LICENSE – CHECK OR CASH ONLY

TOTAL DUE: *500.00*

☐ TOWN OF EAGLE SPECIAL USE
PERMIT NO.

☐ LANDLORD AUTHORIZATION TO USE
PROPERTY FOR A MARIJUANA BUSINESS
ATTACHED

☐ PROOF OF OWNERSHIP IF NOT
LEASED ATTACHED

Applicant Signature

Printed Name

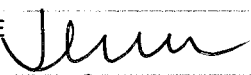
Date

Town Clerk

Date

The Local Licensing Authority shall approve, deny or conditionally approve a pending application within 45 days from the receipt of the application.

DEPARTMENT APPROVALS

EAGLE PD	SIGNATURE	DATE
PLANNING DEPARTMENT	SIGNATURE	DATE
SALES TAX	SIGNATURE 	DATE 8.22.19
BUSINESS LICENSE	SIGNATURE 	DATE 8.22.19

APPLICATION APPROVED ☐**APPLICATION DENIED ☐**

LOCAL LICENSING AUTHORITY

MEETING DATE

SIGNATURE

ATTEST

TOWN OF EAGLE MEDICAL MARIJUANA FEES

- | | |
|---|--|
| 1. New license application fee (1 st submittal) | \$1,000.00 |
| 2. New license application fee (for associated facilities or licenses.) | \$500.00 |
| 3. Fingerprint based criminal background check fee, per person checked | Actual Cost
Currently \$38.50 |
| 4. License Fee | \$2,000.00 |
| 5. Renewal application fee | \$500.00 |
| 6. Late Renewal Application fee | Additional \$500.00 |
| 7. Change of Business Manager | \$150.00
(plus actual fingerprint based background check fees) |
| 8. Transfer of location | \$1,000.00 |
| 9. Modification of premises and/or other activities for which a fee is permitted, but for which a fixed amount is not set in this Chapter | Up to \$250.00 |
| 10. Change of corporate structure or change of a Principal | \$150.00 per person
(plus actual fingerprint based background check fees) |
| 11. Change in financial interests | \$100.00 minimum, or actual cost if more than \$100.00 |

TOWN OF EAGLE RETAIL MARIJUANA FEES

- | | |
|--|-----------|
| 1. Retail Business Occupation Tax (Annual) per license | \$1500.00 |
|--|-----------|

The Agreement entered into on September 8, 2019.

Tenancy for one year for the premises described as 0245 Marmot Lane unit #5.

Rent is \$2,250 per month. Adjustments may be made to the monthly rent due to (specifically but not limited to) increases in insurance and /or property taxes.

Form of payment will be: cash, check or money order on or before the 15th of each month.

Checks or money orders should be made out to Susan Bartlett.

Payment may be made in person or by mail. Mail to: PO Box 98, Eagle CO 81631

Returned checks to the landlord by the bank will add 35.00 to the amount due plus late fees.

Late fee is 10 dollars per day after 5 days.

Space is to be occupied for the purpose of a legal enterprise.

Parking is available in front of unit and one space as available in complex parking area.

Landlord has obtained insurance to cover fire damage to the building itself and liability to insurance to cover certain personal injuries occurring as a result of property defects or Landlords negligence. Landlords insurance does not cover Tenant possessions or Tennant negligence.

Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the premises. Also tenant will abide by all rules set forth by the Bedrock Commercial Industrial Unit Owners Association.

Tenant shall keep and maintain the indoor area of the premises in a clean and sanitary condition at all times, and up on the termination of the tenancy shall surrender the premises to the Lessor in as good condition as when received .

Tennant will bear the cost of improvements to the premises. Any changes or improvements made by the tenant will not compromise the integrity of the premise either structurally or aesthetically. Landlord is responsible for the upkeep of the outside of the premises unless damage is caused by the tenant., especially (but not limited to) in regard to the overhead garage door.

Tenant shall be responsible for 100% of the Electric, Gas, Phone, Cable, High speed Internet, Satellite Television, Security System. Landlord is responsible for 100% of the CAM fee's which includes water, trash and minimal snow plowing.

The Landlord may terminate this lease for a any one of the following or any other cause permitted by law.

- A. 15 days arrears of rent
- B. The bankruptcy or insolvency of the Tenant
- C. substantial damage to or destruction of the Premises
- D. any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant.
- E. a material change in the use of the Premises that affects the Landlords building insurance.
- F. unauthorized subletting

If the Tenant is in breach of the Agreement and the Landlord finds it necessary to enforce this Agreement, or collect rental or other damages, through an attorney or in a legal action, the Landlord shall be indemnified by the Tenant for any reasonable attorneys' fees and out of pocket costs which in any way relate to or were precipitated by, the breach of this agreement by the Tenant.

At the expiration of the Agreement, the Tenant shall immediately surrender the Premises in the same condition as at the start of the Agreement, reasonable use and wear and damages by the elements excepted.

The end date of this agreement is 9/7/2020 with the option to renew on a one or two year lease.

Landlords:


Douglas and/or Susan Bartlett, PO Box 98 Eagle CO 81631, 970 328-5404 ph 970 390-1426 cell, email
suzieb17@yahoo.com

Tenant:


Sweet Leaf Pioneer LLC
David Manzanara, PO Box 2225 Eagle CO 81631,

August 7, 2019

Town Of Eagle
PO Box 609
Eagle, CO 81631

To Whom It May Concern,

We have leased 0245 Marmot Lane #5 to Sweet Leaf Pioneer,
LLC for the purpose of operating a Medical Marijuana
Cultivation Center. We have signed a lease for a year till
September 7, 2020.

Sincerely,



Susan Bartlett
PO Box 98
Eagle, CO 81631

State of Colorado
County of Eagle

Subscribed and affirmed before on this 8th day
of AUGUST, 2019

By DAVID HOLLISTER



David Hollister NOTARY PUBLIC STATE OF COLORADO NOTARY ID# 20154020309 MY COMMISSION EXPIRES June 5, 2023

Notary Public

JUNE 5, 2023

My Commission Expires:



LOCAL LICENSE RENEWAL APPLICATION FOR
MARIJUANA ESTABLISHMENT AND/OR MEDICAL MARIJUANA BUSINESS

BUSINESS AND TRADE NAME IN FULL
Sweet Leaf Pioneer LLC

TYPE OF OWNERSHIP:
☐ Corporation ☒ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship ☐ Franchise ☐ Non-Profit ☐ Other

APPLICANT NAME
David Manzanares DATE OF BIRTH
3/14/71

MAILING ADDRESS
P.O. Box 2225 Eagle, CO 81631 PHONE
904-7277

MANAGER NAME
Chris Kuchler DATE OF BIRTH
6/10/76

MANAGER ADDRESS
PO Box 3966 Eagle, CO 81631 PHONE
970-471-1765 cell

PROPERTY OWNER NAME
Dave Young / George Roberts PHONE
390-1446

BUSINESS CONTACT EMAIL ADDRESS
Davem@sweetleafpioneer.com

TYPE OF STATE / LOCAL LICENSE(S) Choose all applying for

☐ RETAIL MARIJUANA STORE RENEWAL FEE \$1500.00	☐ RETAIL MARIJUANA CULTIVATION RENEWAL FEE \$1500.00	☐ RETAIL MARIJUANA PRODUCTS MANUFACTURER
☐ DUALY LICENSED RETAIL AND MARIJUANA PRODUCTS MANUFACTURER	☐ DUALY LICENSED MEDICAL MARIJUANA CENTER AND RETAIL MARIJUANA STORE	☐ DUALY LICENSED RETAIL AND MEDICAL MARIJUANA CULTIVATION
☐ MEDICAL MARIJUANA PRODUCTS MANUFACTURER	☒ MEDICAL MARIJUANA CENTER	☐ MEDICAL MARIJUANA CENTER CULTIVATION

STATE OF COLORADO LICENSE NO. *402-00614* EXPIRATION DATE *9/7/19*

TOWN OF EAGLE LICENSE NO. EXPIRATION DATE *9/7/19*

STATE OF COLORADO SALES TAX LICENSE NO. *27658268-0000* FEIN NO. *37-1695151*

MEDICAL MARIJUANA FEES AND SUPPLEMENTAL INFORMATION

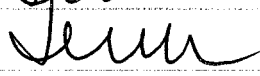
MEDICAL MARIJUANA RENEWAL FEE: \$500.00 PER LICENSE – CHECK OR CASH ONLY TOTAL DUE: *500.00*

☐ TOWN OF EAGLE SPECIAL USE PERMIT NO.	☐ LANDLORD AUTHORIZATION TO USE PROPERTY FOR A MARIJUANA BUSINESS ATTACHED	☐ PROOF OF OWNERSHIP IF NOT LEASED ATTACHED
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David Manzanares *David Manzanares* *8/20/19*
Applicant Signature Printed Name Date

[Signature] *8.22.19*
Town Clerk Date

The Local Licensing Authority shall approve, deny or conditionally approve a pending application within 45 days from the receipt of the application.

DEPARTMENT APPROVALS		
EAGLE PD	SIGNATURE	DATE
PLANNING DEPARTMENT	SIGNATURE	DATE
SALES TAX	SIGNATURE 	DATE 8.22.19
BUSINESS LICENSE	SIGNATURE 	DATE 8.22.19

APPLICATION APPROVED ☐	APPLICATION DENIED ☐
LOCAL LICENSING AUTHORITY	MEETING DATE
SIGNATURE	ATTEST

TOWN OF EAGLE MEDICAL MARIJUANA FEES

1. New license application fee (1 st submittal)	\$1,000.00
2. New license application fee (for associated facilities or licenses.)	\$500.00
3. Fingerprint based criminal background check fee, per person checked	Actual Cost Currently \$38.50
4. License Fee	\$2,000.00
5. Renewal application fee	\$500.00
6. Late Renewal Application fee	Additional \$500.00
7. Change of Business Manager	\$150.00 (plus actual fingerprint based background check fees)
8. Transfer of location	\$1,000.00
9. Modification of premises and/or other activities for which a fee is permitted, but for which a fixed amount is not set in this Chapter	Up to \$250.00
10. Change of corporate structure or change of a Principal	\$150.00 per person (plus actual fingerprint based background check fees)
11. Change in financial interests	\$100.00 minimum, or actual cost if more than \$100.00

TOWN OF EAGLE RETAIL MARIJUANA FEES

1. Retail Business Occupation Tax (Annual) per license	\$1500.00
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THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING

BUSINESS LEASE

D+S FAMILY HOLDINGS LLC

This lease, dated 1/31/19

PO Box 5113 Eagle, CO 81631

is between CHAMBERS A. LLC

and SWEET LEAF PIONEER, LLC PO Box 2225 Eagle, CO 81631, as Landlord,

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein,

the Landlord does hereby lease to the Tenant the following described premises situate in Eagle County, in the State of Colorado; the address of which is 825 "A" CHAMBERS AVE Eagle, CO 81631

Block 1, LOT GA Eagle COMMERCIAL PARK

Said premises, with all the appurtenances, are leased to the Tenant from the date of 1/1/2019 until the date of 12/31/2028 at and for a rental for the full term of \$ SEE EXHIBIT "B" payable in monthly installments of \$ SEE EXHIBIT "B"

in advance, on the 1st day of each calendar month during the term of this lease, payable at 119 CHAMBERS AVE, PO Box 5113, EAGLE, CO 81631, without notice.

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREES AS FOLLOWS:

1. The Tenant shall pay the rent for the premises above-described.
2. The Tenant shall, at the expiration of this lease, surrender the premises in as good a condition as when the Tenant entered the premises, ordinary wear and tear excepted. The Tenant shall keep all sidewalks on and around the premises free and clear of ice and snow; keep the entire exterior premises free from all litter, dirt, debris and obstructions; and keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.
3. The Tenant shall not sublet any part of the premises, nor assign the lease, or any interest therein, without the written consent of the Landlord. WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD
4. The Tenant shall use the premises only as

and shall not use the premises for any purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city or town in which said premises are located, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.

5. The Tenant shall neither hold, nor attempt to hold, the Landlord, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon, or about the premises including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage upon the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omission of the Landlord. Notwithstanding any duty the Landlord may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional act or omission of the Tenant or any employees, agents, invitees, licensees or contractors, the Tenant shall bear the full cost of such repair or replacement. The Tenant shall hold Landlord, Landlord's agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property while on the demised premises or any other part of Landlord's property, or arising in any way out of Tenant's business, which is occasioned by an act or omission of Tenant, its employees, agents, invitees, licensees or contractors. The Landlord is not responsible for any damage or destruction to the Tenant's personal property.

6. The Tenant shall neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes to, upon, or about said premises without first obtaining the written consent of the Landlord.

7. The Tenant shall obtain and keep in full force, at Tenant's expense, fire and liability insurance as may be reasonably required by the Landlord. Tenant shall provide copies of such insurance policies upon the Landlord's request.

8. The Tenant shall permit the Landlord to place a "For Rent" sign upon the leased premises at any time after sixty (60) days before the end of this lease.

9. The Tenant shall allow the Landlord to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

10. The Tenant shall be responsible for paying the following: ☐ Janitorial Services ☐ Other ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Phone ☐ Refuse Disposal

The ☐ Landlord ☐ Tenant agrees to keep all the improvements upon the premises, including but not limited to, structural components, interior and exterior walls, floor, ceiling, roofs, sewer connections, plumbing, wiring and glass in good maintenance and repair at his or her expense. In the event the Landlord is responsible for repair of the premises, the Tenant shall be obliged to notify the Landlord of any condition upon the premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair.

11. No assent, express or implied, to any breach or default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default.

12. If, after the expiration of this lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease and subject to all the terms and conditions of this lease.

13. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

14. The Landlord acknowledges receipt of a deposit in the amount of \$ _____ to be held by the Landlord for the faithful performance of all of the terms, conditions and covenants of this lease. The Landlord may apply the deposit to cure any default under the terms of this lease and shall account to the Tenant for the balance. The Tenant may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations.

15. If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this lease, and the default remains uncorrected for a period of 15 days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue breach of contract remedies; and/or (e) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above-listed remedies.

16. If the property or the premises shall be destroyed in whole or in part by fire, the elements, or other casualty and if, in the sole opinion of the Landlord, they cannot be repaired within ninety (90) days from said injury and the Landlord informs the Tenant of said decision; or if the premises are damaged in any degree and the Landlord informs the Tenant it does not desire to repair same and desires to terminate this lease; then this lease shall terminate on the date of such injury. In the event of such termination, the Tenant shall immediately surrender the possession of the premises and all rights therein to the Landlord; shall be granted a license to enter the premises at reasonable times to remove the Tenant's property; and shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right to immediately enter and take possession of the premises and shall not be liable for any loss, damage or injury to the property or person of the Tenant or occupancy of, in or upon the premises.

If the Landlord repairs the premises within ninety (90) days, this lease shall continue in full force and effect and the Tenant shall not be required to pay rent for any portion of said ninety (90) days during which the premises are wholly unfit for occupancy.

17. In the event any dispute arises concerning the terms of this lease or the non-payment of any sums under this lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees from the other party.

18. In the event any payment required hereunder is not made within ten (10) days after the payment is due, a late charge in the amount of 5 % of the payment will be paid by the Tenant.

19. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.

20. This lease is made with the express understanding and agreement that in the event the Tenant becomes insolvent, the Landlord may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease.

21. The Tenant and the Landlord further agree:

SEE EXHIBIT "A" + "B"

This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. When used herein, the singular shall include the plural.

Attest: [Signature]
Attest: [Signature]

Date: 1/31/19
Date: 1/31/19

GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

ASSIGNMENT AND ACCEPTANCE

For value received

_____, assignor, assigns all right, title and interest in and to the within lease to _____, assignee, the heirs, successors and assigns of the assignee, with the express understanding and agreement that the assignor shall remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in the lease by the Tenant. The assignor will pay the rent and fully perform the covenants and agreements in case the assignee fails to do so. In consideration of this assignment, the assignee assumes and agrees to make all the payments and perform all the covenants and agreements contained in the lease and agreed to by the Tenant.

Assignor _____ Date _____
Assignor _____ Date _____

CONSENT OF ASSIGNMENT

Consent to the assignment of the within lease to _____ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without further written agreement.

Signature _____ Date _____
Signature _____ Date _____

LANDLORD'S ASSIGNMENT

In consideration of One Dollar, in hand paid, I hereby assign to _____ my interest in the within lease, and the rent therein reserved.

Landlord _____ Date _____

August 20, 2018

Town Of Eagle

PO Box 609

Eagle, CO 81631

To Whom It May Concern,

D & S Family Holding, LLC-ETAL have leased 825 A Chambers Ave Eagle, CO 81631 to Sweet Leaf Pioneer, LLC for the purpose of operating a Medical Marijuana Center. We have signed a 10-year lease for the location.

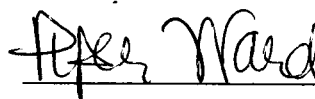
Sincerely, 
MANAGER

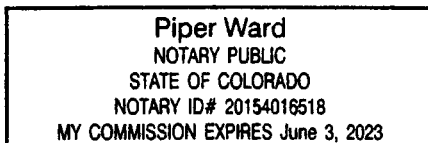
D & S Family Holding, LLC-ETAL

State of Colorado

County of Eagle

Subscribed and affirmed before on this 21st day of Aug., 2019
By Piper Ward





Notary Public
June 3, 2023

My Commission Expires:

LOCAL AUTHORITY COPY

Colorado Marijuana Licensing Authority
Medical Marijuana Business License Renewal Application

License Type (Check only ONE box per application. See website for fees and additional license type information)

☒ Medical Marijuana Center (Select Type) ☒ Type 1 (Up to 300 patients) ☐ Type 2 (301 to 500 patients) ☐ Type 3 (501 or more patients) ☐ Medical Marijuana-Infused Products Manufacturer ☐ Medical Marijuana Testing Facility ☐ Off-Premises Storage (connected to License # _____)	☒ Medical Marijuana Operator ☐ Medical Marijuana Transporter ☐ Optional Premises Cultivation (OPC) ☐ Class 1 (1-500 Plants) ☐ Class 2 (501-1500 Plants) ☐ Class 3 (1501-3000 Plants) ☐ Class 3+ _____ (increments of 3000)
--	--

Applicant's Legal Business Name (Please Print) <u>Sweet Leaf Pioneer LLC</u>		Marijuana Business License Number <u>402-00614</u>
Trade Name (DBA) <u>N/A</u>		Website Address <u>SweetLeafPioneer.com</u>
Federal Taxpayer ID <u>371695151</u>	Colorado Sales Tax License # <u>27658268-0000</u>	Entity ID Number shown on Secretary of State Registration <u>20121262462</u>

Physical Address			
Street Address of Marijuana Business <u>825A Chambers Ave</u>			
City <u>Eagle</u>		County <u>Eagle</u>	State <u>CO</u>
ZIP <u>81631</u>		Business Phone Number <u>(970) 328-9060</u>	
Email Address <u>claw@SweetLeafPioneer.com</u>			

Mailing Address (If different from Physical Address)			
Address <u>PO Box 2225</u>			
City <u>Eagle</u>		State <u>CO</u>	ZIP <u>81631</u>
Primary Contact Person for Business <u>David Manzanarez</u>		Title <u>sole member</u>	Primary Contact Phone Number <u>(970) 904-7277</u>
Primary Contact Address (city, state ZIP) <u>387 Green mountain drive Eagle, CO 81631</u>		Primary Contact Email <u>claw@SweetLeafPioneer.com</u>	

1. Is the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?	Yes No ☐ ☒
2. Has the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) within the last year (in Colorado or any other state):	Yes No
(a) been denied a privileged license (ie: Liquor, Gaming, Racing, Auto Industry or Marijuana)?	☐ ☒
(b) had a privileged license (ie: Liquor, Gaming, Racing, Auto Industry or Marijuana) suspended or revoked?	☐ ☒
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing, Auto Industry or Marijuana) license denied, suspended or revoked?	☐ ☒
If you answered yes to 2a, b or c, explain in detail on a separate sheet.	
3. Has the applicant or any business entity owned by the applicant ever owned a Marijuana license in this or any other jurisdiction, foreign or domestic, that was subject to any of the following actions since the last renewal: (1) denial; (2) surrender; (3) assurance of voluntary compliance; (4) order to show cause; (5) suspension; (6) fine; (7) revocation; (8) stipulation or settlement; (9) withdrawn; (10) other penalties or sanctions. If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	Yes No ☐ ☒
4. Does the applicant of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? If you answered YES, explain in detail on another piece of paper and attach all NEW or UPDATED documentation showing legal possession: deed, title, sale or lease agreements, lease amendments, lease extensions etc.	Yes/ No ☒ ☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____	

(a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:		
Landlord (include sublease if applicable) <u>D&S family holdings LLC-ETAL</u>	Tenant <u>sweetleafpioneer LLC</u>	Expires <u>12/31/2028</u>

5. Is the licensed Medical Marijuana premises within 1000 feet of a school (as defined in 44-11 104 (25) C.R.S.), alcohol or drug treatment facility, principal campus of a college, university, or seminary, or a residential childcare facility? If "yes", then include a copy of a waiver or ordinance from the local jurisdiction where the business is located		Yes ☐	No ☒
6. Has a Medical Marijuana Center license application (same license class), that was located within 1000 feet of the premises, been denied within the preceding year? If "yes" explain in detail.		Yes ☐	No ☒
7. Within the last 12 months, has there been a change in ownership or ownership allocation, a transfer of stock, a change in the corporate structure or in the corporate by-laws, or any other change affecting ownership or organizational structure of the licensee or its subsidiaries/affiliates? If yes, explain in detail on a separate sheet and attach copies of all available documentation concerning the changes. (i.e. New operating agreement)		Yes ☐	No ☒
8. In the past year, has the licensee (including all parent, subsidiary or affiliate companies, if any) filed for bankruptcy, been sued, had a civil judgment or tax lien filed against it, or become delinquent in the payment or filing of any taxes, interest, penalties or judgments owed to the State of Colorado? If yes, explain in detail on a separate sheet and attach copies of all available documentation.		Yes ☐	No ☒
9. List the full name and ownership percentage of every owner or entity, including lending agencies, who have a right to share in the revenues of marijuana, whether as an owner, assignee, landlord, or otherwise to whom any interest or share in the profits of marijuana has been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract of sale.			
Name <i>David Manzanarez</i>	Title <i>sole member</i>	Own. % Business Associated with <i>0</i>	Effective Own. % in Applicant <i>100%</i>
Name	Title	Own. % Business Associated with	Effective Own. % in Applicant
Name	Title	Own. % Business Associated with	Effective Own. % in Applicant
Name	Title	Own. % Business Associated with	Effective Own. % in Applicant
Name	Title	Own. % Business Associated with	Effective Own. % in Applicant
10. Since the last renewal submission, have there been any new financing, promissory notes, or new lines of credit obtained or applied for? If yes, explain in detail on a separate sheet and attach all documentation.		Yes ☐	No ☒
11. Has any debt been retired or eliminated since the last renewal submission? If yes, explain in detail and attach all documentation.		Yes ☐	No ☒
12. Have there been any material changes in financial position since the last renewal submission? If yes, explain in detail on a separate sheet and attach all documentation.		Yes ☐	No ☒
13. Within the past year, has the licensee entered into any material financial arrangements, notes, security agreements, consulting agreements, any written or oral agreements, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation? If yes, explain in detail on a separate sheet and attach all documentation.		Yes ☐	No ☒
14. Within the past year, have there been any changes in ownership percentage of any owner or entity, including lending agencies, who have a right to share in the revenues of marijuana, whether as an owner, assignee, landlord, or otherwise to whom any interest or share in the profits of marijuana has been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract of sale? If yes, explain in detail on a separate sheet and attach all documentation.		Yes ☐	No ☒
15. In the past year, has the licensee (including all parent, subsidiary or affiliate companies, if any) been indicted, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty. If Yes, explain in detail on a separate sheet and include with your application. Provide official documentation from the court showing the final disposition for any felony charge or those related to a controlled substance.		Yes ☐	No ☒
16. Are any owners renewing their Associated Key Licenses with this application? If YES, then each must submit the Owner/Associated Key Renewal Application (DR 8516 - see website).		Yes ☒	No ☐
Local Licensing Authority (To be filled out by licensee) Include copy of Local License or Approval			
Local Licensing Authority <i>Town of Eagle</i>		Address <i>200 Broadway Eagle, CO 81631</i>	
Local Licensing Authority contact name <i>Jenny Rakow</i>		Contact Phone <i>(970) 328-6354</i>	Contact Email <i>jenny.rakow@townofeagle.org</i>
Current License Status With Local Authority <i>Active</i>		Date of Approval <i>9/7/18</i>	Date of Expiration <i>9/7/19</i>

Affirmation & Consent

I, David Manzaneros, as an owner for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Medical Marijuana Business License Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Medical Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of the Marijuana business application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License, and for 90 days following the expiration or surrender of such Marijuana license.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Name clearly below:

Applicant's Legal Business Name <u>Sweet Leaf Pioneer LLC</u>		Trade Name (DBA) <u>N/A</u>
Last Name of Owner (Please Print) <u>Manzaneros</u>	First Name of Owner (Please Print) <u>David</u>	Middle Name of Owner (Please Print) <u>Matthew</u>
Signature <u>David Manzaneros</u>		Date <u>7/13/19</u>
Last Name of Owner (Please Print)	First Name of Owner (Please Print)	Middle Name of Owner (Please Print)
Signature		Date
Last Name of Owner (Please Print)	First Name of Owner (Please Print)	Middle Name of Owner (Please Print)
Signature		Date
Last Name of Owner (Please Print)	First Name of Owner (Please Print)	Middle Name of Owner (Please Print)
Signature		Date

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Note: If there are more than four (4) owners, please use a second Affirmation & Consent page (page 3 of 9).

Investigation Authorization/Authorization to Release Information

I, David Manzanares, as an owner for this licensee, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into the background of the person(s) and/or entity, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "non-public" under the provisions of state or federal laws. I understand by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "non-public" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name <u>Sweet Leaf Pioneer LLC</u>		Trade Name (DBA) <u>NA</u>
Last Name of Owner (Please Print) <u>Manzanares</u>	First Name of Owner <u>David</u>	Middle Name of Owner <u>Matthew</u>
Signature <u>David Manzanares</u>		Date <u>7/13/19</u>

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Tax Check Authorization and Request To Release Information

I, David Manzanarez am signing this waiver on behalf of Sweetleaf Pioneer LLC (the "Applicant/Licensee") to permit the Internal Revenue Service (IRS), the Colorado Department of Revenue, and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-11-202(1), 44-11-306(1)(g), 44-12-202, and 44-12-305(1)(f), C.R.S. This waiver is made pursuant to 26 U.S.C. § 6103(c); section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an occupational license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to sections 44-11-311 or 44-12-310, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the IRS, the Colorado Department of Revenue, and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file a Federal income tax return by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the IRS gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into an Offer and Compromise or payment plan with the IRS and whether Applicant/Licensee is current on any payments required by said Offer and Compromise or payment plan.
4. Whether the Applicant/Licensee has failed to file any state or local tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
5. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
6. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Continued on next page

Applicant/Licensee authorizes the IRS, the Colorado Department of Revenue, and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the IRS, the Colorado Department of Revenue, and any other state or local taxing authority in any administrative action regarding the application or license. To assist the IRS, the Colorado Department of Revenue, and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business) <u>David Manzanares</u> <u>Sweet Leaf Pioneer LLC</u>			
Street Address <u>389 Green mountain dr</u>	City <u>Eagle</u>	State <u>CO</u>	Zip Code <u>81631</u>
Home Phone Number <u>(970) 904-7277</u>	Business/Work Phone Number <u>(970) 328-9060</u>		
Legal Last Name (Please Print) <u>Manzanares</u>	Legal First Name <u>David</u>	Full Middle Name <u>Matthew</u>	
Applicant's Signature <u>[Signature]</u>		Date <u>7/13/19</u>	
If you are/were married and filed joint tax returns, your spouse must provide the following.			
Spouse's Last Name (Please Print) <u>Manzanares</u>	Spouse's First Name <u>Dieneka</u>	Full Middle Name <u>N/A</u>	
Social Security Number [Redacted]	[Redacted]		
Spouse's Signature <u>Dieneka Manzanares</u>		Date <u>7/13/19</u>	
Signature of Marijuana Enforcement Division agent presenting this request		Date	
Privacy Act Statement			
Requesting your Social Security Number is voluntary and no right, benefit, or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			



Marijuana Ownership and Funding Certification

☒ Medical Marijuana Business

☐ Retail Marijuana Establishment

On behalf of the Applicant Business Entity, I certify under the penalty of perjury, that on the date signed:

- The ownership described below is accurate and complete and includes *all* shareholders or other owners of the Applicant Business Entity, including members of business entities that share in the ownership in the Applicant Business Entity, no matter how slight the ownership interest.
- The list of associated persons is complete and includes *all* corporate or company officers, directors (including outside or independent directors), partners, and all persons who have the ability to exercise control over the management policies of the Applicant Business Entity, along with accurate titles or positions.

Note: Business entities that own the Applicant Business Entity, in whole or in part, must provide details of their ownership structure.

On behalf of the Applicant Business Entity, I further certify under the penalty of perjury that on the date signed:

- All investments and funds used to start and/or finance this Applicant Business Entity have been disclosed and accurately reported.
- These investments and funds were obtained from fully disclosed, legal and legitimate sources.
- These investments and funds are not involved in any criminal or money laundering activity, are clear and unencumbered, and are not derived from any illegal activities.

Upon signature below the applicant also understands and agrees no change of ownership or change of location will be accepted by the State Licensing Authority, Marijuana Enforcement Division until the applicant's license(s) are approved.

Signature <i>David Monaghan</i>	Title or Position <i>sole member</i>	Proposed Ownership % <i>100%</i>
Typed or Printed Name <i>David Monaghan</i>	Applicant Business Entity Name <i>sweetleaf pioneer LLC</i>	MED Business License # <i>402-00614</i>
Signature	Title or Position	Proposed Ownership %
Typed or Printed Name	Applicant Business Entity Name	MED Business License #
Signature	Title or Position	Proposed Ownership %
Typed or Printed Name	Applicant Business Entity Name	MED Business License #
Signature	Title or Position	Proposed Ownership %
Typed or Printed Name	Applicant Business Entity Name	MED Business License #

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Note: If there are more than four (4) owners, please use a second Marijuana Ownership and Funding Certification page (page 7 of 9).



Marijuana Enforcement Division – Statement of Understanding

I understand I am responsible for knowing and complying with all state laws and regulations governing medical and retail marijuana pursuant to the Colorado Retail Marijuana Code, sections 44-12-101 et seq., C.R.S. ("Retail Code") and the Colorado Medical Marijuana Code, sections 44-11-101 et seq., C.R.S. ("Medical Code"), as well as the rules promulgated thereunder pursuant to 1 CCR 212-1 and 1 CCR 212-2. I understand I am being made aware of the following laws and regulations and agree to comply with them, and all other applicable laws and regulations, upon issuance of my license:

I will not acquire, possess, cultivate, manufacture, test, dispense, sell, serve, deliver, transfer, transport any marijuana on the licensed premises prior to being issued a license to do so by the State Licensing Authority and receiving approval to do so by the local jurisdiction where the license is issued. (Rules M 201(E)(3)/R 201(E)(5), M 233/R 233)

I understand that the licensed premises must comply with all security and surveillance requirements set forth in the Medical Marijuana Code and/or the Retail Marijuana Code and the rules or regulations promulgated in accordance with the Codes, before the licensee can possess, cultivate, manufacture, test, dispense, sell, serve, transport or deliver any marijuana on the licensed premises. (Rules M 305, M 306/R 305, R 306)

I understand that all areas of ingress or egress to limited access areas shall be clearly identified as such by a sign as designated by the State Licensing Authority. (Rules M 301/R 301)

I understand that at all times I shall possess and maintain possession of the premises for which the license is issued by ownership, lease, rental, or other arrangement of possession of the premises. (Rules M 302/R 302; subsections 44-11-310(B)(b) and 44-12-309(7)(b), C.R.S.)

I understand I must use the State's Inventory Tracking System as my primary inventory tracking system of record, and to follow all the rules and guidelines set forth for the use of this system. (Rules M 309/R 309)

I understand that I am required to keep a complete set of all records necessary to show fully the business transactions of the licensee, all of which shall be open at all times during business hours for inspections and examination by the State Licensing Authority or its duly authorized representatives. (Rules M 901/R 901)

I understand that the water supply shall be sufficient for the operations intended and shall be derived from a source that is a regulated water system. Private water supplies shall be derived from a water source that is capable of providing a safe, potable, and adequate supply of water to meet the License Premises needs. (Rules M 504(B)(10)/R 504(B)(10))

I understand that any medical marijuana and/or retail marijuana and/or infused product must meet the labeling and packaging requirements set forth in the Medical Marijuana Code and/or the Retail Marijuana Code, and all rules or regulations promulgated in accordance with the Codes. (Rules M 1000 Series/R 1000 Series)

I understand that the licensed premises, including any places of storage where medical marijuana and/or retail marijuana and/or infused products are stored, sold, dispensed or tested, shall be subject to inspection by the state or local jurisdictions and their investigators, during all business hours and other times of apparent activity. (Rules M 1202/R 1202)

I understand that I must cooperate with employees and investigators of the Marijuana Enforcement Division who are conducting inspections or investigations relevant to the enforcement of laws and regulations related to the Medical and Retail Codes. (Rules M 1202/R 1202)

I understand that I shall not by any means, interfere with, obstruct or impede the State Licensing Authority, or employee or investigator of the Marijuana Enforcement Division from exercising their duties, pursuant to the provisions of the Medical and Retail Codes and all rules promulgated pursuant to it. (Rules M 1202/R 1202)

I have read all of the above information and understand my responsibilities as a medical marijuana and/or retail marijuana business licensee. I further understand that failure to comply with any law, regulation, or the provisions of this Statement, may result in criminal charges and/or may be grounds for disciplinary action including, but not limited to, the suspension or revocation of my license and a monetary penalty after an administrative hearing.

Affidavit

Licensee's Business Name <i>Sweet Leaf Pioneer LLC</i>	Business License Number <i>402-00614</i>
Licensee's Full Printed Name <i>David Matthew Manzanarez</i>	Badge Number <i>M01241</i>
Licensee's Signature <i>David Manzanarez</i>	Date <i>7/13/19</i>

LOCAL AUTHORITY COPY

OR 8546 (06/07/18)
 COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division
 www.colorado.gov/revenue/marijuana

Colorado Marijuana Licensing Authority

Medical Marijuana Business License Renewal Application

14.E.D. 1

2018 AUG 13 AM 9:11

License Type (Check only ONE box per application. See website for fees and additional license type information)			
Medical Marijuana Center (Select Type) ☐ Type 1 (Up to 300 patients) ☐ Type 2 (301 to 500 patients) ☐ Type 3 (501 or more patients) ☐ Medical Marijuana-Infused Products Manufacturer ☐ Medical Marijuana Testing Facility ☐ Off-Premises Storage (connected to License # _____)		☐ Medical Marijuana Operator ☐ Medical Marijuana Transporter ☐ Optional Premises Cultivation (OPC) ☒ Class 1 (1-500 Plants) ☒ Class 2 (501-1500 Plants) ☐ Class 3 (1501-3000 Plants) ☐ Class 3+ _____ (increments of 3000)	
Applicant's Legal Business Name (Please Print) Sweet Leaf Pioneer LLC		Marijuana Business License Number 403-00912	
Trade Name (DBA) N/A		Website Address sweetleafpioneer.com	
Federal Taxpayer ID 371695151	Colorado Sales Tax License # 29658268-0000	Entity ID Number shown on Secretary of State Registration 20121262462	
Physical Address			
Street Address of Marijuana Business		Business Phone Number (970) 328-9060	
City Eagle	County Eagle	State CO	ZIP 81631
Mailing Address (if different from Physical Address)		Email Address dlw@sweetleafpioneer.com	
Address PO BOX 2225		City Eagle	State CO
Primary Contact Person for Business David Manzanares		Title sole member	Primary Contact Phone Number (970) 904-7277
Primary Contact Address (City, state ZIP) 389 Green Mountain Dr. Eagle, CO 81631		Primary Contact Email dlw@sweetleafpioneer.com	
1. Is the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?			Yes No ☐ ☒
2. Has the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) within the last year (in Colorado or any other state):			Yes No
(a) been denied a privileged license (ie: Liquor, Gaming, Racing, Auto Industry or Marijuana)?			☐ ☒
(b) had a privileged license (ie: Liquor, Gaming, Racing, Auto Industry or Marijuana) suspended or revoked?			☐ ☒
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing, Auto Industry or Marijuana) license denied, suspended or revoked?			☐ ☒
If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has the applicant or any business entity owned by the applicant ever owned a Marijuana license in this or any other jurisdiction, foreign or domestic, that was subject to any of the following actions since the last renewal: (1) denial; (2) surrender; (3) assurance of voluntary compliance; (4) order to show cause; (5) suspension; (6) fine; (7) revocation; (8) stipulation or settlement; (9) withdrawal; (10) other penalties or sanctions. If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.			Yes No ☐ ☒
4. Does the applicant of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? If you answered YES, explain in detail on another piece of paper and attach all NEW or UPDATED documentation showing legal possession: deed, title, sale or lease agreements, lease amendments, lease extensions etc.			Yes No ☒ ☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____			
(a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord (include sublease if applicable) Douglas and/or Susan Ba. Hett		Tenant Sweet Leaf Pioneer LLC	Expires 9/7/19

Page 1 of 8

5. Is the licensed Medical Marijuana premises within 1000 feet of a school (as defined in 44-11 104 (25) C.R.S.), alcohol or drug treatment facility, principal campus of a college, university, or seminary, or a residential childcare facility? If "yes", then include a copy of a waiver or ordinance from the local jurisdiction where the business is located		Yes ☐	No ☒
6. Has a Medical Marijuana Center license application (same license class), that was located within 1000 feet of the premises, been denied within the preceding year? If "yes" explain in detail.		Yes ☐	No ☒
7. Within the last 12 months, has there been a change in ownership or ownership allocation, a transfer of stock, a change in the corporate structure or in the corporate by-laws, or any other change affecting ownership or organizational structure of the licensee or its subsidiaries/affiliates? If yes, explain in detail on a separate sheet and attach copies of all available documentation concerning the changes. (i.e. New operating agreement)		Yes ☐	No ☒
8. In the past year, has the licensee (including all parent, subsidiary or affiliate companies, if any) filed for bankruptcy, been sued, had a civil judgment or tax lien filed against it, or become delinquent in the payment or filing of any taxes, interest, penalties or judgments owed to the State of Colorado? If yes, explain in detail on a separate sheet and attach copies of all available documentation.		Yes ☐	No ☒
9. List the full name and ownership percentage of every owner or entity, including lending agencies, who have a right to share in the revenues of marijuana, whether as an owner, assignee, landlord, or otherwise to whom any interest or share in the profits of marijuana has been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract of sale.			
Name	Title	Own. % Business Associated with	Effective Own. % In Applicant
David Manzanarez	role member	8	100
Name	Title	Own. % Business Associated with	Effective Own. % In Applicant
Name	Title	Own. % Business Associated with	Effective Own. % In Applicant
Name	Title	Own. % Business Associated with	Effective Own. % In Applicant
Name	Title	Own. % Business Associated with	Effective Own. % In Applicant
10. Since the last renewal submission, have there been any new financing, promissory notes, or new lines of credit obtained or applied for? If yes, explain in detail on a separate sheet and attach all documentation.		Yes ☐	No ☒
11. Has any debt been retired or eliminated since the last renewal submission? If yes, explain in detail and attach all documentation.		Yes ☐	No ☒
12. Have there been any material changes in financial position since the last renewal submission? If yes, explain in detail on a separate sheet and attach all documentation.		Yes ☐	No ☒
13. Within the past year, has the licensee entered into any material financial arrangements, notes, security agreements, consulting agreements, any written or oral agreements, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation? If yes, explain in detail on a separate sheet and attach all documentation.		Yes ☐	No ☒
14. Within the past year, have there been any changes in ownership percentage of any owner or entity, including lending agencies, who have a right to share in the revenues of marijuana, whether as an owner, assignee, landlord, or otherwise to whom any interest or share in the profits of marijuana has been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract of sale? If yes, explain in detail on a separate sheet and attach all documentation.		Yes ☐	No ☒
15. In the past year, has the licensee (including all parent, subsidiary or affiliate companies, if any) been indicted, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty. If Yes, explain in detail on a separate sheet and include with your application. Provide official documentation from the court showing the final disposition for any felony charge or those related to a controlled substance.		Yes ☐	No ☒
16. Are any owners renewing their Associated Key Licenses with this application? If YES, then each must submit the Owner/Associated Key Renewal Application (DR 8516 - see website).		Yes ☒	No ☐
Local Licensing Authority (To be filled out by licensee) include copy of Local License or Approval			
Local Licensing Authority		Address	
Town of Eagle		200 Broadway Eagle, CO 81631	
Local Licensing Authority contact name	Contact Phone	Contact Email	
Jenny Ralsow	(970) 328-6354	jenny.ralsow@townofeagle.org	
Current License Status With Local Authority	Date of Approval	Date of Expiration	
Active	9/7/18	9/7/19	

Affirmation & Consent

I, David Manzanaga, as an owner for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Medical Marijuana Business License Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Medical Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of the Marijuana business application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License, and for 90 days following the expiration or surrender of such Marijuana license.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Name clearly below:

Applicant's Legal Business Name <u>Sweet Leaf Pioneer LLC</u>		Trade Name (DBA) <u>N/A</u>
Last Name of Owner (Please Print) <u>Manzanaga</u>	First Name of Owner (Please Print) <u>David</u>	Middle Name of Owner (Please Print) <u>Matthew</u>
Signature <u>David Manzanaga</u>		Date <u>7/13/19</u>
Last Name of Owner (Please Print) <u>Manza</u>	First Name of Owner (Please Print)	Middle Name of Owner (Please Print)
Signature		Date
Last Name of Owner (Please Print)	First Name of Owner (Please Print)	Middle Name of Owner (Please Print)
Signature		Date
Last Name of Owner (Please Print)	First Name of Owner (Please Print)	Middle Name of Owner (Please Print)
Signature		Date

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Note: If there are more than four (4) owners, please use a second Affirmation & Consent page (page 3 of 9).

Investigation Authorization/Authorization to Release Information

I, David Manzanares, as an owner for this licensee, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into the background of the person(s) and/or entity, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "non-public" under the provisions of state or federal laws. I understand by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "non-public" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name <u>Sweet Leaf Pioneer LLC</u>		Trade Name (DBA) <u>N/A</u>
Last Name of Owner (Please Print) <u>Manzanares</u>	First Name of Owner <u>David</u>	Middle Name of Owner <u>Matthew</u>
Signature <u>David Manzanares</u>		Date <u>7/13/19</u>

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Tax Check Authorization and Request To Release Information

I, David Manzanos am signing this waiver on behalf of Sweet Leaf Pioneer LLC (the "Applicant/Licensee") to permit the Internal Revenue Service (IRS), the Colorado Department of Revenue, and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-11-202(1), 44-11-306(1)(g), 44-12-202, and 44-12-305(1)(f), C.R.S. This waiver is made pursuant to 26 U.S.C. § 6103(c); section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or, (2) if applying for an occupational license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to sections 44-11-311 or 44-12-310, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the IRS, the Colorado Department of Revenue, and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file a Federal income tax return by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the IRS gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into an Offer and Compromise or payment plan with the IRS and whether Applicant/Licensee is current on any payments required by said Offer and Compromise or payment plan.
4. Whether the Applicant/Licensee has failed to file any state or local tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
5. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
6. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Continued on next page

Applicant/Licensee authorizes the IRS, the Colorado Department of Revenue, and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the IRS, the Colorado Department of Revenue, and any other state or local taxing authority in any administrative action regarding the application or license. To assist the IRS, the Colorado Department of Revenue, and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business) <i>David Manzanares / Sweet Leaf Pioneer LLC</i>		Social Security Number [REDACTED]	
Street Address <i>339 Green Mountain dr.</i>		City <i>Espe</i>	State <i>CO</i>
Home Phone Number <i>(970) 904-7377</i>		Zip Code <i>81631</i>	
Business/Work Phone Number <i>(970) 328-9060</i>			
Legal Last Name (Please Print) <i>Manzanares</i>		Legal First Name <i>David</i>	Full Middle Name <i>Matthew</i>
Applicant's Signature <i>David Manzanares</i>		Date <i>7/13/19</i>	
If you are/were married and filed joint tax returns, your spouse must provide the following.			
Spouse's Last Name (Please Print) <i>Manzanares</i>		Spouse's First Name <i>Dieneka</i>	Full Middle Name <i>N/A</i>
Social Security Number/Tax Identification Number [REDACTED]			
Spouse's Signature <i>Dieneka Manzanares</i>		Date <i>7/13/19</i>	
Signature of Marijuana Enforcement Division agent presenting this request		Date	
Privacy Act Statement			
Requesting your Social Security Number is voluntary and no right, benefit, or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			



Marijuana Ownership and Funding Certification

☒ Medical Marijuana Business

☐ Retail Marijuana Establishment

On behalf of the Applicant Business Entity, I certify under the penalty of perjury, that on the date signed:

- The ownership described below is accurate and complete and includes *all* shareholders or other owners of the Applicant Business Entity, including members of business entities that share in the ownership in the Applicant Business Entity, no matter how slight the ownership interest.
- The list of associated persons is complete and includes *all* corporate or company officers, directors (including outside or independent directors), partners, and all persons who have the ability to exercise control over the management policies of the Applicant Business Entity, along with accurate titles or positions.

Note: Business entities that own the Applicant Business Entity, in whole or in part, must provide details of their ownership structure.

On behalf of the Applicant Business Entity, I further certify under the penalty of perjury that on the date signed:

- All investments and funds used to start and/or finance this Applicant Business Entity have been disclosed and accurately reported.
- These investments and funds were obtained from fully disclosed, legal and legitimate sources.
- These investments and funds are not involved in any criminal or money laundering activity, are clear and unencumbered, and are not derived from any illegal activities.

Upon signature below the applicant also understands and agrees no change of ownership or change of location will be accepted by the State Licensing Authority, Marijuana Enforcement Division until the applicant's license(s) are approved.

Signature <i>David Manzanarez</i>	Title or Position <i>sole member</i>	Proposed Ownership % <i>100%</i>
Typed or Printed Name <i>David Manzanarez</i>	Applicant Business Entity Name <i>Sweet Leaf Pioneer LLC</i>	MED Business License # <i>403-00912</i>
Signature	Title or Position	Proposed Ownership %
Typed or Printed Name	Applicant Business Entity Name	MED Business License #
Signature	Title or Position	Proposed Ownership %
Typed or Printed Name	Applicant Business Entity Name	MED Business License #
Signature	Title or Position	Proposed Ownership %
Typed or Printed Name	Applicant Business Entity Name	MED Business License #

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Note: If there are more than four (4) owners, please use a second Marijuana Ownership and Funding Certification page (page 7 of 9).



Marijuana Enforcement Division – Statement of Understanding

I understand I am responsible for knowing and complying with all state laws and regulations governing medical and retail marijuana pursuant to the Colorado Retail Marijuana Code, sections 44-12-101 et seq., C.R.S. ("Retail Code") and the Colorado Medical Marijuana Code, sections 44-11-101 et seq., C.R.S. ("Medical Code"), as well as the rules promulgated thereunder pursuant to 1 CCR 212-1 and 1 CCR 212-2. I understand I am being made aware of the following laws and regulations and agree to comply with them, and all other applicable laws and regulations, upon issuance of my license:

I will not acquire, possess, cultivate, manufacture, test, dispense, sell, serve, deliver, transfer, transport any marijuana on the licensed premises prior to being issued a license to do so by the State Licensing Authority and receiving approval to do so by the local jurisdiction where the license is issued. (Rules M 201(E)(3)/R 201(E)(5), M 233/R 233)

I understand that the licensed premises must comply with all security and surveillance requirements set forth in the Medical Marijuana Code and/or the Retail Marijuana Code and the rules or regulations promulgated in accordance with the Codes, before the licensee can possess, cultivate, manufacture, test, dispense, sell, serve, transport or deliver any marijuana on the licensed premises. (Rules M 305, M 306/R 305, R 306)

I understand that all areas of ingress or egress to limited access areas shall be clearly identified as such by a sign as designated by the State Licensing Authority. (Rules M 301/R 301)

I understand that at all times I shall possess and maintain possession of the premises for which the license is issued by ownership, lease, rental, or other arrangement of possession of the premises. (Rules M 302/R 302; subsections 44-11-310(8)(b) and 44-12-309(7)(b), C.R.S.)

I understand I must use the State's Inventory Tracking System as my primary inventory tracking system of record, and to follow all the rules and guidelines set forth for the use of this system. (Rules M 309/R 309)

I understand that I am required to keep a complete set of all records necessary to show fully the business transactions of the licensee, all of which shall be open at all times during business hours for inspections and examination by the State Licensing Authority or its duly authorized representatives. (Rules M 901/R 901)

I understand that the water supply shall be sufficient for the operations intended and shall be derived from a source that is a regulated water system. Private water supplies shall be derived from a water source that is capable of providing a safe, potable, and adequate supply of water to meet the License Premises needs. (Rules M 504(B)(10)/R 504(B)(10))

I understand that any medical marijuana and/or retail marijuana and/or infused product must meet the labeling and packaging requirements set forth in the Medical Marijuana Code and/or the Retail Marijuana Code, and all rules or regulations promulgated in accordance with the Codes. (Rules M 1000 Series/R 1000 Series)

I understand that the licensed premises, including any places of storage where medical marijuana and/or retail marijuana and/or infused products are stored, sold, dispensed or tested, shall be subject to inspection by the state or local jurisdictions and their investigators, during all business hours and other times of apparent activity. (Rules M 1202/R 1202)

I understand that I must cooperate with employees and investigators of the Marijuana Enforcement Division who are conducting inspections or investigations relevant to the enforcement of laws and regulations related to the Medical and Retail Codes. (Rules M 1202/R 1202)

I understand that I shall not by any means, interfere with, obstruct or impede the State Licensing Authority, or employee or investigator of the Marijuana Enforcement Division from exercising their duties, pursuant to the provisions of the Medical and Retail Codes and all rules promulgated pursuant to it. (Rules M 1202/R 1202)

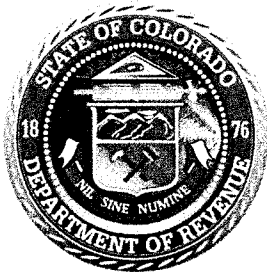
I have read all of the above information and understand my responsibilities as a medical marijuana and/or retail marijuana business licensee. I further understand that failure to comply with any law, regulation, or the provisions of this Statement, may result in criminal charges and/or may be grounds for disciplinary action including, but not limited to, the suspension or revocation of my license and a monetary penalty after an administrative hearing.

Affidavit

Licensee's Business Name <i>Sweet Leaf Pioneer LLC</i>	Business License Number <i>403-00912</i>
Licensee's Full Printed Name <i>David Matthew Manzanares</i>	Badge Number <i>M 01241</i>
Licensee's Signature <i>[Signature]</i>	Date <i>7/13/19</i>

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

SWEET LEAF PIONEER, LLC

1286 Chambers Avenue, #105, Eagle, CO 81631

Center - Type 1 - 402-00614

License Issue Date: 09/07/2018

License Valid Through: 09/07/2019

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

A handwritten signature of James Burack in black ink.

James Burack, Division Director

A handwritten signature of Michael Hartman in black ink.

Michael Hartman, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

SWEET LEAF PIONEER, LLC

0245 Marmot Lane, #5, Eagle, CO 81631

Optional Premises - 403-00912

License Issue Date: 09/07/2018

License Valid Through: 09/07/2019

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

A handwritten signature in black ink, appearing to read "James Burack", written over a horizontal line.

James Burack, Division Director

A handwritten signature in black ink, appearing to read "Michael Hartman", written over a horizontal line.

Michael Hartman, Executive Director



FEE: \$500.00

STATE OF COLORADO

TOWN OF EAGLE

BY AUTHORITY OF THE BOARD OF TRUSTEES

MEDICAL MARIJUANA CONDITIONAL LICENSE

OPTIONAL PREMISES

SWEET LEAF PIONEER, LLC
0245 MARMOT LANE, #5, EAGLE CO 81631

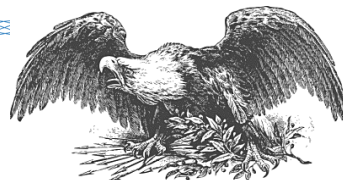
EFFECTIVE DATE OF LICENSE: SEPTEMBER 7, 2018
LICENSE EXPIRES: SEPTEMBER 7, 2019

THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO

ATTEST:

Anne McKibbin, Mayor

Jenny Rakow, Town Clerk



STATE OF COLORADO

TOWN OF EAGLE

BY AUTHORITY OF THE BOARD OF TRUSTEES

MEDICAL MARIJUANA CONDITIONAL LICENSE

CENTER—TYPE 1

SWEET LEAF PIONEER, LLC

1286 CHAMBERS AVENUE, SUITE 105, EAGLE CO 81631

EFFECTIVE DATE OF LICENSE: SEPTEMBER 7, 2018

LICENSE EXPIRES: SEPTEMBER 7, 2019

FEE: \$500.00

Town of Eagle Board of Trustees

Attest

Anne McKibbin, Mayor

Jenny Rakow, Town Clerk



INVOICE

Please send copy of invoice with payment

Town of Eagle
PO Box 609
200 Broadway
Eagle, Colorado 81631
United States

Phone: 970-328-6354
Fax: 970-328-5203
www.townofeagle.org

BILL TO

Sweet Leaf Pioneer LLC
David & Dieneka Manzanares
PO Box 2225
Eagle, Colorado 81631
United States

sweetleaf@centurylink.net

Invoice Number: 651

P.O./S.O. Number: MED2019

Invoice Date: August 8, 2019

Payment Due: September 7, 2019

Amount Due (USD): \$0.00

Service	Quantity	Price	Amount
Marijuana License Fees Renewal for MM Center Type 1 - 402-00614 825A Chambers Avenue	1	\$500.00	\$500.00
Marijuana License Fees Renewal for MM Cultivation/Optional Premises - 403-00912 0245 825A Chambers Avenue	1	\$500.00	\$500.00

Total: \$1,000.00

Payment on August 22, 2019 using cash: \$1,000.00

Amount Due (USD): \$0.00

Notes

For copies of third party billing statements, please contact us at 970-328-6354 or clerk@townofeagle.org.

Checks made payable to: Town of Eagle



STAFF REPORT ADDENDUM

To: Honorable Mayor and Town Board of Trustees

From: April Kroner, Community Development Director – Town Planner
Carrie McCool, Town Planning Consultant

Date: August 22, 2019

Agenda Items: Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site-Specific Development Plan (Vesting of Property Rights)

REQUEST:

The applicant, Dan Metzger on behalf of Brue Baukol Capital Partners, proposes to annex and zone 29.65 acres of property located just west of the Town boundary to Planned Unit Development (“PUD”) to accommodate high density residential and commercial development. In addition to the request for approval of PUD Zoning, the applicant is also requesting for the PUD Zoning Plan to be designated as a “Site-Specific Development Plan” to be vested for a period of seven (7) years.

The property is accessed by Grand Avenue to the north and Sylvan Lake Road to the east and is currently zoned Residential Suburban Medium Density (RSM) in unincorporated Eagle County. The subject property is located within the Town’s Urban Growth Boundary (UGB) pursuant to the Eagle Area Community Plan, and the Community Plan recommends annexation of properties that are contained within the UGB.

The PUD Zoning Plan provides for five planning areas within the PUD across 29.65 total gross acres. These five planning areas include two open space planning areas, OS-1 and OS-2; one residential planning area, HD/PUD-2; and two mixed use planning areas, HD/PUD-1 and HD/PUD-3. In short, the PUD would allow for a maximum overall residential density of 16.86 units per acre; a minimum overall residential density of 6.5 units per acre; a maximum of 30,000 square feet of commercial floor area (envisioned along Sylvan Lake Road and/or Grand Avenue); and a minimum of 9.22 acres of open space.

BACKGROUND:

On March 13, 2018, the Board of Trustees passed a resolution finding the Annexation Petition for Reserve at Hockett Gulch to be in substantial compliance with Section 31-12-107(1) C.R.S. This resolution also set the date for the public hearing to determine if the proposed annexation complies with the Colorado Constitution and applicable sections of the Colorado Revised Statutes.

The Planning and Zoning Commission considered the Reserve at Hockett Gulch PUD Zoning Plan and Site Specific Development Plan (vesting of property rights) on February 5, 2019, and unanimously recommended approval with the following conditions.

1. OS-1 and OS-2 shall only be allowed to be reduced in acreage (at a maximum of 10%) provided that the gross acreage is not reduced, if compliance with open space and municipal park land dedication requirements as proposed is maintained.
2. Guest parking for multi-family uses may only be eliminated if general parking spaces are not assigned specifically for residents, thereby offering guest parking options, excluding the individual garages that would be separately rented.
3. HD/PUD 1 and 2 shall not have any single-family residential zoning.

A public hearing before the Town Board of Trustees was conducted on March 12, 2019. A copy of the Staff Report can be accessed [here](#). The public hearing meeting minutes are included as Attachment 9.

In response to feedback at the hearing and public comments, the applicant has submitted revised application materials accordingly. This staff report addendum highlights the key changes that have been made since the March 12, 2019, public hearing, provides an analysis per the respective Code requirements and an overview on how the recommended conditions of approval have been addressed in the wake of those changes.

ANALYSIS:

Water and Sewer Service Water and Sewer Plant Invest Fees, Raw Water Irrigation Credit, Cash-in-Lieu.

Town Staff and Applicant's team met on numerous occasions to discuss water matters – dedication of water rights, payment of water and sewer plant investment fees (PIF), raw water irrigations system and payment of cash-in-lieu of water rights dedication.

The prior owner of this parcel entered into an agreement with the Town in 1981 pursuant to which it dedicated senior water rights in the Ditch No. 3 and in return received a credit of 88 EQR for when the property was annexed into the Town and receiving water service. Applicant retains 13.1 acre-feet of historic consumptive use associated with this Ditch No. 3 water right which will be dedicated to the Town upon annexation for use in the raw water irrigation system.

As proposed, the full buildout of this development will be approximately 500 units with an EQR rating of 396.2. Applicant will be providing a raw water irrigation system, resulting in an EQR credit of 35.72. A formula for calculating this credit at the time payment is due is provided in Section 8.a of the Annexation Agreement. Payment of the water and sewer PIF will both receive the raw water irrigation credit and payment will occur at building permit at the then applicable Town rate in accordance with the Town EQR schedule.

After the dedication of water rights from Ditch No. 3 to serve the raw water system, there are no other water rights associated with this parcel. Therefore, Applicant has agreed to pay a lump sum cash-in-lieu of water rights dedication of \$3500 per EQR x 272.5 EQR (396.2 EQR-35.7 EQR – 88 EQR) for a total of \$953,750.00. However, Staff and Applicant are in disagreement as to the timing of this payment. Such is addressed in Section 8.d of the Annexation Agreement, which is restated here. First is the Staff recommended version, second is the Applicant's proposal. In earlier discussions between the Staff and the Board, the Board directed Staff to request this payment upon annexation.

Reasons for payment at annexation:

Regarding the cash-in-lieu of dedication of water rights, this is not an impact fee. Applicant does not have sufficient water rights to dedicate to the Town pursuant to Code; therefore, it must pay cash-in-lieu. The timing for such payment is at annexation, which is when the conveyance and dedication of water rights would be required. Yes, it is for the full potential development as provided in the PUD Guide because the Town must be adequately covered for any potential development on the property, and to be able to purchase sufficient water to serve the Development, if needed, especially since there are vested rights attached. The Town is merely substituting cash for buckets of water (since the latter is not available in this instance). This is the only payment the Town is requiring at annexation. The cash-in-lieu due is \$953,750 (\$3500 x 272.5 EQRs):

Applicable excerpts from the Town Code:

Section 12.26.010. - Intent and purpose.

- A. It is the intent and purpose of this chapter to further the health, safety and welfare of the citizens of the Town by requiring the dedication of water rights prior to the extension of treated or raw water service to new customers and to thereby ensure an adequate and stable supply of water to the Town service area; to prevent the abandonment of water rights to the detriment of the Town; to ensure the financial stability of the Town water utility; and to promote the general welfare of the public.
- B. This chapter, in part, provides a supplemental requirement for annexation pursuant to Chapter 4.15 and the Municipal Annexation Act of 1965, C.R.S. § 31-12-101 et seq., and is not to be construed as altering, modifying, eliminating or replacing any requirements set forth therein.

Section 12.26.030. - Basic dedication requirement.

- A. A dedication and transfer of direct flow and/or storage water rights to the Town shall be required:
 - 1. Prior to the approval of the annexation of any land to the Town;
 - 2. Prior to all extensions of municipally treated water service outside the Town limits as they existed on the effective date of the ordinance from which this chapter is derived as originally codified; or
 - 3. Prior to the subdivision or replatting of any land now located within the Town, if such subdivision or replatting requires a change of zone district.
- D. The basic requirement shall be satisfied by the person seeking approval of annexation, subdivision, replatting, or the extension of municipally treated water service, whether or not that person will be the ultimate user(s).

Section 12.26.050. - Procedure.

- A. In accordance with the basic requirements set forth in Section 12.26.030, the Town Manager shall determine, after consultation with a person or persons skilled in the knowledge of water rights, whether the water rights proposed for dedication pursuant to the provisions of this chapter will be of sufficient legal priority under the laws of the State to ensure the Town's ability to meet the service demands of the new user. This determination will be aided by a historic use affidavit or engineering report provided by the new user.
- B. The Town shall have the right, in its sole discretion, to accept or reject any water rights proposed for dedication pursuant to the provisions of this chapter which the Board has determined do not have sufficient legal priority. If the Board determines that the water rights proposed fail to satisfy the basic dedication requirement, the following alternatives, or combination thereof, may be used to otherwise satisfy the basic dedication requirement:

1. The person required to comply with the basic dedication requirement may pay to the Town a cash amount equal to the fair market value of the water rights necessary to satisfy the basic dedication requirement.
2. The Town Manager may, in his discretion, negotiate with the new user to establish other terms or conditions which shall constitute compliance with the basic dedication requirement of this chapter.

The language that is in disagreement is highlighted:

Staff Version:

8.d. *Cash-in-lieu of Water Rights Dedication for Potable System.* After the dedication of Developer's remaining interest in the Ditch No. 3 water right described above for use in the raw water irrigation system, Developer does not have any remaining water rights associated with the Annexed Property to dedicate to meet the water rights dedication requirements set forth in Code § 12.26.030. Therefore, upon the effective date of the annexation of the Property, Developer shall pay \$3,500 per EQR for 272.5 EQR for a total of \$953,750. Such payment is not an impact fee as it is paid in lieu of the water rights dedication required by Code § 12.26.030 – a substitution of cash for buckets of water to ensure that the Town has sufficient cash to purchase water that may be necessary to serve the Development as set forth in Code § 12.26.010. Code Chapter 12.26 provides a supplemental requirement for annexation pursuant to Code Chapter 4.15 and the Municipal Annexation Act of 1965, C.R.S. § 31-12-101 et seq., and is not to be construed as altering, modifying, eliminating or replacing any requirements set forth therein.

Applicant Proposal:

8.d. *Cash-in-lieu of Water Rights Dedication for Potable System.* After the dedication of Developer's remaining interest in the Ditch No. 3 water right described above for use in the raw water irrigation system, Developer does not have any remaining water rights associated with the Annexed Property to dedicate to meet the water rights dedication requirements set forth in Code § 12.26.030. Therefore, upon the approval of the first building permit for the Development and prior to Developer receiving such building permit, Developer shall pay \$3,500 per EQR for 272.5 EQR for a total of \$953,750. Such payment is not an impact fee as it is paid in lieu of the water rights dedication required by Code § 12.26.030 – a substitution of cash for buckets of water to ensure that the Town has sufficient cash to purchase water that may be necessary to serve the Development as set forth in Code § 12.26.010. Code Chapter 12.26 provides a supplemental requirement for annexation pursuant to Code Chapter 4.15 and the Municipal Annexation Act of 1965, C.R.S. § 31-12-101 et seq., and is not to be construed as altering, modifying, eliminating or replacing any requirements set forth therein.

Calculation of Building Height

At the March 12th public hearing, the measurement of building height was discussed wherein the applicant was asked if they were amenable to having the ultimate building height measured to the highest point of the roof rather than the mid-point. As such, the applicant has proposed an alternative calculation of building height, taking the measurement to the highest point of the roof from existing or proposed grade whichever is more restrictive. Staff finds the revised rule of measurement furthers efforts to address affordable housing needs by removing regulatory barriers to multi-family housing development as well as providing a simple, easy to understand the method of calculating building height.

Local Employee Residency Program (LERP)

Board discussions regarding the applicant's LERP proposal included management of rental units through the IGA with the County, income and resale caps/amounts, how financing for the project is related to deed-

restricted units as well as the target group of citizens the program is aimed at assisting the missing middle (those citizens that make too much for assistance but cannot quite afford typical market-rate housing (i.e., single-family detached)).

To address concerns regarding affordability aspects of for-sale units, staff recommended requiring income limits to be set between 90-100% of AMI. The updated Annexation Agreement reflects an increase in a percentage of deed-restricted for-sale units or covenant restricted rental units from 30% to 45% and the percentage of deed-restricted for-sale units has been increased from 10% to 15% with household income restricted to 100% of AMI.

At the time this report addendum was prepared, legal counsel were still working out the precise language of the deed restriction and rental restriction forms, both of which will be attached to the Annexation Agreement. We anticipate the forms to be ready before the meeting.

Municipal and Park Land Dedication

Staff has worked with the applicant to devise creative solutions to offset the deficient land dedication municipal and park land dedication to meet community needs. One of those elements included the construction of a waterless vault toilet within the Town's open space along Sylvan Lake Road. The Annexation Agreement includes language that requires the Developer, at its cost, to construct a waterless vault toilet system restroom as shown on the PUD. It also states that the Town may instead require the Developer to install a water and sewer-serviced restroom, provided that the cost of designing and constructing the restroom shall be allocated between the Developer and the Town. Staff finds that construction of a waterless vault toilet or cost sharing to provide for a water and sewer-serviced restroom on Town open space in addition to the other proposed improvements will adequately compensate the need for the additional 7.5 acres of park land dedication.

PUD Guide – Planning and Zoning Commission Conditions of Approval

1. *Open Space Acreage Reduction Limitation.* Through the development review process, staff raised concerns regarding the applicant's proposal to allow the open space acreages of OS1 and OS2 to be reduced by 10% if needed to accommodate final platting. Town Staff found the requested deviation acceptable as long as the PUD Guide included language that the open space acreage could be reduced at a maximum of 10% each, provided that the gross acreage is not reduced, if compliance with open space and municipal park land deduction requirements as proposed is maintained. The applicants revised the PUD Guide text related to OS1 and OS2 maximum 10% reduction would be allowed so long as compliance with open space and park land dedication requirements is maintained. Staff finds that the Planning and Zoning Commissions' first condition of approval related to open space acreage reduction limitation has been adequately addressed.
2. *Guest Parking for Multi-Family Uses.* The applicant requested a deviation from the guest parking requirements associated with multi-family uses. Although a parking study indicating that parking rates provided exceed industry standard, staff noted concern that there may be potential impacts if unit counts exceed 2 occupants per dwelling unit. Staff supports the proposed variation to eliminate required guest parking if parking spaces are not assigned specifically for residents; thereby increasing parking options for guests. As such, the PUD Guide has been revised to state that excluding garage parking spaces, parking spaces will not be assigned for specific residence. Staff finds that condition of approval #2 of the March 12th Staff Report has been adequately addressed.

3. *Prohibiting single-family residential uses in HD/PUD 1 and 2.* The original submittal proposed to allow single family residential as a use by right throughout the project. The Planning and Zoning Commission noted concerns about allowing single family and discussed removing it from the PUD as they found that the site was good for high density development given its proximity to infrastructure and transit. Additionally, the Commission was looking for higher density development to address housing affordability and allowing single family would be a very awkward transition between high and low density. The Commission conditioned their recommendation of approval to remove of single family residential component in HD/PUD 1 and 2. The applicant has eliminated single family residential as an allowed use by right in HD/PUD 1 and 2 thereby, adequately addressing the Commission's condition of approval #3.

PUBLIC COMMENT:

Staff has received 41 letters of public comment, see Attachment 8, which includes all comments received as of 12 p.m. on August 21, 2019. Letters received after this time will be gathered and entered into the public record at the hearing.

BUDGET:

Since the March 12, 2018 public hearing, the applicant has updated the Fiscal Impact Analysis (attached). The proposal now includes a real estate transfer assessment of 2% on the sale of any parcel or structure that contains vertical improvements constructed after the effective date of the ordinance approving the PUD. The fee would be paid to the Town at closing on all arms-length sales (sales among related entities excluded), with a fee cap of \$250,000 on any single transaction. This fee will be paid directly to the Town in connection with any closing. The funds will generate approximately \$663,000 during years 2025-2028 from initial sales and could generate approximately \$80,000 annually from secondary sales beginning in 2027. Additionally, the applicant will pay all impact fees which includes the newly adopted public safety impact fee. This fee will ensure that the Eagle Police Department's facilities and equipment needed to support new development will meet or exceed the adopted level of service standards established by the Town for public safety services.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The Town of Eagle Strategic Plan provides guidance for this project in Major Objective 5: Stimulate Economic Vitality, Development, and Major Objective 8: Improve Housing Availability and Affordability. The following is an overview of the concepts for which the subject proposal is found to comply:

1. Major Objective #5: The PUD has the potential to stimulate economic vitality by providing opportunities for economic development and incorporating standards that enhance the look, feel, and experience of Eagle; maintaining the small town feel and great place to raise a family; and continuing to advance Eagle as a government, business, and recreational hub for the region.
2. Major Objective #8: The PUD improves housing availability and affordability by providing workforce housing opportunities and a mix of unit types in a walkable neighborhood that can support diverse populations.

Staff finds that the proposal generally meets the standards set by the Community and Strategic Plans. This project falls in line with the intended use, character, and design established by these plans.

RECOMMENDED ACTION OR POTENTIAL MOTIONS:

Staff recommends **approval** of the Reserve at Hockett Gulch Annexation.

Staff recommends **approval** of the Reserve at Hockett Gulch PUD Zoning Plan and Site-Specific Development Plan (Vested Property Rights).

Potential Motions:

Annexation

Below are the Board of Trustees options related to the Annexation request:

- 1) I find the applications substantially meets the criteria above, and move to **APPROVE** the Annexation, request with no conditions.
- 2) I find that the Applicant has not provided sufficient information to review the application per the criteria above and move to **CONTINUE** the Annexation request to the next regularly scheduled meeting.
- 3) I find that the application does not substantially meet the criteria above and move to **DENY** the Annexation request.

Planning Unit Development (Zoning) and Site-Specific Development Plan

Below are the Board of Trustees options related to the PUD Zoning and Site-Specific Development Plan (Vested Property Rights) requests:

- 1) I find the applications substantially meets the criteria above, and move to **APPROVE** the PUD Zoning, and Site-Specific Development Plan (Vested Property Rights), requests with no conditions.
- 2) I find the application substantially meets the criteria above, and move to **APPROVE** the PUD Zoning, and Site-Specific Development Plan (Vested Property Rights) requests to the with the following conditions of approval:

<insert conditions of approval>
- 3) I find that the Applicant has not provided sufficient information to review the application per the criteria above and move to **CONTINUE** the PUD Zoning, and Site-Specific Development Plan (Vested Property Rights) requests to the next regularly scheduled meeting.
- 4) I find that the application does not substantially meet the criteria above and move to **DENY** the PUD Zoning, and Site-Specific Development Plan (Vested Property Rights) requests.

ATTACHMENTS:

1. Annexation Map dated June 4, 2019
2. Annexation Agreement
3. Annexation Ordinance
4. PUD Zoning Plan Map dated August 13, 2019
5. PUD Guide dated August 13, 2019
6. PUD Concept Plan dated January 15, 2019
7. PUD Ordinance
8. Fiscal Impact Analysis dated May 20, 2019
9. Public Comment Summary Memorandum

10. Board of Trustees Public Hearing Meeting Minutes - March 12, 2019

CERTIFICATE OF OWNERSHIP

BCP-EAGLE I, LLC, A COLORADO LIMITED LIABILITY COMPANY being the sole owner of 100 percent of the property exclusive of streets and alleys herein, to wit:

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, PL5 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, PL5 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, PL5 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 S7°43'16"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 1479.06 FEET, A TANGENT OF 52.17 FEET, A DELTA ANGLE OF 4°02'24" AND A CHORD THAT BEARS S83°16'19"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 50°59'23" E 1.63 FEET TO A ROUND BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE 540°59'23" E 808.14 FEET TO A FOUND 2" BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE 57°48'45" E 1526.35 FEET TO A POINT ON THE TRACT LINE BETWEEN CORNER NO. 1 AND CORNER NO. 4 OF TRACT 49, FROM WHICH CORNER NO. 6, A 3" ALUMINUM CAP ON AN ALUMINUM PIPE, PLS NO. 23069 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 497.55 FEET TO THE POINT OF BEGINNING.

Containing 29.65 Acres more or less.

Have by these presents laid out and platted the same as shown hereon and designate the same as Reserve at Hocket Gulch Addition to the Town of Eagle, Eagle County Colorado.

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

Owner: BCP-EAGLE I, LLC, A COLORADO LIMITED LIABILITY COMPANY
1555 BLAKE ST STE 210
DENVER, CO 80202-1866

By: _____ as _____

STATE OF COLORADO }
COUNTY OF _____ } ss

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of BCP-EAGLE I, LLC, A COLORADO LIMITED LIABILITY COMPANY.

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

Notary Public

CLERK AND RECORDER'S CERTIFICATE

This map was filed for record in the Eagle County Office of the Clerk and Recorder at ____o'clock____, on this day of _____, 20__, and is duly recorded at Reception No. _____

Eagle County Clerk and Recorder

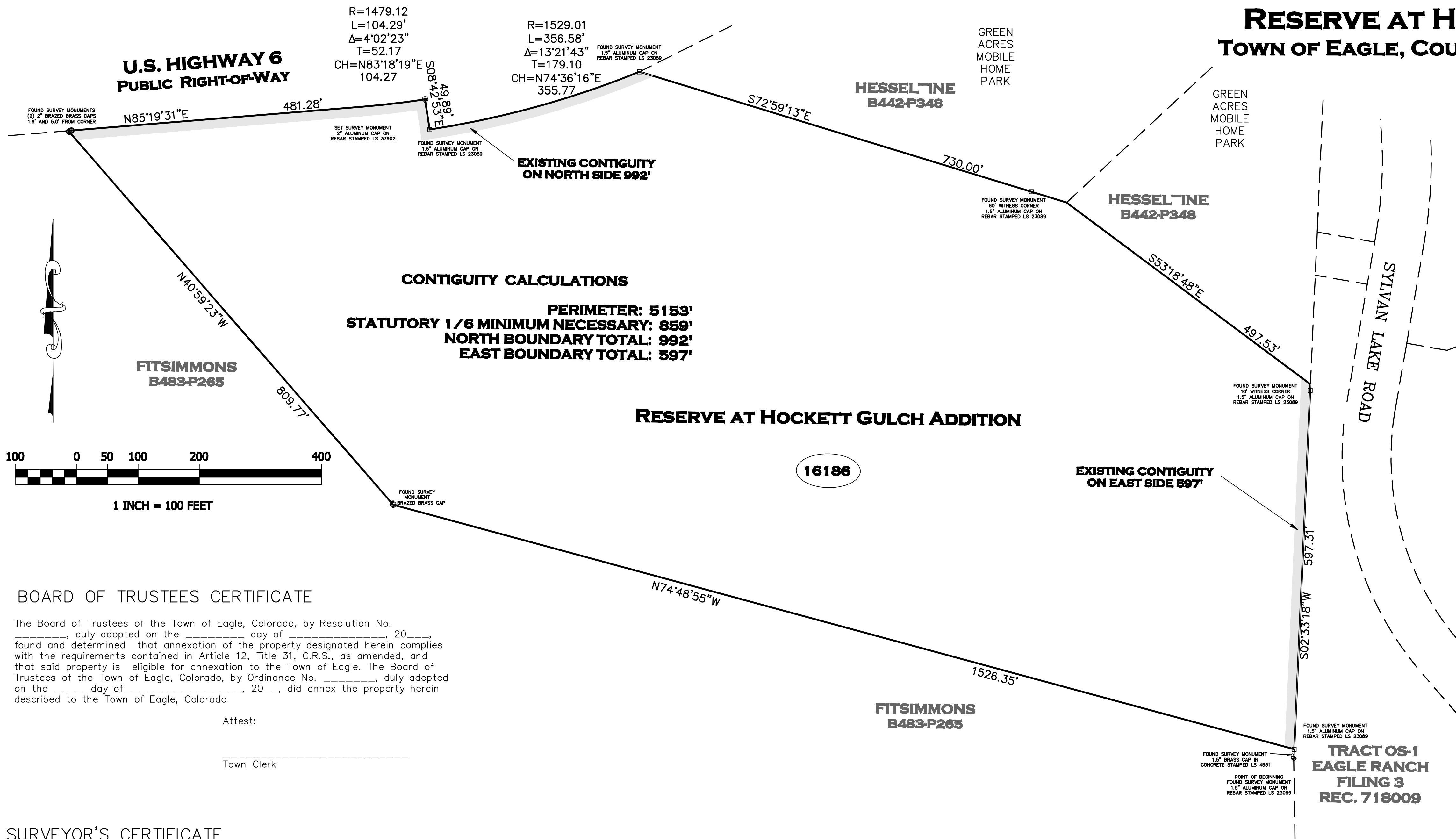
By: _____
Deputy

Lineal Units of the U.S. Survey Foot were used herein.

ANNEXATION MAP
LOCATED IN TRACTS 49 AND 50 OF SECTIONS 5
AND 6, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF
THE SIXTH PRINCIPAL MERIDIAN
RESERVE AT HOCKETT GULCH ADDITION
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

DRAWN BY: TJA	JOB NUMBER: 15213	DRAWING NAME: 15213_ANNEX.dwg
SHEET 1 OF 1	DATE: 02-01-2016	CHECKED BY: MSS

any intellectual property right, in the contents hereof & all surveys, certificates and/or related documents created, drafted, sorbed or stamped by this firm. The certificates, maps, plots, surveys, exhibits and any other contents herein are not to be reproduced, printed, published, posted, displayed, incorporated, stored in or scanned into a retrieval system or database, transmitted, bartered or sold, in whole or in part without the prior express written permission of the sole author, who is, unless otherwise denoted, Theodore Jacob Archibute. Unauthorized duplication, transfer to another party, or future use by any individual or entity other than the author is prohibited. The contents of this document are provided under the provisions of the Copyright (CSR) Statutory Declaration (Board Rule 6.2.2) Contents herein: I) have been performed by the professional land surveyor or under the professional land surveyor's responsible charge II) are based upon the professional land surveyor's knowledge, information and belief II) are in accordance with applicable standards of practice IV) are not a warranty or warranty, either expressed or implied.



BOARD OF TRUSTEES CERTIFICATE

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

Attest:

Town Clerk

SURVEYOR'S CERTIFICATE

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

Executed this ____ day of _____, 20__



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

TITLE CERTIFICATE

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

EXECUTED this ____ day of _____, 20__.

Title Examiner

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

REVISED 03-07-2018 TJA PER TOWN COMMENTS
REVISED 01-29-2018 TJA CHANGED NAMES

Reserve at Hockett Gulch Revenues at Stabilization - 2027

Revenue Source - Town of Eagle	Occurrence	Projected Total Amount
Sales Tax Revenues - General Fund	Annual	401,960
Property Tax - General Fund	Annual	35,342
Water User Fees	Annual	337,187
Sewer User Fees	Annual	336,120
Other Revenues (fines, charges, misc)	Annual	137,010
Conservation Fund Revenues	Annual	6,230
Real Estate Transfer Assesment	Annual	82,500
Total	Annual	\$ 1,336,349
One Time Fees - Town of Eagle		
Water Plant Improvement Fees	One time fee	4,251,137
Sewer Plant Investment Fees	One time fee	3,593,000
Street Improvement Fees	One time fee	366,465
Grand Ave. Street Improvement Fees	One time fee	949,550
Construction Use Tax	One time fee	3,483,400
Licenses and Building Permits	One time fee	1,069,500
Inspection Fees	One time fee	500,000
Real Estate Transfer Assesment	One time fee	662,500
Water Dedication Fee	One time fee	949,550
Public Safety Impact Fee	One time fee	668,800
Park Land Dedication Fee	One time fee	50,000
Total		\$ 16,543,902
One Time Fees - Others		
GEFPD - Fire Impact Fees	One time fee	424,536
School Land Dedication Fee	One time fee	207,328
Total		\$ 631,864
Others receiving revenues		
Eagle County	Annual	123,915
School District	Annual	363,217
GEFPD	Annual	145,800
WECMRD	Annual	53,217
Library District	Annual	40,095
Eagle Cemetery District	Annual	3,587
Ambulance District	Annual	40,139
Colorado Mountain College	Annual	58,276
Colorado River Water Conservation District	Annual	3,703
Total		\$ 831,949

Stan Bernstein and Associates, Inc.

Financial Planners and Consultants

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

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

MEMORANDUM

TO: Mr. Dan Metzger, Sr. Vice President, Brue Baukol Capital Partners

FROM: Amy Greer

DATE: May 20, 2019

SUBJECT: Analysis of Potential Incremental Town of Eagle Revenues Generated, and General Fund Expenditures Incurred as a result of the Reserve at Hockett Gulch PUD

In accordance with your request Stan Bernstein and Associates, Inc. has developed this **ANALYSIS OF POTENTIAL INCREMENTAL TOWN OF EAGLE REVENUES GENERATED, AND GENERAL FUND EXPENDITURES INCURRED, AS A RESULT OF THE RESERVE AT HOCKETT GULCH PUD** (the “Fiscal Impact Analysis”).

THE RESERVE AT HOCKETT GULCH PUD

The Fiscal Impact Analysis is based upon the construction of a total of 500 residential units and 30,000 square feet of commercial space. It is expected that buildout will be complete by the end of 2025 with an aggregate non-inflated value of approximately \$175.25 million as set forth on Schedule 1. Based upon an average occupancy of 1.80 persons per home it is projected that The Reserve at Hockett Gulch will generate approximately 900 full-time equivalent incremental residents at full-buildout.

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

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

- **General Fund (Exhibit I, page 1)** Incremental General Fund revenues are forecasted to exceed incremental expenditures by approximately \$109,957 annually at stabilization (year 2027). It should be understood that Exhibit I assumes that only 3% of the incremental Town of Eagle's 4% sales tax revenues will be used to fund incremental General Fund expenditures (i.e., the remaining 1% incremental sales tax revenues will be transferred to the Town of Eagle's Capital Improvements Fund).
- **Capital Improvement Fund (Exhibit II, page 2)** Incremental Capital Improvement Fund revenues, which include street impact fees, Grand Avenue street impact fees, 4% construction use tax revenues, and 1% of the incremental sales tax revenues, are forecasted to generate in excess of \$5.35 million on a non-inflated basis during the analysis period. These revenues will be available to fund incremental capital expenditures necessitated by the Town of Eagle.
- **Sales Tax Capital Improvement Fund (Exhibit III, page 3)** Incremental Sales Tax Capital Improvement Fund revenues, which include 0.5% sales tax revenues, are forecast to generate in excess of \$291,000 on a non-inflated basis during the analysis period. These revenues will be available to fund the debt service for the River Park, as well as fund other Town park and pathway capital improvements necessitated by the Town.
- **Water Fund (Exhibit IV, page 4)** Incremental Water Fund user fee revenues are forecast to generate approximately \$337,000 annually at full buildout. These revenues will be available to defray water utility operating costs and for transfer to the General Fund. Incremental Water Fund plant investment fee revenues are based on a total of 395.0 EQR's per the Town of Eagle code and total approximately \$4.25 million. This assumes a tap fee rate of \$9,258 per EQR in 2019 with 15% annual increases in 2020 - 2022 and 3% annual increases thereafter. It is assumed that these revenues will be used to pay water utility related capital and/or debt service costs.
- **Wastewater Fund (Exhibit IV, page 4)** Incremental Wastewater Fund user fee revenues are forecast to generate approximately \$340,000 annually at stabilization. These revenues will be available to defray wastewater utility operating costs and for transfer to the General Fund. Incremental Sewer Fund plant investment fee revenues are based on 395.0 EQR's per the Town of Eagle code and total approximately \$3.59 million.

APPROACH, METHODOLOGY AND UNDERLYING ASSUMPTIONS

Stan Bernstein and Associates, Inc. believes that the most understandable way to assess The Reserve at Hockett Gulch revenue and expenditure impacts to the Town of Eagle is to identify (i) the incremental General Fund revenue and expenditure impacts, and (ii) the individual revenue impacts for the Town of Eagle's Capital Improvements Fund, Water Fund, Wastewater Fund, and Refuse Fund. Although not a direct revenue impact to the Town of Eagle, the incremental Fire Impact Fee revenues have also been identified. The incremental revenue and expenditure impacts have been identified for the years ending December 31, 2019 through 2028.

Incremental Town of Eagle Assessed Valuation. Incremental assessed valuation expected to be generated as a result of The Reserve at Hockett Gulch is forecast to increase from approximately \$130,260 in 2018 to approximately \$14.58 million for tax collection year 2027 as set forth on Schedule 1. Assessed valuation is expected to increase as a result of the completion of residential units and commercial square feet. Assessed valuation forecasts do not include the impacts of inflation and assume commercial property will be assessed at 29% of market value and residential units will be assessed at 7.20% of market value.

Incremental Town of Eagle Property Tax Revenues. Incremental Town of Eagle property tax revenues expected to be generated from The Reserve at Hockett Gulch are forecast to increase from \$316 for tax collection year 2020 to \$35,342 by tax collection year 2027 as presented on Exhibit I, page 1. This assumes that the Town of Eagle General Fund mill levy remains 2.424.

Incremental Town of Eagle Sales and Use Tax Revenues. Non-inflated incremental Town of Eagle 4% sales tax revenues expected to be generated from Reserve at Hockett Gulch are forecast to increase from \$160,784 for tax collection year 2021 to \$401,960 by tax collection year 2026 as presented on Schedule 2, page 9. Sales tax revenues have been forecasted for the Town of Eagle's General Fund (3%) and Capital Improvements Fund (1%). The sales tax revenue forecasts assume that an average of 1.8 persons will occupy each completed living unit; it is assumed that 100% of residential living units will be occupied for a full-year. It is assumed that each "full-year equivalent household" will generate incremental sales-taxable expenditures averaging \$20,098 annually (this level of expenditure was calculated by dividing the year 2018 budgeted taxable sales (\$92.45 million) by the number of Town of Eagle households (2,300) which results in an average taxable expenditure per capita of \$40,197 which has been factored by 50% to compensate for expenditures incurred by non-Eagle related I-70 travelers).

Non-inflated 4% Town of Eagle construction materials use tax revenues expected to be generated from The Reserve at Hockett Gulch are forecast to generate approximately \$3.48 million during 2020 through 2025 and be used to fund capital improvements (i.e., these revenues are earmarked for the Town of Eagle's Capital Improvements Fund). This does not account for any use tax refunds that may be issued by the Town. The construction materials use tax revenue forecasts assume that the

average non-inflated construction value of an average home is \$332,500 excluding land and builders' profit and that 50% of such costs will be for construction materials.

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

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

Department	Variable Cost %	Allocation per Household
General Government	10%	\$21.03
General Administration	33%	\$121.07
Building, Zoning , Planning	65% of Inspection Fees	N/A
Public Works – Streets	10%	\$64.00
Engineering	33%	\$44.67
Buildings & Grounds	50%	\$144.55
Public Safety	50%	\$370.21
Municipal Court	33%	\$6.68
Information Center	33%	\$32.31
Marketing and Events	10%	\$14.99

No new roadways (other than those internal to the development) are proposed within the Town of Eagle. Internal roads within Hockett Gulch will remain private and be maintained as such. These incremental General Fund Expenditures are presented on Exhibit I, page 1.

Incremental Town of Eagle Water, and Wastewater Fee Revenues. Incremental Water Plant Investment Fee revenues are based on a total of 395.0 EQRs per the Town of Eagle code and total approximately \$4.25 million. This assumes a plant investment fee rate of \$9,258 per EQR and include 13% increases during 2020 -2022 and

3% annual increases thereafter. Water User Fee revenues are based upon a monthly base rate of \$35.29 per dwelling unit, a user fee of \$1.50 per 0 – 6,000 gallons of water used (assumes average usage of 3,000 gallons per household), and an average monthly usage surcharge rate of \$12.50 per dwelling unit and are forecast to generate approximately \$337,000 annually at full-buildout.

Incremental Water Dedication Fees are based on \$3,500 per EQR and total approximately \$950,000.

Incremental Sewer Plant Investment Fee revenues are based on 395.0 EQR's per the Town of Eagle code and total approximately \$3.59 million. This assumes an average Sewer Plant Investment Fee rate of \$10,000 per EQR in 2019 and 0% annual increases per the Town. Sewer User Fee revenues are based upon an average monthly base rate per dwelling unit of \$56.02 and are forecast to generate approximately \$340,000 annually at full-buildout.

Incremental Town of Eagle Street Improvement Fee, Public Safety Impact Fee, Refuse User Fee, and Fire Impact Fee Revenues. Incremental Street Improvement Fee revenues, which are earmarked for the Town of Eagle's Capital Improvements Fund, have been based upon an average one-time single-family residential rate of \$1,016, multifamily residential rate of \$646, restaurant rate of \$3,613 and commercial rate of \$1,016 per 1,000 square feet of commercial space. They are forecast to generate approximately \$366,465 from 2019 through 2024.

Incremental Grand Avenue Street Improvement Fee revenues are based on \$3,500 per EQR and total approximately \$950,000.

Incremental Public Safety Impact Fee revenues are based on \$1,319 per dwelling unit and \$0.31 per commercial square foot and total approximately \$669,000.

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

A park land dedication fee of \$50,000 will be paid upfront to the Town of Eagle by the applicant.

School land dedication fees are estimated at \$207,328 (based on \$155,000 per acre).

Although not a revenue source to the Town of Eagle, incremental Fire Impact Fee revenues are based upon one-time impact fee rates of \$806.40 per multi family dwelling unit and \$711.20 per 1,000 square feet of commercial. Fire Impact Fee revenues are forecast to total \$424,536 during the analysis period.

Real Estate Transfer Assessment – A 2% Real Estate Transfer Assessment is assumed on initial and secondary sales of all townhome and condominium units. A 2% Real Estate Transfer Assessment is also assumed on all other sales transactions, with a maximum of \$250,000 on any one single transaction. The Real Estate Transfer Assessment is estimated to generate approximately \$663,000 during years 2025 – 2028 from initial sales and could generate approximately \$80,000 annually from secondary sales beginning in 2027. This revenue would be earmarked by the Town for street and traffic improvements, workforce housing improvements, and public safety improvements.

LIMITING FACTORS

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

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

Very truly yours,

STAN BERNSTEIN AND ASSOCIATES, INC. (signed)
Stan Bernstein and Associates, Inc.

RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
GENERAL FUND
FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028
2019\$ (NO INFLATION)

Working Draft, Subject To Change
20-May-19

EXHIBIT I - PROJECTED GENERAL FUND REVENUES AND EXPENDITURES

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
GENERAL FUND - REVENUES:											
TAXES:											
General Property @ 2.424 Mills (See Schedule 1)	0	316	2,424	12,120	12,120	12,120	21,816	21,816	35,342	35,342	153,416
Sales Tax for General Fund @ 4% (See Schedule 2)	0	0	160,784	160,784	160,784	321,568	321,568	401,960	401,960	401,960	2,331,368
Franchise Taxes @ \$91.78 per Household	0	0	18,356	18,356	18,356	36,712	36,712	45,890	45,890	45,890	266,162
Total Taxes	0	316	181,564	191,260	191,260	370,400	380,096	469,666	483,192	483,192	2,750,946
LICENSES AND PERMITS:											
Building Permits @ .006 x Cost of Construction	0	399,000	0	0	399,000	0	271,500	0	0	0	1,069,500
Total Licenses and Permits	0	399,000	0	0	399,000	0	271,500	0	0	0	1,069,500
INTERGOVERNMENTAL REVENUE:											
Motor Vehicle License Fee @ \$13.04 per household	0	0	2,608	2,608	2,608	5,216	5,216	6,520	6,520	6,520	37,816
Specific Ownership @ 7.8% of Property Taxes	0	25	189	945	945	945	1,702	1,702	2,757	2,757	11,966
Cigarette Tax @ \$4.78 per household	0	0	956	956	956	1,912	1,912	2,390	2,390	2,390	13,862
Road & Bridge Fund @ .6795 mills (50% of County R&B Fund)	89	680	3,398	3,398	3,398	6,116	6,116	9,907	9,907	9,907	52,913
County Sales Tax @ 3.4% of 4% Town sales taxes	0	0	5,467	5,467	5,467	10,933	10,933	13,667	13,667	13,667	79,267
Total Intergovernmental Revenue	89	704	12,617	13,374	13,374	25,122	25,878	34,185	35,240	35,240	195,824
CHARGES FOR SERVICES:											
Inspections and Reimbursables @ \$1,000 per unit(construction related)	0	200,000	0	0	200,000	0	100,000	0	0	0	500,000
Total Charges For Services	0	200,000	0	0	200,000	0	100,000	0	0	0	500,000
FINES AND FORFEITURES:											
Fines and Forfeitures @ \$56.04 per household	0	0	11,208	11,208	11,208	22,416	22,416	28,020	28,020	28,020	162,516
Total Fines and Forfeitures	0	0	11,208	11,208	11,208	22,416	22,416	28,020	28,020	28,020	162,516
MISCELLANEOUS REVENUE:											
Interest & Other @ \$147.50 per household	0	0	29,500	29,500	29,500	59,000	59,000	73,750	73,750	73,750	427,750
Total Miscellaneous Revenue	0	0	29,500	29,500	29,500	59,000	59,000	73,750	73,750	73,750	427,750
TOTAL GENERAL FUND REVENUES	89	600,020	234,889	245,342	844,342	476,938	858,890	605,621	620,202	620,202	5,106,535
GENERAL FUND - EXPENDITURES:											
GENERAL GOVERNMENT @ 10% variable = \$21.03 per household	0	0	4,206	4,206	4,206	8,412	8,412	10,515	10,515	10,515	60,987
GENERAL AND ADMINISTRATION @ 33% variable = \$121.07 per household	0	0	24,214	24,214	24,214	48,428	48,428	60,535	60,535	60,535	351,103
BLDG, ZONING, PLANNING (65% of Inspection Fees + Reimbursements)	0	389,350	0	0	389,350	0	241,475	0	0	0	1,020,175
PUBLIC WORKS - STREETS @ 10% variable = \$64.00 per household	0	0	12,800	12,800	12,800	25,600	25,600	32,000	32,000	32,000	185,600
ENGINEERING @ 33% variable = \$44.67 per household	0	0	8,934	8,934	8,934	17,868	17,868	22,335	22,335	22,335	129,543
PUBLIC SAFETY - POLICE @ 50% variable = \$370.21 per household	0	0	74,042	74,042	74,042	148,084	148,084	185,105	185,105	185,105	1,073,609
MUNICIPAL COURT @ 33% variable = \$6.68 per household	0	0	1,336	1,336	1,336	2,672	2,672	3,340	3,340	3,340	19,372
INFORMATION CENTER @ 33% variable = \$32.31 per household	0	0	6,462	6,462	6,462	12,924	12,924	16,155	16,155	16,155	93,699
MARKETING AND EVENTS @ 10% variable = \$14.99 per household	0	0	2,998	2,998	2,998	5,996	5,996	7,495	7,495	7,495	43,471
BUILDINGS AND GROUNDS @ 50% variable = \$144.55 per household	0	0	28,910	28,910	28,910	57,820	57,820	72,275	72,275	72,275	419,195
TRANSFER TO CAPITAL IMPROVEMENT FUND (25% of Sales Tax Revs)	0	0	40,196	40,196	40,196	80,392	80,392	100,490	100,490	100,490	582,842
TOTAL GENERAL FUND - EXPENDITURES	0	389,350	204,098	204,098	593,448	408,196	649,671	510,245	510,245	510,245	3,979,596
EXCESS ANNUAL REVENUES OVER EXPEND. - GENERAL FUND	89	210,670	30,791	41,244	250,894	68,742	209,219	95,376	109,957	109,957	1,126,939
CUMULATIVE EXCESS REVENUES OVER EXPEND. - GENERAL FUND	89	210,758	241,550	282,793	533,687	602,429	811,648	907,025	1,016,982	1,126,939	1,126,939

RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
 CAPITAL IMPROVEMENT FUND
 FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028
 2019\$ (NO INFLATION)

Working Draft, Subject To Change
 20-May-19

EXHIBIT II - PROJECTED CAPITAL IMPROVEMENT FUND REVENUES

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTALS</u>
CAPITAL IMPROVEMENT FUND REVENUES:											
STREET IMPACT FEES (SCHEDULE 4)	129,200	0	0	129,200	0	108,065	0	0	0	0	366,465
GRAND AVENUE STREET IMPACT FEES (SCHEDULE 4)	0	174,020	0	0	482,020	0	293,510	0	0	0	949,550
4% USE TAX (SCHEDULE 2)	0	1,330,000	0	0	1,330,000	0	823,400	0	0	0	3,483,400
25% OF SALES TAX TRANSFERRED FROM GENERAL FUND (EXHIBIT I)	<u>0</u>	<u>0</u>	<u>40,196</u>	<u>40,196</u>	<u>40,196</u>	<u>80,392</u>	<u>80,392</u>	<u>100,490</u>	<u>100,490</u>	<u>100,490</u>	<u>582,842</u>
TOTAL REVENUES	<u>129,200</u>	<u>1,504,020</u>	<u>40,196</u>	<u>169,396</u>	<u>1,852,216</u>	<u>188,457</u>	<u>1,197,302</u>	<u>100,490</u>	<u>100,490</u>	<u>100,490</u>	<u>5,382,257</u>
EXPENDITURES:											
ALLOWANCE FOR PAY AS YOU GO CAPITAL IMPROVEMENTS	<u>129,200</u>	<u>1,504,020</u>	<u>40,196</u>	<u>169,396</u>	<u>1,852,216</u>	<u>188,457</u>	<u>1,197,302</u>	<u>100,490</u>	<u>100,490</u>	<u>100,490</u>	<u>5,382,257</u>
TOTAL EXPENDITURES											
EXCESS REVENUES OVER EXPENDITURES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
 SALES TAX CAPITAL IMPROVEMENT FUND
 FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2028
 2019\$ (NO INFLATION)

Working Draft, Subject To Change
 20-May-19

EXHIBIT III - PROJECTED CAPITAL IMPROVEMENT FUND REVENUES

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTALS</u>
SALES TAX CAPITAL IMPROVEMENT FUND REVENUES:											
0.5% SALES TAX (SCHEDULE 2)	<u>0</u>	<u>0</u>	<u>20,098</u>	<u>20,098</u>	<u>20,098</u>	<u>40,196</u>	<u>40,196</u>	<u>50,245</u>	<u>50,245</u>	<u>50,245</u>	<u>291,421</u>
TOTAL REVENUES	<u>0</u>	<u>0</u>	<u>20,098</u>	<u>20,098</u>	<u>20,098</u>	<u>40,196</u>	<u>40,196</u>	<u>50,245</u>	<u>50,245</u>	<u>50,245</u>	<u>291,421</u>
EXPENDITURES:											
ALLOWANCE FOR PAY AS YOU GO CAPITAL IMPROVEMENTS	<u>0</u>	<u>0</u>	<u>20,098</u>	<u>20,098</u>	<u>20,098</u>	<u>40,196</u>	<u>40,196</u>	<u>50,245</u>	<u>50,245</u>	<u>50,245</u>	<u>291,421</u>
TOTAL EXPENDITURES											
EXCESS REVENUES OVER EXPENDITURES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
WATER AND WASTEWATER FUNDS
FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028
2019\$ (NO INFLATION)

Working Draft, Subject To Change
20-May-19

EXHIBIT IV - PROJECTED WATER AND WASTEWATER FUND REVENUES

<u>WATER FUND</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTALS</u>
Water Plant Investment Fee Revenue (See Schedule 3)	0	1,302,304	0	0	1,773,966	0	1,174,866	0	0	0	4,251,137
Water User Fee Revenue (See Schedule 3)	0	0	127,981	129,279	130,617	263,989	266,827	337,187	340,951	344,827	1,941,657
Water Dedication Fee Revenue (See Schedule 3)	0	<u>174,020</u>	0	0	<u>482,020</u>	0	<u>293,510</u>	0	0	0	<u>949,550</u>
TOTAL WATER FUND REVENUES	0	<u>1,476,324</u>	<u>127,981</u>	<u>129,279</u>	<u>2,386,603</u>	<u>263,989</u>	<u>1,735,203</u>	<u>337,187</u>	<u>340,951</u>	<u>344,827</u>	<u>7,142,343</u>
TOTAL WATER FUND REVENUES - CUMULATIVE	0	<u>1,476,324</u>	<u>1,604,305</u>	<u>1,733,584</u>	<u>4,120,188</u>	<u>4,384,176</u>	<u>6,119,379</u>	<u>6,456,566</u>	<u>6,797,516</u>	<u>7,142,343</u>	<u>7,142,343</u>
<u>WASTEWATER FUND</u>											
Wastewater Plant Investment Fee Revenue (See Schedule 3)	0	1,377,200	0	0	1,377,200	0	838,600	0	0	0	3,593,000
Wastewater User Fee Revenue (See Schedule 3)	0	0	<u>134,448</u>	<u>134,448</u>	<u>134,448</u>	<u>268,896</u>	<u>268,896</u>	<u>336,120</u>	<u>336,120</u>	<u>336,120</u>	<u>1,949,496</u>
TOTAL WASTEWATER FUND REVENUES	0	<u>1,377,200</u>	<u>134,448</u>	<u>134,448</u>	<u>1,511,648</u>	<u>268,896</u>	<u>1,107,496</u>	<u>336,120</u>	<u>336,120</u>	<u>336,120</u>	<u>5,542,496</u>
TOTAL WASTEWATER FUND REVENUES - CUMULATIVE	0	<u>1,377,200</u>	<u>1,511,648</u>	<u>1,646,096</u>	<u>3,157,744</u>	<u>3,426,640</u>	<u>4,534,136</u>	<u>4,870,256</u>	<u>5,206,376</u>	<u>5,542,496</u>	<u>5,542,496</u>

RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
CONSERVATION TRUST FUND
FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028
2019\$ (NO INFLATION)

Working Draft, Subject To Change
20-May-19

EXHIBIT V - PROJECTED CONSERVATION FUND REVENUES

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTALS</u>
<u>CONSERVATION TRUST FUND REVENUES</u>											
Conservation Trust Fund Revenues @ \$12.46 per Household	<u>0</u>	<u>0</u>	<u>2,492</u>	<u>2,492</u>	<u>2,492</u>	<u>4,984</u>	<u>4,984</u>	<u>6,230</u>	<u>6,230</u>	<u>6,230</u>	<u>36,134</u>
TOTAL CONSERVATION TRUST REVENUES - CUMULATIVE	<u>0</u>	<u>0</u>	<u>2,492</u>	<u>4,984</u>	<u>7,476</u>	<u>12,460</u>	<u>17,444</u>	<u>23,674</u>	<u>29,904</u>	<u>36,134</u>	<u>36,134</u>

RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
PROJECTED FIRE IMPACT FEE REVENUES
FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028
2019\$ (NO INFLATION)

Working Draft, Subject To Change
20-May-19

EXHIBIT VI - FIRE IMPACT FEE REVENUES

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTALS</u>
FIRE IMPACT FEE REVENUES (SCH. 3)	<u>161,280</u>	<u>0</u>	<u>0</u>	<u>161,280</u>	<u>0</u>	<u>101,976</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>424,536</u>
FIRE IMPACT FEE REVENUES - CUMULATIVE	<u>161,280</u>	<u>161,280</u>	<u>161,280</u>	<u>322,560</u>	<u>322,560</u>	<u>424,536</u>	<u>424,536</u>	<u>424,536</u>	<u>424,536</u>	<u>424,536</u>	<u>424,536</u>

RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
 PROJECTED PROPERTY TAX REVENUES GENERATED FOR VARIOUS OVERLAPPING
 TOWN OF EAGLE GOVERNMENTAL ENTITIES
 FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028
 2019\$ (NO INFLATION)

Working Draft, Subject To Change
 20-May-19

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

	ASSUMED MILL LEVY	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
PROJECTED ASSESSED VALUATION - RESERVE AT HOCKETT GULCH PUD		0	130,260	1,000,000	5,000,000	5,000,000	5,000,000	9,000,000	9,000,000	14,580,000	14,580,000	
<u>OVERLAPPING ENTITIES (EAGLE IN TOWN MILL LEVY):</u>												
EAGLE COUNTY	8.499	0	1,107	8,499	42,495	42,495	42,495	76,491	76,491	123,915	123,915	537,912
COLORADO MOUNTAIN COLLEGE	3.997	0	521	3,997	19,985	19,985	19,985	35,973	35,973	58,276	58,276	252,975
SCHOOL DISTRICT RE-50J	24.912	0	3,245	24,912	124,560	124,560	124,560	224,208	224,208	363,217	363,217	1,576,712
TOWN OF EAGLE	2.424	0	316	2,424	12,120	12,120	12,120	21,816	21,816	35,342	35,342	153,418
EAGLE CEMETERY DISTRICT	0.246	0	32	246	1,230	1,230	1,230	2,214	2,214	3,587	3,587	15,570
GREATER EAGLE FIRE PROTECTION DISTRICT	10.000	0	1,303	10,000	50,000	50,000	50,000	90,000	90,000	145,800	145,800	632,913
WESTERN EAGLE COUNTY RECREATION DISTRICT	3.650	0	475	3,650	18,250	18,250	18,250	32,850	32,850	53,217	53,217	231,013
COLORADO RIVER WATER CONSERVATION DISTRICT	0.254	0	33	254	1,270	1,270	1,270	2,286	2,286	3,703	3,703	16,076
EAGLE VALLEY LIBRARY DISTRICT	2.750	0	358	2,750	13,750	13,750	13,750	24,750	24,750	40,095	40,095	174,051
EAGLE COUNTY HEALTH SERVICE (AMBULANCE)	2.753	0	359	2,753	13,765	13,765	13,765	24,777	24,777	40,139	40,139	174,241
TOTAL - ALL OVERLAPPING ENTITIES	59.485	-	7,749	59,485	297,425	297,425	297,425	535,365	535,365	867,291	867,291	3,764,881

SCHEDULE 1
RESERVE AT HOCKETT GULCH
PROJECTED ASSESSED VALUATION - BUILDOUT & LOT SALES
FOR THE YEARS ENDING DECEMBER 31, 2018 THROUGH 2028
2019\$ (Uninflated)

Working Draft, Subject To Change
20-May-19

BUILDOUT - INCLUDES UNIT LOT VALUES AS SHOWN BELOW:			
	Planned	Average	Total
Description of Unit	Number	Per Unit	Gross Unit
	of Units	Price	Volume
Phase 1			
1 Bedroom Apartments	200	275,000	55,000,000
2 Bedroom Apartments	200	350,000	70,000,000
Phase 2			
2 Bedroom Condo/TH	50	375,000	18,750,000
3 Bedroom Condo /TH	50	450,000	22,500,000
Total Project	500	332,500	166,250,000
Commercial Sq. Ft.			
Grocery	15,000	400	6,000,000
Retail	10,000	200	2,000,000
Restaurant	5,000	200	1,000,000
	30,000		9,000,000
Total Value - Entire Project			175,250,000

Estimated Actual Value of Residential

1 Bedroom Apartments	0	0	27,500,000	0	0	27,500,000	0	0	0	0	0	0	0	0
2 Bedroom Apartments	0	0	35,000,000	0	0	35,000,000	0	0	0	0	0	0	0	0
2 Bedroom Condo/TH	0	0	0	0	0	0	0	0	0	18,750,000	0	0	0	0
3 Bedroom Condo /TH	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>22,500,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Incremental Estimate Actual Value of Residential	<u>0</u>	<u>0</u>	<u>62,500,000</u>	<u>0</u>	<u>0</u>	<u>62,500,000</u>	<u>0</u>	<u>0</u>	<u>41,250,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Cumulative Estimate Actual Value of Residential	<u>0</u>	<u>0</u>	<u>62,500,000</u>	<u>62,500,000</u>	<u>62,500,000</u>	<u>125,000,000</u>	<u>125,000,000</u>	<u>166,250,000</u>	<u>166,250,000</u>	<u>166,250,000</u>	<u>166,250,000</u>	<u>166,250,000</u>	<u>166,250,000</u>	<u>166,250,000</u>

Estimated Actual Value of Commercial

Grocery	0	0	0	0	0	0	0	6,000,000	0	0	0	0	0	0
Retail	0	0	0	0	0	0	0	2,000,000	0	0	0	0	0	0
Restaurant	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,000,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Incremental Estimate Actual Value of Commercial	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9,000,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Cumulative Estimate Actual Value of Commercial	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>

Estimate Assessed Value (Cumulative)

Estimated Assessed Value Of Vacant Land @ 29%	<u>130,260</u>	<u>1,000,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Estimated Assessed Value Of Residential Product @ 7.20%	<u>0</u>	<u>0</u>	<u>4,500,000</u>	<u>4,500,000</u>	<u>4,500,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>11,970,000</u>	<u>11,970,000</u>	<u>11,970,000</u>	<u>11,970,000</u>	<u>11,970,000</u>	<u>11,970,000</u>	<u>11,970,000</u>
Estimated Assessed Value Of Commercial Property @ 29%	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,610,000</u>	<u>2,610,000</u>	<u>2,610,000</u>	<u>2,610,000</u>	<u>2,610,000</u>	<u>2,610,000</u>	<u>2,610,000</u>
Total Estimated Assessed Value Of Vacant Land, Comm. & Resid.	<u>130,260</u>	<u>1,000,000</u>	<u>5,000,000</u>	<u>5,000,000</u>	<u>5,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>14,580,000</u>	<u>14,580,000</u>	<u>14,580,000</u>	<u>14,580,000</u>	<u>14,580,000</u>	<u>14,580,000</u>	<u>14,580,000</u>

TOE Mill Levy	2.424	<u>316</u>	<u>2,424</u>	<u>12,120</u>	<u>12,120</u>	<u>12,120</u>	<u>21,816</u>	<u>21,816</u>	<u>35,342</u>	<u>35,342</u>	<u>35,342</u>	<u>35,342</u>	<u>35,342</u>	<u>35,342</u>
TOE Mill Levy - WW	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2.424	<u>316</u>	<u>2,424</u>	<u>12,120</u>	<u>12,120</u>	<u>12,120</u>	<u>21,816</u>	<u>21,816</u>	<u>35,342</u>	<u>35,342</u>	<u>35,342</u>	<u>35,342</u>	<u>35,342</u>	<u>35,342</u>

Year Assessed Valuation Certified	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029		
Year Taxes Received	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030		

SCHEDULE 2

**RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
PROJECTED TOWN OF EAGLE 4.5% SALES AND USE TAXES
FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028
2019\$ (Uninflated)**

*Working Draft, Subject To Change
20-May-19*

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTALS</u>
Projected Cumulative Households Completed (Occupied 1 year after completion)	<u>0</u>	<u>0</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>400</u>	<u>400</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>
Projected Households:											
Assumed Average Number of Residents per Household	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>	
Assumed Number of Residents	<u>0</u>	<u>0</u>	<u>360</u>	<u>360</u>	<u>360</u>	<u>720</u>	<u>720</u>	<u>900</u>	<u>900</u>	<u>900</u>	<u>900</u>
Allocation of Types of Households:											
Assumed Percentage of Households Occupied for Full Year	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	
Assumed Percentage of Households Occupied for Half Year	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	
Assumed Percentage of Households Occupied for One Month	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	
Assumed Number of Households Occupied for Full Year	<u>0</u>	<u>0</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>400</u>	<u>400</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>
Assumed Number of Households Occupied for Half Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Assumed Number of Households Occupied for One Month	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Assumed Total Number of Households	<u>0</u>	<u>0</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>400</u>	<u>400</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>
Assumed Total Number of Full Year Equiv. Households	<u>0</u>	<u>0</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>400</u>	<u>400</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>
Projected Town of Eagle Taxable Sales Generated From Groceries/Residential Utilities/Other (liquor, sundries, hardware and materials, clothing, gifts, restaurants, etc.):											
Assumed Annual Taxable Sales for Households Occupied for Full Year (1)	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	20,098	
Assumed Annual Taxable Sales for Households Occupied for Half Year	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	10,049	
Assumed Annual Taxable Sales for Households Occupied for One Year	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	
Projected Annual Taxable Sales Generated From Groceries/Residential Utilities/Other (liquor, sundries, hardware and materials, clothing, gifts, etc.):											
Projected Annual Taxable Sales for Households Occupied for Full Year	0	0	4,019,600	4,019,600	4,019,600	8,039,200	8,039,200	10,049,000	10,049,000	10,049,000	58,284,200
Projected Annual Taxable Sales for Households Occupied for Half Year	0	0	0	0	0	0	0	0	0	0	0
Projected Annual Taxable Sales for Households Occupied for One Year	0	0	0	0	0	0	0	0	0	0	0
Projected Annual Sales from All Households - (Groceries/Utilities/Other)	<u>0</u>	<u>0</u>	<u>4,019,600</u>	<u>4,019,600</u>	<u>4,019,600</u>	<u>8,039,200</u>	<u>8,039,200</u>	<u>10,049,000</u>	<u>10,049,000</u>	<u>10,049,000</u>	<u>58,284,200</u>
Projected 4.5% Town of Eagle Sales Tax Revenues from Groceries/Utilities/Other:											
Projected 4.5% Sales Tax Revenues for Households Occupied for Full Year	0	0	180,882	180,882	180,882	361,764	361,764	452,205	452,205	452,205	2,622,789
Projected 4.5% Sales Tax Revenues for Households Occupied for Half Year	0	0	0	0	0	0	0	0	0	0	0
Projected 4.5% Sales Tax Revenues Households Occupied for One Year	0	0	0	0	0	0	0	0	0	0	0
Projected 4.5% Sales Tax Revenues from Groc./Util./Other - All Residents	<u>0</u>	<u>0</u>	<u>180,882</u>	<u>180,882</u>	<u>180,882</u>	<u>361,764</u>	<u>361,764</u>	<u>452,205</u>	<u>452,205</u>	<u>452,205</u>	<u>2,622,789</u>
Projected 4.0% Sales Tax Revenues from Hockett Gulch to General Fund	<u>0</u>	<u>0</u>	<u>160,784</u>	<u>160,784</u>	<u>160,784</u>	<u>321,568</u>	<u>321,568</u>	<u>401,960</u>	<u>401,960</u>	<u>401,960</u>	<u>2,331,368</u>
Projected .5% Sales Tax Revenues from Hockett Gulch to Sales Tax Capital Imp. Fund	<u>0</u>	<u>0</u>	<u>20,098</u>	<u>20,098</u>	<u>20,098</u>	<u>40,196</u>	<u>40,196</u>	<u>50,245</u>	<u>50,245</u>	<u>50,245</u>	<u>291,421</u>
Projected 4% Town of Eagle Use Tax Revenues from Construction Materials:											
Projected Building Permit Value @ \$332,500 Average Bldg. Permit	0	<u>66,500,000</u>	0	0	<u>66,500,000</u>	0	<u>33,250,000</u>	0	0	0	<u>166,250,000</u>
Assumed Cost of Construction Materials @ 50% of Bldg. Permit Value	0	<u>33,250,000</u>	0	0	<u>33,250,000</u>	0	<u>16,625,000</u>	0	0	0	<u>83,125,000</u>
Projected Non-Residential Value Constructed	0	0	0	0	0	0	<u>12,000,000</u>	0	0	0	<u>12,000,000</u>
Assumed Cost of Construction Materials - Commercial @ 33%	0	0	0	0	0	0	<u>3,960,000</u>	0	0	0	<u>3,960,000</u>
Projected 4% Use Tax Construction Materials - Residential	0	<u>1,330,000</u>	0	0	<u>1,330,000</u>	0	<u>665,000</u>	0	0	0	<u>3,325,000</u>
Projected 4% Use Tax Construction Materials - Non-Residential	0	0	0	0	0	0	<u>158,400</u>	0	0	0	<u>158,400</u>
Projected 4% Use Tax Revenues from Construction Materials	<u>0</u>	<u>1,330,000</u>	<u>0</u>	<u>0</u>	<u>1,330,000</u>	<u>0</u>	<u>823,400</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,483,400</u>

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

SCHEDULE 3

RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE

PROJECTED WATER AND SEWER TAP FEE AND USER FEE REVENUES

FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028

2019\$ (NO INFLATION)

Working Draft, Subject To Change
20-May-19

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTALS</u>
Total Projec. Number of Incremental EQR's per Developer and Town Code (incl 15 EQR for commercial)	<u>0.00</u>	<u>395.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>395.00</u>
Projec. Number of Incremental EQR's online for full year (1 dwelling unit = .76 EQR)	0.0	152.0	0.0	0.0	152.0	0.0	91.0	0.0	0.0	0.0	395.0
Less non potable credit (total IRR = 35.7)	<u>0.0</u>	<u>(14.3)</u>	<u>0.0</u>	<u>0.0</u>	<u>(14.3)</u>	<u>0.0</u>	<u>(7.1)</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>(35.7)</u>
Net Number Incremental EQR's for Water and Sewer PIF	<u>0.0</u>	<u>137.7</u>	<u>0.0</u>	<u>0.0</u>	<u>137.7</u>	<u>0.0</u>	<u>83.9</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>359.3</u>
Projected Water Plant Investment Fee Revenues:											
Assumed Average Rate per EQR per Town of Eagle (paid at permit)	<u>9.258</u>	<u>10.647</u>	<u>12.244</u>	<u>14.080</u>	<u>14.503</u>	<u>14.938</u>	<u>15.386</u>	<u>15.847</u>	<u>16.323</u>	<u>16.813</u>	
Total Projected Water Plant Investment Fee Revenues	<u>0</u>	<u>1,466,264</u>	<u>0</u>	<u>0</u>	<u>1,997,308</u>	<u>0</u>	<u>1,290,260</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,753,831</u>
Less credit for 15 deed restricted EQR's	<u>0</u>	<u>(163,959)</u>	<u>0</u>	<u>0</u>	<u>(223,341)</u>	<u>0</u>	<u>(115,394)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(502,694)</u>
Total Projected Water Plant Investment Fee Revenues	<u>0</u>	<u>1,302,304</u>	<u>0</u>	<u>0</u>	<u>1,773,966</u>	<u>0</u>	<u>1,174,866</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,251,137</u>
Projected Sewer Plant Investment Fee Revenues:											
Assumed Average Rate per EQR of Eagle (paid at permit)	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	
Total Projected Sewer Plant Investment Fee Revenues	<u>0</u>	<u>1,377,200</u>	<u>0</u>	<u>0</u>	<u>1,377,200</u>	<u>0</u>	<u>838,600</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,593,000</u>
Total Projected Sewer Plant Investment Fee Revenues	<u>0</u>	<u>1,377,200</u>	<u>0</u>	<u>0</u>	<u>1,377,200</u>	<u>0</u>	<u>838,600</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,593,000</u>
Projected Water User Fee Revenues:											
Assumed Average Annual Rate per dwelling unit (\$35.29/Month/Ave. for 1,000 gallons)	<u>423.48</u>	<u>423.48</u>	<u>423.48</u>	<u>423.48</u>	<u>423.48</u>	<u>423.48</u>	<u>423.48</u>	<u>423.48</u>	<u>423.48</u>	<u>423.48</u>	
Additional Usage Fee per 0 - 6,000 gallons (3% increases)	<u>1.50</u>	<u>1.55</u>	<u>1.59</u>	<u>1.64</u>	<u>1.69</u>	<u>1.74</u>	<u>1.79</u>	<u>1.84</u>	<u>1.90</u>	<u>1.96</u>	
Additional Annual Usage Fee Revenues at average 3,000 gallons used per unit	<u>54.00</u>	<u>55.62</u>	<u>57.29</u>	<u>59.01</u>	<u>60.78</u>	<u>62.60</u>	<u>64.48</u>	<u>66.41</u>	<u>68.41</u>	<u>70.46</u>	
Assumed Average Annual Surcharge per EQR (\$12.50/Month Average Usage)	<u>150.00</u>	<u>154.50</u>	<u>159.14</u>	<u>163.91</u>	<u>168.83</u>	<u>173.89</u>	<u>179.11</u>	<u>184.48</u>	<u>190.02</u>	<u>195.72</u>	
Total Projected Water User Fee Revenues	<u>0</u>	<u>0</u>	<u>127,981</u>	<u>129,279</u>	<u>130,617</u>	<u>263,989</u>	<u>266,827</u>	<u>337,187</u>	<u>340,951</u>	<u>344,827</u>	<u>344,827</u>
Projected Sewer User Fee Revenues:											
Assumed Average Annual Rate per dwelling unit (\$56.02/Month)	<u>672</u>	<u>672</u>	<u>672</u>	<u>672</u>	<u>672</u>	<u>672</u>	<u>672</u>	<u>672</u>	<u>672</u>	<u>672</u>	
Total Projected Sewer User Fee Revenues	<u>0</u>	<u>0</u>	<u>134,448</u>	<u>134,448</u>	<u>134,448</u>	<u>268,896</u>	<u>268,896</u>	<u>336,120</u>	<u>336,120</u>	<u>336,120</u>	<u>1,949,496</u>
Projected Water Dedication Fees											
Assumed Average Rate per EQR per Town of Eagle (paid at permit)	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	
Total Projected Water Dedication Fees	<u>0</u>	<u>174,020</u>	<u>0</u>	<u>0</u>	<u>482,020</u>	<u>0</u>	<u>293,510</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>949,550</u>

SCHEDULE 4

RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE

PROJECTED STREET IMPACT FEE REVENUES

PROJECTED FIRE IMPACT FEES

FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028

2019\$ (NO INFLATION)

Working Draft, Subject To Change
20-May-19

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTALS</u>
Projected Grand Avenue Street Improvement Fees											
Assumed Average Rate per EQR of Eagle (paid at permit)	<u>3.500</u>	<u>3.500</u>	<u>3.500</u>	<u>3.500</u>	<u>3.500</u>	<u>3.500</u>	<u>3.500</u>	<u>3.500</u>	<u>3.500</u>	<u>3.500</u>	
Total Projected Grand Avenue Street Improvement Fees	<u>0</u>	<u>174,020</u>	<u>0</u>	<u>0</u>	<u>482,020</u>	<u>0</u>	<u>293,510</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>949,550</u>
Projected Street Impact Fee Revenues (paid at permit):											
Assumed Average Rate per DU - Multi Family Residential	<u>646.00</u>	<u>646.00</u>	<u>646.00</u>	<u>646.00</u>	<u>646.00</u>	<u>646.00</u>	<u>646.00</u>	<u>646.00</u>	<u>646.00</u>	<u>646.00</u>	
Assumed Average Rate per 1,000 SF - Commercial	<u>1,016.00</u>	<u>1,016.00</u>	<u>1,016.00</u>	<u>1,016.00</u>	<u>1,016.00</u>	<u>1,016.00</u>	<u>1,016.00</u>	<u>1,016.00</u>	<u>1,016.00</u>	<u>1,016.00</u>	
Assumed Average Rate per 1,000 SF - Sit Down Restaurant	<u>3,613.00</u>	<u>3,613.00</u>	<u>3,613.00</u>	<u>3,613.00</u>	<u>3,613.00</u>	<u>3,613.00</u>	<u>3,613.00</u>	<u>3,613.00</u>	<u>3,613.00</u>	<u>3,613.00</u>	
Projected Street Improvement Fee Revenues	<u>129,200</u>	<u>0</u>	<u>0</u>	<u>129,200</u>	<u>0</u>	<u>108,065</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>366,465</u>
Projected Public Safety Impact Fee (paid at permit)											
Assumed Average Rate per DU	<u>1,319.00</u>	<u>1,319.00</u>	<u>1,319.00</u>	<u>1,319.00</u>	<u>1,319.00</u>	<u>1,319.00</u>	<u>1,319.00</u>	<u>1,319.00</u>	<u>1,319.00</u>	<u>1,319.00</u>	
Assumed Average Rate per 1 SF - Commercial	<u>0.31</u>	<u>0.31</u>	<u>0.31</u>	<u>0.31</u>	<u>0.31</u>	<u>0.31</u>	<u>0.31</u>	<u>0.31</u>	<u>0.31</u>	<u>0.31</u>	
Projected Public Safety Impact Fee Revenues	<u>0</u>	<u>263,800</u>	<u>0</u>	<u>0</u>	<u>263,800</u>	<u>0</u>	<u>141,200</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>668,800</u>
Projected Fire Impact Fee Revenues (paid at permit):											
Assumed Average Rate per MF DU - Residential	<u>806.40</u>	<u>806.40</u>	<u>806.40</u>	<u>806.40</u>	<u>806.40</u>	<u>806.40</u>	<u>806.40</u>	<u>806.40</u>	<u>806.40</u>	<u>806.40</u>	
Assumed Average Rate per 1,000 SF - Commercial	<u>711.20</u>	<u>711.20</u>	<u>711.20</u>	<u>711.20</u>	<u>711.20</u>	<u>711.20</u>	<u>711.20</u>	<u>711.20</u>	<u>711.20</u>	<u>711.20</u>	
Projected Fire Impact Fee Revenues	<u>161,280</u>	<u>0</u>	<u>0</u>	<u>161,280</u>	<u>0</u>	<u>101,976</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>424,536</u>

SCHEDULE 5
RESERVE AT HOCKETT GULCH - DIRECT FISCAL IMPACTS TO TOWN OF EAGLE
PROJECTED REAL ESTATE TRANSFER ASSESSMENT (RETA)
FOR THE YEARS ENDING DECEMBER 31, 2019 THROUGH 2028
2019\$ (Uninflated)

Working Draft, Subject To Change
20-May-19

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
INITIAL SALES											
INCREMENTAL INITIAL REAL ESTATE SALES (CONDO/TH ONLY)	0	0	0	0	0	0	20,625,000	20,625,000	0	0	41,250,000
FUTURE SALE OF APARTMENT COMPLEX (RETA CAPPED AT \$250,000)	0	0	0	0	0	0	0	0	0	250,000	250,000
2% RETA ON INITIAL REAL ESTATE SALES	0	0	0	0	0	0	206,250	206,250	0	250,000	662,500
RESALES											
CUMULATIVE INITIAL REAL ESTATE SALES	0	0	0	0	0	0	20,625,000	41,250,000	41,250,000	41,250,000	41,250,000
AVERAGE TURNOVER PER YEAR	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.00%	5.00%	10.00%	10.00%	
TOTAL RESALE REVENUE	0	0	0	0	0	0	412,500	2,062,500	4,125,000	4,125,000	10,725,000
2% RETA ON RESALES	0	0	0	0	0	0	8,250	41,250	82,500	82,500	214,500
TOTAL ANNUAL 2.0% RETA TO TOWN OF EAGLE	0	0	0	0	0	0	214,500	247,500	82,500	332,500	877,000
Earmarked for Grand Avenue Street & traffic improvements, workforce housing efforts, public safety improvements											



Date: August 21, 2019
Re: Public Comment Summary Analysis for the Reserve at Hockett Gulch
From: Jessica Lake, Planning Technician

To date, staff has received 41 public comment letters, with generally 23 being in support and 18 in opposition. The concerns identified by the public include:

- Proposed open space is not adequate based on the density of the development. Additional open space improvements and/or improved access to public benefits could be considerations.
- Maintaining quality of life and preserving Eagle's character.
- Increased traffic, including the regional impacts and the lack of coordination between jurisdictions.
- The lack of available incentives to encourage nonresidential development to support the provision of affordable housing.
- The concessions requested by the developer specifically regarding tap fees and permit expenses that have not been granted to other developers/projects.
- A high-density development on a relatively small site, building height that doesn't conform to community standards, and reduced open space requirements is of little benefit to the Town.
- Parking is not adequate due to lack of transit options in rural areas. Parking standards should be reevaluated based on rural needs.

Public support was shown for:

- The provision of affordable housing. Housing shortages are perceived by the public. Businesses also noted that the lack of affordable housing has negative impacts on the retention and recruitment of employees. More affordable housing within the Town for people who work here could help to reduce traffic impacts. It will also allow us to retain people who want to be here and who make our community a better place for all of us to live.
- The proposed deed restrictions are significant and offer new housing options that aren't currently available in Eagle.
- Eagle needs to continue to grow in order to remain relevant, this project encourages growth in the area we most need it – workforce housing.
- Vibrancy would be added to the community by incorporating a missing population segment.



- More people currently commute into Eagle for work than commute out of Eagle, this project potentially offers an opportunity for those who commute in to have the ability to live and work in Eagle.
- Hockett Gulch could help Eagle to fill in the missing age gap of 20 to 30 year olds. Businesses need this generation to continue to be successful and the Town needs this generation to continue to grow the community.
- The open space requirements may be too onerous.
- The proposed density and needed infill development.
- There is an opportunity to evaluate water conservation measures and their implementation.

List of Public Comments:

1. Letter from Asselin dated 4/5.
2. Letter from Bodenheimer dated 3/6.
3. Letter from Bodenheimer dated 3/23.
4. Letter from Color Coffee staff dated 1/24.
5. Letter from Daly dated 5/29.
6. Letter from Daly dated 8/20.
7. Letter from Daly dated 8/20.
8. Letter from de la Cruz dated 2/1.
9. Letter from Egan dated 3/26.
10. Letter from Egan dated 6/10.
11. Letter from Gundlach, Charlie dated 2/1.
12. Letter from Gundlach, Clark dated 1/24.
13. Letter from Hagedorn dated 3/25.
14. Letter from Hershman dated 1/30.
15. Letter from Hower dated 4/9.
16. Letter from Kassmel dated 3/27.
17. Letter from Kennedy dated 3/27.
18. Letter from Kensinger dated 2/3.
19. Letter from Kensinger dated 3/7.
20. Letter from Klesner dated 2/6.
21. Letter from Klesner dated 3/11.
22. Letter from Klesner, Klesner, Bozich, Bozich, Kadrmas, Kadrmas, Powell, Pier and Skov dated 3/10.
23. Letter from Kostick dated 2/1.
24. Letter from Local Restaurant Staff dated May 7, 2019.
25. Letter from Mattingly dated 5/20.



26. Letter from Moe's Original BBQ staff dated 3/27.
27. Letter from Musser dated 5/9.
28. Letter from Musser dated 8/19.
29. Letter from Norring dated 2/5.
30. Letter from Palmer dated 5/13.
31. Letter from Powell dated 3/27.
32. Letter from Powell dated 7/11.
33. Letter from Powell dated 8/19.
34. Letter from Romer dated 1/21.
35. Letter from Romer dated 8/2.
36. Letter from Rozga dated 3/27.
37. Letter from Scanlon dated 2/6.
38. Letter from Scanlon dated 3/9.
39. Letter from Schwartz dated 3/27.
40. Letter from Tvarkunas dated 3/11.
41. Letter from Williams dated 8/9.

From: Nicole Asselin <asselifamily@me.com>

Sent: Friday, April 5, 2019 4:59 PM

To: All Trustees <alltrustees@townofeagle.org>

Subject: Alternate solution for consideration regarding proposed variance on the Municipal Park Land Dedication

Town Board of Trustees,

As an alternate solution to the proposed variance on the Municipal Park Land Dedication Versus Open Space requirement please consider leveraging this opportunity to encourage the developer to purchase the Fitzsimmon's property.

In the Mauriello Land Planning variance request cited below,** proposed improvements A-F to offset the need for the park land dedication aren't an equitable compromise for the Town of Eagle unless the developer provides access to the BLM through the Fitzsimmon's property.

So what's in it for the developer?

- Create an A+ development with access to 100+ miles of trails with increased demand and potential revenue
- Benefit from a tax write off from a land trust donation as this land protects scenic vistas and landscapes, and has excellent access to public lands and dispersed recreation opportunities
- Improved density that will foster goodwill with our community because they are adding another ~30-40 acres of developable land
- Decrease marketing expenditures

I believe the developer fundamentally understands the economics of parks and open space. I also believe they have the experts on their team to quantify these benefits to

improve their bottom line, offset the additional investment, and still develop the needed attainable housing so that it pencils out. Let's leverage our negotiating power and ask the developer to explore this development scenario.

Thank you for your consideration and all that you do for our town.

Nicky Asselin

127 Callie Clark Court

****D) Municipal Park Land Dedication.** The Town's regulations also require a Park Land Dedication, or a payment-in-lieu. Based on the code, the Reserve at Hockett Gulch would require a land dedication of 15 acres total or just over 50% of the entire property. Clearly this requirement does not provide any incentive for higher density, more compact, smart growth types of strategies which provide workforce housing and is unreasonable in its application. It should be noted that at the time of application and as of January 11, 2019, the Town has not established land dedication fee. Of the required 15 acres, the regulation does allow for 50% discount in the land dedication requirement "in exchange for provision of private recreation facilities that provide for the recreational needs of the residents of the proposed development." We believe the PUD allows for adequate recreational opportunities meeting the needs of the residents and therefore would permit a reduction in the requirement to 7.5 acres. As mentioned, we believe that the calculation of the Town's Municipal Park Land Dedication disincentivizes higher density, more compact, smart growth such as the Reserve at Hockett Gulch's PUD application proposes. Additionally, the applicant is proposing improvements to offset the need for the park land dedication of 7.5 acres as follows:

A. Dedication of OS-1 (3.5 acres total, 0.556 acres less than 10% slope) which contains the trail connection to future offsite access; B. Dedication of an easement on OS-2 (2.12 acres total, 0.6176 acres less than 10% slope) which contains a soft path connection to the Town's trail system and a stormwater management area; C. Construction of a public soft path within OS-1 that connects the Town's recreation path system with a potential future access to Hockett Gulch. This path also connects the project with the Town's trail system. This improvement shall be included in plans for the first Development Permit for the PUD; 5 D. Construction of a 5' wide soft path loop generally around the perimeter of the PUD that connects to the Town's established recreation path system. The path is accessible by the general public. This improvement shall be included in plans for the first Development Permit for the PUD; E. Construction of a paved trailhead parking area for up to 14 parking spaces within the Town's

open space located along Sylvan Lake Road and accessed directly from Sylvan Lake Road. This is solely a public benefit to the community as the residents within the PUD already have onsite parking provided. This improvement shall be included in plans for the first Development Permit for the PUD; F. Construction of a waterless vault toilet within the Town's open space located along Sylvan Lake Road. This improvement shall be included in plans for the first Development Permit for the PUD; G. Installation of a solar powered pedestrian crosswalk warning light system located to the north of the vehicular access to the PUD from Sylvan Lake Road. This improvement shall be included in plans for the first Development Permit for the PUD; H. Development of recreation areas within the PUD consisting of playgrounds with playground equipment, play fields, basketball courts, sand volleyball courts, or similar types of improvements; and I. A payment in lieu of Park Land Dedication, which is reflective of the additional recreational improvements being provided and the extent of commitment to workforce housing development, of \$50,000.

For these reasons, we believe a variation is necessary and appropriate. We believe the commitment of 9.22 acres of open space, with 4.77 acres of that being usable open space, is a sufficient commitment on the part of the applicant, especially when coupled with the exceedance of the Minimum Open Space and Minimum Usable Open Space as outlined in sections A-B above and the list of additional proposed improvements and a cash payment. • Impact to the Town: While on its face the Town loses the opportunity for an additional park area within the Town, the Town gains the opportunity for housing the community's workforce, a greater need than reserving additional park and open space within the Town. The Town obtains land suitable for a coveted trail connection potentially providing access for many within the Town to federal lands beyond, including a new trailhead and waterless vault toilet. The Town potentially saves revenue by not taking on an additional park space to own and maintain. This variation will produce a public benefit over strict application of the regulation, is not detrimental to the public good, and does not impair the intent and purposes of the code by recognizing the extensive amount of open space and recreation areas being provided within the PUD and allowing a project to be developed at higher densities, achieve smart growth principles, and ultimately address community needs in a different way.

Town of Eagle Board of Trustees
CC: Morgan Landers, Town Planner

March 6, 2019

Dear Town Board of Trustees,

The Reserve at Hockett Gulch PUD application is in Violation of Eagle, Colorado- Code of Ordinances/ Title 4 Land Use and Development Code/ Chapter 4.11- Planned Unit Development.

Violation #1- HD/PUD Density Designation

Violation #2- HD/PUD Use Designation.

Violation #2- Timing of Impact Fee Payments

Violation #3- Multiple Family Parking Requirements

Violation #4- Municipal Park Land Dedication Versus Open Space.

Violation #6- Building Height for Multiple Family Structures.

The Town of Eagle is also aware of these request of variances per the letter from the Developer's Planning Group, Mauriello Planning Group dated January 15th, 2019.

As a resident of the Town of Eagle I strongly oppose allowing these variances or alternative interpretations of our governing documents to the Developer. This is in strict violation of the Eagle, Colorado- Code of Ordinances/ Title 4 Land Use and Development Code/ Chapter 4.11- Planned Unit Development.

Section 4.11.030. - Standards and requirements.

Every PUD shall be in conformance with this Code and the Town's ordinances, goals, policies and plans. The standards and requirements of this section shall apply to all PUDs and shall take precedence over other standards and requirements. In a PUD, zone district regulations, as set forth in [Chapter 4.04](#), and design standards, as set forth in [Chapter 4.07](#), may be varied where the Planning Commission and Town Board find that such variation will produce a public benefit over strict application of the regulation varied from, and that such variation is not detrimental to the public good and does not impair the intent and purposes of this chapter.

I urge the Board of Trustees to delay or reject this annexation slated for vote tomorrow March 12, 2019 until the Reserve at Hockett Gulch PUD conforms to the Code of Ordinances/ Title 4 Land Use and Development Code/ Chapter 4.11- Planned Unit Development.

Ellen Bodenheimier
2341 Eagle Ranch Rd
Eagle, Colorado 81631

March 23, 2019

Dear Eagle Town Board of Trustees:

I attended the March 12th Town Board of Trustees meeting to gain insight into the Reserve at Hockett Gulch Development. While it is indisputable Eagle County needs more rental inventory, I have major concerns that the size of this rental apartment project is not correctly suited to be placed in the town of Eagle.

Compounding my concerns is the long list of variances from our Land Use and Development code and EQR fee structure the Developer has requested to make this project financially profitable for the Developer and able to obtain financing. Of greatest concern is the height variance they are requesting, which would make these apartment buildings permanent eyesores in this area of our community where all other buildings have conformed to the height restrictions.

While the lure of balancing Eagle's population with 25-40 year olds, employee housing for the couple of small businesses in attendance and adding to the rental base in Eagle County the overall size of this project is not responsible growth on the part of the Eagle Town Board of Trustees if approved. Approving the Reserve at Hockett Gulch would increase the population of the Town of Eagle by 12% by adding 900 residents to a population of 6,508. Nor is it fiscally responsible to approve a development that would burden the town by increasing the use of Highway 6 ahead of its redevelopment with only \$366,000.00 in impact fees to the Developer. As Scott Turnipseed said, "\$366,000.00 to deal with their impact to Highway 6- that is a little light".

Dominic Mauriello referenced a similarly sized real estate development that Lauren Brockman is currently developing in Durango. Please note Durango's population is three times that of Eagle. I was not able to find any information on this development. I suggest the Town staff complete some due diligence on completed projects and the quality and economic outcome for a comparable town to the size of Eagle by Lauren and Convergence Real Estate. I found his vague experience in Downtown Denver, but no proven track record of a project similar to scope in a small town brought to fruition with a positive impact for the town.

Further adding to the argument that the proposed size of the Reserve at Hockett Gulch is not suitable in size to a town the size of Eagle is the burden it would place on Town Staff, which is further stressed due to the time of transition we are facing with the Town Planner. I second Willy Powell's remarks from the meeting that the town must begin to consider long range planning in its decisions, begin to connect information and simply pause before approving more development.

Per the outcome of the meeting it was agreed upon the Developer would meet with the Town to further negotiate on the EQR table. I was pleased to get the impression that some members will refuse to back down from negotiating these

fees and as discussions move behind closed doors encourage that stance to remain. As stated by Matt Solomon a discount on these fees would set a precedent for future development and open up liabilities to the Town for already approved, but not constructed pending Development.

I am in support of suitably sized rental unit developments being approved in the Town of Eagle. Broadway Station- a properly sized rental apartment building with 22 units, constructed and managed by a resident of the town of Eagle which brings a new restaurant and a new space into downtown Eagle for an existing downtown business owner is a perfect example.

I encourage the Town Board of Trustees to engage in long range planning and preserve the small town feel, encourage affordable housing through code alignment which would produce true “affordable housing” developments and contract possible outside Consultants with proven experience such as Clark Anderson of Community Builders. We as a community have established a desirable town and have limited development parcels remaining. Although the Developer would like the Town to believe this offer is too good to refuse I believe a 45 foot tall, 400 rental apartment complex with only 30% of it’s inventory guaranteed as affordable is not in alignment of Eagle’s character or vision and the Town Board of Trustees should NOT approve The Reserve at Hockett Gulch current Land Use Application.

Thank you for your consideration and time serving our Town,
Ellen Bodenhemier
2341 Eagle Ranch Road

PREMIUM ROASTERS

COLOR

COLORADO USA

Dear Town of Eagle Board of Trustees,

As staff at a local business, we are asking for your support on the local housing apartments at Hockett Gulch. It's so hard to find a nice place to live in Eagle, especially if you're not in the market to buy a house. Eagle is such a great place to work and play, but finding housing is too hard. Many of us end up leaving town because we can't find a decent place to live. That's hard on us, and hard on the businesses we work for. Please keep us in mind when you vote on the Reserve at Hockett Gulch and please vote yes!

Thank you,

I'm Holly, an employee at Color and registered voter living in Eagle. I am looking to move out of a lockoff and it's very hard to find affordable housing here. Eagle needs the Reserve at Hockett Gulch; I'd live there!
-Holly Charles



This project would mean a lot for our community and my business. More housing would be critical to our growth!
-Charlie Gundlach

Eagle needs projects like this. Vote yes on affordable housing for our community.
-Marshall Kells

My husband & I have both lived & worked in the valley for years. As newlyweds we would love to settle down, but it's almost impossible to find anything affordable. I work as a barista & he is a firefighter. We love Eagle & want to be able to live here & continue to be a part of the community! Best Regards,
Aurora Cherry

My wife and I would love to find a place we can live in and enjoy. We would really like to be out of her parents' home. We might have to move if we can't find anything.
James Davidson



Anne McKibbin <anne@metcalfarchaeology.com>

Affordable Housing as a key Climate Action Strategy and the power of Strong Advocacy

1 message

Mick Daly <mick@dalys.com>

Wed, May 29, 2019 at 12:00 PM

To: Anne McKibbin <anne@metcalfarchaeology.com>, Andy Jessen <andy.jessen@townofeagle.org>, Scott Turnipseed <scott@sstaia.com>, Pappy Kerst <mikelkerst@yahoo.com>, Kevin Brubeck <kevin.brubeck@edwardjones.com>, Matt Solomon <solomonh2o@gmail.com>, Paul Witt <pwitt@vail.net>

Cc: Brandy Reitter <brandy.reitter@townofeagle.org>, Bill Shrum <bill.shrum@townofeagle.org>

Trustees,

At your next TBoT meeting two major projects will be considered: Red Mountain Ranch and Reserve at Hockett Gulch.

These are very different projects, but both are important for our future, contributing to the HEALTHY, purposeful growth of our town.

My support is already on record; I hope I don't need to repeat myself. However, as you work through the issues surrounding these and come to a final vote, I ask you to consider Clark Anderson's thoughtful article: <https://communitybuilders.org/what-we-think/blog/want-to-advocate-for-climate-action-on-earth-day-get-yimby-for-affordable-h>

Clark is known and respected in Eagle for his contribution to our River Corridor Master Plan and other work. Please consider these keys points from Clark:

"Anything that makes it harder to build affordable workforce housing near jobs is likely a net negative when it comes to tackling climate change. When a community lacks housing that its workforce can afford, those folks move to places they *can* afford and they commute to work. This results in more and longer car trips, which means more climate changing emissions." In our case, we also have too few people living AND working in Eagle.

"It's important to advocate for quality development in our communities. Sometimes that means opposing projects that are not a good fit (wrong place, poor design, inherently unaffordable), but it also means being *in support* of good projects. That type of support is pretty rare, while opposition—even to really good projects—is increasingly just a part of the process. The power of that opposition is immense. In addition to quashing individual development proposals, it stifles the political will needed to create policies that encourage good projects in good places."

Healthy growth in Eagle will consistently be supported by strong advocacy. Know that we support these 'good projects in good places' in our great town. I will see you on the 11th.

Regards,

Mick | www.eaglechamber.co
(970) 948-5950



Date: Apr, 22 2019

Want to Advocate for Climate Action on Earth Day? Get YIMBY for Affordable Housing!

By Clark Anderson

For reasons I can't completely explain, even to myself, I like to read the opinion pages in local newspapers. Last week, a letter in our local paper called for regulations requiring all new residential development to have [solar panels](#) as a means of addressing climate change.

The author referred to recently completed teacher housing as an example of a missed opportunity to slap some solar onto a new residential project. They went on to suggest that concerns about cost implications of requiring solar on affordable housing were unfounded. To the writer, it boiled down to a basic tension between "a desire to add housing and a desire to be climate conscious."

Ok, let's take a look at this. Those issues—climate change and housing affordability—are connected. However, it's not the case that solving one comes at the expense of the other. In fact, it's just the opposite: addressing housing affordability is a critical—though generally overlooked—strategy for combatting climate change.

Before we dive into why, let me say this: I support solar. It's important and we need more of it. Heck, I've got it on my own house. Solar, good. Also, it's good to see citizens demand action on climate change. This is needed.

Ok, with that said, real progress combatting climate change relies on a clear-eyed view of the problem and potential solutions. Being a climate advocate is about more than just rooting for solar and EVs. We need systemic approaches that are mutually supportive. If a strategy helps in one arena (say, expanding renewables), but hurts in another (making people drive more), then we're treading water.

[Case](#) in point: anything that makes it harder to build affordable workforce housing near jobs is likely a net negative when it comes to tackling climate change. Yeah, I know, most people don't think of building affordable housing as a climate change strategy. It is. Here's why.

When a community lacks housing that its workforce can afford, those folks move to places they *can* afford and they commute to work. This results in more and longer car trips, which means more climate changing emissions. Those emissions—often called greenhouse gasses or GHGs—are what we need to make less of.

This should be a red flag for anyone concerned with climate change. Nationally, the transportation sector accounts for around a third of climate changing GHG emissions and has overtaken power generation as the largest and fastest growing source of emissions.

While cleaner fuels and more efficient vehicles are helping, those gains are not keeping pace with growth in vehicle miles traveled (VMT), which is a wonky measure of how much and how far we drive. [To tackle climate change, we have to bring down VMT.](#) That's hard to do in places where a lack of housing near job centers forces more and more people to drive farther and farther.



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To get control of burgeoning emissions from the transportation sector, we need to drive less. That means designing neighborhoods and communities that make it easier for people to walk, bike, use transit, and drive less (fewer and shorter trips). To do that, we can do three things.

First, we can encourage more housing that is affordable to the local workforce within and around job centers. Yes, that means new workforce housing—and of a higher density—in areas that are likely to be more affluent. And yes, this is politically difficult. We'll come back that.

Second, we need to make it easier to build walkable neighborhoods in centrally-located areas. In addition to offering convenience and sense of place, these neighborhoods make it easier to walk or bike, and car trips tend to be fewer and shorter, which means people who live in these areas drive less.

Third, we need to invest in great streets and quality transit systems that connect neighborhoods, communities and regions. These feed off each other: if we build walkable neighborhoods with diverse housing around transit hubs, both the transit system and the neighborhood work better.

The good news? When we do these things, we not only expand housing affordability, but we offer people more and easier ways to get around. We build healthy neighborhoods and authentic downtowns. We build stronger communities and economies. And yes, we meaningfully reduce climate emissions and also minimize impacts on our land and water.

Here's more good news: the types of communities and neighborhoods we need to build are what more and more people want. Demand for living in centrally located, walkable neighborhoods—places that offer convenience, sense of community, and access to daily needs—has been on the rise for well over a decade. The problem is that most markets lack the housing needed to meet that demand.

So that's the good news, now here's the bad news.

The politics around this are intense. The reason we don't build housing that working families need near their [jobs](#) is not because it's technically or financially infeasible, or that those families don't want to live there. It's due to opposition from people who already live in those areas.

I get it. It's hard to see our communities change. But here's the reality—the American West is, and has been, one of the fastest growing parts of the nation for some time. That growth is going to continue. All of us who care about how our communities grow must get real about that. Pretending that not growing is an option encourages status-quo growth in bad locations and makes it harder to build good projects that make our communities more sustainable and affordable.

Let's get back to the letter, which suggested that new teacher housing, sans solar, was part of the problem. In this valley, 26,000 people, or over half of the employed population (around 50,000 people), commute daily between the community they live in and the one where they work. And for many, it's not a short trip. The lack of workforce housing creates an enormous commuter-shed extending from Aspen to Parachute, an 83-mile commute (one way).

That's a lot of people driving a long way. Housing affordability—the lack of it—is the primary driver of these commuting patterns.

These [numbers](#) pale in comparison to larger metros that struggle with the same dynamics. In some of the higher cost markets, average commute times of an hour are normal, and hundreds of thousands commute well over two hours between work and places they can afford to live.

The impacts on carbon emissions can't be overstated. Anyone who truly cares about addressing climate change needs to understand that we can't tackle transportation—the largest and fastest growing source of emissions—without addressing housing affordability.

Solar and other green additions are important too, but if we're just adding those things to otherwise unsustainable patterns of development, it's not really "green." Moreover, those types of additions really do impact the financial feasibility of building more affordable homes. We should encourage greener homes and buildings, but not at the expense of creating affordable housing in good locations.

It's important to advocate for quality development in our communities. Sometimes that means opposing projects that are not a good fit (wrong place, poor design, inherently unaffordable), but it also means being *in support* of good projects. That type of support is pretty rare, while opposition—even to really good projects—is increasingly just a part of the process.

The power of that opposition is immense. In addition to quashing individual development proposals, it stifles the political will needed to create policies that encourage good projects in good places.

So, for anyone who is interested in the impacts of local development on the environment, it's as simple as this: unchecked NIMBYISM is not only making our communities less affordable and less equitable, it's driving up climate emissions and hurting the environment.

If we want to encourage environmentally sustainable development, we should advocate for affordable housing near job centers, creating walkable neighborhoods within our communities, and connecting those with modern multi-modal transportation systems. Write letters. Attend meetings. Advocate.

This Earth Day, if you want to [take action](#) on climate change, get YIMBY—"Yes, In My Back Yard"—for action on housing in your community, because solving the climate crisis relies on solving the affordability crisis.

Eagle's Economy, Lifestyle and Traffic

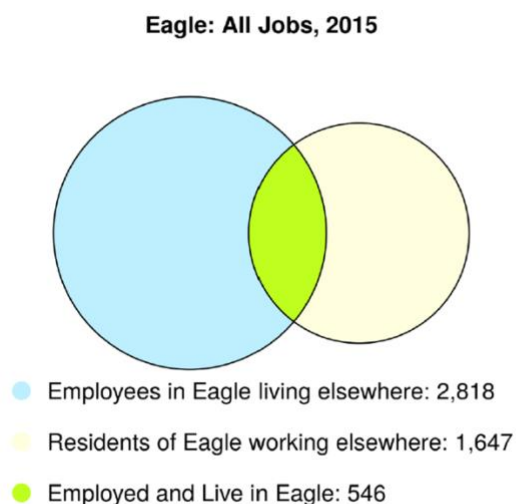
Perception vs Reality. As humans our perception IS our (chosen) reality, until we allow logic to regulate emotion. Let me be clear, I don't like being held up in traffic (although living in the Rockies is so different from commuting into London 30 years ago!) When I can't park in front of my destination business, I accept it, hopefully with good grace! However ...

"Traffic will destroy our town!" When I hear this apocalyptic message in letters to the editor and from objectors at Town Board and P&Z hearings in Eagle, I wonder. Will growth in traffic and less-than-convenient parking patterns really ruin our beloved town and its wonderful lifestyle?

Let me provide some context, logic and, I hope, a more realistic and promising prediction. Looking to the future, we're in pretty good shape:

- Eby Creek roundabouts were designed to accommodate 3 times the current traffic.
- Sylvan Lake Road was designed to accommodate the full build out of Haymeadow and Frost Creek.
- Haymeadow will be required to build the Brush Creek Road extension when they start their 4th phase of development. They just started Phase 1.
- The town plans a Hwy 6 Corridor Study which will assess traffic, future road configuration and anticipated zoning/development from Eby Creek to Gypsum.

What causes rush-hour traffic? Commuting is a big factor. We tend to think of Eagle as a bedroom community with most folks commuting up-valley for work, causing hold-ups at peak traffic times. However, the U.S. Census Bureau statistics say otherwise. The diagram below identifies three groups of people: those who work in Eagle, but live elsewhere; those who live in Eagle, but work elsewhere; those who live and work in Eagle. Today's numbers shouldn't be very different from 2015.



Source: U.S. Census Bureau On the Map, Print Date: 05/01/2019

Surprisingly, almost twice as many people commute into Eagle to work as leave Eagle for their jobs. A total of 4,465 people commute, whereas only 546 Eagle residents work here.

The Town of Eagle and the Eagle Chamber of Commerce share the same vision and goal: a future where people love to live and play in Eagle and (if they choose) can work here as well. In our ideal future, most of our residents will not need to commute. In fact, many will prefer to ride bikes or walk to work – a strong trend among millennials.

In that future, “rush hour traffic” may be less of a perceived problem than it is now.

What will get us to that glorious future? Healthy growth; Eagle becoming a Home Rule town will also help.

Healthy growth will provide critical mass. A population of 10,000 will support our town like never before, bringing and starting new businesses and providing jobs for locals.

Healthy growth provides attainable housing (including substantially more rental property) that attracts and sustains the younger generation who will generate that job growth.

Healthy growth will encourage us to put Local First: “keep your money where your home is”. Our dollars circulating here are an investment in local job creation and preserving a healthy, diverse and prosperous community. A critical mass population will spend more of their dollars here, supporting a vibrant economy.

I hope my friends who fear traffic and parking problems will take solace from our compelling vision and join us in supporting the healthy growth that promises a bright future for all.

Mick Daly
President, Eagle Chamber of Commerce

Letter in Support of the Reserve at Hockett Gulch

To: The Town of Eagle Board of Trustees

The Missing Generation

We have plenty of Baby Boomers and Generation X in our town. They, like our sons 20 years ago, scrambled to gain a foothold, starting in rental housing, eventually buying a property and are now thriving in Eagle. The opportunity afforded to them is now a rarity.

Our Millennials, 20- and 30-somethings, cannot gain a foot- or even a hand-hold. WHY?

1. Our Economy is weak – most business owners and employers are only just surviving. They cannot pay their young employees enough to offset the cost of living. So many up and leave.
2. Housing Costs – there is a dearth of rental property, with the result that what is available is not affordable. So, many give up and leave.
3. Because of 1 and 2 our population growth has stagnated (no significant growth in 10 years), there isn't the local foot traffic or customer support needed for our existing businesses, let alone to attract more retail businesses to our town.

As a result, The Town still doesn't have enough tax revenue to stimulate the economy back to healthy growth.

This project addresses all these points.

Rental costs will remain exorbitant until supply equals demand. Then normalization will happen. Hockett Gulch will bring 800+ young people to live here. Initially most will have to travel up-valley for work, but over time their presence will stimulate our economy and our businesses. Some of them will prove to be successful entrepreneurs, who will further stimulate our economy.

Millennials living and working in Eagle in future will also contribute to minimizing the impact of increased traffic and parking. I am attaching my letter to the Vail Daily on this subject.

This Missing Generation IS our future – let's approve Hockett Gulch and give them the foothold they and we need.

Sincerely,

Mick Daly, President, Eagle Chamber of Commerce

Colton Berck

From: lizabeth de la Cruz <drdelacruz@eagleortho.com>
Sent: Friday, February 1, 2019 10:37 AM
To: All Trustees; Planning and Zoning
Subject: Reserve at Hockett Gulch Project

February1, 2019

Planning and Zoning Commission
Town of Eagle
PO Box 609
Eagle CO 81631

Dear Commission members,

I've recently been made aware of the proposed development project in Eagle Colorado, the Reserve at Hockett Gulch. As a local business owner, I write you this letter in support of this proposed housing project.

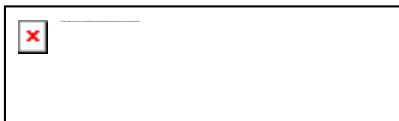
My family owns Eagle Orthodontics in Eagle. We employ six local staff persons in our office, several of them currently looking and have been looking for months for affordable housing. I can tell you that one of our greatest challenges as a local small business is recruiting and retaining staff. Young people are ready to relocate to Eagle and work for us, but accessibility and affordability in our local rental housing market are preventing them from making the commitment to Eagle and to Eagle Orthodontics. In fact, all of the dental business owners in Eagle and the Valley are short staffed for all the these same reasons.

The proposed Reserve at Hockett Gulch can be, and will be, a possible solution to the housing shortages faced in our community. Eagle is a growing and vibrant mountain community with access to everything Colorado has to offer. People want to be here - Eagle has been "discovered".

We support your effort to bring this much-needed housing community to Eagle.

Thank you so much for you time and consideration,

Lizabeth de la Cruz, DDS
Owner-Dentist @ Eagle Orthodontics
setdds@gmail.com
drdelacruz@gmail.com
O: [970.328.1075](tel:970.328.1075)
C: [512.923.7347](tel:512.923.7347)
011 Eagle Park Dr. Eagle, CO 81631



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From: Ann Egan <anniesue@centurytel.net>

Sent: Tuesday, March 26, 2019 10:40 AM

To: Anne McKibbin <anne.mckibbin@townofeagle.org>; Kevin Brubeck <kevin.brubeck@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Paul Witt <paul.witt@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>

Cc: All Trustees <alltrustees@townofeagle.org>

Subject: Oooooops, from Annie again

A couple of other things.

I think it would be helpful to figuring out how large our town can manage, if Eagle and Gypsum did a more comprehensive, independent traffic study then just counting the trip numbers.

Idea: see if the developers can get some of the valley's larger businesses (VR, East West, etc) to buy a quantity of the "affordable" units at a slightly reduced price for a lump sum for purchasing all of them at once!

Annie

From: Ann Egan <anniesue@centurytel.net>

Sent: Tuesday, March 26, 2019 9:28 AM

To: 'anne.mckibbin@townofeagle.org' <anne.mckibbin@townofeagle.org>; 'kevin.brubeck@townofeagle.org' <kevin.brubeck@townofeagle.org>; 'pappy.kerst@townofeagle.org' <pappy.kerst@townofeagle.org>; 'matt.solomon@townofeagle.org' <matt.solomon@townofeagle.org>; 'paul.witt@townofeagle.org' <paul.witt@townofeagle.org>; 'scott.turnipseed@townofeagle.org' <scott.turnipseed@townofeagle.org>; 'andy.jessen@townofeagle.org' <andy.jessen@townofeagle.org>

Cc: 'alltrustees' <alltrustees@townofeagle.org>

Subject: Red Mt. Ranch

I want to start out by saying, I am NOT AGAINST DEVELOPMENT. At this point in our towns progress, that would be stupid. What I am about is maintaining QUALITY OF LIFE. Also, as it states in all the home rule information, I too find it important to preserve "Eagle's Character." In doing that, we can also consult the Eagle Area Community Plan (EACP.) in the section on "Vision." The Vision states, "Eagle will continue to be a high quality livable community." That

is why my biggest fear in developments, both approved and not approved, is **traffic**. What this boils down to is the numbers in some of the developments. At RMR (Red Mt. Ranch) the number of 97 units in the first planning area is way too large. At Hockett Gulch, the number of 500 units is way too large. The town board needs to start thinking about the existing towns people and their quality of life, **not** what the developer says, they need to make it work. If you want to maintain **“a high quality, livable community,”** you’ve got to make some tough decisions on the numbers and keep the traffic “livable!”

Traffic: No matter how many roundabouts you put in, no matter how many new bypasses, and interchanges you put in **we cannot expand our roundabouts** to deal with all the ensuing traffic generated from 2,100 more units in Eagle PLUS 400 more units to be built at Buckhorn Valley and 581 units going in at Sienna Lake behind Costco **AND** all the airport traffic. Coming right off of the towns website regarding Hockett Gulch alone, it states, “The site is anticipated to generate a total of 5,190vpd (vehicles per day)!” This is during the week.

Affordable Housing: I acknowledge the fact that the whole valley needs affordable house, **but** Eagle cannot carry the brunt of all that housing because we do not have the roads to warrant that. The Eagle County Housing Needs Assessment prepared in 2018 recognizes a significant housing problem in Eagle County, identifying a need of 2,780 housing units in 2018 and projecting a total of 7,970 housing units needed by 2030. The problem is when “affordable housing is built, the price point for sale (and rentals) **is usually not affordable, really.** The costs to the town for infrastructure and maintaining roads etc will be monumental, too! It is a well-known fact, **residential development does not pay its own way** – the town of Eagle will.

I have talked with many people throughout the community regarding my concerns with the exponential increase in traffic that would result from all the development projects that are in progress and that are before P & Z and the TB. Everyone is very concerned that too much development is going to be approved and that traffic is going to greatly impact the quality of life here in Eagle. I understand there is a new independent traffic study that was just recently brought to the town and has not yet been reviewed. I would request that the P & Z AND especially, the town board, not approve any more development projects until your engineers have had plenty of time to review the recent traffic study.

Please, think about the citizens of Eagle!

Annie Egan

From: Ann Egan <anniesue@centurytel.net>

Sent: Monday, June 10, 2019 2:59 PM

To: Anne McKibbin <anne.mckibbin@townofeagle.org>; Kevin Brubeck <kevin.brubeck@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Paul Witt <paul.witt@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>

Subject: Traffic & quality of life issues

Hi, this is Annie Egan. I have lived in Eagle for 26 years. Because of this I know a lot of people as friends, clients, and lots of acquaintances. Virtually all of the people I talk with have serious concerns for the quality of their life in this wonderful town we call home. The number 1 concern they all mention is the problem with the existing traffic and their fears of adding another 2,100 more units to our community, resulting in even greater gridlock at 8am in the morning and 5 in the afternoon. As Patrick Tvarkunas stated in his LTE on April 4th, this year, "Don't we choose to live here to avoid big city problems? Indeed it is the hallmark of "smart" growth to avoid these pitfalls by being prepare for the problems that growth creates. If public officials ignore the clear indicators of where we are heading (rush hour), then they are not looking out for the long-term health and prosperity of the people who sacrifice to call this amazing place home."

No matter how many roundabouts or bypasses you put in we still have a bottleneck at highway 6 and the Eby Creek RB. Can we expand our RB's to deal with all the ensuing traffic generated from 2,100 more units in Eagle PLUS 400 more units to be built at Buckhorn Valley and 581 units going in at Sienna Lake behind Costco **AND** all the airport traffic, **I doubt it!** Coming right off of the towns website regarding

Hockett Gulch alone, it states, "The site is anticipated to generate a total of 5,190 vehicles per day!" And, that's only 500 units!

I am begging you, the Eagle Town Bd to step back, take a few big breathes and do not approve any more development **until** you have a complete, independent traffic study done so you can fully understand the impacts of this much development, both approved and not approved, to the Town of Eagle. It's just the right thing to do! And, besides, lets not forget that residential does not pay its own way.

Annie Egan
215 Howard St
Eagle, CO

February 1, 2019

To: Town of Eagle Planning and Zoning
From: Charlie Gundlach
Color Coffee Roasters
Re: Reserve at Hockett Gulch

Dear Planning Commission members:

Hope you're having a great start to the new year!

I wanted to write to you regarding the Reserve at Hockett Gulch. As a young business owner, I would love to see this project come to fruition. I think it would be a great addition to the community.

It is well known problem in Eagle that businesses have a hard time finding and retaining staff. This problem is true for Color Coffee Roasters as well. In addition to this though, I can offer a different perspective.

When I started Color Coffee, I had the benefit of having family to stay with during the critical first 2 years of operating. Had I not had this, I would not have been able to make it work and Color would not be in Eagle. We'd be in Longmont, Ft Collins, or Grand Junction. I was not in a position to buy a home and could not find rental options that fit my budget. With more supply on the market in Eagle, prices might have been lower and options greater.

If Eagle wants to attract entrepreneurs and new businesses like Color, we need a variety of housing options, in all sizes and price ranges - especially for rent, not just for sale.

Thank you for considering my story, and others, when deciding to approve the Reserve at Hockett Gulch. Cheers to a prosperous and beautiful future for all of us in Eagle.

Best,

Charlie Gundlach



January 24, 2019

Planning and Zoning Commission
Town of Eagle
PO Box 609
Eagle CO 81631

Dear Commission members,

I've recently been made aware of the proposed development project in Eagle Colorado, the Reserve at Hockett Gulch. As a local business owner and board member of the Eagle Chamber of Commerce, I write you this letter in support of this proposed housing project.

My family owns Color Coffee Roasters in Eagle. We employ fourteen local staff persons in our cafe and wholesale production businesses. I can tell you that one of our greatest challenges as a local small business is recruiting and retaining staff. Young people are ready to re-locate to Eagle and work for us, but accessibility and affordability in our local rental housing market are preventing them from making the commitment to Eagle and to Color Roasters.

These local housing challenges coupled with our need to recruit and retain quality staff has forced me to offer the lower level of my home for temporary staff housing. I currently have two full-time employees living with us, and we very much look forward to the day when we'll find an affordable and livable housing alternative for both.

The proposed Reserve at Hockett Gulch can be, and will be, a possible solution to the housing shortages faced in our community. Eagle is a growing and vibrant mountain community with access to everything Colorado has to offer. People want to be here - Eagle has been "discovered".

We support your effort to bring this much-needed housing community to Eagle.

Best regards,

Clark Gundlach
Owner, Color Coffee Roasters

From: Bruce Hagedorn <bruce.r.hagedorn@gmail.com>

Date: Monday, March 25, 2019 at 9:51 AM

To: Carrie McCool <carrie.mccool@townofeagle.org>

Cc: Brad Hagedorn <brad@arcwestproperties.com>, Jesse Hagedorn <jesse.hags@gmail.com>

Subject: Fwd: New eagle project requested concessions. Rough draft.

Morgan,

Hope this finds you well. We have made significant progress on Eagle Landing to date, the first thirteen units are almost totally complete. Excavation on the Phase II foundations started this past week.

I wanted to reach out regarding the Reserve at Hockett Gulch project, after reading about its progress in the Vail Daily and Brad attending the initial P&Z meeting. We would like to voice concerns regarding concessions they have requested on impact fees, specifically around water and sewer fees. As you are aware, we requested similar concessions regarding tap fees and permit expenses during our DIA process. But it was stated that these were non-negotiable, and none were granted.

If it turns out that concessions are granted to this development, we will be coming back to the Town asking for refunds and concessions on the remaining units. All we want is an even fair playing field. To enhance another development's ability to artificially compete in the market is discriminatory. Especially as when we proposed our development, all agreed we were targeting a market that Eagle desperately needed. We have had to operate with limited margins to continue to provide the price point that we set out to meet.

I understand that staff opposed the concessions in impact fees during the P&Z meeting. So I know that it is not staff pushing this. But I wanted to voice my concern, and let you know that if concessions are granted for the new development, we would ask for an abatement in order to keep things equal for all.

Bruce Hagedorn

Gold Dust Capital Partners, LLC



January 30, 2019

Town of Eagle
Attn: Planning & Zoning Commission
CC: Town Trustees

Dear Planning Commission members,

Wanderlust Dog Ranch writes in strong support of the new Reserve at Hockett Gulch project. We have operated out of Eagle, Colorado for the last six years and have regularly dealt with the struggle to recruit and maintain quality staff due to limited housing availability, which is why your support of this project is encouraged.

The community is in need of housing specifically for those looking to root down and create a life in our vibrant mountain town. We currently employ seven local employees, however, staffing remains our biggest challenge. We have met with countless qualified candidates who are ready to make the move to Eagle but the opportunity to find an affordable place to live is not available.

It is vital to Wanderlust Dog Ranch to remain competitive and support our local community with the absolute best standard of dog care. This project is the solution to a very common problem among Eagle business owners and those wanting to move to our community. The support of this effort will minimize housing challenges and encourage continued growth among the town of Eagle.

We believe that approval of this project is critical to long-term sustainment of the local economy. It is for these reasons that we respectfully ask for your full and fair consideration of the new Reserve at Hockett Gulch project.

Best regards,

Jason Hershman
Owner, Wanderlust Dog Ranch

From: Heather Hower <hbhower@gmail.com>

Sent: Tuesday, April 9, 2019 5:24 PM

To: Andy Jessen <andy.jessen@townofeagle.org>; Anne McKibbin <anne.mckibbin@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>; Jenny Rakow <jenny.rakow@townofeagle.org>; Kevin Brubeck <kevin.brubeck@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Paul Witt <paul.witt@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>

Subject: Hockett Gulch

Dear Trustees,

Thank you for the time and effort you continually give to the town. Please do not approve the Hockett Gulch project, it is wrong in size and scale for the town and compromises the Eagle Area Community Plan's vision which states, "Eagle will continue to be a high-quality livable community." The many variances from Eagle's Land Use and Development code and EQR fee structure do not make this a good deal for Eagle. Forty-five-foot tall apartment buildings, 10 feet over the allowed height, and the lack of required open space will make these apartment buildings permanent eyesores in this area of our community where all others have adhered to the codes, while the millions of dollars in discounts requested would make this a liability on the town.

The Reserve at Hockett Gulch is not responsible growth. It would increase the population of Eagle by 12 percent. It isn't fiscally responsible to approve a development that would burden the town by increasing the use of Highway 6 ahead of its redevelopment with only \$366,000 in impact fees to the developer.

The Reserve at Hockett Gulch would place a considerable amount of additional hours on town staff, which is already compromised as we search for a new town planner/community developer. I second Willy Powell's remarks from the March 12 board of trustees meeting that the town must begin to consider long-range planning in its decisions, begin to connect information and simply pause before approving more development.

I support suitably sized rental unit developments in the town of Eagle. A perfect example is the Broadway Station with 22 units, constructed and managed by an Eagle resident.

I encourage the town's board of trustees to engage in long-range planning and preserve the small-town feel and character we all love here in Eagle. As a community, we have set goals and priorities to keep this town a place where we want to live, stay and play. I believe a 45-

foot tall, 400 rental apartment complex with only 30 percent guaranteed as affordable, and the requested concessions to reduce required open space and parking spaces is not in alignment of Eagle's character or vision. Please, reject the Reserve at Hockett Gulch's current land use application and work to come up with a more viable alternative.

Heather Hower

Brush Creek Terrace

Eagle

Town of Eagle
Planning & Zoning Commission

Dear Town of Eagle Planning & Zoning Commission members:

I have had my dental practice in Eagle since 2004. As owner of Castle Peak Dental on Market Street, we employ 21 dentists, hygienists and professional support staff. Finding suitable housing has always been a challenge for our staff, and it seems to be getting more difficult each year. Retaining quality staff and providing them with the means to enjoy the Eagle valley lifestyle is a top priority for me.

I am aware of the Reserve at Hockett Gulch project that is seeking to be annexed into the Town and is currently going through the approval process. I urge the planning and zoning commission to look favorably on this project as a means to provide high quality, attainable and very livable rental housing for employees of businesses like mine. Many of our staff are just starting their careers and are not ready to own a home. Rental properties in Eagle – especially those that allow pets and offer amenities like those proposed at the Reserve – simply don't exist.

The residents of the Reserve at Hockett Gulch will be valuable members of our community. They seek the same things we all do – the ability to live, work and contribute to a wonderful community like Eagle. While we hope these residents will be our potential customers, they'll definitely be customers of our coffee shops, breweries, restaurants, shops, movie theater, climbing gym and more.

Let's make it easier for our businesses to hire and retain quality staff, and for our valuable employees to call Eagle home.

Thank you,

A handwritten signature in black ink, appearing to read 'Summer Kassmel', with a stylized flourish at the end.

Summer Kassmel, DDS
Castle Peak Dental
56 Market Street, Suite 5
Eagle, CO 81631

To: Town of Eagle Planning and Zoning

From: Jeff Kennedy/ Moe's Original Bar-B-Que

We all know that housing has become a huge obstacle for all businesses in our valley. We live in a service oriented community, but service employees can no longer afford to live here. This, I believe, has begun to impact the quality of life available for our entry level employees. At Moe's Orig, we want the younger generation of the Vail Valley to love and appreciate this valley like we did when we were fortunate enough to move here. This is difficult to do these days, with rent easily gobbling up half of a month's pay. We have recently raised our prices and are passing the increase through 100% to our employees. This effort helps, but we need multiple solutions to the problem.

I think that the proposed Reserve at Hockett Gulch is a synergetic piece of the puzzle. It brings not only reasonable priced housing, but a super cool HOME for these employees to feel like they are part of a community. And the Eagle community is as good as it gets. The amenities of RHG are perfectly aligned with what we want our employees and families to experience in this community. I am open to be involved with any discussion moving forward because I truly believe that we need this type of development in town.

Can I get on the Lottery for RHG?

Thanks for your time.

Jeff Kennedy

Colton Berck

From: Stan Kensinger <StanK@oliverreg.com>
Sent: Sunday, February 3, 2019 2:34 PM
To: Planning and Zoning
Subject: Reserve at Hockett Gulch ("RHG")

Hi Planning and Zoning Commission,

This memo is being provided to you prior to your meeting on Tuesday, where The Reserve at Hockett Gulch project will be presented.

Both the Business Advocacy Council and I, personally, are in favor of approving this project when it comes before you. The reasons for our support are numerous and I believe compelling.

They are listed below:

1. The construction of up to 500 apartment units are very much needed for Eagle's workforce and families in need of housing. As you know, the west end of the Eagle Valley is sorely lacking for attainable housing as evidenced by projects recently completed in Gypsum and the Amerclnn/The House project in Eagle. With 30% of these units deeded to local workforce and all units offered first to town, county, fire, police, and school employees, this project will provide housing opportunities for critical/very important workforce employees. Although these units are not considered affordable, they are considered attainable and whether prospective tenants rent these units directly or other tenants rent the units that are vacated by the new tenants at "RHG", there will be 500 additional units in Eagle for residents.
2. As you know, all of Eagle's single family lots and single family housing opportunities have already been spoken for with Eagle Ranch and Haymeadow and I believe that our town's opportunity to have increased economic vitality is to have multi family in infill locations. This project provides just that opportunity.
3. 500 new units in Eagle will allow 500-1000 people to live, play and thrive in our community.
4. The inherent makeup of the tenancy for this project will, without a doubt, be young families and couples. Most or all of them live in Eagle in order to embrace our active and healthy lifestyle. They will be bikers, skiers, hikers, rock climbers, golfers, etc. They workout, eat and drink etc. and this additional density will embrace the retail, merchants and restaurants both our Downtown core and Eagle Ranch. More than likely they will walk, bike, etc. to these venues. These are the kind of people who deserve to live in Eagle.
What a Great opportunity for our town!!!!!!!!!!!!!!!!!!!!!!!!!!!!
5. The town will receive approx.. \$8,300,000 in one time fees and receive approx. \$1.2 in annual taxes and other revenues.
6. Upon completion of the project, the resident's of this project will contribute more than \$450,000 in sales tax revenues annually.
7. This is a quality development done by a quality developer who is very experienced and they have the financial wherewithal and strength od ownership to complete a quality project.
8. Approval of this project will help repair Eagle's image as a "Development Unfriendly" community and hopefully this approval will inspire others to consider similar in fill projects.

As you know, my philosophy is that if there is a GREAT Project that is GREAT for our town, then we all need to find a way to support the approval and success of a project like this.

This project fits this philosophy perfectly.

Thank you for your positive consideration of this project,
Thank you
Stan

Stanton Kensinger
Chairman

Business Advocacy Council
Eagle, Colorado

EAGLE, COLORADO ---- Where we are "OPEN FOR BUSINESS"



Eagle Chamber of Commerce

Business Advocacy Council

Working for Existing and New Businesses in Eagle

Stanton T. Kensinger
Principal/Co-Founder
Olive Real Estate Group, Inc.
PO Box 5020
Eagle, Colorado 81631
719-330-6009

From: [Jenny Rakow](#)
To: [Morgan Landers](#)
Subject: FW: Reserve at Hockett Gulch ("RHG")
Date: Thursday, March 7, 2019 10:33:21 AM

FYI

Jenny Rakow, CMC

Town Clerk - TOWN OF EAGLE

P | 970-328-9623 e | jenny.rakow@townofeagle.org

From: Stan Kensinger <StanK@oliverreg.com>
Sent: Thursday, March 7, 2019 10:30 AM
To: All Trustees <alltrustees@townofeagle.org>
Cc: Brandy Reitter <brandy.reitter@townofeagle.org>; Bill Shrum <bill.shrum@townofeagle.org>
Subject: FW: Reserve at Hockett Gulch ("RHG")

Hi Town Board Members,

This email is being provided to you prior to your meeting on Tuesday, where The "Reserve at Hockett Gulch" (RHG) project will be presented.

Unfortunately, I will be out of town on Tuesday .

Both the Business Advocacy Council and me personally, are in favor of approving this project when it comes before you.

The reasons for our support are numerous and I believe compelling.

They are listed below:

1. The construction of up to 400 apartment units, with additional units in the 2nd phase, are very much needed for Eagle's workforce and young families in need of housing. As you know, the west end of the Eagle Valley is sorely lacking for attainable housing as evidenced by successful projects recently completed in Gypsum and the AmerciInn/The House project in Eagle. All units will be offered first to town, county, school ,fire, and police. This project will provide housing opportunities for critical/very important workforce employees.
Although these units are not considered affordable, they are considered attainable and whether prospective tenants rent these units directly or other tenants rent the units that are vacated by the new tenants at "RHG", there will be up to 500 additional units in Eagle for residents. This is up to 500 units that do not currently exist in our town. That means that there will up to 800-1000 people who can live, play and spend their money in Eagle.
2. As you know, all of Eagle's single family lots and single family housing opportunities have already been spoken for, with Eagle Ranch and Haymeadow and I believe that our town's opportunity to have increased economic vitality is to have multi family in infill locations. This project provides just that opportunity.
3. The inherent makeup of the tenancy for this project will, without a doubt, be YOUNG couples and families. Most or all of them want to live in Eagle in order to embrace our active and healthy lifestyle. They will be bikers, skiers, hikers, rock climbers, golfers, etc. They all

workout, eat and drink etc. They will embrace the retail and restaurants both our Downtown core and Eagle Ranch. More than likely they will walk, bike, etc. to these venues. These are the kind of YOUNG people who we want in Eagle and who deserve to live in Eagle. We need an influx of YOUNG people here in our town.

What a Great opportunity for our town!!!!!!!!!!!!!!!!!!!!!!

4. The town will receive approx.. \$8,300,000 in one time fees and receive approx. \$1.2 in annual taxes and other revenues, upon full buildout.

5. Water:

I feel that the Town has the opportunity to balance the need for water conservation while making sure that a development project pays for all of the water that it will use. RHG's plan to use raw water irrigation and install water reducing measures is what we need in Eagle. I believe that they are guaranteeing their projected use with a significant penalty if they are wrong. Seems like a no risk proposition for the town.

We can't saddle quality projects like this with fees that don't reflect their true impacts.

I was surprised to find out that a similar project in Edwards and/or Vail would be \$2,000,000 less in water and tap sewer fees than Eagle.

Eagle needs to be competitive with the balance of the Eagle Valley.

6. Approval of this project could will help repair Eagle's image as a "Development Unfriendly" community and hopefully approval of this project will inspire others to consider similar in fill projects.

7. This is a quality development done by a quality developer who is very experienced in multifamily development. They have the financial wherewithal and strength of ownership to complete a quality project.

As you know, my philosophy is that if there is a GREAT Project, that is GREAT for our town, then we all need to find a way to support the approval and success of a project like this.

This project fits this philosophy perfectly.

Thank you for your positive consideration of this project,

Stan

EAGLE, COLORADO....WHERE WE CAN LIVE, WORK AND PLAY.....WITHOUT
DRIVING UP VALLEY!!

Stanton Kensinger
Chairman
Business Advocacy Council
Eagle, Colorado

EAGLE, COLORADO ---- Where we are "OPEN FOR BUSINESS"



Eagle Chamber of Commerce

Business Advocacy Council

Working for Existing and New Businesses in Eagle

Town of Eagle Board of Trustees

CC: Morgan Lander, Director of Community Planning

Subject: Concerns on the Reserve at Hocket Gulch

We have reviewed the application for the Reserve at Hocket Gulch and have many concerns on fit with the character of our town. Addressing a housing shortage in Eagle County is a concern of ours and the broader valley however the Town of Eagle should not allow a high-density development without partnership and community benefit. We are especially concerned that over a small parcel of under 30 acres, high density development is being considered including waiving town height building restrictions and town open space rules. This proposal gives away our small-town character with little in return.

Traffic –The proposed development relies a traffic study from more than 3 years ago and does not integrate with regional transportation planning. By 2040 traffic in the Sylvan Lake roundabout will be Level F, consistent with urban traffic jams according to the dated traffic study. Use of a 3-year old study is not consistent with industry practice and does not factor in the significant growth in the Lower Eagle River valley in recent years. Lack of integration with ECO Transit and regional mass transit plans will mean these 1200 residents will add to congestion and perpetuate the need of resident to commute in vehicles. At present this development is not addressing a major quality of life issue.

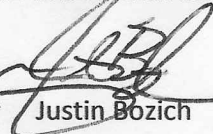
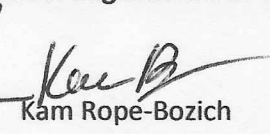
Height Waiver and Open Space Waivers – The 12 apartment buildings over 13 acres of HD/PUD-2 would be the tallest, most dense structures Eagle with the least open space. The Eagle community plan and overwhelming majority of residents do not want an urban mountain community of this density.

Community Paths – Eagle residents love their town trails but a soft path around the perimeter of the development is of limited use during a significant part of the year and is not well integrated into other paths. Integration with ECO Trails appears non-existent.

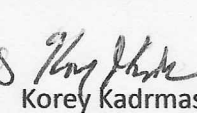
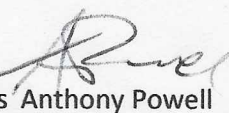
Fitzsimons property - The proposed development does not address nearby property of Corky Fitzsimons and adjacent BLM trails. This is a potential open space preservation opportunity and trail access to BLM trails network to the south. The development team could work to integrate the development with this access corridor but under the current development plan, no improvement will occur and access to the BLM trails will remain cut off from West Eagle.

Commercial corridor – The town should promote the traditional downtown commercial, Chambers Ave and the Eagle Ranch cores. Large scale commercial zoning outside of these underutilized areas risks further decentralized development.

This development is good start to helping with housing however this Annexation and PUD proposal place a heavy burden on the town residents. Business owners are understandably supportive of this development for both more customers and workers but to what end for residents. **Recommendation – delay or vote down this measure until revised with broader Eagle Board of Trustee and community input.**

 Keith Klesner
 Justin Bozich
 Kam Rope-Bozich

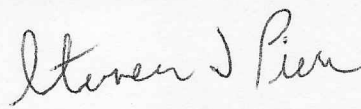
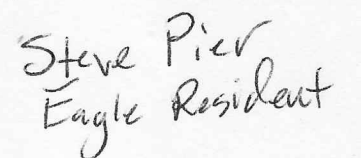
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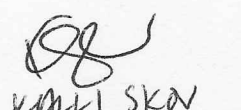
 Erin Kadrmas
 Korey Kadrmas
 Anthony Powell

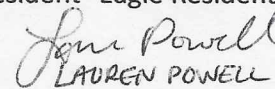
Eagle Resident Eagle Resident Eagle Resident

 Katie Klesner

Eagle Resident

 Steven J. Pier
 Steve Pier
 Eagle Resident

 Kelli Skov
 EAGLE RESIDENT

 Lauren Powell
 EAGLE RESIDENT

Colton Berck

From: Keith Klesner <keith.klesner@googlemail.com>
Sent: Wednesday, February 6, 2019 3:10 PM
To: Colton Berck; Morgan Landers
Subject: Reserve at Gulch Development Comments

Greetings,

I understand this project is up for planning and town board of trustess review. I am an Eagle Ranch homeowner at 110 Ewing St.

Density of 500 units is significant. I would prefer lower density but if more affordable housing can be realized in the project it is understandable so I ask the developer be pushed to offer affordable designated units.

EV infrastructure should be part of this large development to reduce carbon footprint of residents' transit. The biggest impediment to people buying plug-in vehicles is lack of public charging infrastructure. To enable residents to own EVs, chargers are needed where they live. For such a large development many parking spaces should have a charger installed and infrastructure installed for further building out. This should be a demand of the town for all new developments and encouragement to retrofit current condo and apartment residences. See this article.

[Condo-apartment-charging-moving-the-ev-revolution-forward](#)

Trail connection of Hocket Gulch to Hardscrabble trails is important however this should be non-motorized access as dirt bikes are loud and intrusive users. This is acute as the topography will bounce any noise right back into the development and residents/town should not be subject to motorized noise climbing out of this area. Additionally emissions from motorized users adjacent to this dense development is ill advised. Motorized access from more remote locations to the West near EGE airport are more appropriate.

Thank you for considering this input. Please share as appropriate within the town as these are important issues for such a large development.

Thank you,
Keith Klesner
303-253-1403

From: [Keith Klesner](#)
To: [All Trustees](#)
Cc: [Morgan Landers](#); [Brandi Resa](#)
Subject: Resident Concerns - Hocket Gulch Proposal
Date: Monday, March 11, 2019 11:19:01 AM
Attachments: [Concerned Residents Letter - Hocket Gulch.pdf](#)

Greetings,

I and several residents have just had a chance to review the 250+ page Hocket Gulch proposal.

The developer has put together a good package outlining the project and gathered business owners to speak positively on the project however **little to no resident input has been received or solicited. For an annexation adding 1200 residents and high density zoning/open space which is not consistent with the Eagle Area Community plan this is moving alarmingly fast.**

We agree housing in town and countywide is needed but annexations and PUDs must reflect the character of our small town and involve the community in such a large project.

I have outlined our concerns in the attached memo which in less than 24 hours garnered ten residents' signatures and highlights just some of the concerns with this project.

I urge the Board of Trustees to delay or reject this annexation until this project addresses these issues.

Please add the attached letter signed by these 10 residents to the 12 March BOT package.

Thank you,
Keith Klesner
110 Ewing St, Eagle, CO 81631

February 1, 2019

Planning & Zoning Commission
Board of Trustees
Town of Eagle
PO Box 609
Eagle, CO 81631

Dear P&Z Commission members and Trustees:

I recently met with the team working on the Reserve at Hockett Gulch, and my first question was, "When do you break ground?" A project of this size and quality, in this location, is just what Eagle needs. The residents at the Reserve at Hockett Gulch will not only be our employees, they'll be our customers, friends and neighbors. I strongly support approval of this project.

I encourage the P&Z members, staff and town trustees to find creative ways to get to "yes" on this quality project.

As someone who has stood (or sat) on both sides of the podium, I would like to thank you for your service. Thank you for your time and your dedication to our great community.

Best regards,

Yuri Kostick

To: Town of Eagle Board of Trustees

Re: Reserve at Hockett Gulch

Hockett Gulch looks like a great project for Eagle! Having more rental apartments in Eagle will make it possible for people who work in Eagle to live here. This project brings new apartments with local-friendly amenities to a location close to Grand Ave, downtown Eagle, Eagle Ranch and our trails. I support this project and think it's a good deal for Eagle.

Thanks for your time and consideration,

I think this is a great idea!
When my lease is up, I want to stay
in Eagle because I love it here but
finding affordable housing is difficult, this
would be awesome. - *Janni J. Janni*

As a new Eagle resident, I love this, and
would be excited about a place like this!
Cynthia Foster

Mayor
Town Council
Town of Eagle, Colorado

Dear Mayor and Council Members:

I don't live in Eagle, but I've become a frequent visitor. I recently chose to move to Denver after graduating from college. I happen to live in a community built by the same developer who is planning to build the Reserve at Hockett Gulch.

I wanted to address some comments I heard about the type of people who might live at Hockett Gulch because I am one of them. I graduated with honors from college as a fulltime college athlete. I moved to Colorado from New Jersey to pursue a career while enjoying an active lifestyle and incredible quality of life. I've never skied before and this past season I got in over 40 days while working for Vail Resorts in Broomfield. I am now an assistant golf pro at a prestigious country club in the front range. I come to Eagle to ride bikes with friends, and the trails are awesome but to be honest, the choice of places to go for food and drinks becomes repetitive.

I mentioned that I live in a community built by Mr. Lauren Brockman with Convergence Multifamily Real Estate Group. My place is spectacular. I have a really large 2-bedroom apartment that I share with one roommate. We live right at the edge of downtown Denver, and can walk or ride our bikes everywhere. The elegant appliances and amenities made my move across country encouraging to meet others in my building. The community is incredible. We have four outdoor pools, tons of indoor and outdoor entertaining space, a 2-story gym with floor-to-ceiling windows overlooking downtown Denver, secure entry, garage parking and so much more. So far everyone I've met living here is friendly and respectful of each other and the building is really well managed. And yes, as a 23-year-old recent college graduate, I can afford it.

My roommate and I often host holiday dinners for our families and friends. We couldn't be prouder of our place and love showing it off.

Please give people like me a chance to live in a great town like Eagle by voting to approve the Reserve at Hockett Gulch. We are the future and are going to keep the economy moving in the right direction.

Sincerely,
Bryan Mattingly

Hello Town of Eagle Trustees,

Please approve Reserve at Hockett Gulch! Eagle needs more rental apartments like this. These apartments are geared toward people like me who work in Eagle and would like to be able to live in a nice place that's close to work. I like that it's near trails and open space, and close to the new river park. It's also walking and biking distance to Moe's and other businesses on Grand Avenue, in Eagle Ranch and downtown.

Having more apartments gives people like me – who work here and want to call Eagle home – more options and more security. It's important to me that the town board considers local employees when you vote on this project.

Please vote yes!

Signed,
Moe's Original Bar B Que staff

1. Business Owner in Eagle.
Lived in Eagle for 8 years.
Need employee housing – Registered Voter
JEFF KENNEDY

2. Part of Community, Lived here for 20 years – Catronia College
3. CAN'T AFFORD MUCH IN THE VALLEY WITHOUT IT BEING
UNREASONABLY EXPENSIVE, SOME LEVEL OF WORKER
HOUSING WOULD BE NICE. – JACOB THOMPSON

4. HOMES THAT ARE ATTRACTIVE AND
AFFORDABLE ~~AND~~ BRING DESIRABLE
EMPLOYEES TO THE VALLEY FOR LONGER
MOST STABLE JOBS OPPORTUNITIES.
VOTER HOME
OWNER
JENNIFER AMERL

5. Shift Manager Moe's Original BBQ, lived in the Vail Valley for a year. As a resident to the state of Colorado and specifically Vail I know just how dire the living situation can be, its the driving factor as to why so many decide to move away. — Michael Campbell

6. lived in the valley since 2002.

Moved down valley (Eagle) in 2016, but housing continues to be a thorn in my side. More worker housing can attract more labor & families. Registered voter.

— Jeff Athey

To: Town of Eagle Board of Trustees
From: Al Musser
2315 Eagle Ranch Rd
Re: Hockett Gulch Multi Family Development
May 9, 2019

Good afternoon all,

I would like to share some thoughts with you regarding the Hockett Gulch development.

- 1) I believe we can all stipulate that there is significant shortage of rental housing, at reasonable prices in Eagle County.
- 2) The Town of Eagle has an opportunity to provide a solution to the shortage that exists.
- 3) Providing the solution is entirely consistent with the Town of Eagle Strategic Plan, Objective #8, as adopted in September 2017.
- 4) This is the kind of project that the new LBWTP was designed to support. I remember the discussions we had about the LBWTP and the supporting rationale from the town was always based on the need to have additional supplies to support the development that had already been, or would soon be, approved for the TOE. To not proceed with this project, after of course meeting the relevant planning and development guidelines, would be to make a mockery of the approval process for the LBWTP.
- 5) This project will generate significant amounts of Tap Fees. I believe the number is in the range of \$8 million dollars. While my recollection is that these fees cannot be used to pay down the loan, at least for the first 5 years, they can be held in reserve and used after that time to provide an early payoff of the loan after that time which would benefit the ratepayers of the town. Again, as I recall from the LBWTP approval process, the Town could not build a budget based on the inclusion of Tap Fees, because they are so unpredictable, so this windfall is a substantial plus to the Town and its overall operation.
- 6) As you make the decision on this project, you should ask yourselves what will happen if the decision is made not to go forward. Will there be another project? Can the cost numbers work out for a subsequent developer? How will the Town ever grow its business base and sales tax receipts? How will the loss of tap fees be made up? How will the town explain to citizens that the LBWTP that they approved will be underutilized because a positive development was not approved.
- 7) The TOE has the opportunity at this point to shed its anti-development persona and commit to the visions outlined in the TOE Strategic plan. It is long past time for the TOE to cease chasing business to Gypsum, taking with it the tax base, and the people.

- 8) I understand, sadly, that opponents of this project, have referred to the future residents as Icky People. There is no place in Eagle for that kind of cultural and economic xenophobia. I would remind all of us, that if apartment dwellers are Icky People, we were all Icky people at one time.

I would like to end with this thought, which mirrors the points made in Objective 8 of the Strategic Plan. We live in one of the most beautiful places in the country, and we need to be able to provide housing stock for people who provide the services that make the community work.

Leadership is hard, but the reward for strong leadership is seeing the right things done for the right reason. I ask you to stay the course you set in the Strategic Plan, set aside the naysayers and make the decision to move this town and its people forward into a bright future.

Thank you for all the work you put into the great town we live in.

Al Musser

Board of Trustees

Letter in Support of the Reserve at Hockett Gulch

First of all, thank you for your service to this Town and for all the hours and study you put into your jobs.

I am sorry that I am unable to attend this meeting on 8.27 regarding the approval of the Reserve at Hockett Gulch. We are out of Town and are unable to return for the meeting.

That said, I want to share some final thoughts, which are shared by many old and new members of this great Eagle community who I have spoken to, as the Town reaches the conclusion of the long approval process for this project.

Eagle has a choice, to grow and prosper for all citizens, new and old, or to stagnate, forgo opportunity and become a second tier town in a valley which is growing and developing. My lifelong experience has shown, time and again, that if a business, organization, or a community is not growing it will eventually die. To think that life can be made to stand still is a dangerous fallacy. An example to ponder, only 60 of The Fortune 500 companies in 1955 are still in the Fortune 500 in 2017. In 1955, I would bet that none of the 440 companies that went away thought they were at risk, but life waits for no one and they were left on the roadside while better prepared companies prospered.

As noted in the 2017 Long Range Plan, you were elected to serve as the leaders of the Town, and to develop strategies that would help the Town grow and fulfill its potential. I don't believe you were elected to manage the decline of the Town, which is where we could be headed if the Town turns down The Reserve at Hockett Gulch. We need you to break with past Town leadership, look forward, grow, serve a diverse population, increase tax revenues, provide a broader base of services, add restaurants and business, and revitalize the Broadway core. That means we stop sending tax revenue, development, and most all, people to other Towns up and down the valley

We are a strong community and we should always welcome people who will be a positive addition to our Community and those are exactly the people who will move to the Reserve at Hockett Gulch when it is completed.

I would also ask that you carefully consider the flawed thinking of the traffic argument against Hocket Gulch. I am certain that you have heard these arguments against growth for years. We need people to help this community grow including teachers, medical professionals, and public and private sector employees. Of course, that will bring more traffic, but the Town's job is to design a traffic system that moves vehicles efficiently. Remember, all residents, old and new, have cars. So, whose car is the problem? Is it yours, mine, or theirs?

Opportunity is an infrequent visitor, we need not to close the door to this great opportunity. Costs to design, build, and to develop will continue to increase. It is just a fact of life. So, if people think the rental costs are high in this project, and I don't happen to be one of those people, costs in the future will only be higher.

It is time to Do The Right Thing, approve The Reserve at Hockett Gulch project, set the Town on solid footing and make a difference in people's lives.

Thank you for considering these arguments in favor of The Reserve at Hocket Gulch.

Sincerely,

Alan Musser
2315 Eagle Ranch Rd
Eagle, Colorado

From: [Bruce Norring](#)
To: [Morgan Landers](#); [Jason Cowles](#); [Charlie Perkins](#); [Kyle Hoiland](#); [Jesse Gregg](#); [Stephen Richards](#); [Brent McFall](#); [Bill Nutkins](#); [Matthew Hood](#)
Subject: Hockett Gulch /Reserve at Hockett Gulch
Date: Tuesday, February 5, 2019 5:14:06 AM

Planning Commision

I'd like to go on record regarding the Reserve at Hockett Gulch project.

I, in general feel a project like this is much needed in the community. My primary concern, if built, is exterior lighting. Although this may be early in the process to address this I don't want it to be overlooked in the end. The exterior lighting needs to be minimized as much as possible so we don't end up with the massive light trespass issue that exists at the Eagle Health Care Center. (it looks like a used car lot at night.)

Thanks in advance for your attention to this matter.

Bruce Norring
702 Prince Alley



Town of Eagle
200 Broadway
Eagle, CO 81631

May 13, 2019

Town of Eagle Trustees,

I'm writing on behalf of Hardscrabble Trails Coalition (HTC) regarding the proposed Reserve at Hockett Gulch multi-family housing development project. HTC is a non-profit 501-c-3 non-motorized trail advocacy and volunteer work group focused on improving and maintaining high quality trail experiences on public lands surrounding Eagle and Gypsum, Colorado.

The Reserve at Hockett Gulch project proposes to provide needed workforce housing close to downtown, and the extent of density proposed and its impacts should be effectively mitigated. It is our understanding that the applicant is requesting a variance from Town of Eagle open space requirements, and is offering a public path and trail head parking area as mitigation.

While these amenities would provide public benefit, we don't believe they are adequate in relation to the additional density proposed for the development. Moreover, such amenities could exacerbate trespassing issues across the adjacent property to the south of the proposed development owned by Corky Fitzsimmons, where historically persons have been known to illegally cross this private property to access BLM lands and the Hardscrabble Recreation Management Area beyond.

We humbly request that the Town Trustees *not* approve the open space variance request as currently proposed from the applicant, and recommend consideration of additional open space improvements and/or access public benefits, which could include, among other alternatives, negotiation along with other community stakeholders to gain public access through the Fitzsimmons property and Hockett Gulch itself.

Having this project in its location with inclusion of a potential trail head to access BLM property immediately adjacent to it could be a great model of development which may provide adequate mitigation of open space requirements on the property as part of the applicant's variance request.

The fact that we have a development interest, along with an open space variance request, along with the adjacent Fitzsimmons property owner willing to sell which could provide for this access point is a great opportunity we should leverage our community partnerships to fully explore. Not only could the Fitzsimmons property potentially allow for improved access to BLM land, the 70 +/- acre itself would provide for an amazing scenic hiking loop which excellent high quality views of the Brush Creek valley, Castle Peak, and the beautiful Town of Eagle for generations to come --- all within minutes of Eagle Ranch or downtown.

To the contrary, not having this access point, by adding hundreds of households to the immediate area, may further create a trespassing situation difficult to manage and enforce. Also, a project named the *Reserve at Hockett Gulch* without access to its namesake could present an irony representative of a missed opportunity.

To potentially remedy this, HTC would be happy to work with the applicant and potentially other stakeholders to identify other open space public benefit options for consideration, including negotiation of purchase and/or access through the Fitzsimmons property.

Again our request to the Trustees is to *not* grant the current open space variance as currently proposed, and suggest to the applicant that additional open space mitigation options be considered as part of its request.

Thank you for all that you do for our amazing community and supporting the unique recreation resources surrounding our Town.

Sincerely,



Adam Palmer
President
Hardscrabble Trails Coalition
www.hardscrabbletrailscoalition.org

HARDSCRABBLE TRAILS COALITION

EAGLE, COLORADO | HARDSCRABBLETRAILSCOALITION.ORG | FACEBOOK: HARDSCRABBLE TRAILS COALITION

To: Eagle Board of Trustee
C/O Morgan Landers
Fr: Willy Powell

RE: Reserve at Hockett Gulch
Recommendations for an Improved Project

I have studied the application and offer the following recommendations for an improved Hockett Gulch Project. While this ambitious project brings needed employee housing to the town, it wrongfully evades some of the town's well-meaning regulations and needs further scrutiny in certain areas. Below are my recommendations and observations.

Public Transit

I have discussed this project with Chris Lubbers, ECO Transit Director. Because of the nature and intensity of the project both Chris and I recommend a transit stop along Highway 6 with a divider lane and a modest parking area. Additionally Chris has told me that dedicated parking for ride sharing should be incorporated into the project. ECO Transit has not been contacted by the town or the applicant and the agency should be involved. The existing transit stop near the Sylvan Lake Roundabout is not convenient and could impose safety concerns for those walking to the stop.

Parking

Three parking spaces at the Leasing Center and pool seem inadequate and should be fully justified. The PUD Guide also does not include the town's well intended multi-family additional parking for guests and overflow. Adequacy of parking should be evaluated after the first phase and adjusted accordingly.

Improvements to Highway 6 and Sylvan Lake Road

Has the Annexation/Development Agreement spelled out the timing of completion of the improvements?

Commercial Zoning

Should Area 3 be allowed for town-wide commercial? The town needs more affordable housing, not another commercial zone in addition to the existing underutilized zones now in existence. Small scale commercial intended principally for the on-site population may be good, but limitation on the total commercial area and maximum size of stores should be incorporated into the plan.

Domestic Water

Has the town decided the project can come on line before the Lower Basin Water Treatment Plant is completed, or is it the intent that project occupancy be timed with opening of the plant? If before, has the town concluded the Upper Basin Plant has sufficient capacity.

Exterior Path System

The current plan for the exterior trails calls for soft paths. Would the project be better served if the paths be hard surfaced and maintained for year round use?

Fitzsimmons Property

Corky Fitzsimmons has related to me that neither the town nor applicant has approached him for access to the Hockett Gulch soft paths. Lack of access could lead to the creation of an attractive nuisance with law enforcement consequences. Should a monetary fund be created between the applicant and town to pay for the needed easement? For example, should the applicant be required to contribute a fee for each unit created and to be matched in some proportion with town open space funding.

Recreation

While the project incorporates small pocket parks throughout, it is questionable if the totality of the recreation proposal is adequate. Would the project be well served by incorporating a playing field, like all other subdivisions in Eagle of this size.

Conclusion

The project is well intended and brings needed housing to the town. Certain refinements to the project should be further studied and incorporated into the project.

From: Willy Powell <powell.willy@gmail.com>

Sent: Thursday, July 11, 2019 3:23 PM

To: Carrie McCool

Cc: Bryon McGinnis; Deron Dirksen

Subject: Hockett parking

Carrie,

I just reviewed the one page parking report for Hockett Gulch PUD, opining the nationwide parking requirement should be between 1.0 to 1.37 spaces per unit. However this is a nationwide study and I think many of these projects have better public transit. Living in the mountains requires most people to own a car and given the rent schedule proposed we will probably see two adults in many units.

The largest apartment project in Eagle is Eagle Villas where they met the town code for parking. However the parking at the complex always spills over to Nogal Rd. So the existing parking code is not even sufficient for that complex. Eagle County has several apartment complexes where I believe they required a full code parking requirement. I'm especially referencing the Lake Creek Village in Edwards. I recommend contacting the County to see what the parking requirement is at the complex and how it is working. Or require the applicant to do a local study.

I discussed the parking with Bryon McGinnis and Deron Derksen today and they both agree with me the town parking requirements should not be waived.

Have you made a list of all the variances from code requirements the applicants are trying to achieve so they can place up to 500 units. I understand many people support this project because we need more apartment housing and I agree. However everyone I talk to says 500 is too many and should be lowered to around 300. What density could they achieve without sliding on the town requirements.

Willy Powell

powell.willy@gmail.com

970-471-0748

Jessica Lake

Subject: FW: Hockett Gulch public hearing

From: Willy Powell <powell.willy@gmail.com>

Sent: Monday, August 19, 2019 2:48 PM

To: Carrie McCool <carrie.mccool@townofeagle.org>

Cc: April Kroner <april.kroner@townofeagle.org>; Jessica Lake <jessica.lake@townofeagle.org>

Subject: Hockett Gulch public hearing

Carrie,

The Hockett Gulch public hearing on August 27 will bring many citizens to voice their concerns. I hope your staff report will contain many items to improve the project, and I recommend the public hearing is continued. I recommend a continuation for several reasons as follows.

- the public hearing will have many comments.
- Is the parking adequate? I earlier sent an email to ask the town study other multi-family projects in Eagle County to evaluate their individual parking standards and judge if it is adequate. Has the study occurred?
- I recently met with the town's development team. At the meeting I suggested the town have a delegation visit a project of the apartment developer, and I believe all agreed. The team should evaluate the quality of construction and management of the project.
- While I believe most citizens support the project for needed rental housing, the majority believe the project is too dense. One of my recommendations is there should be a playing field incorporated in the project, which could lower the density. I opine the project application is highly deficient for recreation. Another of my recommendations for recreation is to have the circular path be paved and maintained for year-round use.
- Has ECO Transit been involved?
- In my earlier email, I floated the idea of having a fee for each unit dedicated to assist in purchasing the Fitzsimmons property. Lack of access to Hockett Gulch for recreation portends to have a cross jurisdictional law enforcement attractive nuisance problem.

Thanks for reviewing my concerns, Willy Powell

powell.willy@gmail.com

970-471-0748



January 21, 2019

Town of Eagle
Attn: Planning & Zoning Commission
CC: Town Trustees
Sent via email

Dear Planning Commission members,

Vail Valley Partnership is the regional chamber of commerce, with over 850 members throughout Eagle County who collectively represent over 80% of the local workforce. We are dedicated to the economic vitality of the valley, and as such our board of governors – which includes residents & business operators throughout Eagle County – has identified workforce housing as our number one priority.

The Partnership board of governors supports the Reserve at Hockett Gulch project proposed in Eagle and believes it is a good project, in a good location, that helps meet our community housing needs. We encourage your support of the project.

As locals know, Eagle County's cost of living is higher than many other places. To no one's surprise, housing is the key element pushing Eagle County's overall cost of living above the U.S. average. The Council for Community and Economic Research produces an annual County Cost of Living Index (CCLI) that serves as a measure of relative cost of living between different locations across the county.

Eagle County's cost of living indexes at 176.30 against a nationwide average of 100. In the CCLI, a number above 100 is more expensive than the U.S. average, and a number below 100 is less expensive than the U.S. average. Housing costs in Eagle County, however, are indexed at 340, while most other consumer goods and services in the county fall slightly above or below the U.S. average, making housing the primary driver elevating local living expenses.

Eagle County faces a gap in the availability of ownership and rental housing that is affordable for local residents. Residents are burdened by high housing payments. Employees are forced to commute long distances. According to the annual workforce survey, employers believe that the availability of workforce housing is a critical or major problem in Eagle County. The Eagle County Housing Assessment shows a shortfall of 4,500 units to meet current needs.

Workforce and affordable housing has long been an issue in Eagle County. The difference today is the demographic data clearly shows an increased need for more affordable housing options for the current and future Eagle County workforce. Addressing our affordable housing issue is essential to the continued success and growth of our business community across industry sectors.



When we look at the current affordability gap we see a \$234,310 gap for that 100% AMI family, and even at 140% AMI, there is still a \$97,600 gap. These new affordability gap numbers point to the increased need for more affordable housing options for the current and future Eagle County workforce.

Currently and anecdotally, units that have been long-term workforce rentals are being removed from that market as they are converted into short-term rentals. This has the potential to grow both catch-up and keep-up needs for workforce housing.

The Partnership recently hosted the inaugural US Mountain Community Housing Summit, with over 100 attendees ranging from investors to developers, municipal planners to community stakeholders. Three themes came out of the housing summit that are relevant to The Reserve at Hockett Gulch:

1. Communities such as ours are finding ways to get to yes and to provide efficient entitlement processes.
2. Housing needs also fall in the middle, not just at the low end of the spectrum.
3. Will take all kinds of projects, and all kinds of public-private partnerships and compromises, to solve our needs.

We want to ensure our community can remain competitive to keep locals local and to support our business community. We encourage local governments and boards to approve appropriate in-fill projects such as the Reserve at Hockett Gulch, and to be open-minded and flexible to grant appropriate variances to local code to facilitate the development of these projects.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Romer", with a long, sweeping horizontal line extending to the right.

Chris Romer
President & CEO
Vail Valley Partnership



Town of Eagle
Attn: Town Trustees
Sent via email

Dear Town of Eagle Trustees,

“There goes our small town...” It’s a yarn that has been spun for years in towns across America and is currently percolating (again) in Eagle County. Consider:

- Highway engineer Charles Vail routed Highway 6 through the Eagle Valley over what is now Vail Pass in 1940. Inhabitants at the time surely cried “there goes our small town.”
- Pete Siebert and Earl Eaton, along with others from the 10th Mountain Division, returned to Colorado after World War II and bought the ranch that existed at what is now the base of Vail Mountain. They opened Vail Mountain in December 1962. Valley residents and other ranchers at the time surely felt as if their small-town life was threatened.
- Vail Village quickly grew and housing expanded to East Vail and West Vail; lodging and base operations spread into Lionshead Village. By the late 60’s and early 70’s, Vail was the most popular ski resort in Colorado. Also by this point in time, some who had been here from the beginning surely felt their small town life was over.
- In November 1972, the state’s voters weighed in on whether they would authorize a \$5 million bond issue to help finance the Olympic Games. Residents at the time overwhelmingly rejected this by a 60-40 margin, in fear that hosting the Olympics would surely lead to growth and crowds, and citizens around the state celebrated that they most certainly did their part to save small town life in rustic Colorado.
- Beaver Creek Resort opened for business in 1981 and purchased neighboring Arrowhead four years later. Critics claimed that Colorado and Eagle County didn’t need another ski resort; what might this unfettered growth do to our small-town lifestyle?
- The World Alpine Ski Championships were recruited to Eagle County and hosted in 1989, as Vail and Beaver Creek were squarely on the world map and among the most popular and recognized ski resorts in the world. This event – hosted again in 1999 and 2015 – surely led to nostalgia among those who missed small town life that existed earlier.
- Eagle County Regional Airport began receiving mainline jet service by early 1994 with service from American, Delta, Northwest, and United Airlines from cities around the country. 36 jet flights a week being operated by these airlines into the airport during the winter ski season early in 1994. Air service into Eagle County led some residents to decry the noise from planes and feeling as though our small-town life would never be the same.



- In 1999, the Eagle Ranch development was approved and in 2009 Town of Eagle added roundabouts to help with traffic mitigation. Neighbors and residents wondered what would happen to their small town with this unfettered growth; in reality, both have been additive to the Town of Eagle.

Yet thanks to the foresight and leadership of our community leaders throughout the years, Eagle County has grown into a modern, successful community. We enjoy access to Denver via I-70, powder days on Vail and Beaver Creek mountains, mountain resort villages that are vibrant and lively, world-class events throughout the summer and winter seasons, air service from 15 markets, a vibrant college system, and medical facilities that are best in class for any community our size.

We never did land the Olympic Games, but that hasn't stopped Colorado from growing into a cosmopolitan state with a vibrant mix of communities.

We've come a long way, yet at each step there are those who mourned the death of our small-town lifestyle. Today, opposition to housing projects such as Reserve at Hockett Gulch in Eagle (and Booth Heights in East Vail) is led by voices claiming that we are losing our small-town charm.

To that we say nonsense. Our small-town charm isn't based on building heights, in-fill density, or allowable zoning use on private lands. Our small-town charm is based on friendly people enjoying our recreational amenities and lifestyle; it is based on locals taking care of each other; it is based on community. It certainly isn't based on having workforce housing at the entry to the community (Beaver Creek and Aspen both have large scale workforce and employee housing at their entry points which are additive to their communities). Community is driven by the sense of belonging.

What is "killing" our small-town atmosphere and our community is the inability to retain those who want to stay in this place. Providing housing for those who desire to make a life here supports our small-town atmosphere and is additive to our community. You have the data and the facts; you know the allowable zoning; we encourage you to support Hockett Gulch to help maintain Eagle and Eagle County's small-town charm by investing in Eagle's people.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Romer", with a long, sweeping horizontal line extending to the right.

Chris Romer
President & CEO
Vail Valley Partnership

Town of Eagle Board of Trustees

CC: Town of Eagle Planning Staff

Re: Application for the Reserve at Hockett Gulch

Trustee's,

I am writing this letter as a resident of Eagle in support of the Hockett Gulch project. I have been following the application process for the Reserve at Hockett Gulch; I have attended an informational presentation by the applicant, the P&Z presentation, and read a number of online comments and letters regarding the project. As is common with development applications, it seems that the opponents of the projects have the loudest voice and I am concerned that the Trustees may take this to mean that there is not public support for this project. I speak with a broad range of residents, and assure you that there is support for this project. Below are some counter-points to the arguments that I have read in various posts and letters.

- A consistent comment from the opposition is that attainable housing is badly needed in our community...just not here, and not now. It seems that we can all agree on the first point, but I would ask where and when is a better time? It is extremely difficult to find a parcel of land large enough to build the number of units necessary to make an impact in our housing shortage that is also in close enough proximate to transportation, commercial centers, schools, police and fire protection, and existing parks. I can't think of many in Eagle. This location is likely the least burdensome, and most beneficial for the Town of Eagle in terms of incremental infrastructure and services. Imagine the cost to provide these same services to a parcel up Brush Creek, or further east down Highway 6.
- I'm not sure I understand why density is a bad word. Or why folks that want to see "Smart Growth" aren't asking for more density. It is density that allows us to preserve excess land for open space. If you put 500 units on individual .5 acre parcels, then there won't be any open space left to preserve. Density also allows us to consolidate services and infrastructure, making these things more affordable for the current residents. It seems odd to me that in the same argument, someone can object to the density, but then request more open space dedication, or fees for services.
- I also understand that the applicant is asking for a break from the open space/recreation dedication. It seems in the history of Eagle, now is a good time that we might consider relaxing this requirement for the sake of our workforce. We need a place for our workforce to live, we need it to be walking distance to amenities and transportation. I think what we need a little less of, at this moment in time is another couple of pocket parks. This development literally backs up to almost endless BLM and then National Forest. It is a quick stroll to a dozen parks, on a creek with a couple of miles of public fishing access, and a short walk across a bridge to a multi-million dollar river park that we are in the process of constructing (and they will help service the debt with every dollar they spend in town). Let's not push out badly needed homes, for a bit more recreational facilities.
- I have heard from opponents that only business owners are supporting this project. Yes, business owners do appreciate more potential customers so their businesses can survive, and they may be able to pay their employees a more livable wage. But I argue that we should too, as existing residents. These new residents may provide the critical mass necessary to help attract certain

services that are not currently located in Eagle due to the smaller population or support the business that struggle to make it in our commercial cores. We will also experience a new diversity in restaurants, clothing stores, etc with additional patrons that could support new choices to existing residents.

Thanks for your consideration,

Levi Rozga

Colton Berck

From: Gary Scanlon <gscan49@hotmail.com>
Sent: Wednesday, February 6, 2019 10:23 AM
To: Planning and Zoning
Cc: All Trustees; Morgan Landers
Subject: Hockett Gulch PUD public hearing

I was unable to attend last night's P&Z Commission meeting, but wish to offer the following concerns:

As an Eagle resident and a retired real estate development professional, I agree that the Hockett Gulch site should be developed as high density residential. However, I think that it is ridiculous to even consider that 500 dwelling units and possibly an additional 30,000 sf of commercial can be appropriate for this size site. I hope that you will thoroughly review the developer's plans and suggest that you require that a scale model be prepared so that you can fully understand the massing of the project and the negative impacts of such high density.

Even more important, It is time that the P&Z Commission and the Town Board of Trustees do something for the residents by requiring the Eagle Post Office to solve its problems. Cars were backed up on Chambers Ave every afternoon in December and many other days throughout the year because the Post Office does not have enough employees or adequate parking. There are no PO Boxes available to serve the Hockett Gulch project or any other future project, and the 30 parking spaces at the Post Office are grossly inadequate. Certainly the Town should be able to demand that the Post Office resolve these issues. I appreciate that the Town is planning for growth by investing in a new water treatment plant, but we also need a post office that can serve the existing population as well as future growth. It is time to stop forcing the town residents put up with the inconveniences of a totally inadequate and understaffed post office.

Thank you!

Gary Scanlon
937-673-4751

From: [Gary Scanlon](#)
To: [Anne McKibbin](#); alltrustees@townofeagle.com
Cc: [Morgan Landers](#); [Gary Scanlon](#)
Subject: RE: The Reserve at Hockett Gulch PUD
Date: Saturday, March 9, 2019 6:48:55 PM

To the Eagle Town Board of Trustees,

With respect to the proposed Reserve at Hockett Gulch development, I strongly agree that a project of this type is good for the community and appropriate for this particular site. Since this will be the premier development at the eastern gateway to the Town of Eagle, it is important that the Trustees and the residents and businesses of Eagle can be proud of this project. I understand and support the desire for additional affordable housing, but continue to question why the Town would allow 500 units to be crammed onto this site. Eagle prides itself as a healthy outdoor community. Would not an attractive and well planned development of 300 or 350 units provide a better quality of life for its residents?

Perhaps at the meeting you will give consideration to some of the following concerns:

- Are three story, 45 foot tall buildings and acres of asphalt desirable at the gateway to Eagle?
- Is adequate green space being provided on the site? Is the amount of green space sufficient for 1250 people and perhaps 500 dogs? Will the size of the playground be sufficient for perhaps 250 children? Or will the children have to play in the parking lots? Will the 45 foot tall buildings block the sunlight?
- Is the proposed number of parking spaces really adequate? I doubt that any additional spaces can be added in the future. What if a resident comes home from work late and all of the parking spaces are already taken? Will he or she be forced to park on the shoulder of Route 6 or Sylvan Lake Road?
- How will the additional traffic congestion on Route 6 be addressed and at whose expense? What will morning rush hour be like with potentially 1000 cars leaving Hockett Gulch to go to work every morning?

Let's approve a project we will be proud of!

Sincerely,

Gary Scanlon
937-673-4751

Dear Eagle Town Board of Trustees,

I am writing to you regarding the proposed Reserve at Hockett Gulch, as a Town of Eagle business owner, resident, and member of the Eagle Business Advisory Council.

As you may know, I recently expanded my yoga studio, Yoga Off Broadway, to include a second location at the new Eagle Climbing+Fitness facility. I am banking on Eagle's continued growth to support two locations, both with increased staff and new community members. I

n order for this growth to happen, I believe Eagle needs to support well-designed development, in in-fill locations, close to existing businesses. The Reserve at Hockett Gulch appears to be a good example of the type of project we should encourage to add to vibrancy to our community and encourage businesses like mine to grow.

I hope you will look favorably on the Reserve at Hockett Gulch's application as a positive project for Eagle.

Thank you!
Yvonne Schwartz
Owner, Yoga Off Broadway

From: [Jenny Rakow](#)
To: [Morgan Landers](#)
Subject: Fwd: NO to Hocket Gulch
Date: Monday, March 11, 2019 7:29:08 AM

Get [Outlook for iOS](#)

From: Lucila <lulicres@gmail.com>
Sent: Monday, March 11, 2019 7:19:29 AM
To: All Trustees
Subject: NO to Hocket Gulch

A new high density rental development at Hocket Gulch? We have concerns that 500 units on 30 acre is being considered including waiving town height building restrictions and town open space rules.

Please keep Eagle the way we love!

Lucila Tvarunas

Sent from my iPhone

Town of Eagle
Board of Trustees
P.O. Box 609
Eagle, CO 81631

Dear Trustees:

I'm writing to you regarding the proposed Reserve at Hockett Gulch PUD and annexation.

As a member of the Eagle County Housing Task Force and board member for Habitat for Humanity, I am personally and professionally a strong advocate for addressing the dire housing needs of our community, up and down the valley. While we're seeing some progress being made, much work still needs to be done. Our county has a shortage of housing in all price ranges and types, and adding inventory to the marketplace throughout the valley is the only way to address this.

As I'm sure you know, the greatest barriers to construction of workforce housing, not just in Eagle County but nationwide, include NIMBY-ism, land and construction costs (or lack of land), and communities with outdated codes and a reluctance to find creative solutions.

Local municipalities can make a meaningful impact by improving processes and amending codes, and by eliminating or reducing outdated requirements when appropriate, such as open space and parkland dedication, that compete directly with being able to address housing supply. Eagle County and the Town of Eagle are well positioned to address open space needs, with local and countywide funding mechanisms solidly in place. Workforce housing cannot compete on this level.

I'm very familiar with the Reserve at Hockett Gulch. It is a good project. It is in the right location for the density needed to ensure that a workforce housing development is realized. It will help to balance the housing options in the town of Eagle from an abundance of single family, for-sale units that leave a lot of potential residents out of the market. The proposed deed restrictions are significant and offer new options not currently existing in Eagle. It will bring a significant amount of revenue to the town, in both one-time fees and annual revenues. It will add vibrancy to the community with a missing population segment, not just as workforce, but as residents who will spend money in Eagle's shops and restaurants. And it will help to make a dent in our countywide housing shortage.

I urge you to vote favorably for the Reserve at Hockett Gulch as currently proposed. It is a step in the right direction for Eagle and Eagle County.

Thank you,

Kristin Kenney Williams
President, Commfluent Inc.
kristin@commfluent.com



**Town Board of Trustees
Tuesday, March 12, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Meetings are also aired online at <https://vimeo.com/channels/Townofeagle/>.
Times listed are approximate and are subject to change.*

TRUSTEES PRESENT

Anne McKibbin, Mayor
Kevin Brubeck, Mayor Pro Tem
Scott Turnipseed
Matt Solomon
Paul Witt
Mikel "Pappy" Kerst
Andy Jessen

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Morgan Landers, Town Planner/Comm Dev Director
Jeremy Gross, Marketing and Events Manager
Lynette Horan, Human Resources Manager
Bill Shrum, Assistant to the Town Manager
Bryon McGinnis, Public Works Director
Frederick E. Tobias, Town Engineer
Deron Dirksen, Utility Manager
Colton Berck, Planner I

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL – Turnipseed arrived at 6:03 pm.

ADOPTION OF AGENDA – Mayor McKibbin stated we will shift Resolution 15-2019 to be heard before Hockett Gulch public hearing.

PUBLIC COMMENT – Mayor McKibbin opened public comment, there was no public comment.

OPEN PUBLIC HEARING

Land Use File Number AN17-01 Red Mountain Ranch Annexation

Mayor McKibbin opened Land Use File Number AN17-01 for public comment.

PUBLIC COMMENT:

Cynthia Lepthien – Cynthia stated she has looked at Red Mountain Annexation and expressed her concerns regarding the proposal near the river and wildlife impacts.

Mayor McKibbin thanked Cynthia for her comments and reiterated that this file will have a public hearing on March 26th.

There was no further public comment.

CONSENT AGENDA

1. Minutes
2. Bill Pay
3. Resolution 14-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving an Intergovernmental Agreement with The Eagle County Housing and Development Authority for Affordable Housing Services
4. Resolution 16-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Setting Forth Check and Electronic Fund Transfer Signing Authority *(Removed)*
5. Resolution 17-2019 A Resolution Adopting The 2018 Eagle County, Co Hazard Mitigation Plan Update and Authorizing the Chairman of Eagle River Fire Protection District to Sign the Approved Agreement – change the entity. *(Removed)*

Board Comments: Concern expressed regarding authority listed for signature in Resolution 17-2019 and whether it should be changed and moved to the March 26, 2019 Agenda. Trustee Brubeck had concern that he was not able to fulfill Resolution 16-2019 as a signor for the Town. Both Resolutions were removed from the Consent Agenda. Request to finance that any electronic payments would be noticed to the vendor.

MOTION: Trustee Witt motioned to approve the Consent Agenda for Items 1-3. Motion was seconded and PASSED with a vote of six (6) in favor (Solomon, Jessen, Brubeck, McKibbin, Turnipseed and Witt) and one (1) abstain Kerst.

TOWN MANAGER AND DEPARTMENT UPDATE

Town Manager Update – Brandy stated staff is continuing to work on home rule with Town Attorney on researching raft Charters received from Colorado Municipal League and CIRSA that can be reviewed by the public as a draft.

Board Comments: Requested annexation of the fairgrounds before the river park. Brandy will work on that with Eagle County. Concern regarding returns of large deposits and whether they have a financial impact related to expenditures in our accounts. Jill Kane stated that all expenditures are listed in the Bill Pay but are in a liability account which does not affect accounting.

Department Update – no comments.

Lower Basin Water Treatment Plant Update, MWH Constructors – Bryon McGinnis stated he met with Trustees Brubeck and Turnipseed regarding overview of the water plant and progress reports, schedule and timeline. Trustee Brubeck stated project is going as expected with some cost overruns due to weather but is still within contingencies.

NEW BUSINESS

Resolution 15-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving the Second Amendment to Annexation and Development Agreement for The Haymeadow Development

Morgan Landers stated her memo outlines pros and cons regarding the requested extension. This was noticed to the Public and no public comment has been submitted.

Rick Pylman was present and stated this is a straightforward extension due to the timing of construction. Final Plat will be submitted to the Town next week, this will give us time to ensure we do not have to come back and request another extension.

Mayor McKibbin opened this item for public comment.

PUBLIC COMMENT:

Kim Bradley, 122 Soleil Circle. Kim stated she would like to see this project kept moving forward, as delays in construction have effects other residents and developments.

Rosie Shearwood, 908 Brush Creek Road expressed her concern regarding the extension and requested the town take into consideration the changes in the Town over the past five years and the number of units approved. Also expressed concern regarding impact on wildlife and traffic. Would like to slow down this process.

Mayor McKibbin informed the public that the Planning Commission will hear this file on Tuesday March 19 and would be appropriate for additional public comments.

Mayor McKibbin closed public comment.

MOTION: Trustee Jessen motioned to approve Resolution 15-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving the Second Amendment to Annexation and Development Agreement for The Haymeadow Development. Motion was seconded and PASSED unanimously.

PUBLIC HEARING - QUASI JUDICIAL HEARING

Mayor McKibbin opened File# AN18-01 and PUD 18-02.

Project: Reserve at Hockett Gulch Annexation and Planned Unit Development

Mayor McKibbin provided public with public comment process, and limited public comment to 3 minute per person.

Morgan Landers stated that the incorrect minutes were included in the board packet and offered the audience a copy of the February 5th Planning Commission Minutes.

Morgan Landers stated staff has received additional public comment since publishing the packet and entered the following into record:

Email 3-9 Levi Rozga
Email 3-9 Gary Scanlon
Email 3-11 Lucia Tvarkunas
Email 3-11 Keith Klesner
Letter 3-11 Ten Residents
Email 3-6 Ellen Bodenheimer
Email 3-11 CJ Spell
Email 3-12 Andre Bujulin
Email 3-12 Jan Rosenthal

Morgan Landers stated that applicant representatives Dominic Mauriello, Dan Metzger and Lauren Brockman were present for this meeting. Morgan gave brief overview of the file and application process.

Dan Metzger provided the Board and audience with an overview of the property and the proposal in front of the Town Board and stated that as the applicant, they were not seeking approval tonight.

Dominic Mauriello provided his presentation to the board. Outlining the Reserve at Hockett Gulch PUD stated it will provide for residential and limited commercial development that can provide a catalyst for the redevelopment of the Grand Avenue corridor and West Eagle area while supporting the Eagle business community with access to housing for its employees. The project will add vibrancy to the Town by growing our population in a compact design and location with limited impacts to existing residential areas. This area is described as an infill site with opportunity to allow density that is connected to trails and easy to get to the community. The intent is to create workforce housing and apartments that are 30% deed restricted. This is not a second home community. It will create an economic influx into the community. Fiscal analysis projects 900 people when fully built out. We have water attorneys and consultants in the room. This project does not work if we must abide by the town's water fees. We are asking for a compromise. We are proposing 40% of what the town requires. A proposal and plan have been created to address concerns regarding water fees.

Board Comments: Concern regarding fee proposal for water and reasoning for the Town to reduce fees for this project. Further discussion regarding Hockett Gulch proposal to incorporate penalties for water usage outside of proposed structure. Concern regarding current citizens and developments that are required to pay the rates as outlined in the Town Code and making exceptions. Concerns about continuing hearing process if water issue is the determining factor for the approval.

Morgan Landers gave the Board the Planning Department presentation which includes the annexation, PUD zoning map and request for site specific development plan.

Michael Erion provided the Board with information regarding the water plant investment fees and information regarding EQR methodology and application. There is no process to change the EQR schedule without amending Town code. The request being made is a waiver of fees and a 60-70% reduction. Mary Elizabeth Geiger, Town Water Attorney stated that the fee structure has nothing to do with usage. It is buying into the water and sewer infrastructure. It is for water operations, maintenance and replacement. The only item that has room for negotiation is water rights dedication as it is not based on usage and is more flexible.

Michael Erion reiterated that the Town has not granted variances or waivers on plant investment fees. You have others with pending projects and were not given waivers and are paying the rates. The town does have discount for deed restricted and that is applicable for Hockett Gulch for those units. Right now, Annexation of this project with conditions listed is recommended for approval.

Board Comments: confirmation that the staff recommendations do not include waiving any plant investment fees. Discussion regarding fee in lieu for parkland, however, there is not a per acre valuation in our code . Discussion regarding height variance and if they would be amenable to 45 feet to ridge and not midpoint. Response was they were following IBC and would look at it. Storage for residents of these units was also discussed, all storage would be internal. Inquiry into ongoing costs and fiscal impact to the town for this project were requested. It was stated these were included in the analysis. LERP for rentals was also discussed and how that would be managed. Morgan stated the IGA with Eagle County will address the management of these units. Income and resale caps and amounts were also discussed. This project was intended to address middle group of citizens that make too much for assistance and those that are not able to afford single family. Financing for the project is also related to the deed restricted units as proposed.

Mayor McKibbin opened public comment (8:09 p.m.) and limited each speaker to three minutes.

PUBLIC COMMENT:

Corky Fitzsimmons recommended denial of the project due to the impact on his property and trespassers. Urged the town ask developer to purchase his land for open space to remove the trespassing issue and create an amenity for those residents and the Town.

Mick Daly, 1843 East Haystacker Drive urged approval to support the missing generation of 20-30-year olds and to strengthen the economy. This project will stimulate growth and rental costs will normalize with more units available.

Willie Powell 21 Violet Lane urged approval as there is a desperate need for housing. Public transit may be willing to make a stop at this location. Requested paved path and not soft to ensure year-round use. Would like more active recreation included in the proposal, i.e. playing field. Water fees are a perpetual right to clean water.

Corey Palmer 325 Loop concern regarding discount on water fees and impacts on future generations and residents. Other projects and town may never recover from discounts offered.

Nicole Aslin 127 Kelly Clark Ct. this is a good project for the town and community. Would like to maintain our recreation opportunities and access to Hockett Gulch, which is an undervalued asset. Would like to see the Town or developer work with Corky to access that land. Appraisal of the land should be shared with the Town to determine solutions to that property.

Keith Kleser 110 Ewing had previously submitted a letter with other Eagle residents. Traffic, density and waiving open space requirements are top concerns with this project. A rental deed restriction does not add value when there are no caps on rents and no income restrictions. Not sure if these will be affordable. The income needed to rent is calculated at \$80K, which is significant cost for these units. The open space requirement should respect our rules.

Matt Marple 7 Hermits Owner there is a problem with housing in this Town. There is a lack of inventory and it is difficult to hire employees with no housing available.

Clark Gundlach average age of employees is 24 and everyone wants to stay but cannot find affordable rental property. Approve project for next generation of Eagle residents.

Matt Jones, 70 Greenhorn compromises are difficult on housing in mountain communities. We have a lot of open space available in the Town of Eagle and this project has close proximity to open space amenities without including it in their project. Access to Hockett Gulch should be the developer's problem to solve. Deed and Rental restrictions have successfully been done in other communities including Vail.

Rosie Shearwood 901 Brush Creek Road traffic impact on highway six is a concern and density of this project is too much for the land and access.

Chris Romer Vail Valley Partnership has a regional view of this project in that it wants a thriving community. If mitigation cannot occur on water and traffic we need to find ways to say yes. Rental prices can be addressed by increasing the supply. The deed restricted units proposed by Hockett Gulch is adequate and a good target percentage at 30.

Jon Stavney cautioned compromising on water fees, allowing flexibility on housing and deed restrictions should also remain flexible. Project location is good for traffic bordering highway six, and an easement across Corky's property has value.

Steve Lindstrom 1140 Capitol as a business owner most of us are looking for more customers and employees and this project brings both. This will serve a generation that wants to live here. Allow the market to sort itself out with less restrictions, as more restrictions increases costs. No nightly rentals is more important. Urged negotiating towards approval.

Anna Robinson 29 Red Haw Close – agreed with Mick Daly in that this project supports a full community lifecycle and includes retirement and downsizing option currently not available.

Al Musser 2315 Eagle Ranch Road – this is a unique opportunity for our community and a housing option. Employees are tired of struggling to find a place to live and making sacrifices. This is a difficult decision but needs a solution, so we do not lose another opportunity. Adding residents may solve the cost of water.

Bruce Norring 702 Prince Alley – agreed with Jon Stavney's comments.

Mayor McKibbin closed public comment and opened to the Town Board.

Board Comments: Would like to see a summary of the issues that the Board needs to work through. As presented now approval could be staff recommendation. Based upon this proposal we should modify our LERP policies. With no caps on appreciation of income, unsure who can afford them. Resident occupied only restriction is new and would like to see more discussion on that topic. Interested in negotiating but finding water issue difficult in being consistent and predictable for residents and developers alike. Request by applicant attorney to keep water topics separated from plant investment fees and tap fees. Water rights dedication is the more flexible item for negotiations. Confirmed

commitment with Town Attorney that the approval is for zoning. Confirmed that deed restricted units, including rentals will run with the land and will be recorded against the property. Any conversion requests would need to approve before any changes occur.

Applicant requested technical discussion on water proposal and reduction in fees. Park land dedication would also need to be discussed further. William DeOreo water engineer for the project iterated his view and research of the water issue and methodology.

Mayor McKibbin stated that the Board would recess to executive session and resume the regular meeting afterwards.

MOTION: Mayor McKibbin motioned to enter into Executive Session pursuant to CRS Section 24-6-402(4)(b) and (e) to receive legal advice on specific legal questions and to develop a strategy and instruct negotiators regarding annexation and annexation agreement for Reserve at Hockett Gulch Planned Unit Development and will include Michael Erion, Morgan Landers and Bryon McGinnis. Motion was seconded and PASSED unanimously. (9:17 p.m.)

Mayor McKibbin resumed the regular meeting at 10:07 p.m.

MOTION: Mayor McKibbin motioned to continue Files AN18-01 and PUD 18-02 to the April 9, 2019 Town Board Meeting. Motion was seconded and PASSED unanimously.

MOTION: Trustee Witt motioned to extend the meeting until 11:00 p.m. Motion was seconded and FAILED with a vote of six (6) in favor and one (1) against. (*Must be unanimous*).

MOTION: Trustee Witt motioned to extend the meeting until 10:30 p.m. Motion was seconded and PASSED unanimously.

CLOSE PUBLIC HEARING

Mayor McKibbin closed the public hearing on Land Use File Number AN17-01 Red Mountain Ranch Annexation.

MOTION: Mayor McKibbin motioned to continue the public hearing on File Number AN17-01 to the March 26, 2019 Town Board Meeting. Motion was seconded and PASSED unanimously.

OLD BUSINESS

NWCCOG THOR & Broadband Options – Brandy provided the Board with supplemental information in their packets on the contract negotiations. We have a worksession meeting with NWCCOG attorneys tomorrow. We would like to share any feedback with them tomorrow. The change in participation does increase our cost for the project build and recurring monthly cost. We may need an amendment later this year.

Board Comments: Confirmed that the budgeted costs after the contract is signed will all be billed in 2019. Expressed support despite increased cost. Interested in getting anchor institutions committed in writing. The Meet Me Center would need additional funding and an operating plan if located in Town

Hall. There are choices within the contract for providers other than Mammoth. Concerns with Eagle County committing to being a partner and decision on Meet Me Center location.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

Mayor McKibbin will have an update on the Post Office. Currently drafting a letter to congressional representatives.

Trustee Solomon requested that xpressbillpay show historical data online like the paper invoices.

Trustee Solomon worksession interactive presentation on in lieu of policies, downtown parking etc. this could help with new land use code and other committees.

ADJOURN – 10:30 p.m.

APPROVED:



Anne McKibbin, Mayor



Jenny Rakow, CMC Town Clerk



TOWN OF EAGLE, COLORADO
ORDINANCE NO. 15
(Series of 2019)

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN EAGLE COUNTY AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT (RESERVE AT HOCKETT GULCH)

WHEREAS, on March 7, 2018, the owner of the unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property") filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on March 13, 2018, the Board of Trustees found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on August 27, 2019, the Board of Trustees conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town; and

WHEREAS, the Board of Trustees finds that it is desirable and necessary that the Property be annexed to the Town.

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

Section 1. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

Section 2. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

Section 3. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 4. The Annexation 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 Annexation Agreement on behalf of the Town.

Section 5. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of

Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 6. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 7. Effective Date. This Ordinance shall take effect 30 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON AUGUST 27, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

ANNEXATION AGREEMENT
(Reserve at Hockett Gulch)

THIS ANNEXATION AGREEMENT (the "Agreement") is entered into and made effective as of the _____ day of _____, 2019 (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 BCP-EAGLE I, LLC, a Colorado limited liability company with an address of 1555 Blake Street, Suite 210, Denver, Colorado 80202 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer is the owner of the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on March 7, 2018, Developer filed a Petition for Annexation with the Town;

WHEREAS, Developer desires to annex the Property to the Town and thereafter intends to develop the Property into a mixed-use project (the "Development"); and

WHEREAS, contemporaneously with the annexation of the Property, the Board is approving a planned unit development for the Property (the "PUD").

NOW, THEREFORE, 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:

1. Purpose. The purpose of this Agreement is to set forth the terms under which the Property will be annexed to the Town. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Eagle Municipal Code, as amended (the "Code"), and other applicable law.
2. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended.
3. Rights Reserved. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.
4. Zoning. Developer hereby consents to the zoning of the Property as Planned Unit Development pursuant to Chapter 4.11 of the Code, and as further set forth in the PUD. Notwithstanding any other provision of this Agreement, should the Town fail to approve the PUD, Developer shall be entitled to rescission of this Agreement without any penalty whatsoever.

5. Development Agreement.

a. Prior to the Town issuing the first Development Permit for the Development, Developer shall execute a development agreement with the Town (the "Development Agreement"). The Development Agreement shall include all of the following provisions, at a minimum:

i. *Public Improvements Generally.* A requirement that Developer construct, at its own expense, all public improvements required for the Development (the "Public Improvements"), which requirements shall be determined at the time of submission of the Development Plan application.

ii. *Sylvan Lake Road Improvements.* A requirement that Developer construct the required northbound left hand turn lane into the Development and southbound right deceleration lane into the Development, which shall be the only required improvements on Sylvan Lake Road.

iii. *Grand Avenue Road Improvements.* A requirement that Developer construct the eastbound right deceleration lane into the Development, the eastbound right acceleration lane out of the Development, and the westbound left hand turn lane into the Development, which shall be the only required improvements on Grand Avenue.

iv. *Water Line.* A requirement that Developer install a 16" water line. The Development only requires a 12" water line, but the Town has requested a 16" water line. The Town shall pay for the cost of the upsizing to 16", provided that Developer, prior to construction, 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. The fractional increase 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.

v. *Restroom.* A requirement that Developer, at its cost, construct a waterless vault toilet system restroom on a parcel of land owned by the Town and adjacent to Property, as shown on the PUD. The Town may instead require Developer to install a water and sewer-serviced restroom, provided that the cost of designing and constructing the restroom shall be allocated between Developer and the Town as follows: Developer, prior to construction, shall obtain: a bid from its preferred engineer and contractor for the design and construction of the waterless vault toilet system; and a bid from its preferred engineer and contractor for the design and construction of a water and sewer-serviced restroom. The fractional increase between the two bids shall be used to determine the Town's *pro rata* share of the actual costs to install the restroom. In addition, prior to construction, the Town shall grant Developer a temporary construction easement sufficient to allow Developer to construct the restroom on the Town's property. The restroom shall be subject to the Town's standard acceptance and warranty procedures.

iv. *Insurance and Indemnification Provisions.* Standard insurance and indemnification provisions.

v. *Performance Guarantee.* A requirement that Developer post a performance guarantee to secure the construction of the Public Improvements in a form and amount reasonably acceptable to the Town and in accordance with the Code, as amended.

vi. *Impact Fees.* An acknowledgment that all impact fees to be paid by Developer, including without limitation the street improvement fee set forth in Code § 4.13.220, the fire protection impact fee set forth in Code § 4.13.230, the water plant investment fee required by Code § 12.16.010, and 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.

vii. *Workforce Housing.* The required workforce housing to be included in the Development as delineated in the PUD and this Agreement.

viii. *Maintenance.* Provisions addressing maintenance of open space and landscaping in the Development.

ix. *Open Space.* A requirement that at the time of the recording of the final plat, Parcel OS-1, as described in the PUD, will be conveyed to the Town by special warranty deed, subject to the reservation of any temporary or permanent easements necessary for construction, utilities, debris flow mitigation, drainage and fencing.

e. *Assignment.* A provision allowing assignment of the Development Agreement to SLR Apartments or an affiliate thereof, or any other future developer of the Property that owns the Property in whole or in part.

f. *Other Provisions.* Language reflecting Sections 7, 8, 9 and 11 of this Agreement.

b. With alternates approved by the Board of Trustees in the PUD, the PUD satisfies the municipal and park land dedication required by Code § 4.13.190 and the school land dedication required by Code § 4.13.080, so those dedications need not be addressed in the Development Agreement.

6. Term and Termination.

a. This Agreement shall commence on the Effective Date. If the PUD is not approved by the Town or is successfully challenged, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever. If the annexation proceeds and the PUD is approved, this Agreement shall terminate as of the effective date of the Development Agreement.

b. If any judicial proceeding or other legal action is brought by a third party, including referendum or initiative, that challenges this Agreement, the annexation of the

Property to the Town, the PUD or any of the Town's resolutions or ordinances approving the annexation of the Property to the Town, this Agreement or the PUD, this Agreement will remain in full force and effect through and until the 31st day following entry of a final, non-appealable order resolving such legal action, unless earlier terminated or modified by a written amendment signed by all Parties. However, to the extent any development permits, building permits, or any other approval necessary for the Development are delayed or withheld due to the legal action described above, any obligations of Developer under this Agreement shall be tolled until resolution of such legal action.

7. Access.

a. *Easement.* The Town, at no cost to Developer, shall grant Developer a non-exclusive easement to Developer for the construction, maintenance, repair, replacement, and other similar items of a road for vehicular and pedestrian ingress and egress from the Development to Sylvan Lake Road, in a location to be mutually determined by the Parties.

b. *Permits.* Developer intends to submit to the Town applications for two access permits for vehicular access and curb cuts on Sylvan Lake Road and Grand Avenue in the approximate locations depicted in the PUD, subject to rules, regulations and guidelines applied by the Town and further subject to public health, safety and welfare concerns. If the applications comply with the Code and other applicable law, the Town agrees to issue such permits, provided that nothing herein shall constitute a waiver of the Town's police power to protect the public health, safety and welfare.

8. Water.

a. *Raw Water Irrigation.* Developer shall install, maintain, operate, repair and replace a raw water irrigation system to provide nonpotable water for irrigation of permanently irrigated landscaped area in the Development, unless Developer is legally prohibited from doing so and provides evidence thereof to the reasonable satisfaction of the Town. 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. Code § 12.16.060 currently allows for a raw water irrigation credit toward the 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. For the Development, 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. 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.

b. *Housing Credit.* As of the Effective Date, the Code allows for a 50% reduction in water plant investment fees for each deed-restricted or local employee housing unit in the Development (the "Housing Credit"). The Parties hereby agree that the Housing Credit will apply to all for-sale and for-rent housing units in the Development that meet the criteria in Section 14 of the PUD. Notwithstanding the foregoing, the Housing Credit shall be capped at 22.5% of the total for for-rent housing units 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.

c. *Previous Water Rights Dedication.* Developer's predecessor-in-interest previously dedicated a portion of the Property's water rights in Ditch No.3, which resulted in an agreement with the Town, recorded in Eagle County on July 13, 1981 at Reception No. 222183, for a water rights dedication credit of 88.0 EQRs (the "EQR Credit") for purposes of calculating any fees-in-lieu or further water rights dedication requirements that the proposed Development would require beyond the EQR Credit. Upon the effective date of the annexation, Developer shall dedicate all of its remaining interest in the Ditch No. 3 water right (13.1 acre-feet of historical consumptive use), which shall satisfy and be utilized for the Development's raw water irrigation system. Developer shall be responsible for paying any and all costs and fees incurred by the Town in pursuing a case in water court to change this remaining interest in Ditch No. 3 to be used for the Development's raw water irrigation system; provided that, other than the payment of such costs and fees, Developer shall not be responsible for the water court litigation or the outcome thereof and the Town shall not require from Developer any additional water rights dedication beyond the 13.1 acre-feet of historical consumptive use available under Ditch No. 3 to satisfy the needs of the raw water irrigation system.

d. *Cash-in-lieu of Water Rights Dedication for Potable System.* After the dedication of Developer's remaining interest in the Ditch No. 3 water right described above for use in the raw water irrigation system, Developer does not have any remaining water rights associated with the Property to dedicate to meet the water rights dedication requirements set forth in Code § 12.26.030. Therefore, prior to the issuance of the first building permit for the Development, Developer shall pay \$3,500 per EQR for 272.5 EQR for a total of \$953,750. Such payment is not an impact fee, because it is paid in lieu of the water rights dedication required by Code § 12.26.030, which is a substitution of cash for buckets of water to ensure that the Town has sufficient cash to purchase water that may be necessary to serve the Development as set forth in Code § 12.26.010. Code Chapter 12.26 is a supplemental requirement for annexation pursuant to Code Chapter 4.15 and the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and is not to be construed as altering, modifying, eliminating or replacing any requirements set forth therein.

9. Grand Ave 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. Vested Rights. The PUD, together with any conditions of approval imposed by the Board of Trustees, shall constitute 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 7 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.

11. Payment of Improvement Recapture Fees to West Eagle Ranch, LLC.

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 as set forth on **Exhibit B**.

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 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.

12. Workforce Housing.

a. *For-Sale and For-Rent Restrictions.* 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 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 C** 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 D** 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.

b. *Timing.*

i. Each 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.

ii. Each 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. *Rental of For-Sale Unit.* 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.

d. *Non-Residential Uses.* There shall be no local employee residency requirement for any non-residential uses in the PUD.

13. Real Estate Transfer Assessment. Within 30 days of the Effective Date, Developer shall record a covenant against the Property requiring payment of a real estate transfer assessment in the amount of 2% of the consideration paid for each non-exempt transfer of any real property in the Development (the "RETA"), up to a maximum of \$250,000 per transfer. The covenant shall be in substantially the form attached hereto as **Exhibit E** and incorporated herein by this reference. The funds collected from the RETA shall be transmitted to the Town, to be deposited in the general fund and used for public purposes as the Town determines necessary.

14. 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.

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.

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

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

BCP – EAGLE I, LLC

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2019, by
_____ as _____ of BCP-Eagle I, 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:

8/22/2019

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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 14.27 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.

SURVEYED LEGAL DESCRIPTION PREPARED BY:

JAMES S. KUNKEL, PE/PLS #23089
FOR AND ON BEHALF OF INTERMOUNTAIN ENGINEERING.
JOB NO. 150050 DATED AUGUST 6, 2015

EXHIBIT B

Recapture Amounts Calculation

The Reserve at Hockett Gulch Recapture Fees

Sylvan Lake Road Extension =	\$0.00
Highway 6 Access Improvements =	\$395,321.64
Wastewater Improvements =	\$32,382.33
Total Recapture Fees =	\$427,703.97

Sylvan Lake Road Extension

Total Cost = \$1,635,334.90

Per MOU with West Eagle Ranch, LLC dated November 13, 2007

Per the *Transportation Impact Study for The Reserve at Hockett Gulch* ; dated January 30, 2018; prepared by McDowell Engineering, LLC, there are no vehicle trips generated for this section of roadway.

The Reserve at Hockett Gulch Pro Rata Share = \$0.00

Reserve at Hockett Gulch Trip Generation - Highway 6 Access Improvements

Total Cost of Highway 6 Access Improvements = \$1,983,299.25

(Per MOU with West Eagle Ranch, LLC dated November 13, 2007)

Vehicle Trips Generated by The Reserve at Hockett Gulch at Build-Out to Hwy 6 Access*				
Total Vehicle Trips	Avg. Weekday Total (ADT)	Directional Distribution**		Contributing Trips (ADT)
		From Hwy 6 (west)	From Sylvan Lake Rd	
Residential	3262	50%	25%	2447
Retail	1928	55%	5%	1157
New Contributing Vehicle Trips				3604

Developments Contributing to ADT	ADT
Eagle Ranch	11,521
Haymeadow	2,956
Reserve at Hockett Gulch	3,604
Total	18,081

From 'Exhibit J' Haymeadow Recapture Fees

From 'Exhibit J' Haymeadow Recapture Fees

The Reserve at Hockett Gulch Pro Rata Share = $(3604/18,081) \times \$1,983,299.25 = \mathbf{\$395,321.64}$

*Per the *Transportation Impact Study for The Reserve at Hockett Gulch* ; dated January 30, 2018; prepared by McDowell Engineering, LLC

** The trip distribution percentages were obtained from Figures 9-11 of the Transportation Impact

Wastewater Improvements

Total Cost = \$204,379.20

(Per MOU with West Eagle Ranch, LLC dated November 13, 2007)

Developments Contributing	EQRs
Eagle Ranch	1270
Haymeadow	837
Reserve at Hockett Gulch	396
Total	2503

Per Haymeadow ADA 3/24/14

Per Sanitary Sewer PIF
Calculation

The Reserve at Hockett Gulch *Pro Rata* Share = $(396/2503) \times \$204,379.20 = \$32,382.33$

EXHIBIT C

Deed Restriction

EXHIBIT D

Rental Restriction

EXHIBIT E

Real Estate Transfer Assessment

COVENANT OF REAL ESTATE TRANSFER ASSESSMENT

This Covenant of Real Estate Transfer Assessment (the "Covenant") is made by _____ ("Owner"), effective upon its recording in the Eagle County, Colorado, real property records (the "Effective Date").

WHEREAS, Owner owns that certain property more particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner entered into an Annexation Agreement with the Town of Eagle, Colorado (the "Town") dated _____ and Owner agreed to a residential real estate transfer assessment in the amount of 2% of the Consideration (defined below) paid for each residential property transfer of any portion of the Property, excluding Exempt Transfers (defined below); and

WHEREAS, each person acquiring any interest in any portion, lot or tract within the Property shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, to have agreed to comply with this Covenant and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

NOW THEREFORE, Owner hereby covenants and binds the Property as follows:

1. **Covenant.** Owner hereby covenants and agrees that, except for Exempt Transfers, a transfer assessment (the "Transfer Assessment") based on a percentage of the Consideration paid on the transfer of any portion of or interest in the Property shall be due and payable by the Transferee at the time of transfer and shall apply to each transfer of any portion of or interest in the Property. The Transfer Assessment is 2% of the Consideration for such transfer and is capped at \$250,000.00 for any single transaction. Owner hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis.
2. **Definitions.** For purposes of this Covenant, the following words are defined as follows:
 - a. "Transfer" means and includes, whether in one transaction or in a series of related transactions, any conveyance, ground lease with a term exceeding 30 years ("Lease") or other Transfer of beneficial ownership of any residential portion of the Property, including but not limited to (i) the conveyance of fee simple title to any residential portion of the Property, (ii) the Transfer of more than 50% of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns the Property, and (iii) the Transfer of more than 50% of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns the Property. "Transfer" shall not mean or include the Transfers excluded under Section 3.

b. "Transferee" means and includes all parties to whom any interest in the Property passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Covenant.

c. "Fair Market Value" means the Consideration, as such term is defined below, given for the Transfer, or, in the case of a Transfer that is a Lease not exempt under Section 3 or is otherwise not in all respects a bona fide sale, as determined by the Town. The Town shall give written notice to the Transferee if the Town disputes the Consideration as the Fair Market Value within 15 days after the Transferee provides the Town the report of the Transfer as required herein. Failing to do so, the Consideration shall be deemed binding as the Fair market Value of the Transfer. If the Town objects by written notice delivered to the Transferee within the time allotted herein, then a Transferee may make written objection to the Town's determination within 15 days after the Town has given notice of such determination, in which event the Town shall obtain an appraisal, at the Transferee's sole expense, from a real estate appraiser of good reputation, who is qualified to perform appraisals in Colorado, who is familiar with Eagle County real estate values, and who shall be selected by the Town. The appraisal shall be binding on both the Town and the Transferee as to the Fair Market Value of the Transfer. Notwithstanding the foregoing, where a Transferee does not make a full report of a Transfer within 15 days after the time required by this Covenant for making such report, the Transferee shall be deemed to have waived all right of objection concerning Fair Market Value, and the Town's determination of such value shall be binding.

d. "Consideration" means and includes the total of money paid and the Fair Market Value of any property delivered, or contracted to be paid or delivered, in return for the Transfer of any Property, and includes any money or property paid or delivered to obtain a contract right to purchase any Property, and the amount of any note, contract indebtedness (including without limitation obligations which could be characterized as contingent land gain), or rental payment reserved in connection with such Transfer, whether or not secured by any lien, mortgage, or other encumbrance, given to secure the Transfer price, or any part thereof, or remaining unpaid on the property at the time of Transfer, whether or not assumed by the Transferee. The term "Consideration" does not include the amount of any outstanding lien or encumbrance for taxes, special benefits or improvements in favor of the United States, the State of Colorado, or a municipal or quasi-municipal governmental entity.

e. "Affiliate" means, with respect to the person or entity, any other person or entity which controls, is controlled by, or is under common control with, such original person or entity. For the purposes of this definition, "control" means the ability to directly or indirectly manage, determine and control the operations and business affairs of a person or entity, whether through the ownership of at least fifty percent (50%) of the voting securities, by contract or otherwise.

3. Exemptions. Except to the extent that they are used for the purpose of avoiding the Transfer Assessment, the Transfer Assessment shall not apply to any of the following (each an "Exempt Transfer" and collectively "Exempt Transfers"),:

- a. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivision of the State of Colorado.
- b. Any Transfer to Owner or an Affiliate of Owner.
- c. Any Transfer to a lender pursuant to a deed of trust or other security interest ("Financing Encumbrance").
- d. Any Transfer pursuant to a foreclosure, sale, transfer, assignment, or deed-in-lieu pursuant to the rights and remedies of any Financing Encumbrance or other Transfer for the benefit of creditors.
- e. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;
- f. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;
- g. Any Transfer made (i) to an Affiliate without consideration except of the cancellation of stock, membership interest, or other beneficial interest; or (ii) by an entity, trust or joint venture (collectively, an "Entity") to its shareholders, partners, members, or beneficiaries (collectively, the "Members") in connection with the liquidation of such Entity or other distribution of property or dividend in kind to Members, if the Property is Transferred generally pro rata or in accordance with its Entity organizational documents to its Members, and no consideration is paid other than the cancellation of the Member's interest in the Entity.
- h. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.
- i. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second assessable Transfer in a series of transactions which includes only one effective Transfer of the right to use or enjoyment of a Property.
- j. Any lease of any Property (or assignment or Transfer of any interest in any such lease) for a period of less than 30 years.
- k. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure.

l. The subsequent Transfer(s) of a Property involved in a "tax free" or "tax deferred" trade under the Internal Revenue Code, including but not limited to like-kind exchanges.

m. Any Transfer of any portion of the Property that does not contain inhabitable, residential improvements.

4. Application for Exemption.

a. In the event of any Transfer evidenced by a recorded deed that is claimed to be an Exempt Transfer, the Transferee shall apply to the Town Manager for a certificate of exemption. The burden of proving any exemption shall in all cases be upon the one claiming it. The certificate may be issued by the Town Manager either before or after the execution of the instruments effecting the Transfer. The certificate shall be in a form prepared by the Town Manager. For any Transfers not evidenced by a recorded deed, including but not limited to Entity restructures, the Transferee may, but is not required to apply to the Town Manager for a certificate of exemption.

b. Any exemption denied by the Town Manager may be appealed to the Town's Board of Trustees (the "Board of Trustees") within 7 days, and such appeal shall be considered by the Board of Trustees within 30 days of receipt of the same and the appellant shall not be required to post any bond or deposit while the appeal is pending.

5. Receipt and Application of Funds. The Transfer Assessment may be paid either by the buyer or the seller of the Property, as may be negotiated in each transaction. All Transfer Assessments shall be paid directly to the Town. A portion of the funds may be used to administer the collection of the Transfer Assessment.

6. Penalties and Liens. Penalties and liens shall be imposed as set forth below.

a. Except for Exempt Transfers, the Transfer Assessment is due and payable at the time of the Transfer, and is delinquent if it remains unpaid for 30 days thereafter. In the event that the Transfer Assessment is not paid prior to becoming delinquent, a delinquency penalty of 10% of the amount of Transfer Assessment due shall accrue. If a portion of the Transfer Assessment is paid prior to becoming delinquent, the penalty shall only accrue as to the delinquent portion. Interest shall accrue at the rate of one and 1.5% per month, or fraction thereof, compounded annually, on the amount of Transfer Assessment exclusive of penalties, from the date the tax becomes delinquent to the date of payment. The Town shall also be entitled to recover the reasonable expenses of collection, including attorney fees and court costs, which shall become part of the Transfer Assessment.

b. Any person liable for a Transfer Assessment who causes the deed, instrument of conveyance or document evidencing said Transfer to be filed of record in the office of the Eagle County Clerk and Recorder or attempts to so record the document before the Transfer

Assessment and all penalties and interest thereon have been paid in full, shall be in violation of this Covenant.

c. Any remedies provided for herein shall be cumulative, not exclusive, and shall be in addition to any other remedies provided by law.

7. Relationship to Land. Owner acknowledges and agrees that the obligations imposed by this Covenant are related to and touch and concern the Property.

8. Recording. This Covenant shall be recorded in the records of Eagle County, Colorado.

9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the Property and for the additional express benefit of the Town. The Town shall have the right and power to bring suit for either legal or equitable relief for any breach, default or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and Owner or its successors and assigns is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within 10 days after the mailing of such notice. Further, the Town shall have the right to refuse to further process or deny any building permit, certificate of occupancy or development application with regard to any portion of the Property for which a Transfer Assessment is owed and not paid. Owner shall not have any obligation to enforce this Covenant, and the failure to pay any Transfer Assessment payable hereunder upon subsequent transactions shall not constitute a default by Owner hereunder.

10. Defense and Cure of Covenant.

a. In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, Owner shall cooperate with the Town, as necessary, in the defense of such challenge. During the pendency of any such legal challenge, through and including any final court action, Owner shall not assert any legal position contrary to the enforceability of this Covenant. However, Owner shall not be obligated to defend any challenge to this Covenant and may disclaim its interest or fail to respond to any action or pleading, unless required to respond by court order.

b. In the event of a final court action determining this Covenant to be invalid or unenforceable, in whole or in part, Owner shall cooperate with the Town as necessary, and use its efforts to cure any legal defects, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment.

c. Owner shall not be required to purchase or repurchase any of the Property to effect a cure nor be required to pay any transfer fees not collectable by the Town because this Covenant is held to be invalid or unenforceable by any final court action.

11. Severability. Any determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.
12. Statement Regarding Assessment. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the Property identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than 30 days after receipt of the request, and shall be binding on the Town.
13. Other Real Estate Transfer Assessments. Owner reserves the right to impose additional real estate transfer assessments by covenant upon the Property, including, without limitation, a real estate transfer assessment contained in a common interest community declaration to be recorded against the Property. The Town acknowledges that additional real estate transfer assessments may be imposed upon the Property.
14. Amendment. The Owner may amend or terminate this Covenant. However, this Covenant shall not be amended or terminated without the advance written consent of the Board of Trustees. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by Owner or its successors in the same manner as a deed and duly recorded in the records of Eagle County, Colorado.
15. Term. Except as provided herein, the term of this Covenant shall be perpetual.
16. Colorado Law. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado.
17. Binding on Successors. The provisions of this Covenant shall run with the Property and be binding on all persons who hereafter acquire any interest in the Property, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.
18. Encumbrance. Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the Property is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

IN WITNESS WHEREOF, Owner has executed this Covenant as of the date first written above.

STATE OF COLORADO)

)ss.

COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2019, by
_____ as _____ of _____.

My commission expires: _____

Exhibit 1

LEGAL DESCRIPTION

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 18
(Series of 2019)

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO ZONING CERTAIN NEWLY-ANNEXED PROPERTY AS PLANNED UNIT
DEVELOPMENT AND CREATING VESTED PROPERTY RIGHTS (RESERVE AT
HOCKETT GULCH)

WHEREAS, on March 7, 2018, BCP-EAGLE I, LLC ("Applicant"), as the owner of certain unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property") filed a petition for annexation of the Property to the Town;

WHEREAS, at the same time, Applicant filed an application (the "Application") requesting that the Property be zoned Planned Unit Development ("PUD") under Chapter 4.11 of the Eagle Municipal Code (the "Code"), and submitted an associated PUD Zoning Map and PUD Guide;

WHEREAS, the Application also requested that the PUD be considered a site specific development plan pursuant to Chapter 4.17 of the Code with vested property rights for a period of seven years;

WHEREAS, on February 5, 2019, the Planning and Zoning Commission held a properly-noticed public hearing regarding the PUD and recommended that the Board of Trustees approve the PUD subject to certain conditions;

WHEREAS, on August 27, 2019, the Board of Trustees adopted an ordinance annexing the Property to the Town, which ordinance will take effect after certain statutory conditions are satisfied;

WHEREAS, also on August 27, 2019, the Board of Trustees approved an Annexation Agreement for the Property;

WHEREAS, also on August 27, 2019, the Board of Trustees held a properly-noticed public hearing on the Application; and

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

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

Section 1. Findings. The Board of Trustees hereby finds and determines that the PUD meets all of the applicable criteria set forth in the Code and is consistent with the Town's Comprehensive Plan.

Section 2. Zoning Approval. Upon the effective date of the annexation of the Property to the Town, the Property is zoned PUD, subject to the PUD Zoning Map dated August 13, 2019, the PUD Guide dated August 13, 2019 and the Annexation Agreement dated August 27, 2019.

Section 3. Vested Property Rights Approval. In light of all relevant circumstances, including without limitation the size and phasing of the PUD, economic cycles, and market conditions, the Board finds it appropriate to approve Applicant's request for vested property rights. The PUD shall create vested property rights, as defined in Section 4.17.020 of the Code, for seven years from the effective date of the Annexation Agreement, as more particularly described in Section 10 of the Annexation Agreement. The Town Clerk is hereby directed to publish the notice required by Section 4.17.100 of the Code.

Section 4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 5. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 6. Effective Date. This Ordinance shall take effect 30 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON AUGUST 27, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

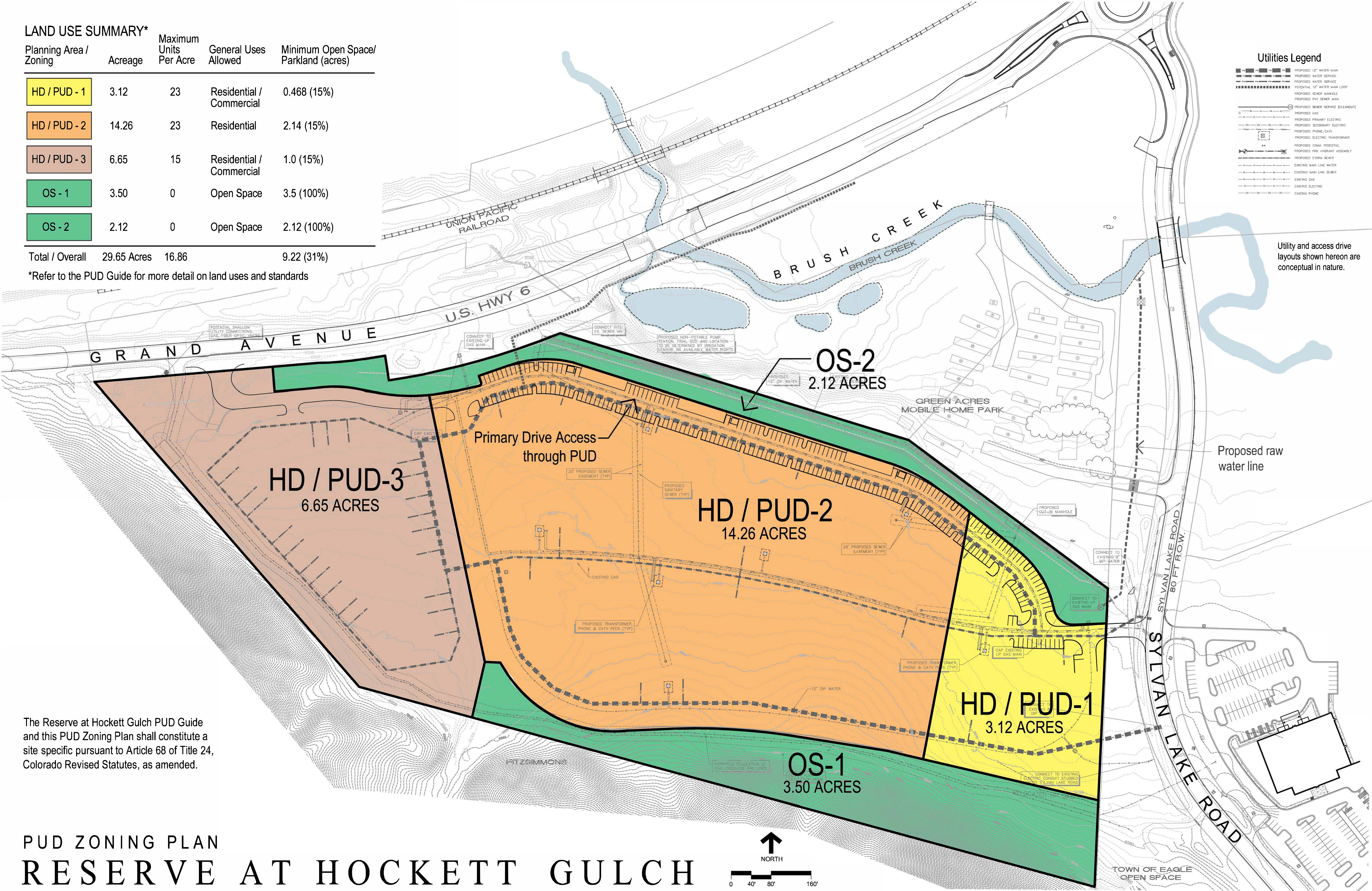
Jenny Rakow, Town Clerk

LAND USE SUMMARY*

Planning Area / Zoning	Acreage	Maximum Units Per Acre	General Uses Allowed	Minimum Open Space/ Parkland (acres)
HD / PUD - 1	3.12	23	Residential / Commercial	0.468 (15%)
HD / PUD - 2	14.26	23	Residential	2.14 (15%)
HD / PUD - 3	6.65	15	Residential / Commercial	1.0 (15%)
OS - 1	3.50	0	Open Space	3.5 (100%)
OS - 2	2.12	0	Open Space	2.12 (100%)

Total / Overall 29.65 Acres 16.86 9.22 (31%)

*Refer to the PUD Guide for more detail on land uses and standards



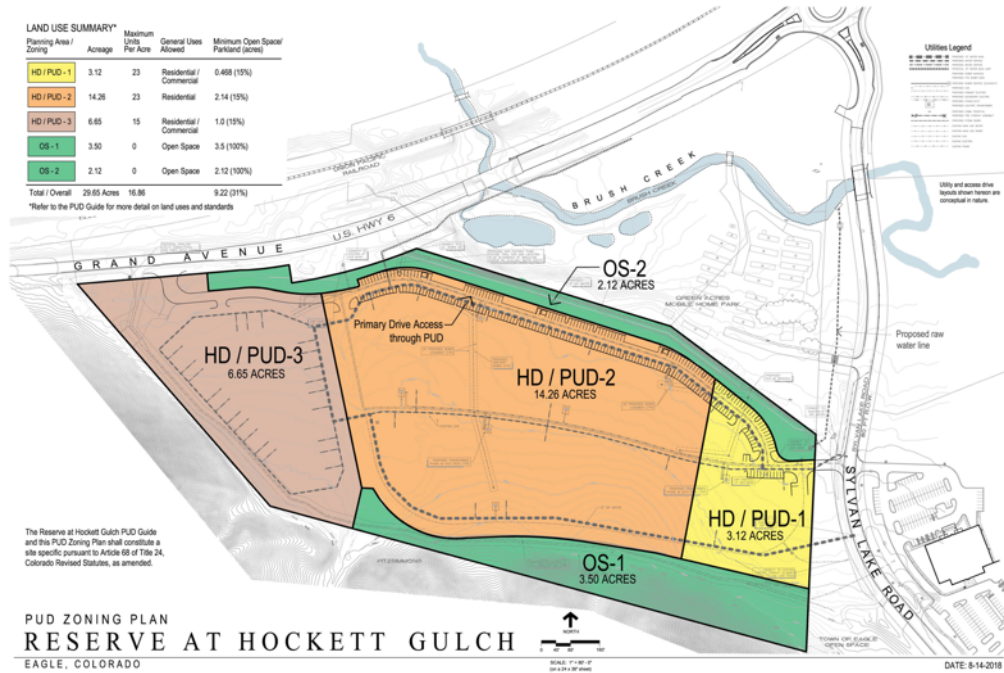
The Reserve at Hockett Gulch PUD Guide and this PUD Zoning Plan shall constitute a site specific pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

PUD ZONING PLAN
RESERVE AT HOCKETT GULCH
EAGLE, COLORADO

SCALE: 1" = 80' - 0"
(on a 24 x 36" sheet)

DATE: 8-13-2019

Reserve at Hockett Gulch Planned Unit Development Guide Town of Eagle, CO



Revised August 13, 2019

APPROVAL OF THIS PLAN CREATES VESTED PROPERTY RIGHTS PURSUANT TO SECTION 24-69-103, C.R.S., AS AMENDED

1. Statement of Purpose & Intent

The purpose of this PUD Guide is to serve as the land use regulations that will govern and control the orderly development of the Reserve at Hockett Gulch Planned Unit Development (the "PUD"). The PUD Guide will serve as the zone district regulations for the PUD. This PUD Guide is a site-specific development plan and creates vested rights pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended. Pursuant to the Annexation Agreement, the period of vested rights is 7 years from the date of approval of this PUD Guide.

2. Definitions

For purposes of the PUD, the following terms shall have the following meanings, and any terms not defined herein shall have the meaning set forth in the Eagle Municipal Code (the "Code").

"Active Recreation" means common areas within the PUD, including without limitation: useable open space; improved common recreational amenity areas such as pools and fitness facilities; picnic sites; playgrounds; open turf and lawn areas that are sufficient in size to support recreational sports activities; trails and adjacent open spaces not required for direct access to dwelling units or commercial facilities, if connected to a regional system or established trail network; and similar areas as determined by the Town Planner.

"Building Coverage" means that portion of a lot or site covered by a building footprint, as measured to exterior materials at grade level.

"Building Code" means Title 13 of the Code, as amended.

"Building Height Measurement" means the maximum distance possible measured vertically from any point on existing or proposed grade, whichever is more restrictive, to the highest portion of the roof directly above. Chimneys, vents, and elevator or stair penthouses that are required to be above the surface of the roof may exceed building height by 15% or that required by Building Code, whichever is greater.

"Clubhouse" means a facility provided as an amenity space within a residential development which is ancillary to the residential use for use primarily by the residents of the residential development and which may contain the following types of uses: meeting rooms, kitchen, restrooms, leasing and management offices for the development, fitness areas, lounges, mailrooms, and similar uses.

"Commercial Use(s)" means any use listed in the following zone districts as set forth in the Code: the Central Business District ("CBD"); the Commercial Limited ("CL") District; and the Commercial General ("CG") District.

"Density" means Dwelling Units per acre of total land area.

“Impervious Coverage” means that portion of a lot or site covered by materials forming any unbroken surface impervious to water including Building Coverage.

“Lodging” means overnight sleeping accommodations where rooms or units are intended to be rented or leased on a short-term daily or weekly basis. Examples of lodging include, without limitation, hotels, extended stay hotels, and motels.

“Maintenance Facility” means an accessory building used for the general maintenance and operation of permitted, special, or accessory uses, which may include an office, storage areas, and housing of equipment typically used to maintain buildings, parking areas, and landscape areas, which does not exceed 1,000 square feet.

“Planning Area(s)” means parcels HD/PUD-1, HD/PUD-2, and HD/PUD-3 as indicated on the PUD Zoning Plan.

3. PUD Zone Districts

a. High Density PUD (HD/PUD-1)

- i. **Purpose.** To promote the development of a more densely populated residential neighborhood in connection with HD/PUD-2 while also allowing for a small commercial shopping area given proper market conditions, that is conveniently located within the Town, has direct access to Sylvan Lake Road and provides opportunities for neighborhood shopping and residential housing opportunities. Flexibility is provided such that this zone district can develop as exclusively residential, exclusively commercial, or as a mixed-use zone.
- ii. **Uses by Right**
Multifamily dwellings.
Townhouses.
Two-Family dwellings.
Home occupations in compliance with the Code.
- iii. **Special Uses**
Commercial Uses.
Group homes.
- iv. **Accessory Uses**
Garages, detached or attached.
Clubhouses.
Leasing offices for rental apartments.
Maintenance facilities.
Carports.
Pools, playgrounds and picnic shelters.
Parks, open space and trails, and community gardens.
Pedestrian and bicycle trails.

v. Minimum Building Setbacks

Perimeter: 25' from the perimeter of the entire PUD

Parking areas: 10' from the perimeter of the PUD.

Multifamily dwellings: 5' from parking areas or streets, and 10' separation between buildings or pursuant to the Building Code, whichever is greater.

Townhouses and Two-Family dwellings: 10' front, 5' sides, 10' rear, 10' from parking areas and streets and 10' separation between buildings.

Commercial: 10' from parking areas and streets, and 20' from any adjacent residential area or common area.

Accessory Buildings: Non-habitable accessory buildings, including without limitation Clubhouses and leasing offices, shall adhere to the setbacks for multifamily uses. Garages, carports, trash enclosures, and other accessory structures developed as common facilities within a residential community must only comply with setbacks from the perimeter of the PUD.

vi. Maximum Building Heights

Commercial/Mixed Use: 35'.

Townhouses and Two-Family dwellings: 35'.

Multifamily dwellings: 45' and not more than three stories.

vii. Minimum Lot Area

Commercial/Mixed Use: 20,000 sq. ft.

Townhouses and Two-Family dwellings: 2,500 sq. ft.

Multifamily dwellings: 15,000 sq. ft.

viii. Maximum Building and Impervious Coverage

Building Coverage: 55%.

Impervious Coverage: 75%.

ix. Commercial Floor Area

The maximum commercial floor area shall not exceed an FAR of 0.11:1 which limits the total commercial floor area in HD/PUD-1 to 15,000 sq. ft. There is no minimum required commercial floor area. There is an overall maximum commercial floor area within the PUD of 30,000 sq. ft.

x. Maximum Residential Floor Area

The maximum residential floor area shall not exceed an FAR of 0.53:1.

xi. Density

The maximum residential density shall not exceed 16.86 units per acre for the entire PUD and the minimum density shall be at least

6.5 units per acre upon buildout of the entire PUD. The maximum density allowance in HD/PUD-1 is 23 units per acre or 72 units.

xii. Useable Open Space

Townhouses, Multifamily dwellings and Two-Family dwellings: There shall be a minimum of 300 sq. ft. of useable open space for each dwelling unit.

In no case shall there be less than 15% useable open space in the aggregate for the PUD.

xiii. Mixed Use Designation

HD/PUD-1 is intended to allow for horizontal mixed use with residential uses and commercial uses. This Planning Area could also develop as a residential only neighborhood or a commercial only neighborhood. If commercial uses are developed, they will be focused on the Sylvan Lake Road frontage. The residential areas would be developed with reasonably separated access from the commercial areas to provide a more residential feel to the residentially developed areas. Commercial development shall be well coordinated with the adjacent residential uses such that there is adequate setback, screening, and buffering of the commercial uses while at the same time allowing for appropriate pedestrian and vehicular connections so that the result is a well-planned and accessible development. Great attention will be given to the landscape design to ensure exceptional cohesion of commercial and residential areas.

b. Residential PUD (HD/PUD-2)

i. Purpose

To provide residential housing opportunities, including multifamily dwellings, two-family dwellings, and townhouses at a moderate to high level of density.

ii. Uses by Right

Multifamily dwellings.

Townhouses.

Two-Family dwellings.

Home occupations in compliance with the Code.

iii. Special Uses

Group homes.

Child care facilities.

iv. Accessory Uses

Garages, detached or attached.

Clubhouses.

Leasing offices for rental apartments.

Maintenance facilities.
Carports.
Pools, playground or picnic shelters.
Parks, open space and trails, and community gardens.
Pedestrian and bicycle trails.

v. Minimum Building Setbacks

Perimeter: Building setbacks shall be a minimum of 25' from the perimeter of the entire PUD including OS-1 and OS-2. Parking areas shall be a minimum of 10' from the perimeter of the PUD.

Multifamily dwellings: 5' from parking areas and streets, and 10' separation between buildings or pursuant to the Building Code, whichever is greater.

Townhouses and Two-Family dwellings: 10' front, 5' side, 10' rear, 10' from parking areas and streets and 10' separation between buildings.

Accessory Buildings: Non-habitable accessory buildings, including without limitation Clubhouses and leasing offices, shall adhere to the setbacks for multifamily uses. Garages, carports, trash enclosures, and other accessory structures developed as common facilities within a residential community shall comply with setbacks from the perimeter of the PUD.

vi. Maximum Building Heights

Townhouses and Two-Family dwellings: 35'.

Multifamily dwellings: 45' and not more than three stories.

vii. Minimum Lot Area

Townhouses and Two-Family dwellings: 2,500 sq. ft.

Multifamily dwellings: 15,000 sq. ft.

viii. Maximum Building and Impervious Coverage

Maximum Building Coverage: 55%.

Maximum Impervious Coverage: 75%.

ix. Maximum Residential Floor Area

The maximum residential floor area shall not exceed an FAR of 0.53:1.

x. Maximum Density

The maximum residential density shall not exceed 16.86 units per acre for the entire 29.65-acre PUD and the minimum density shall be at least 6.5 units per acre upon buildout of the entire PUD. The maximum density accounts for the potential of the more densely developed multifamily uses. The maximum density allowance in HD/PUD-2 is 23 units per acre or 328 units.

xi. Useable Open Space

Townhouses, Multifamily dwellings, and Two-Family dwellings:

There shall be a minimum of 300 sq. ft. of useable open space for each dwelling unit.

In no case shall there be less than 15% Useable Open Space in the aggregate for the PUD.

c. Mixed Use PUD (HD/PUD-3)

i. Purpose

The purpose of HD/PUD-3 is to promote the development of a more densely populated residential neighborhood in connection with HD/PUD-2 while also allowing for a small commercial shopping area given proper market conditions, that is conveniently located within the Town, has direct access to Grand Avenue and provides opportunities for neighborhood shopping and residential housing opportunities. Flexibility is provided such that this zone district can develop as exclusively residential, exclusively commercial, or as a mixed use zone.

ii. Uses by Right

Commercial Uses.

Multifamily dwellings, Townhouses, Two-Family dwellings, and Single-Family dwellings.

Lodging.

iii. Special Uses

Group homes.

iv. Accessory Uses

Garages, detached or attached.

Clubhouses.

Leasing offices for rental apartments.

Maintenance facilities.

Carports.

Pools, playground or picnic shelters.

Parks, open space and trails, and community gardens.

Pedestrian and bicycle trails.

v. Minimum Building Setbacks

Perimeter: 25' from the perimeter of the entire PUD. Parking areas shall be a minimum of 10' from the perimeter of the PUD.

Multifamily dwellings: 5' from parking areas and streets, 10' separation between buildings or pursuant to the Building Code, whichever is greater.

Single-Family, Townhouses, and Two-Family dwellings: 10' front, 5' sides, 10' rear, 10' from parking areas and streets, and 10' separation between buildings.

Commercial Uses: 10' from parking areas and streets, and 20' from any adjacent residential area or common area.

Accessory Buildings: Non-habitable accessory buildings, including without limitation Clubhouses and leasing offices, shall adhere to the setbacks for multifamily uses. Garages, carports, trash enclosures, and other accessory structures developed as common facilities within a residential community must only comply with setbacks from the perimeter of the PUD.

vi. Maximum Building Heights

Commercial/Mixed Use: 35'.

Single-Family dwellings, Two-Family dwellings and Townhouses: 35'.

Multifamily dwellings: 45' and not more than three stories.

vii. Minimum Lot Area

Commercial/Mixed Use: 20,000 sq. ft.

Single-Family dwellings, Townhouses, and Two-Family dwellings: 2,500 sq. ft.

Multifamily dwellings: 15,000 sq. ft.

viii. Maximum Building and Impervious Coverage

Building Coverage: 55%.

Impervious Coverage: 75%.

ix. Commercial Floor Area

The maximum commercial floor area shall not exceed an FAR of 0.11:1. There is no minimum required commercial floor area. There is an overall maximum commercial floor area within the PUD of 30,000 sq. ft.

x. Maximum Residential Floor Area

The maximum residential floor area shall not exceed an FAR of 0.86:1.

xi. Maximum Density

The maximum residential density shall not exceed 16.86 units per acre for the entire 29.65-acre PUD and the minimum density shall be at least 6.5 units per acre upon buildout of the entire PUD. The maximum density accounts for the potential of the more densely developed multifamily uses. The maximum density in HD/PUD-3 is 15 units per acre or 100 units.

xii. Useable Open Space

Townhouses, Multifamily dwellings, Single-Family dwellings and Two-Family dwellings: There shall be a minimum of 300 sq. ft. of useable open space for each dwelling unit.

In no case shall there be less than 15% useable open space in the aggregate for the PUD.

xiii. Mixed Use Designation

HD/PUD-3 is intended to allow for horizontal mixed use with residential use and commercial uses. This Planning Area may also develop as a residential neighborhood. If commercial uses are developed, they will be focused on the northern half of the property where there is frontage on and access to Grand Avenue. The residential areas would be developed with reasonably separated access to provide a more residential feel to the residentially developed areas. Commercial development shall be well coordinated with the adjacent residential uses such that there is adequate setback, screening, and buffering of the commercial uses while at the same time allowing for appropriate pedestrian and vehicular connections so that the result is a well-planned and accessible development. Great attention will be given to the landscape design to ensure exceptional cohesion of commercial and residential areas.

d. Open Space PUD (OS-1, OS-2)

i. Purpose:

To provide sites for natural open space, recreation access, paved trails, unpaved trails and facilities, single-track trails, water storage and drainage improvements, debris flow mitigation, and roadways and landscaping. These parcels are zoned open space pursuant to this PUD Guide.

ii. Uses by Right:

Pedestrian and bicycle trails.
Shade shelters and picnic facilities.
Public and private parks.
Trailhead access and parking (OS-1 only), public restrooms, utilities including tanks, lines, mains, pumphouses, facilities and other public services and utility buildings.
Community gardens and associated facilities.

4. Open Space and Parks

Parcel OS-1 will be conveyed to the Town and allow for public access, debris flow mitigation, storm-water facilities, public and private utilities, and other uses as specified herein. Parcel OS-2 shall remain privately owned, but access to Parcel OS-2 shall be provided to the Town through dedication of an open space easement allowing public access, debris flow mitigation, stormwater facilities, public and private utilities, and other uses as specified herein.

In addition to the proposed recreation trail use, Parcel OS-1 will be developed with a minimum of an 8,000 sq. ft. park/useable open space area.

Additionally, private useable open space areas within each Planning Area will contain improved park-like areas designed to accommodate recreation needs of children (*i.e.*, playgrounds, play areas, play fields) and adults (*i.e.*, sport courts, and picnic areas) with at least 75% of these areas being at a slope of less than 10%.

The Code would typically require this 29.65-acre PUD to provide 15 acres (approximately 50% of the property) of park land dedicated to the Town. The Code provision is inconsistent with the overall intent of this PUD to provide workforce housing opportunities. The Code allows the 15-acre requirement to be reduced to 7.5 acres in exchange for provision of private recreation facilities that provide for the recreational needs of the residents of the proposed development. The PUD provides for the recreational needs of the residents. Unlike a typical PUD, the Reserve at Hockett Gulch is focused on the delivery of workforce housing which requires more density than a typical residential PUD within the Town. The PUD has demonstrated sufficient useable and active recreation areas within the PUD that satisfy the intent of the remaining 7.5 acres of park land dedication

On Parcel OS-1, Developer shall construct a public soft path that connects the Town's recreation path system with a potential future access to the PUD. This improvement shall be included in plans for the first Development Permit for the PUD.

Developer shall construct a 5' wide soft path loop generally around the perimeter of the PUD (located in HD/PUD-3 and OS-2) that connects to the Town's established recreation path system and is accessible by the general public. This improvement shall be included in plans for the first Development Permit for the PUD.

Developer shall construct a paved trailhead parking area for up to 14 parking spaces within the Town's open space located along Sylvan Lake Road. This is solely a public benefit to the community as the residents within the PUD already have onsite parking provided. This improvement shall be included in plans for the first Development Permit for the PUD.

Developer shall construct a waterless vault toilet within the Town's open space located along Sylvan Lake Road. The Town may instead require Developer to install a water and sewer-serviced restroom on the Town's property, subject to a temporary construction easement granted by the Town, provided that the cost of designing and constructing the restroom shall be allocated between Developer and the Town as follows: Developer, prior to construction, shall obtain: a bid from its preferred engineer and contractor for the design and construction of the waterless vault toilet system; and a bid from its preferred engineer and contractor for the design and construction of a water and sewer-serviced restroom. The fractional increase between the two bids shall be used to determine the Town's pro rata share of the actual costs to install the restroom. The restroom shall be subject to the Town's standard acceptance and warranty procedures. The

bidding process as described herein shall not be required to occur prior to the application for a building permit. This improvement shall be included in plans for the first Development Permit for the PUD.

Developer shall install a solar powered pedestrian crosswalk warning light system located to the north of the vehicular access to the PUD from Sylvan Lake Road. This improvement shall be included in plans for the first Development Permit for the PUD.

Developer shall construct recreation areas in all Planning Areas consisting of playgrounds with playground equipment, play fields, basketball courts, sand volleyball courts, or similar types of improvements to accommodate the needs of residents. No such improvements shall be required for the development of commercial uses.

5. Maintenance of Open Space

Parcel OS-1 will be owned and maintained by the Town. Parcel OS-2 will be owned and maintained by a property owner's association. Common open space areas provided within the other Planning Areas will be maintained by either the owner of the property (*i.e.*, in the case of an apartment community under one ownership) or a property owner's association established to maintain open and common areas. Details regarding maintenance will be documented at the time of Subdivision or Development Permit.

6. PUD Zone District Acreage and Density Transfer

Flexibility is inherent within the PUD. PUD zone districts or Planning Areas may change in acreage to accommodate flexibility in final platting and other considerations such as stormwater needs. Parcel OS-1 and Parcel OS-2 may only be reduced in acreage to a maximum of 10% each, provided that the gross acreage of the combined OS-1 and OS-2 is not reduced.

HD/PUD-1 and HD/PUD-2 may be developed as a single development, in which case the density shall be allowed to transfer between the two Planning Areas as long as the total unit count of the combined area of the two Planning Areas does not exceed 400 dwelling units. No residential Density may transfer to or from HD/PUD-3.

7. Trail Use on Parcel OS-1

Parcel OS-1 will be owned by the Town. The Town will restrict the trail use on Parcel OS-1 consistent with this section. The public access will be limited to daylight hours for pedestrians and bicyclists (including electric assist bicycles) and restricted to the extent of the improved path provided within the parcel.

Access for motorcycles (all-terrain vehicles and four-wheeled vehicles prohibited) may be allowed subject to the following restrictions:

- Hours of operation (7:30 a.m. – 7:30 p.m.);

- Seasonal closure (December 15 – May 15);
- Fencing and "no trespassing" signage;
- Access only, no parking, no idling;
- Speed limits of 10 MPH;
- Restriction to use of improved single-track trail only;

Any travel through Parcel OS-1 to access the non-adjacent public lands of Hockett Gulch and beyond shall be prohibited.

8. Parking, Streets, and Other Standards

Parking Spaces: The required number of parking spaces shall be as follows:

Townhouses, Single-Family dwellings and Two-Family dwellings: 2 spaces per dwelling unit for units with fewer than three bedrooms, and 3 spaces per dwelling unit for units with 3 or more bedrooms. Tandem parking is permitted.
Multifamily dwellings: 1.5 spaces per dwelling unit for units with one bedroom, 2 spaces per dwelling unit with 2 bedrooms, and 2.5 spaces per dwelling unit with 3 or more bedrooms.

Leasing management offices and clubhouses: A minimum of 3 spaces.

Commercial uses: per Code.

Special uses: As determined at the time of approval of the special use.

Accessory buildings: none.

Parking Standards:

Parking space size will be 9' x 19'. Spaces may be reduced to 9' x 18' where a curb or wheel stop is provided to allow for overhang of the vehicle. 25% of the total number of required parking spaces may be reduced to 8' x 16' for compact parking spaces. Excluding garage parking spaces, parking spaces will not be assigned for specific residents.

Driveways and Private Access Drives:

There are no public dedicated streets proposed in the PUD. The design standards accommodate access for service vehicles, trash trucks and all Fire Trucks owned by Greater Eagle Fire Protection District. The Town will not be responsible for traffic or parking enforcement on private streets or private driveways or in private parking lots. Each private street shall include an emergency access easement. There shall always be two points of access into the development.

Minimum Drive Lane width: 12',

Minimum Drive Aisle or Private Street width (two-way traffic): 24' wide.

Minimum Drive Aisle or Private Street width (two-way traffic) adjacent to multifamily structures over 30' in building height: 26' wide.

Gutter pan shoulder: 1.5' when necessary.

Curb and Gutter: 2' when necessary.

Valley Pan: 3' wide.

Maximum Drive Aisle/Street centerline grade: 10%.

Minimum Drive Aisle/Street centerline radius: 150'.

Minimum Drive curb return radius at intersections: 15'.
Minimum Drive Aisle/Street cross slope: 2%.
Minimum Crest curve K value: 5.
Minimum Sag curve K value: 10.
Minimum pavement section: Per Geotechnical Report for the PUD.
Design Speed: 25 MPH.

Sidewalks and Trails:

Sidewalks internal to the PUD will have a width of 5'. The width of a sidewalk may need to be increased to accommodate the overhang of parked vehicles to maintain minimums required by the Americans with Disabilities Act (the "ADA"). All sidewalks shall be constructed with concrete.

Internal pedestrian pathways and trails in common areas will have a minimum width of 4'. The Town may allow soft, unimproved, dirt paths and bike trails where appropriate.

The recreation trail on Parcel OS-1 will be 8' in width and constructed as soft, unimproved, dirt or gravel path. The trail platform shall be of sufficient width to allow the Town's maintenance vehicles to access Town facilities.

The perimeter trail on HD/PUD-3 and on Parcel OS-2 will be a soft, unimproved, dirt or gravel path with minimum average width of 5'. The trail platform shall be of sufficient width to allow the Town's maintenance vehicles to access Town facilities.

The trail on the Town's open space parcel located along Sylvan Lake Road will be a paved trail with a minimum width of 10' and constructed consistent with the Town's adjacent paved trails.

No trails will have slopes in excess of 10%. Cross slope will be a maximum of 3%.

9. Project Design, Signage, Landscaping, Irrigation and Exterior Lighting

In order to enhance the visual quality of any form of development in the PUD, all development permits shall include an Architectural Design Plan consistent with the standards of Code Section 4.07.020 and more specific design standards identified herein.

Architecture:

The architecture of residential and nonresidential buildings shall be consistent with the policies of the Eagle Area Community Plan with specific emphasis on visual quality and consideration of policies to create a western gateway (HD/PUD-3 only). The architecture of all buildings should be sympathetic to residential uses in the area and include the use of sloping roof forms. The use of flat roofs shall be limited to commercial buildings designed with a historic Eagle vernacular as one may find on Broadway or within the commercial core of Eagle Ranch Village (*i.e.*, brick façade, wood siding, or stone facade with

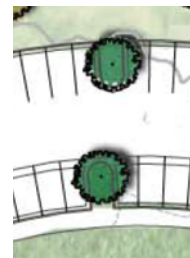
an articulated and ornamented terminus to the parapet). Building materials may include brick, stone, faux stone, wood board and baton, wood lap siding, cementitious versions of wood siding, wood timbers, exposed wood or metal beams, natural and painted metal structural members, high quality asphalt shingles, architectural metal siding and roofing materials. Imitation stucco is not allowed however a three-coat stucco system is allowed. Low quality building materials such as vinyl siding shall not be allowed. The overall development of the property shall be integrated well with the topography.

Landscaping:

Landscaping shall comply with the Code except as expressly noted herein. Care will be taken to ensure that landscape materials are placed in a manner that does not inhibit commercial performance but results in an attractive presentation of the site for adjoining public spaces. Noting the importance of the location of this PUD as prominent as a portion of the western gateway to the Town on Grand Avenue and the part of the gateway to Eagle Ranch on Sylvan Lake Road, great care shall be taken to ensure that the landscape buffer along these roadways is substantial in terms of width and proposed landscape materials. Generous setbacks from the perimeter of the PUD have been provided to ensure adequate areas for landscape materials.

Manicured water-efficient landscaping to include deciduous trees and native shrubs shall be provided to create an appropriate feel along the frontages of Grand Avenue and Sylvan Lake Road. Landscape treatment on Sylvan Lake Road shall be similar in quality to that already provided along this segment of the roadway adjacent to the Eagle Medical Center and the Founders neighborhood located on the opposite side of Sylvan Lake Road. Landscaping within the development areas will include substantial numbers of trees and shrubs to help ground buildings within the landscape, create screening and buffering between buildings and parking areas or driveways, and enhance the enjoyment of open and recreational areas between buildings. Proposed vegetation shall be consistent with the Reserve at Hockett Gulch Approved Vegetation List attached to this PUD Guide. Native areas requiring less irrigation upon maturity will be provided in areas where recreational and pedestrian use is not proposed but will still be considered Useable Open Space. Extensively used recreational areas may be developed with grass turf in order to withstand heavy use. Mulched, gravel, and other xeric practices may also be used to reduce irrigation needs.

Landscape islands or fingers (example shown here with tree) shall be provided within parking areas. These areas should contain trees to help breakup the parking area and provide the opportunity for shade. Islands or fingers of landscaping should occur every ten to twenty parking spaces as a rule of thumb but it is recognized that the number of parking spaces provided is also a critical consideration. Strict compliance to the Town's standards for landscape island spacing is not required.



A minimum number of trees or other plant materials is not prescribed by this PUD Guide. However, the intent is to provide a substantial level of vegetation that produces a high quality, livable environment consistent with the adjacent developments within Eagle Ranch. Detailed landscape plans will be provided during the Development Permit review process.

Irrigation:

All irrigation facilities and operation shall adhere to water efficient practices as adopted by the Town.

Signage:

All signs will comply with the Code, unless the developer chooses to submit a master sign program application for consideration by the Town

Exterior Lighting:

All exterior lighting shall be provided in conformance with the lighting standards of the Code, provided that LED light sources shall be specifically permitted when meeting equivalent light standards of the Town.

10. Wildlife Impact Restrictions

The following wildlife related measures shall be enforced within the PUD:

Bears and Mountain Lions:

- Utilize bear-proof dumpsters for all garbage, use bear-proof containers for trash during the construction period and prohibit workers from leaving food or other bear attractants onsite;
- Prohibit construction workers and contractors from bringing pets on the work site;
- Prohibit outdoor feeding of pets;
- Prohibit the feeding, baiting, salting, of other means of attracting wildlife;
- Educate homeowners and renters about bears, mountain lions, and other wildlife utilizing educational brochures provided by Colorado Parks and Wildlife;
- Shield and direct all lighting fixtures downward to minimize light pollution on adjacent wildlife habitats; and
- Prohibit fruit, nut, and berry producing trees and shrubs in landscape designs.

Pet Control:

Pet regulations shall be included in leases and to limit the number of pets allowed in each unit and prevent nuisance issues to the extent allowed by law. Pets shall always be on leash when outdoors on the property and under direct owner supervision and control. Pets shall not be left unattended in common areas or on outdoor porches or balconies. Pet waste shall be removed by dog owners immediately and disposed of in proper containers.

Fencing:

Fences within the PUD will be constructed in a wildlife-friendly manner that eliminates the chance of entanglement and impalement of wildlife attempting to jump fences. Pointed pickets and strands of wire at the top of perimeter fencing will be prohibited. All fencing shall be developed to allow wildlife to pass through the property.

11. Site Access & Development Phasing

Access: The PUD shall have two separate points of access, one each from Sylvan Lake Road and Grand Avenue. The approval of the Development Permit for HD/PUD-1 shall only require one access to Sylvan Lake Road. The approval of the Development Permit for HD/PUD-3 shall only require one access to Grand Avenue. Approval of any Development Permit that includes HD/PUD-2 shall require both access points to be developed.

Phasing: The PUD is expected to develop in two master phases. It is anticipated that Phase 1 will include the development of both HD/PUD-1 and HD/PUD-2. The development sequencing in Phase 1 is anticipated to occur in two sub-phases; the northern half of HD/PUD-1 and HD/PUD-2 along with the northern most access driveway and parking area will be in the first sub-phase, followed by the remainder or south portion of the two planning areas as the second sub-phase. Phase 2 will include the development of HD/PUD-3, likely at a future date. Each phase and subphase shall comply with the standards set forth in this PUD Guide.

12. Development Permit

All development in the PUD shall be subject to review and approval of a Development Permit pursuant to Section 4.06 of the Code.

13. Debris Flow Hazard

A preliminary hazard analysis has been performed by Wiss, Janney, Eistner Associates, Inc. and documented in a letter report dated August 17, 2018. The report generally finds that there is no significant hazard to the PUD, but that further detailed analysis should occur prior to issuing a subdivision or Development Permit approval for development within the PUD.

14. Subdivision

Subdivision Sketch Plan, Preliminary Subdivision Plan, and Final Subdivision Plat may be combined and processed as one submittal at the time of application for a Minor or Major Development Permit, or may be submitted prior to application for a Minor or Major Development Permit. Each subdivision proposing public improvements shall require a subdivision improvement agreement or development agreement, which will include provisions for a performance guarantee for such public improvements.

15. Utilities

In all Planning Areas, utilities, facilities, and similar improvements, as well as uses and activities necessary for the development of the PUD shall be allowed subject to Town standards and applicable law. Examples of these uses, activities, and improvements include without limitation ditches, drainage improvements, utility lines and related equipment, stormwater facilities, swales, and hazard mitigation improvements.

16. Conflicts

Any specific provisions of this PUD Guide shall supersede the Code. However, where the PUD Guide is silent to any provision, the Code shall apply. In case of dispute or ambiguity, the Town Planner shall interpret the PUD Guide and render a decision.

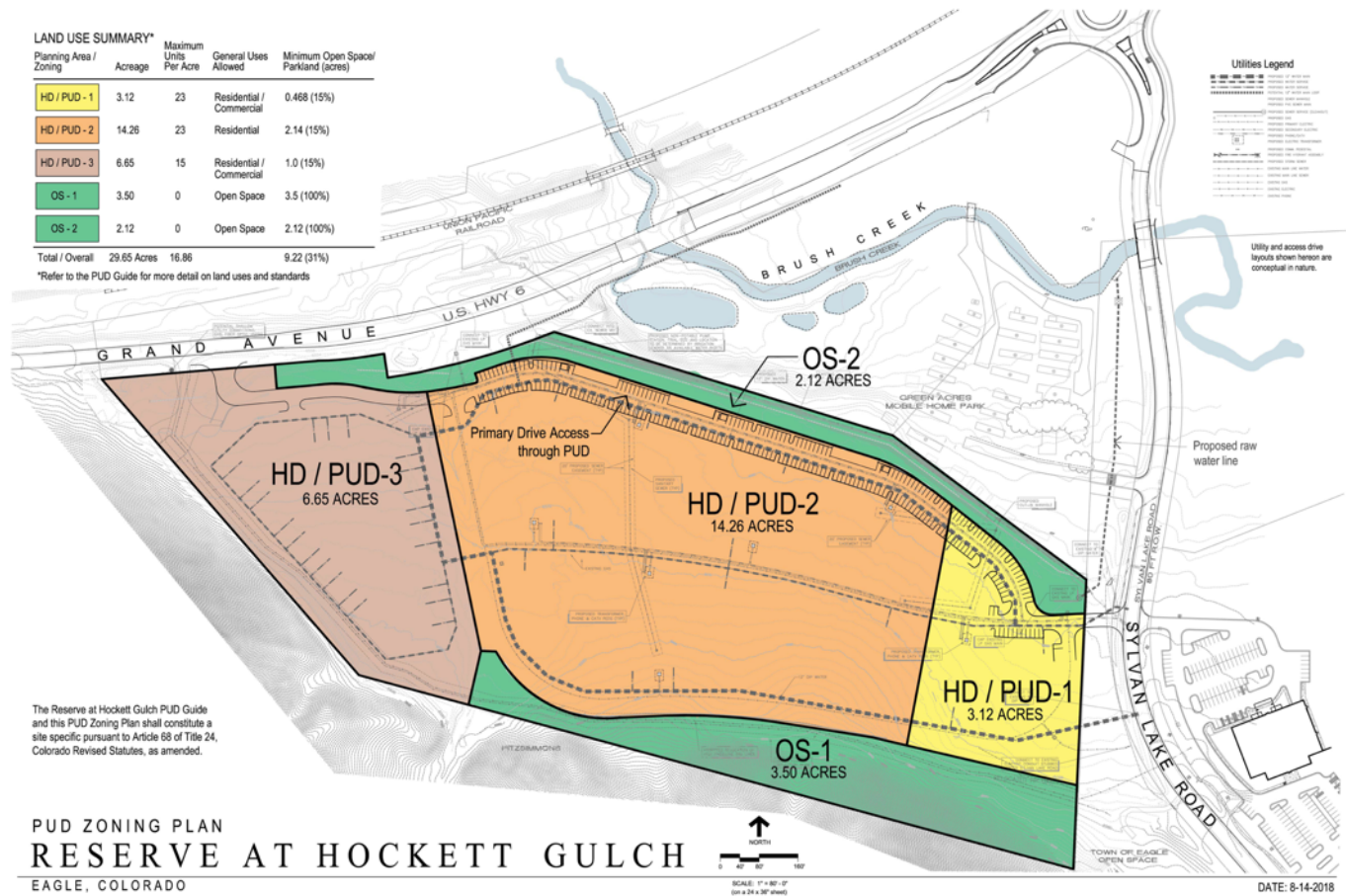
17. Amendment to PUD

Any changes to this PUD Guide or any other element of the PUD shall follow the procedures established in the Code.

Exhibits

PUD Zoning Plan:

The following graphic is the PUD Zoning Plan for the PUD.



Reserve at Hockett Gulch Approved Vegetation List:

DECIDUOUS TREES

BOTANICAL NAME	COMMON NAME
<i>Acer ginnala</i> 'Flame'	Amur Maple
<i>Acer glabrum</i>	Rocky Mountain Maple
<i>Crataegus ambigua</i>	Russian Hawthorn
<i>Malus species</i>	Flowering Crabapple: Dolgo, Radiant, Spring Snow
<i>Populus acuminata</i>	Lanceleaf Cottonwood
<i>Populus angustifolia</i>	Narrowleaf Cottonwood\
<i>Populus tremuloides</i>	Quaking Aspen

EVERGREEN TREES

BOTANICAL NAME	COMMON NAME
<i>Juniperus scopulorum</i>	Rocky Mountain Juniper
<i>Picea pungens</i>	Colorado Spruce
<i>Pinus edulis</i>	Pinion Pine
<i>Pseudotsuga menziesii</i>	Douglas Fir

SHRUBS

BOTANICAL NAME	COMMON NAME
<i>Acer glabrum</i>	Rocky Mountain Maple
<i>Amelanchier alnifolia</i>	Serviceberry
<i>Artemisia tridentata</i> vaseyana	Mountain Big Sagebrush
<i>Cercocarpus montanus</i>	Mountain Mahogany
<i>Chrysothamnus nauseosus</i>	Rubber Rabbitbrush
<i>Chrysothamnus viscidiflorus</i>	Low Rabbitbrush
<i>Cornus stolonifera</i>	Redtwig Dogwood
<i>Juniperus communis</i>	Juniper
<i>Pentaphylloides floribunda</i> (Potentilla)	Shrubby Cinquefoil
<i>Prunus virginianus</i>	Chokecherry
<i>Purshia tridentata</i>	Antelope Bitterbrush
<i>Rhus glabra</i>	Smooth Sumac
<i>Rhus aromatica</i> ssp. <i>trilobata</i>	Skunkbrush
<i>Ribes cereum</i>	Wax Currant
<i>Rosa</i> 'woodsii'	Wood's Rose
<i>Rubus parviflorus</i>	Thimbleberry
<i>Sambucus racemosa</i>	Red Elderberry
<i>Shepherdia canadensis</i>	Buffaloberry
<i>Symphoricarpos orocephalus</i>	Mountain Snowberry
<i>Amelanchier alnifolia</i>	Serviceberry
<i>Amelanchier canadensis</i>	Canadian Serviceberry
<i>Amorpha caescens</i>	Blue Mist Spirea

<i>Artemisia tridentata vaseyana</i>	Mountain Sagebrush
<i>Berberis</i> spp.	Barberry
<i>Cercocarpus montanus</i>	Mountain Mahogany
<i>Cercocarpus ledifolius</i>	Curlyleaf Mountain Mahogany
<i>Chrysothamnus nauseosus</i>	Rubber Rabbitbrush
<i>Chrysothamnus viscidiflorus</i>	Low Rabbitbrush
<i>Cornus stolonifera</i>	Red Twig Dogwood
<i>Cornus stolonifera</i> 'Isanti'	<i>Cornus stolonifera</i> 'Isanti'
<i>Cornus alba</i> 'Argenteomarginata'	Variegated Dogwood
<i>Cotoneaster divaricatus</i>	Spreading Cotoneaster
<i>Cotoneaster lucidus</i>	Peking Cotoneaster
<i>Euonymus alatus</i> 'Compacta'	Dwarf Burning Bush
<i>Juniperus sabina</i> 'Buffalo'	Buffalo Juniper
<i>Juniperus horizontalis</i> 'Blue Chip'	Blue Chip Juniper
<i>Lonicera involucrata</i>	Twinberry Honeysuckle
<i>Lonicera korolkowi</i> 'Zabel's'	Zabel's Honeysuckle
<i>Spiraea</i> species	Spirea
<i>Physocarpus opalifolius</i>	Golden Ninebark
<i>Physocarpus opulifolius</i> 'Diablo'	Purple Leaf Ninebark
<i>Potentilla</i> species	Potentilla
<i>Prunus x cistena</i>	Purple Leaf Plum
<i>Perovskia atriplicifolia</i>	Russian Sage
<i>Pentaphylloides floribunda</i> (<i>Potentilla</i>)	Shrubby Cinquefoil
<i>Prunus virginianus</i>	Chokecherry
<i>Purshia tridentata</i>	Antelope Bitterbrush
<i>Ribes alpinum</i>	Alpine Currant
<i>Ribes aureum</i>	Yellow Currant
<i>Rhus glabra</i>	Smooth Sumac
<i>Rosa</i> "woodsii"	Wood's Rose
<i>Rosa foetida</i> 'Bicolor'	Austrian Copper Rose
<i>Rubus parviflorus</i>	Thimbleberry
<i>Sambucus racemosa</i>	Red Elderberry
<i>Shepherdia Canadensis</i>	Buffaloberry
<i>Symphoricarpos orocephalus</i>	Mountain Snowberry
<i>Salix purpurea</i> 'Nana'	Snowmound Spirea
<i>Spirea nipponica</i> 'Snowmound'	Dwarf Blue Arctic Willow
<i>Syringa vulgaris</i>	Common Purple Lilac
<i>Salix monticola</i>	Mountain Willow
<i>Sorbaria sorbifolia</i>	Ural False Spirea

DWARF CONIFERS

BOTANICAL NAME	COMMON NAME
<i>Picea pungens</i> 'Fat Albert'	Fat Albert Spruce
<i>Picea pungens</i> species	Dwarf Blue, Green, Globe Spruce

PERENNIAL FLOWERS:

BOTANICAL NAME	COMMON NAME
Achillea.....	Red Yarrow
Alcea species	Hollyhock
Aquilegia species	Columbine
Aster species	Fall Aster
Centaurea montana	Mountain Bluet / Bachelor Button
Chrysanthemum maximum.....	Shasta Daisy
Delphinium elatum	Delphinium
Dianthus deltoids	Maiden Pinks
Dicentra spectabilis.....	Bleeding Heart
Gaillardia grandiflora.....	Blanket Flower
Hosta sp.	Plaintain Lily
Hemerocallis hybrids	Daylily
Iris siberica	Siberian Iris
Linum perenne.....	Flax
Lupinus species	Lupine
Papaver orientalis.....	Oriental Poppy
Penstemon strictus.....	Rocky Mnt. Penstemon
Salvia x surperba.....	Salvia

GROUND COVERS:

BOTANICAL NAME	COMMON NAME
Aedopodium podagraria 'Variegatum'	Variegated Bishop's Weed / Snow on the Mnt.
Ajuga species	Ajuga
Arctostaphylos uva-ursi.....	Kinnikinnick
Artemisia frigida.....	Fringed Sage
Cerastium tomentosum	Snow-In-Summer
Delosperma nubigenum.....	Hardy Yellow Iceplant
Galium odoratum.....	Sweet Woodruff
Mahonia repens	Oregon Grape
Pachystima myrsinites	Mountain Lover
Potentilla verna 'nana'	Creeping Potentilla
Phlox spp.	Phlox
Antennaria rosea.....	Pussytoes
Fragaria vesca	Wild Strawberry
Sedum spp.	Stonecrop (sedum)
Thymus spp.....	Thyme
Vinca minor	Periwinkle

CONTAINER GRASSES

BOTANICAL NAME	COMMON NAME
Festuca glauca 'Elijah Blue'	Elijah Blue Fescue
Helictotrichon sempervirens.....	Blue Avena Grass
Miscanthus sinensis 'Gracillimus'	Maiden Grass

Schizachyrium scoparium 'Blaze' Blaze Little Bluestem
 Calamagrostis acutiflora 'K.F.' Feather Reed Grass

VINES

BOTANICAL NAME	COMMON NAME
Lonicera heckrotti	Heckrotti Honeysuckle
Clematis species.....	Clematis
Parthenocissus quinquefolia	Virginia Creeper / Engleman Ivy

TURF GRASSES - FORMAL TURF AREAS/RECREATION AREAS

BOTANICAL NAME	COMMON NAME
Poa pratensis.....	Kentucky Blue Grass

WILDFLOWER MIX (RECOMMENDED)

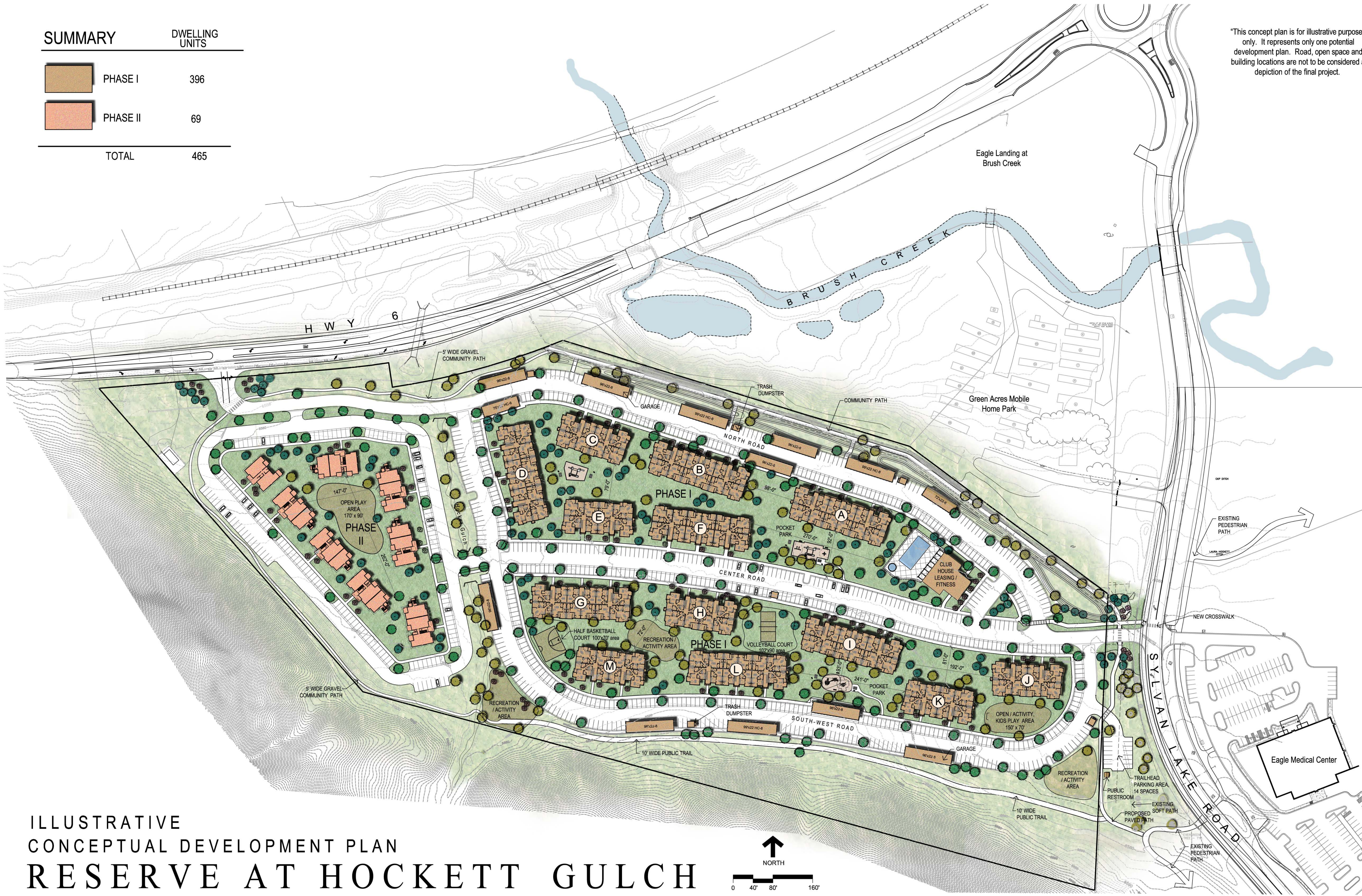
Indian Ricegrass
 Sideoats Grama
 Blue Grama
 Slender Wheatgrass
 Arizona Fescue
 Western Wheatgrass
 Canby Bluegrass
 Bluebunch Wheatgrass
 Little Bluestem

SUMMARY

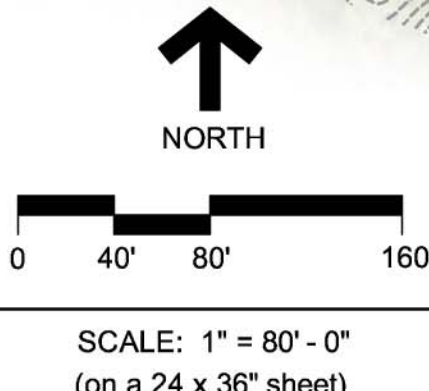
DWELLING
UNITS

PHASE I	396
PHASE II	69
TOTAL	465

"This concept plan is for illustrative purposes only. It represents only one potential development plan. Road, open space and building locations are not to be considered a depiction of the final project."



ILLUSTRATIVE
CONCEPTUAL DEVELOPMENT PLAN
RESERVE AT HOCKETT GULCH
EAGLE, COLORADO





To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: August 27, 2019

Agenda Item: Resolution 34-2019 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Setting Forth the Candidates for Election to the Town's Home Rule Charter Commission to be Chosen at the Town's Special Municipal Election on November 5, 2019

REQUEST: This Resolution is necessary to complete the special election process for placing the home rule charter commission candidates on the ballot.

BACKGROUND: The Town initiated the home rule process with adoption of Ordinance 18-2019 calling a special election to be coordinated with the November 5, 2019 general election. The Town Clerk timely published notice of the election and call for candidates on July 18, 2019 in the Eagle Valley Enterprise and the Vail Daily. Petitions were made available to registered electors to circulate their nomination petitions from July 19 through August 19, 2019. Notice was also posted at Town Hall, on the Town's Website and social media page.

After the deadline of August 19, six petitions were received that contained the requisite number of signatures (25). One petition was allowed until Friday, August 23 to "cure" their petition.

ANALYSIS: Pursuant to statute and Ordinance 18-2019, the home rule charter commission is to consist of nine (9) members. Town staff and the town's attorney will work to create an application process and timeline for the Board to consider appointment of the remaining three positions after the November 5, 2019 election.

The ballot question of "Shall the Town of Eagle form a home rule charter commission?" must pass in order for the appointment process to move forward. Staff fully intends to be prepared if the measure passes, to allow sufficient time for the home rule charter commission to properly form and set their meeting schedules to prepare the charter.

If the ballot fails, the charter commission will not form and the appointment process would not be brought to the Town Board to consider.

COMMUNITY INPUT: None required. However, this has been a public process.

BUDGET / STAFF IMPACT: Staff was directed to prepare for the November 5, 2019 coordinated election and is following the steps required to ensure all criteria are met to place this on the ballot.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Resolution 34-2019 supports and continues the process to accomplish Major Objective No. 14: Encourage Implementing Home Rule.

RECOMMENDED ACTION OR PROPOSED MOTION: In order to continue our process the Board should consider a MOTION TO APPROVE Resolution 34-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Setting Forth The Candidates For Election To The Town's Home Rule Charter Commission To Be Chosen At The Town's

Special Municipal Election On November 5, 2019.

Denial of this proposed Resolution would halt the election process and the next step would be to cancel or withdraw our ballot issue and notify Eagle County by the deadline of October 11, 2019.

ATTACHMENTS:

1. 34 Charter Commission-R082319(hg)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 34
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO SETTING FORTH THE CANDIDATES FOR ELECTION TO THE TOWN'S HOME RULE CHARTER COMMISSION TO BE CHOSEN AT THE TOWN'S SPECIAL MUNICIPAL ELECTION ON NOVEMBER 5, 2019

WHEREAS, by adoption of Ordinance No. 18-2019, an emergency ordinance, the Town called a special election to be coordinated with the November 5, 2019, general election and set a ballot question on the formation of a home rule charter commission;

WHEREAS, nomination petitions for those interested in serving on the home rule charter commission were available for circulation between July 19 and August 19, 2019;

WHEREAS, the Town received six (6) completed nomination petitions that complied with C.R.S. § 31-2-204 and contained the requisite number of 25 valid signatures of Town registered electors;

WHEREAS, on August 23, 2019, the Town Clerk conducted a lot drawing to set the order in which the candidates' names would appear on the ballot;

WHEREAS, pursuant to C.R.S. § 31-2-206(1) and Ordinance No. 18-2019, nine (9) members shall serve on the charter commission; and

WHEREAS, with only six (6) candidates nominated to serve on the charter commission, the empty seats on the charter commission will be filled by appointment of the Town Board after the election pursuant to C.R.S. 31-2-206(3).

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

Section 1. The following candidates shall appear on the ballot in the following order for selection to serve on the Town of Eagle's home rule charter commission. Registered voters shall vote for not more than nine (9) candidates:

- | | |
|---------------------|------------------|
| 1. Holli A. Snyder | 6. Kraige Kinney |
| 2. David R. Gaboury | 7. |
| 3. Kyle Hoiland | 8. |
| 4. Jon Stavney | 9. |
| 5. Janet Bartnik | |

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Town and officers thereof, directed toward the election and the objects and purposes herein stated are hereby ratified, approved, and confirmed.

Section 3. The officers and employees of the Town are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Resolution.

INTRODUCED, READ, PASSED, AND ADOPTED on August 27, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: August 27, 2019

Agenda Item: Ordinance 20-2019 Amending Chapter 9.15 Regarding Tobacco Products and Underage Persons

REQUEST:

Staff requests that the Board of Trustees review an ordinance to change the minimum age for tobacco use for underage persons.

INTRODUCTION:

Eagle County has approached the town and other jurisdictions to request to join a regional effort to increase the age of consumption of tobacco products from 18 to 21. At the last meeting, the BOT requested that staff present an ordinance to review, so that the board can continue the discussion. Attached is a draft ordinance that would change the code. The sections where the age is listed, were left blank and highlighted in yellow. Depending on what the BOT decides, those sections will reflect the age that is approved.

ANALYSIS:

The ordinance includes the following provisions:

- Adds a new definition for what tobacco products mean which includes electronic devices.
- Adds a new tobacco products section and grants the town authority to enforce current and future tobacco laws.

Pros and cons were presented at previous meetings and are not included in this memo.

Next steps – if ordinance is approved:

- Staff will notify all retailers in the town boundaries of the change immediately.
- Notification will go out to partners and the community.
- Municipal Court and police staff will prepare for the changes.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

The code change does require staff time to ensure all stakeholders are properly notified. There are no financial impacts associated with this policy change for the Town of Eagle.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

While this proposal doesn't align with a specific strategic objective, it is consistent with the following business values:

Protecting Public Health, Safety, and the Environment – In the strategic plan, it indicates that the town is committed to protecting the well-being of its people and the community. Consideration of reducing the access to tobacco products by young people contributes to positive public health outcomes.

Staff would like to acknowledge that there might be some philosophical considerations associated with this policy. These aren't included in the analysis because they fall outside of the strategic plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff needs direction on whether to keep the age limit at 18, or increase it to 21.

Motion to **approve** or **deny** adoption of Ordinance No. 20, Series 2019 "An Ordinance of the Board of Trustees of the Town of Eagle, Colorado Amending Chapter 9.15 of the Eagle Municipal Code Regarding Tobacco Products and Underage Persons".

ATTACHMENTS:

- Ordinance 20-2019

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

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO AMENDING CHAPTER 9.15 OF THE EAGLE MUNICIPAL CODE
REGARDING TOBACCO PRODUCTS AND UNDERAGE PERSONS**

WHEREAS, House Bill 19-1033, effective July 1, 2019, authorizes the Town to prohibit minors from purchasing "any cigarettes, tobacco products, or nicotine products" and to impose requirements more stringent than those currently provided by state law;

WHEREAS, the U.S. Department of Health and Human Services has found that approximately 96% of adult smokers begin smoking before age [REDACTED], with most beginning before age 16;

WHEREAS, the Board of Trustees finds that the use of tobacco products by persons under [REDACTED] years of age presents grave health risks, including without limitation nicotine addiction; and

WHEREAS, the Board of Trustees finds that this ordinance furthers and is necessary for the promotion of the public health, safety, and welfare by encouraging responsible tobacco product retailing and reducing the sales of tobacco products to persons under the age of [REDACTED].

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

Section 1. Section 9.05.010 of the Eagle Municipal Code is hereby amended by the addition of the following new definition, to be inserted alphabetically:

Tobacco product means: a product containing, made, or derived from tobacco, nicotine or synthetic nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, without limitation cigarettes, cigars, cigarillos, chewing tobacco, pipe tobacco, mints, and snuff; an electronic device containing or delivering nicotine to the person inhaling from the device, even if marketed as nicotine-free, including without limitation electronic cigarettes and vape pens; and any component, part, paraphernalia, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately, including without limitation filters, rolling papers, rolling machines, and pipes; but *tobacco product* does not include products that the Food and Drug Administration of the United States Department of Health and Human Services has approved as a tobacco use cessation product.

Section 2. Chapter 9.15 of the Eagle Municipal Code is hereby amended by the addition of a new Section 9.15.064 to read as follows:

Section 9.15.064. Tobacco products and underage persons.

A. It is a Class A municipal offense for any person to sell, serve, give away, dispose of, exchange, procure, or deliver or permit the sale, serving, giving or procuring of any tobacco product to or for any person under the age of [REDACTED] years.

B. Any person under [REDACTED] years of age who obtains, or attempts to obtain, a tobacco product by any method in any place where tobacco products are sold commits the municipal offense of illegal purchase of tobacco products by an underage person.

C. Any person under [REDACTED] years of age who uses any false, fraudulent or altered identification card or makes other misrepresentations of age in order to purchase, or to attempt to purchase, any tobacco product commits the municipal offense of fraudulent purchase of tobacco products.

D. It is unlawful for any person under [REDACTED] years of age to possess or consume tobacco products.

E. The possession or consumption of tobacco products by a person under [REDACTED] years of age shall not be a violation of this section if such possession or consumption takes place for religious purposes protected by the U.S. Constitution.

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 Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

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

Section 5. Effective Date. This Ordinance shall take effect 30 days after publication following adoption.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON AUGUST 27,
2019.**

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Board of Trustees

From: Bryon McGinnis, Public Works Director

Date: August 27, 2019

Agenda Item: Lower Basin Water Treatment Plant: Change Order No. 4 – Agreement Language

REQUEST:

Staff is requesting that the Board of Trustees review Change Order No. 4 for the Lower Basin Water Treatment Plant (LBWTP).

INTRODUCTION:

The original LBWTP Agreement dated June 29, 2018 is between the Town of Eagle and MWH Constructors, Inc. The Agreement language needs to be updated to clarify the meaning of various cost and work tracking terms, specific to this particular Cost-Plus construction contract, and to clarify the process for pay applications and change orders. All parties have agreed to the proposed language changes.

ANALYSIS:

Since the Board of Trustees approved the original contract language, any amendments require review by the governing body.

Change Order No. 4 clarifies Agreement language for contract accounting, particularly as it relates to the handling of the Guaranteed Maximum Price which has three components; Cost of Work, Allowances, and Contractor's Fee. It also clarifies Agreement language for Change Orders. This change order does not require any cost or schedule changes.

This change order accomplishes several useful things:

Cost of Work and Allowances

- 1) It clarifies that the dollar amounts set aside for Allowances and are not subject to savings sharing with the Contractor. If the Contractor does not use all Allowance amounts, it does not receive 25% of the unused amount (as it would for completing the work covered by the Cost of Work). This clarification is made by moving the Allowances out from underneath the Cost of Work and tracking it separately.
- 2) It clarifies that the Contractor cannot use Allowance amounts to cover budget shortfalls for work covered by the Cost of Work.

Contractor's Fee

- 1) It clarifies the basis of paying-out the Contractor's Fee during monthly progress payments.

Change Orders

- 1) In Change Orders, it sets the Contractor's Fee for self-perform work at a negotiated 9.0%. SGM and Town staff believe 9.0% is a favorable rate for the Town. Markups on subcontractors and suppliers remains at 6.25% per the original contract language.
- 2) In Change Orders, it clarifies that the Contractor will only be paid the Fee amounts associated with any Allowance that are spent.

COMMUNITY INPUT:

None.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following strategic objectives and/or business values:

Major Objective No. 3: Build Lower Basin Water Treatment Plant, Enhance Water Management – This change order clarifies provisions in the original contract that will improve how we account financially for expenditures, fees and self-performed work. The changes should clear up any confusion or costly delays because contract language isn't clear.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Change Order No. 4. for the Lower Basin Water Treatment Plant amending contract language changes.

ATTACHMENTS:

- Change Order No. 4 dated 8/9/2019

Section 00941
CHANGE ORDER

No. 4

Date of Issuance: 08/09/2019

Effective Date: 07/10/2019

Project: Eagle LBWTP	Owner: Town of Eagle	Owner's Contract No.: LBWTP Cost Plus Agreement
Contract: Lower Basin Water Treatment Plant Cost Plus Agreement	Date of Contract: June 29 th , 2018	
Contractor: MWH Constructors, Inc.	Engineer's Project No.: 2011-318.001	

The Contract Documents are modified as follows upon execution of this Change Order

Description:

Change of contract language for project accounting as it relates to GMP components and change orders. Removing Allowances from Cost of Work. See pages 4-6 for details and specific language changes.

Attachments (list documents supporting change):

Marked-up contract document pages.

CHANGE IN GUARANTEED MAXIMUM PRICE (GMP)

Change to Overall GMP:	Change to Cost of the Work:	Change to Contractor's Fee: ¹			Change to Allowances: ²
		Total Max. Fee Change	Fixed Fee Change at 9%/6.25% of Cost of Work	Max. Add'l Fee to Earn at 9%/6.25% of Allowance Spend	
\$0	-\$717,162	\$0	\$0	\$0	+\$717,162

Cost of the Work	Contractor Fee, Total Maximum	Contractor Fee, Fixed Fee Portion	Contractor Fee, Max. Add'l to Earn on CO Allowances
Original Cost of the Work	Original Max. Fee	Original Fixed Fee	Orig. Add'l Fee to Earn
\$21,603,147	\$1,335,605	\$1,335,605	\$0
[Increase] [Decrease] to Cost of Work from Prior COs No. <u>1</u> to No. <u>3</u> .	[Increase] [Decrease] to Max. Fee from Prior COs No. <u>1</u> to No. <u>3</u> .	[Increase] [Decrease] to Fixed Fee from COs No. <u>1</u> to No. <u>3</u> .	[Increase] [Decrease] to Max. Add'l Fee to Earn in COs No. <u>1</u> to No. <u>3</u> .
\$101,193	\$6,248	\$5,187	\$1,061
Cost of the Work prior to this Change Order	Max. Fee prior to this Change Order	Fixed Fee prior to this Change Order	Max. Add'l Fee to Earn prior to this CO
\$21,704,340	\$1,341,853	\$1,340,792	\$1,061
[Increase] [Decrease] of this CO to Cost of Work	[Increase] [Decrease] of this CO to Max. Fee	[Inc.] [Dec.] of this CO to Fixed Fee	[Inc.] [Dec.] of this CO to Max. Add'l Fee Earn
\$717,162	\$0	\$0	\$0
Cost of the Work incorporating this CO	Max. Fee incorporating this Change Order	Fixed Fee incorporating this CO	Max. Add'l Fee to Earn incorporating this CO
\$20,987,178	\$1,341,853	\$1,340,792	\$1,061

1. Actual change in the Contractor's Fee as a result of this CO will be the change in the fixed fee portion (= 9.0%/6.25% of the change in the Cost of Work items – see SC 11.04.C), plus 9.0%/6.25% of the actual spending against any new Allowance sums identified herein.
2. See Scope Summary for additional explanation of any new Allowances.

CHANGE IN GUARANTEED MAXIMUM PRICE (GMP), CONT'D

Allowances ³	Overall GMP
Original Allowances	Original Overall GMP
\$0	\$22,938,752
[Increase] [Decrease] to Allowances from Prior Change Orders: No. <u>1</u> to No. <u>3</u> .	[Increase] [Decrease] to Overall GMP from Prior Change Orders: No. <u>1</u> to No. <u>3</u> .
\$0	\$107,441
Total Allowances prior to this Change Order	Overall GMP prior to this Change Order
\$0	\$23,046,193
[Increase] [Decrease] of this Change Order to Total Allowances	[Increase] [Decrease] of this Change Order to Overall GMP
\$717,162	\$0
Total Allowances incorporating this Change Order	Overall GMP incorporating this Change Order
\$717,612	\$23,046,193

3. Values shown are indicative of those Allowances accounted for separately from the Cost of Work. In the original contract, all the Allowances were accounted for in the Cost of Work total. Only with this CO No. 3 are the original contract allowances (\$698,946) and those from CO No. 1 (\$18,216), which total \$717,162 now accounted for in a separate Allowances item.

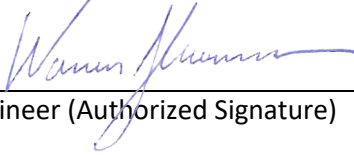
CHANGE IN CONTRACT TIMES

Original Contract Times	☐ Working days ☒ Calendar days
Substantial Completion (days or date).	<u>July 11th, 2020</u>
Ready for final payment (days or date).	<u>September 11th, 2020</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> .	
Substantial completion (days or date).	<u>19</u>
Ready for final payment (days or date).	<u>19</u>
Contract Times prior to this Change Order	
Substantial completion (days or date).	<u>July 30th, 2020</u>
Ready for final payment (days or date).	<u>Sep. 30th, 2020</u>
[Increase] [Decrease] of this Change Order	
Substantial completion (days).	<u>0</u>
Ready for final payment (days).	<u>0</u>
Contract Times with all approved Change Orders	
Substantial completion (days or date).	<u>July 30th, 2020</u>
Ready for final payment (days or date).	<u>Sep. 30th, 2020</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 

By:

By: 

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Date: 08/09/2019

Date:

Date: 08/10/2019

Approved by Funding Agency (if applicable):

By:

Funding Agency (Authorized Signature)

Date:

Purpose

The purpose of this change order is to clarify the meaning of various cost and work tracking terms and to clarify how these describe the process for processing pay applications and change orders, as well as the base contract as follows:

1. The project's total GMP is the sum of three components: the Cost of the Work, Allowances, and the Contractor's Fee. The Cost of the Work GMP component does not include Allowances for the purposes of contract accounting administration.
2. The Contractor's Fee is established as follows:
 - a. The base fixed fee, as described in the cost-plus agreement, is \$1,335,605 (Contractor's Fee GMP component). This amount, as amended by any executed Change Orders, is due to the Contractor if the Contractor completes the project scope, independent of the actual Cost of the Work incurred or actual costs incurred under Allowances. The percentage of the total Contractor's Fee GMP component that will be disbursed (with an appropriate amount retained) up through a given pay application will be the same as the cumulative approved incurred costs as a fraction of the total Cost of the Work GMP component at that time (with the total Fee and total Cost of Work GMP components being as adjusted through any executed Change Orders). With the first pay application following the issuance of a Certificate of Substantial Completion, the actual Cost of the Work at project completion will be forecasted and that value used in place of the Cost of Work GMP component for calculating the amount of the Fee due for that application. Any remaining unpaid Fee will be paid out with the Final Payment once the Engineer has deemed the project ready for Final Payment.
 - b. For purposes of future Change Orders, changes to the Contractor's Fee will be calculated as a fixed fee change based upon the following percentages of the agreed-upon change to the Cost of the Work plus the following percentages of actual costs incurred against any Allowance portions of the Change Order:
 - i. 9.00 percent for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2
 - ii. 6.25 percent for costs incurred under Paragraphs 13.01.B.
3. Allowances will be accounted for separately and differently from the Cost of the Work and the Contractor's Fee. Allowances are not subject to the 25%/75% cost savings share. Allowance sums included in the Agreement and Change Orders are to be used exclusively for the designated work items identified therein. Unspent Allowances are not available to the Contractor to cover cost overruns for work scope items covered under the Cost of the Work. Work resulting in any costs incurred by the Contractor which would cause the total spent against any individual Allowance item to exceed the Allowance sum identified in the Agreement or a previously executed Change Order must first be authorized through a fully-

executed Change Order.

4. Payments made to the Contractor associated with work completed under the original Contract's Allowance items will be made on the sole basis of actual incurred costs for these items. No additional fee amount shall be applied. It is recognized that during the development of the Contractor's base Fee for the original GMP, profit for these items was considered in that amount.
5. Change orders will separately identify price changes to the Cost of the Work and to Allowances. They will also separately identify the fixed fee change to the Contractor's Fee as well as the maximum additional change to the Contractor's Fee due to actual costs incurred against any Allowances included in that Change Order. Both of these fee changes will be calculated using the 6.25% and 9.00% rates as described in item 2b above.
 - a. General conditions costs in a Change Order should be included in the Cost of the Work. As a general rule, Allowances in Change Orders will be used to cover mitigate risk associated with uncertainties in unknown existing conditions, equipment and materials cost escalation, etc.

Contract Document Changes

1. Replace the last sentence in paragraph 6.01 of Section 00525, the Agreement, with the following:

“The actual Cost of the Work shall not exceed a sum of \$20,904,201.”

2. In the first sentence of paragraph 6.02 of Section 00525, the Agreement, delete the following phrase:

“less any allowance items,”

3. Delete the second sentence of paragraph 6.02 of Section 00525, the Agreement, and move items A through E that follow it to a new paragraph 6.03 and precede them with the following:

“6.03 Allowances. The following allowances, as defined in paragraph 13.02 of Section 00700, the Standard General Conditions, are established with individual budget amounts, as noted below, and are not subject to the cost savings sharing provisions set forth in paragraph 6.02. The Contractor shall not perform any work which would cause the cost associated with any of the allowance items to exceed the associated budget amount without an executed Change Order authorizing the work and increased budget amount(s).”

4. Add the following sentence to the end of paragraph 6.02 of Section 00525, the Agreement:

“The Contractor shall be eligible for cost savings sharing noted above for any changes to the Cost of the Work made through an executed Change Order (those portions of a Change Order not intended for cost savings sharing will be covered as changes to the Allowances – see below).

5. Add the following phrase to the first sentence in paragraph 8.01 of Section 00525, the Agreement, after the word “plus”:

“all Allowances plus”

6. Replace paragraph SC 11.04.C in Section 00800, Supplementary Conditions, with:

“Amend the first sentence of Paragraph 11.04.C.2 and sub-paragraphs a) and b) to read as follows:

C.2 “a fixed fee calculated using the following percentages applied to the change in the Cost of Work GMP component, plus a fee calculated by applying the following percentages to any actual costs incurred under a Change Order Allowance item.”

“a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 as part of a Change Order, the Contractor’s fee shall be 9.00 percent.

b. for costs incurred under Paragraphs 13.01.B.3 as part of a Change Order, the Contractor’s fee shall be 6.25 percent.”

7. Add the following paragraph to Section 00800, Supplementary Conditions:

“ SC-15.01.A Add the following to the end of paragraph 15.01.A:

The percentage of the total Contractor’s Fee GMP component that will be disbursed (with an appropriate amount retained) up through a given pay application will be the same as the cumulative approved incurred costs as a fraction of the total Cost of the Work GMP component at that time (with the total Fee and total Cost of Work GMP components being as adjusted through any executed Change Orders). With the first pay application following the issuance of a Certificate of Substantial Completion, the actual Cost of the Work at project completion will be forecasted and that value used in place of the Cost of Work GMP component for calculating the amount of the Fee due for that application. Any remaining unpaid Fee will be paid out with the Final Payment once the Engineer has deemed the project ready for Final Payment.”

END

Attachments:

Redlined versions of referenced sections of 00525 and 00800 depicting language changes created by this Change Order.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (COST-PLUS)

Prepared by



Issued and Published Jointly by



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INTRODUCTION

This Agreement between Owner and Contractor for Construction Contract (Cost-Plus) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC® C-200, 2013 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC® C 410, 2013 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC® C-700, 2013 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition), and the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

In construction contracting, as a general matter the "agreement" is the legal instrument executed (signed) by the project owner and the construction contractor, binding the parties to the terms of the contract. See CSI Project Delivery Practice Guide (2011), Section 11.1.2, p. 210, and CSI Construction Specification Practice Guide (2011), Section 5.1, p. 75. This EJCDC Agreement form serves that basic function, by identifying the parties and Contract Documents, and establishing the Contract Price and Contract Times. This Agreement form is specifically intended for cost-plus-fee contracts (commonly referred to by the shortened term "cost-plus")—that is, contracts in which Owner agrees to compensate Contractor based on the cost of performing the Work, and also pay the Contractor a fee. A cost-plus contract may also include some Work items that are compensated on a unit price basis. For construction contracts in which the Contract Price is primarily based on a stipulated price (lump sum), or a mix of stipulated prices and unit prices, users should select EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

This Agreement form is drafted to be flexible enough to be used on construction projects that are competitively bid, and for public and private contracts that are negotiated or awarded through a proposal process or otherwise (most uses of cost-plus contracts fall into this latter category). On competitively bid projects, the following documentary information would typically be made available to bidders:

- Bidding Requirements, which include the Advertisement or invitation to bid, the Instructions, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders, and Bid Form supplements (if any) such as Bid Bond and Qualifications Statement.
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.
- Documents referred to in the Supplementary Conditions or elsewhere as being of interest to bidders for reference purposes, but which are not Contract Documents.

Together, the Bidding Requirements and the Contract Documents are referred to as the Bidding Documents. (The terms "Bidding Documents," "Bidding Requirements," and "Contract Documents" are defined in Article 1 of the General Conditions.) The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter. Many contracts are awarded without even going through a bidding process, and thus have no Bidding Requirements, illustrating that the bidding items are typically superfluous to the formation of a binding and comprehensive construction contract. In some cases, however, a bid or proposal will contain numerous line items and their prices; in such case the actual bid or proposal document may be attached as an exhibit to the Agreement to avoid extensive rekeying.

Suggested provisions are accompanied by “Notes to User” and bracketed notes and prompts to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions often will be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms, and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition), available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC’s sponsoring organizations.

CSI MasterFormat™ (50-Division format) designates Document “00 52 XX” for various forms of the owner-contractor agreement. If this format is used, the first page of the Agreement would be numbered 00 52 13-1 (or other appropriate third pair of numbers, in accordance with MasterFormat™).

Instructions and restrictions regarding the use of this document are set out in the License Agreement that accompanied the document at the time of purchase. To prepare the Agreement for inclusion in a Project Manual or for use in a specific contractual engagement, (1) remove the cover pages and this Introduction, (2) fill in Project-specific information and make revisions to the Agreement, following the guidance in the Notes to Users and bracketed notes and prompts, and the advice of legal counsel, and (3) delete the Notes to Users and bracketed notes and prompts.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (COST-PLUS)**

THIS AGREEMENT is by and between Town of Eagle, a Colorado municipal corporation (“Owner”) and
MWH Constructors, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Lower Basin Water Treatment Plant (LBWTP) will be a membrane filtration-based water treatment facility with an ultimate design capacity of 5 million gallons per day (mgd). Initial construction will result in a facility with a firm capacity of 2.5 mgd that is readily expandable to a firm 5.0 mgd primarily through the addition of future pumping and treatment process equipment. The LBWTP will complement the Town’s existing Upper Basin WTP by providing water supply/production facility redundancy, increased water service reliability, system operational flexibility, and increased production capacity. The facility will be constructed on presently undeveloped Town-owned land located adjacent to the existing Town of Eagle Wastewater Treatment Facility (WWTF). The Town desires to have the new facility online in mid-2020.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by SGM.
- 3.02 The Owner has retained SGM (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before July 11, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 11, 2020.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$2000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000.00 for each day that expires after Substantial Completion until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, and inspection, in accordance with any daily rates specified in contracts with Owner, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

4.05 *Liability Limitations*

Notwithstanding the foregoing, in no event shall either party assume liability for the other party's indirect, special, incidental, or exemplary consequential damages of any kind, including, without limitation, loss of use, data, profit or revenue, loss or damage to property or equipment or business interruption arising as a result of either party's performance of the Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, the Cost of the Work plus a Contractor's fee for overhead and profit, both of which shall be determined as provided in Articles 6 and 7 below, subject to additions and deletions as provided in the Contract Documents and subject to the limitations set forth in Article 8 below.

ARTICLE 6 – COST OF THE WORK

6.01 Cost of the Work shall be determined as provided in Paragraph 13.01 of the General Conditions. The actual Cost of the Work shall not exceed a sum of \$ 21,603,147 20,904,201.

6.02 Cost savings sharing. Should the actual Cost of the Work be less at the end of the project than the amount set forth in 6.01 above, the Contractor shall be entitled to payment (made at the time of release of Final Payment) of 25% of the difference between the not-to-exceed amount in 6.01, ~~less any allowance items,~~ and the actual cost. ~~This cost savings share for the Contractor shall not apply to the "allowance" portion of the Cost of the Work noted below. The Contractor shall be eligible for cost savings sharing noted above for any changes to the Cost of the Work made through an executed Change Order (those portions of a Change Order not intended for cost savings sharing will be covered as changes to the Allowances – see below).~~

6.03 Allowances. The following allowances, as defined in paragraph 13.02 of Section 00700, the Standard General Conditions, are established with individual budget amounts, as noted below, and are not subject to the cost savings sharing provisions set forth in paragraph 6.02. The Contractor shall not perform any work which would cause the cost associated with any of the allowance items to exceed the associated budget amount without an executed Change Order authorizing the work and increased budget amount(s).

A. Dewatering Allowance. An allowance, not to exceed an amount of \$ 498,946, for actual Construction Dewatering costs.

B. Office Furniture and Equipment Allowance. An allowance, not to exceed an amount of \$40,000, for actual office furniture and equipment costs.

C. Laboratory Equipment Allowance. An allowance, not to exceed an amount of \$75,000, for furnishing and installing laboratory equipment per specification section 11600.

D. Start-up Chemical Allowance. An allowance, not to exceed an amount of \$45,000, for purchasing WTP startup chemicals that are not related to the Zenon membrane CIP system. WTP startup chemicals covered under this line item include sulfuric acid, sodium hydroxide, potassium permanganate, alum, fluorosilicic acid, sodium hypochlorite.

E. Earthwork Allowance. An allowance, not to exceed an amount of \$40,000, for additional general conditions and costs incurred to meet scope gap potentially arising from the use of Solar Valley Demolition and Excavation.

ARTICLE 7 – CONTRACTOR'S FEE

7.01 Contractor's fee shall be determined as follows:

- A. A fixed fee of \$1,335,605, which is calculated as 6.25% of costs incurred under Standard General Conditions, Paragraphs 13.01.B.1, 13.01.B.2, and 13.01.B.3, and which shall be subject to increases or decreases for changes in the Work as provided in Paragraph 9.01.A below. Note that for purposes of adjusting the fixed fee, the cost of work shall include the

\$486,000 rebar purchase that was procured under the Pre-construction Services Agreement dated October 31, 2017.

ARTICLE 8 – GUARANTEED MAXIMUM PRICE

- 8.01 Contractor guarantees that the maximum amount payable by Owner for the sum of the Cost of the Work plus all Allowances plus Contractor's fee under Article 7 (Guaranteed Maximum Price) will not exceed \$ 22,938,752, subject to increases or decreases for changes in the Work. The Guaranteed Maximum Price will not apply to Unit Price Work.

ARTICLE 9 – CHANGES IN THE CONTRACT PRICE

- 9.01 The amount of any increases or decreases in Contractor's fee, in any Guaranteed Maximum Price, or in any Guaranteed Maximum Fee which results from a Change Order shall be set forth in the applicable Change Order subject to the following:
- A. If Contractor's fee is a fixed fee, any increase or decrease in the Contractor's fee resulting from net additions or decreases in the Cost of the Work shall be determined in accordance with Paragraph 11.04.C of the General Conditions, subject to any Guaranteed Maximum Price.
 - B. Wherever there is a Guaranteed Maximum Price or Guaranteed Maximum Fee:
 - 1. In the case of net additions in the Work, the amounts of any increase in either Guaranteed Maximum (Price or Fee) shall be proportional to the increase in Contract Price for such additions to the Work, exclusive of any mark-ups for profit, overhead, or fees of Contractor, Subcontractors, or Suppliers.
 - 2. In the case of net deletions in the Work, the amount of any decrease in either Guaranteed Maximum (Price or Fee) shall be proportional to the decrease in Contract Price for such deletions to the Work.

ARTICLE 10 – PAYMENT PROCEDURES

10.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

10.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 25th day of each month during construction as provided in Paragraphs 10.02.A.1 and 10.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. *For Cost of the Work:* Progress payments on account of the Cost of the Work will be made:

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - 1) 95% percent Cost of Work completed (with the balance being retainage); and
 - 2) 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. *For Contractor's fee:* Progress payments on account of the Contractor's fee will be made as follows:
 - a. If Contractor's fee is a fixed fee, payments prior to Substantial Completion will be in an amount equal to 95% percent of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work on the number of units completed). In the event there is no Schedule of Values the progress of the Work will be measured as provided elsewhere in the Contract.
 - b. If Contractor's fee is a percentage fee, payments prior to Substantial Completion will be in an amount equal to 95% percent of such fee (less in each case payments previously made on account of such fee) based on the Cost of the Work completed.

10.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.
- B. Contractor is responsible for publishing a notice of the final settlement per the requirements of Colorado Revised Statutes Section 38-26-107. No final payment can be made until this notice is published.
- C. Contractor is required to comply with Colorado Revised Statutes Section 24-91-101 – Construction Contracts with Public Entities. Construction contracts are required to contain certain information regarding appropriation of necessary funds for the project and providing that in the event of change orders changing the Contract Price, the Contractor be notified that additional sufficient appropriations have been made.

ARTICLE 11 – INTEREST

- A. All amounts not paid when due shall bear interest at the rate of 3% percent per annum in excess of the prime rate, or the highest rate allowed by law, whichever is less.

ARTICLE 12 – CONTRACTOR'S REPRESENTATIONS

12.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor,; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 13 – ACCOUNTING RECORDS

- 13.01 Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 13.01.E of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all of Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 14 – CONTRACT DOCUMENTS

14.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Performance bond (not attached but incorporated by reference) (pages 1 to 3, inclusive).
 - 3. Payment bond (not attached but incorporated by reference) (pages 1 to 3 inclusive).
 - 4. Other bonds. Not Used
 - 5. General Conditions (not attached but incorporated by reference) (pages 1 to 72, inclusive).
 - 6. Supplementary Conditions (not attached but incorporated by reference) (pages 1 to 17 inclusive).
 - 7. Specifications and Appendices as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 216 sheets with each sheet bearing the following general title: Town of Eagle Lower Basin Water Treatment Plant
 - 9. Addenda (numbers 1 to 13, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's email dated 4/17/2018 from David Campbell to Warren Swanson *et al* transmitting the Final Summary Sheet of the GMP Estimate., (pages 1 to 2, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 14.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 14.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 15 – MISCELLANEOUS

15.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

15.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

15.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

15.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 15.05:
 - 1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

15.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700 2013, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor,

through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

- B. The contractor shall not discriminate on the basis of race, color, national origin, sexual preference, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this contract or other legally available remedies.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Town of Eagle, Colorado, a municipal corporation
acting by through its Board of Trustees

CONTRACTOR:

By: Anne McKibbin

Title: Mayor

By: _____

Title: _____

*(If Contractor is a corporation, a partnership, or a joint
venture, attach evidence of authority to sign.)*

Attest: Jenny Rakow

Title: Town Clerk

Attest: _____

Title: _____

Address for giving notices:

200 Broadway

P.O. Box 609

Eagle CO 81631

Address for giving notices:

License No.: _____

(Colorado)

*(If Owner is a corporation, attach evidence of authority
to sign. If Owner is a public body, attach evidence of
authority to sign and resolution or other documents
authorizing execution of this Agreement.)*

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

SC-11.04 Change of Contract Price

SC 11.04.A Amend the first sentence of Paragraph 11.04.A to read as follows:

- A. The Contract Price may only be changed by a Change Order approved by the Owner’s Board of Trustees and by Owner’s authorized representative.

SC 11.04.C Amend Paragraph 11.04.C.1 to read as follows:

C.1 “not applicable.”

SC 11.04.C Amend the first sentence of Paragraph 11.04.C.2 and subparagraphs a) and b) to read as follows:

C.2 “a fixed fee calculated using the following percentages applied to the change in the Cost of Work GMP component, plus a fee calculated by applying the following percentages to any actual costs incurred under a Change Order Allowance item~~a fee based on the following percentages of the various portions of the Cost of the Work.~~_____”

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 as part of a Change Order, the Contractor’s fee shall be 9.00 percent.

b. for costs incurred under Paragraph 13.01.B.3 as part of a Change Order, the Contractor's fee shall be 6.25 percent"

SC-11.08 Notification to Surety

SC 11.08.A Amend the first sentence of Paragraph 11.04.A to read as follows:

- A. If the provisions of any bond, including the performance bond, require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

- A. Equipment rental charges, particularly with respect to Contractor-owned equipment, can sometimes lead to disagreements. To reduce the possibility of such disagreements, the following Supplementary Condition may be used. Note that it requires a published reference or method for determining the costs.

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor will be paid at the current rates determined by Equipmentwatch.com website. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.A Add the following to the end of Paragraph 15.01.A:

“The percentage of the total Contractor’s Fee GMP component that will be disbursed (with an appropriate amount retained) up through a given pay application will be the same as the cumulative approved incurred costs as a fraction of the total Cost of the Work GMP component at that time (with the total Fee and total Cost of Work GMP components being as adjusted through any executed Change Orders). With the first pay application following the issuance of a Certificate of Substantial Completion, the actual Cost of the Work at project completion will be forecasted and that value used in place of the Cost of Work GMP component for calculating the amount of the Fee due for that application. Any remaining unpaid Fee will be paid out with the Final Payment once the Engineer has deemed the project ready for Final Payment.”

SC-15.01.D *Payment Become Due*

SC 15.01.D.1 Amend the first sentence of Paragraph 15.01.D.1 to read as follows:

1. Thirty days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

SC-15.03 *Substantial Completion*

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC 15.03.C Add the following new paragraph immediately following Paragraph 15.03.B:

- C. Substantial completion for this Project shall include completion and acceptance of all Contract Work with the following exceptions:
 1. Contract Closeout per Section 01700
 2. Finish Grading and Restoration per Section 02700
 3. Revegetation and Erosion Control per Section 02821
 4. Trees and Shrubs per Section 02830
 5. Touch-up painting per Specification 09900 and as approved by the Engineer

ARTICLE 16 SUSPENSION OF WORK AND TERMINATION

SC 16.05 Add the following new paragraph immediately following Paragraph 16.04:

16.05 ARTICLE X, SECTION 20/TABOR OF THE COLORADO CONSTITUTION



To: Mayor & Board of Trustees

From: Brandy Reitter, Town Manager

Date: August 27, 2019

Agenda Item: Resolution 39-2019 Uptown Professional Services Agreement

REQUEST:

Staff requests that the Board of Trustees review a Professional Services Agreement for Uptown to conduct a Broadband Assessment and Feasibility Study.

BACKGROUND:

Town conducted a 3-month RFP process to solicit bids and conduct interviews for a town-wide Broadband Assessment and Feasibility Study. This study is intended to survey the needs of the town, develop a vision for broadband, and provide multiple options for a decision on implementation scenarios for Project THOR. These decisions will detail a private sector option, a public sector option, a public-private combination, and a scenario for status quo.

ANALYSIS:

Six vendors submitted bids and the top two firms were invited to Eagle to give an in-depth presentation. Considering the proposed scope of work, relevant and current experience conducting feasibility studies and broadband project management in Glenwood Springs, Mountain Village, Delta-Montrose, Estes Park, and previously in Longmont, as well as having a budget that aligned with available resources, Uptown Services was chosen by the review committee.

The scope of work and phased approach proposed by Uptown Services is summarized below:

- **Phase 1 Task 1:** Community Engagement
- **Phase 1 Task 2:** Market Assessment
- **Phase 1 Task 3:** Public/Private Sector Needs
- **Phase 2 Task 1:** Evaluate Capabilities and Create Conceptual Design
- **Phase 2 Task 2:** Financial Analysis
- **Phase 2 Task 3:** Funding Alternative Identification

- **Phase 2 Task 4:** Strategic Directions
- **Phase 3 Task 1:** Construction Standards and Specifications
- **Phase 3 Task 2:** Revenue Recovery Analysis and Proposals
- **Phase 3 Task 3:** Joint Builds, Colocation, and Policy Suggestions

The initial timetable and scope of work includes a quantitative phone survey, public outreach and meetings, stakeholder committee meetings and in-depth interviews with business and community partners, and a presentation of the initial findings to the Board of Trustees at the end of Phase 2.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

There are both staff and financial resources required to complete the study:

Staff: Administration will be the project lead and coordinate information from public works and community development.

Financial: The project budget is not to exceed \$59,000. Town received a DOLA grant for \$20,000 to offset the cost of the project. The total cost burden is \$39,000. Funds will come from the THOR project budget account in the CIP.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following strategic objectives and/or business values:

Major Objective No. 7: Implement Priority Infrastructure Improvements – It is the town’s desire to include the implementation of a broadband system as a solution for priority infrastructure. This study is the first step in analyzing the most effective way to develop a broadband system.

Economic Development – Broadband is a critical service for commerce, employers, residents and public safety. Making improvements to the town’s broadband system supports residents and businesses.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Resolution No. 39, Series 2019, “A Resolution of the Board of Trustees of the Town of Eagle, Colorado Approving a Professional Service Agreement for a Broadband Assessment and Feasibility Study Between the Town of Eagle and Uptown Services”.

ATTACHMENTS:

- Professional Services Agreement with Uptown Services

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 39
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO APPROVING A PROFESSIONAL SERVICE AGREEMENT FOR A BROADBAND ASSESSMENT AND FEASIBILITY STUDY BETWEEN THE TOWN OF EAGLE AND UPTOWN SERVICES

WHEREAS, the Board of Trustees approved Project THOR in the 2019 Budget;

WHEREAS, the Board of Trustees approved a contract on March 26, 2019 with the Northwest Colorado Council of Governments (NWCCOG) to participate in Project THOR;

WHEREAS, an assessment and feasibility study are required for the implementation of Project THOR in the Town of Eagle;

WHEREAS, the Town applied for and received a grant from the Colorado Department of Local Affairs (DOLA) for \$20,000 to offset the cost of the study;

WHEREAS, staff conducted a request for proposal process and selected Uptown Services to conduct the Broadband Assessment and Feasibility Study on behalf of the Town; and

WHEREAS, Town is entering into a Professional Services Agreement with Uptown Services for a not to exceed amount of \$59,000.

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

Section 1. The Board of Trustees hereby approves the attached Professional Services Agreement and authorizes the Mayor to execute such Agreement for a Broadband Assessment and Feasibility Study.

INTRODUCED, READ, PASSED, AND ADOPTED on August 27, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 30th day of July, 2019 (the "Effective Date"), by and between the Town of Eagle, 200 Broadway, Eagle, CO 81631, a Colorado statutory municipal corporation (the "Town"), and Uptown Services, an independent contractor with a principal place of business at 7324 Cortez Lane Boulder, CO 80303 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$59,000 as a 'Not-to-Exceed' Fee for services as described in

Exhibit A and estimated travel expenses of \$5,000 as stipulated in Contractor's Proposal submitted 5/31/19 to the Town of Eagle. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any

subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CONFIDENTIAL INFORMATION

The Town expressly acknowledges that the Contractor now possesses or will possess information of a confidential or secret nature in both written and unwritten form that has unique commercial value ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, without limitation, trade secrets, processes, methods, computer programs or databases, data, know-how, inventions, improvements, techniques, marketing plans, product plans, strategies, and forecasts. The Town expressly acknowledges that the Town's relationship with the Contractor creates a relationship of trust and confidence between the Town and the Contractor with respect to the Confidential Information and covenants not to use, disclose, disseminate, re-brand or solicit the use of said Confidential Information unless mandated by law or governing statutes, or the Contractor provides prior written consent.

X. ILLEGAL ALIENS

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

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

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this

Agreement through participation in either the E-Verify Program or the Department Program.

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

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

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

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

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF EAGLE, COLORADO

Town Manager

ATTEST:

Jenny Rakow, Town Clerk

CONTRACTOR

By: _____

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7/30/2019
Uptown Services – Broadband Feasibility Study for Town of Eagle

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A SCOPE OF SERVICES

Proposed Scope of Services

Uptown Services, LLC is pleased to provide this proposal to conduct a broadband assessment and feasibility study for the Town of Eagle. We have completed numerous similar assignments for municipal fiber projects so we can fully appreciate the myriad strategy options, financial analysis, and implementation planning details you are seeking to determine how best to provide reliable, cost-effective, and fast broadband internet service to residents, business, and industry throughout the Town.

A. Phase 1 / Task 1: Community Engagement

The community engagement plan will include the following tactics and a synopsis of the timing relative to overall project progress:

- ☐ Outreach to public sector institutions and large businesses via one-on-one Depth Interviews
- ☐ Quantitative phone surveys (residential and commercial)
- ☐ Town executive and Council presentations
- ☐ Community outreach presentations (as needed post-study)
- ☐ Formal and informal citizen committees or stakeholder groups (as needed post-study)

Uptown will assess the market demand for services enabled by a broadband system. This demand analysis will utilize local and statistically valid quantitative market research and will feed into the financial analysis (Task 4) as inputs for the residential segment. Additionally, Uptown will conduct qualitative research in the form of depth interviews to assess the demand and needs of the commercial and institutional segment.

Uptown will work with Town staff to finalize the survey instrument to be used. All of our clients approve all research activities and survey designs prior to use.

This task will be completed using both primary (local market) quantitative telephone surveys and qualitative depth interviews to evaluate local market conditions. The structure of the research as applied to the requirements per the RFP are summarized in the table below:

Market Segment	Research Methodology	Parameters
Residential Consumers	Quantitative Phone Survey	Sample size of 400 with 95% Confidence Interval (n=400) 10-12 minute survey Screened for telecom/broadband decision maker and employment bias Weighted by age decile to project to census distribution of population
Large Employers	Depth Interviews	Depth Interviews of 30 minutes each Sectors included: Large Businesses, Healthcare, Non-Profit Sectors Included: Local government, K-12 Ed, Higher Ed. Property Development, MDU owners/ managers, stakeholders in geographic areas, downtown Eagle, others as determined by Town staff.

1 In person at interviewee location, with phone interview if scheduling conflict

1. Quantitative Research Methodology

Uptown proposes using two research methods to evaluate the market potential for broadband and engage the community into the process, 1) For the residential market, a quantitative phone survey, and 2) For the commercial/institutional segment, in-person depth interviews (see item 7 in this section). We have conducted small business phone interviews in other projects, but we expect that achieving a statistically valid sample size will not be feasible for the Town, and therefore would not incrementally improve the market data derived during the study. In our experience, the small business phone survey results, when we have conducted them, very closely mirrors the results of the residential survey and, as such, we do not expect this to affect study accuracy.

The research survey will be conducted according to acceptable research standards for achievement of random and independent sampling of the universe population. Uptown's quantitative research approach utilizes

formal and empirically proven techniques to ensure that both the data and the analysis are of the highest quality.

a. Scope of Survey

The quantitative survey will cover the following major areas:

- ☐ Identification of current broadband services being used, from which provider (market share), and monthly spending.
- ☐ Satisfaction with current services and areas for improvement.
- ☐ Willingness-to-pay at either a 10% discount to incumbent offerings or stated price point(s) and analysis of expected take rates (penetration) for each service.
- ☐ An identification and rating of service attributes.
- ☐ Identification of areas of improvement relative to current services
- ☐ Ranking of importance of broadband to the community and identification of ideal service provider

b. Response Design

Uptown carefully designs response options to ensure they are symmetrical and meet accepted research standards. We exclusively use Likert scales for purchase intent questions. Further we include open-ended response options in our surveys to gather specific information where needed (e.g. "What could be improved with your current broadband services?"). Open-ended question cost more to include because they require labor costs to code the responses, but we strongly believe they improve the quality of the research.

c. Screening Criteria

Uptown uses screening questions at the start of every interview to insure that the respondent is not biased due to their employment. For example, we screen out all client employees and all incumbent employees. We also make sure we are talking to the decision-maker for these services in the home or business.

d. Residential Survey Sample

Residential sample size will be 400. A 95% confidence interval will be achieved for the residential quantitative research survey. With a universe of approximately 19,000 households, an error rate of +/-4.85% is realized with a sample size of 400. We exclusively use phone surveys to remove bias from the sample. It is our strong belief that mail response surveys do not achieve a random sample. Also, the research firm we work with uses software that ensures a random sampling from the list that is loaded onto the autodialer.

e. Important Survey Metrics

- ☐ The length of the phone survey will be 10-12 minutes.
- ☐ The survey sample will be conducted with decision makers of entertainment and communications services for their household/business.
- ☐ Sample file to be provided by Client (e.g. Electric Utility Customer File or Property Tax Database)
- ☐ The survey will include an up-front screener question to ensure that employees of the Town or one of the incumbent providers are not included in the sample.

f. Survey Scope

The survey scope shall generate the key local market data required to enable an accurate financial analysis to be prepared and will be conducted using professional research practices and standards.

- ☐ The survey will identify current usage of broadband services
- ☐ The survey will identify current spending patterns for broadband services
- ☐ The survey will measure the current satisfaction levels among the incumbent providers for Internet access and local phone service.
- ☐ The survey will measure the performance of the following key players on the above attributes:

- ☐ Incumbent Cable Television Providers (MSO's)
- ☐ Incumbent Local Phone Companies (ILEC's)
- ☐ The survey will quantify the interest and purchase intent (willingness to switch) for broadband services if offered by an alternative provider.

Our approach to survey design will be consistent with professional techniques to ensure data validity. In this way, the Client is assured of viable research data and the quality of the financial inputs derived from it:

- ☐ Sampling (randomness and confidence interval)
- ☐ Response design (e.g. Likert Scale, other)
- ☐ Overstatement adjustment (purchase intent forecasting)
- ☐ Screening criteria (e.g. not an employee of an incumbent)

2. Analyze Service Offerings of Incumbent Providers

Uptown will analyze the local providers of broadband and telecommunications services (Internet and phone) used by the residential and business markets. The incumbents studied will include at a minimum:

- ☐ Broadband Internet Access Providers
- ☐ Incumbent Local Telephone Providers

Uptown will identify the local offerings of the existing providers. We will also analyze the pricing of current service offerings. In completing this task, Uptown will complete a side-by-side comparison of each major product, or product package, within each product category (LOB) to the appropriate benchmark incumbent and identify any corresponding price discount or price premiums.

3. Consumption Patterns

Uptown will determine the current usage behavior for each broadband service. Specific usage information will include:

Internet Access

- ☐ % of households without a PC
- ☐ % of households with a PC but no Internet
- ☐ % of households using Dial-Up Internet service
- ☐ % of households using Cable Modem Internet service
- ☐ % of households using DSL Internet service
- ☐ Market share of Internet providers

Local Telephone

- ☐ % of households using Wireless as a substitute for Wireline
- ☐ % of households using VoIP
- ☐ Number of lines per household

4. Customer Satisfaction

Uptown will interpret the role service satisfaction levels play in market demand for alternative broadband services. This data can be cross-tabbed with other data to provide insight into the drivers of satisfaction.

Uptown will determine the current satisfaction ratings for each service category and provider. Specific satisfaction data will cover:

Satisfaction Scores by Service category

- ☐ Satellite Internet
- ☐ DSL Internet
- ☐ Cable Modem Internet

- ☐ Fixed Wireless Internet
- ☐ Local Telephone

5. Determine Market Demand

Uptown will define the opportunity for launching broadband services in Eagle in terms of potential size and market share penetration rates. Uptown has developed a reliable methodology for predicted market penetration if the Town were to launch a broadband service. Details of the approach and its accuracy are presented below.

a. Willingness to Pay

Uptown will identify the purchase intent of the residential market for each of the three services and the willingness to switch from an incumbent provider to the Town. To extend the 'shelf-life' of the research and ensure correct interpretation by respondents who may not be aware of nominal price points by the incumbents, we use a combination of "10 Percent Less" reference points to the existing incumbent services and/or stated price points (e.g. fifty dollars per month).

b. Overstatement Adjustment

In our experience, Uptown is unique in its use of Overstatement Adjustment within the municipal broadband sector. Overstatement Adjustment is a time-tested empirical method for determining eventual market penetration of a service being evaluated using quantitative market research. This technique has been around for over 30 years and was pioneered in the packaged goods sector by firms such as Proctor & Gamble. The technique was developed as these firms realized that research respondents, for various reasons, overstated their purchase intentions during research as compared to the eventual penetration of a product that was subsequently commercially launched. This technique involves adjusting the respondent statement downward to reflect actual purchasing behavior when someone is actually choosing to pay for a service. In other words, we factor down the responses to generate a more accurate penetration forecast. Uptown will use a 5-point Likert scale as the response options for purchase intent, and these will then be factors for overstatement adjustment.

6. Benchmarking Research Results

In completing 33 municipal broadband quantitative surveys in the last 15 years, Uptown is uniquely qualified to benchmark the Client penetration estimates and other research findings against other Uptown quantitative research studies. Uptown will provide comparable data to clarify where the Client stands in comparison to other markets relative to demand for alternative broadband.

Our intent in reviewing these metrics is to assess the Client business case for reasonableness and achievability. This analysis attempts to answer such questions as; are the operating targets achievable compared to the actual performance of similar ventures in this industry? How strong are the purchase intent levels compared to other feasibility study quantitative research results?

This analysis will be completed such that Client staff will receive benchmark metrics for the key market variables on these dimensions:

a. Purchase Intent (research-based)

Uptown will use a minimum of 25 relevant and comparable quantitative surveys within the last 15 years to graphically depict how the Client's survey penetration metrics compares to these other markets. The range of penetration estimates will be provided and the Client will be plotted within that range.

b. Satisfaction Levels (research-based)

In a similar fashion, Uptown will use the same comparable quantitative surveys to graphically depict how the Client's survey satisfaction metrics compares to these other markets. The range of penetration estimates will be provided and the Client will be plotted within that range.

7. Depth Interviews

The objective of the depth interviews is to qualify the current and future capacity needs, unmet needs, issues with the currently available broadband service/infrastructure, and interest and level of support for the development and implementation of gigabit speed, high-capacity fiber broadband infrastructure. Some of those interviewed could be potential customers as a major commercial account, or they could be a person of importance in the community whose support of this project is desired. The Town will be responsible for the following tasks relative to the depth interviews:

- ☐ Identifying the participants
- ☐ Approving the final interview list
- ☐ Recruit participants and scheduling the interviews

Uptown will complete ten (10) in-depth face-to-face interviews within the stakeholder segments identified in the Research Parameters above. Note that an option to conduct additional depth interviews is included in this proposal (see section V).

Information gathered will include but not be limited to:

- ☐ Applications using broadband service
- ☐ Current use of broadband services and data networks regarding capacity, architecture and redundancy
- ☐ Future use of broadband services and data networks regarding capacity, architecture and redundancy
- ☐ Experience with existing broadband service in the local area and satisfactions/deficiencies with current service and providers
- ☐ Desired and/or expected expansion of broadband in the local/regional area
- ☐ Responsiveness to price decreases/increases or service improvements
- ☐ Beliefs about how broadband could/should impact future economic development within the local/regional area

B. Phase 1 / Task 2: Market Assessment

1. Analysis of Incumbent & Proposed Broadband Service Offerings

Uptown will examine, catalogue, and compare service provider offerings in the Town of Eagle to identify the baseline as the community evaluates ownership and service alternatives. Additionally, and as inputs into the Financial Analysis, Uptown will work with Town staff to define and justify reasonable standards (capacity, throughput, underlying technology standard, etc.) for multiple applicable classes of next generation broadband services as the objective of the project. To accomplish this, Uptown will define the services to be offered with respect to capacity (downstream and upstream), features and functionality, packaging, tiers, rate card pricing, and promotional rates.

The next generation broadband services that will be quantified will include the following service categories. Some of these services may be optional and the specifications (e.g. Internet download speed) will be subject to the technology options that will be evaluated.

Service Market Example Service Parameters

High

Capacity

Data

Services

Medium-

Large

Commercial &

Institutions

- ☐ Dedicated high-capacity Access and Transport services ranging from 100Mbps to 1Gbps+

Internet

Access

Services

Residential

and

Commercial

- ☐ Internet Service Tiers
- ☐ Downstream and upstream speeds
- ☐ Features

Voice

Services

Residential
and

Commercial

☐ Access Line Fees

☐ Feature Packages

☐ Long Distance Packages

2. Consideration of Anchor Institutions & Planned Development

In addition to the residential and commercial entities located within the Town limits, Uptown will incorporate county-wide non-profit and government entities like the Eagle Valley School District, the Eagle County Airport, and other similar institutions as a part of this market assessment. Additionally, significant new Planned Unit Developments planned in the Town of Eagle will be incorporated into the market assessment as further sources of potential revenue.

C. Phase 1 / Task 3: Public / Private Sector Needs

Uptown will evaluate the Town's current broadband network capabilities as well as planned infrastructure projects that could be leveraged for the delivery of broadband services. Uptown will perform a technical evaluation of the Town's existing fiber-optic and wireless network resources and its ability to utilize the existing assets for broadband services, both residential and commercial, as well as governmental functions. This analysis will reflect existing tower sites, fiber strand availability, fiber strand characteristics, geographic usability and cable route space capacity. This assessment will include analysis of available GIS information and other public data sources available at the time of the study.

D. Phase 2 / Task 1: Evaluate Capabilities & Create Conceptual Design

Uptown starts each assignment with a review the latest enabling equipment and outside plant technologies and construction techniques. Some approaches show promise, but aren't quite ready for deployment. Other products or techniques are hyped to be promising, but fail to materialize in reality. We will consider the leading design and outside plant construction approaches as part the Town's strategy for broadband. Our approach will consider wireline, wireless, and hybrid wireline/wireless architectures.

1. Analysis of Wireline Architecture Options

Uptown has been designing FTTP systems for over 13 years. While our designs are state of the art, they also strike the optimal balance of being future proof, craft friendly and economical.

Uptown will review the latest innovations for wireline fiber systems as part of the Town's study. This process will start with discussions with Town staff related to network requirements such as spliceless installs, structure size and fiber placement. We will then work with leading vendors to discover any new or innovative building blocks that might help to achieve the Town's given objectives.

2. Analysis of Wireless Architecture Options

Uptown has been evaluating wireless options for our clients since 1999. From City-wide WiFi to 5G, we have kept up to speed on the latest capabilities and economics for the leading wireless platforms. We will complete a high level wireless range and propagation analysis based on the different unlicensed and lightly licensed options available to the Town. This analysis will be GIS based and will not consider terrain and foliage impacts on signal propagation. The goal of this assessment will be to determine the efficacy of using the Town's Emergency Services towers as part of the overall broadband strategy.

3. Network Sample Designs & Capital Budget

Uptown will develop broadband sample network designs as part of the development of an accurate capital budget. The design will accommodate current needs and be scalable enough to provide for future needs without wholesale equipment replacement. Outside plant items such as tower capacity, transmitter ranges, rights-of-way issues, existing conduit capacity, pole attachments, and other items required for successful implementation will be addressed. Other issues such as network redundancy, equipment, ancillary equipment such as vehicles and other equipment not directly used in the transmission of the signal will be addressed.

The sample design phase involves evaluation and development of the optimal outside plant design approach for the proposed broadband system. Uptown will work with Client staff to define the best mix of building blocks and their sizing for all critical outside plant components. We will also identify with staff the appropriate sample areas to be evaluated in detail.

Based on the low density characteristics of the service area and the availability of existing towers, Uptown anticipates the inclusion of a wireless network component as part of the sample designs and capital budgeting process.

Our process for completing this task is detailed next.

4. Characterization of Service Area

A good broadband design should accommodate and leverage the unique characteristics of the local service area. Uptown will work with Client staff to collect important information including, but not limited to the following:

- ☐ Total residential passings
- ☐ Total commercial passings
- ☐ Total Multiple Dwelling Units (MDUs)
- ☐ Total road miles
- ☐ Total miles of electric plant
- ☐ Percentage overhead vs. underground (direct buried vs. conduit)
- ☐ Availability of pole space for additional fiber cable (power space vs. telecom space)
- ☐ Square miles of service area
- ☐ Location of all key Utility assets
- ☐ Existing fiber routes

5. Selection of Sample Design Areas

We will jointly determine with Town staff which areas (up to five (5) service areas of approximately 250 passings each) are best representative of the entire service area and then complete a detailed design of each. This information will then be used to develop weighted capital requirements for the complete service area under consideration.

6. Node and/or Transmitter Sizing

Depending on the size of the service area and the broadband architecture used in the study, the Client may need to deploy nodes to house active electronics. Uptown will discuss this approach with Client staff and go over any restrictions on these locations. Uptown will also review active node configuration alternatives that have been installed in various broadband networks. Finally, Uptown will estimate the number of passings and subscribers per active node and/or transmitter. This node sizing will be based on the combination of the desired configuration (footprint / form factor), distance from head end, distance from tower locations, and likely penetration of homes passed for the Client's services.

7. Incorporation of Wireless Infrastructure

Uptown will evaluate the use of the existing Emergency Services towers in support of the broadband network. Uses of these towers might include high capacity backhaul for network nodes and/or distribution of broadband services to end user radios in range of the given tower.

8. Sample Designs

Uptown will provide detailed ESRI-based maps of each of the selected sample design areas.

9. Capital Budget

Uptown will provide a line item capital budget including quantity and unit cost information for each major piece of equipment or materials required for a system-wide broadband deployment. This budget will include expenditures related to outside plant materials and construction, fiber transport equipment, transmitter

equipment, backhaul facilities, broadband equipment including network interface devices, customer premises equipment including set top boxes, head end systems, building renovations and any other major expenditures (vehicles, test equipment, etc.). This will serve as a key input for the financial analysis task.

E. Phase 2 / Task 2: Financial Analysis

Uptown will analyze the financial feasibility of deploying a broadband network in the Town and create a 20 year pro forma forecast. This deliverable will include all applicable capital costs, operating expenses, and revenues to operate a broadband system with the Town serving as either the wholesaler of network access to a retail service provider partner(s) or as the service provider itself. The following specific line-items are addressed:

- ☐ Capital investment required (amount, timeframe, responsible party, etc.)
- ☐ Additional assets required (alignment with Asset Inventory)
- ☐ Potential Services and Partners (aligned with assessment and identifying strategic impact and cash flows)
- ☐ Operations & Maintenance (amount, timeframe, responsible party, etc.)
- ☐ Repair
- ☐ Customer Service
- ☐ Service Installation
- ☐ Marketing
- ☐ SG&A (personnel, professional services, etc.)
- ☐ Summary Financial Metrics (e.g. project net payback period, cash flow, etc.) over twenty (20) years

1. Revenue Forecast

Uptown will create a revenue forecast based upon the wholesale service that would be offered. From the service set definition identified in Task 1, the likely revenue stream will be modeled. To accomplish this, Uptown will identify and quantify the sources of revenue for the network and describe the portfolio of services the network will offer via the Retail Partner(s). Consideration will be given to all three broadband services (video, Internet and phone) for the residential and commercial segments, as well as high capacity data services for the higher end commercial market. Revenue will be quantified by line of business and all assumptions will explicitly be detailed. The revenue model will include revenue projections for the twenty-year study and include rate comparisons and sensitivities.

The business case financial projections will cover a full range of the services that the Town's service provider(s) will/will not provide. These service combinations will be, but are not limited to the following scenarios:

- ☐ Data only
- ☐ Data and voice
- ☐ Data, voice and video

2. Operating Budget

Uptown will develop a detailed operating budget that covers the ongoing expenses involved with running a broadband network at the wholesale level. The opex and capital inputs will be identified, and Uptown will review these with Client staff. The business case will include all appropriate inputs related to cost of goods sold and sales general & administrative (SG&A) expenses, including but not limited to the following:

- ☐ Internet backbone connection
- ☐ Incremental staffing and applicable overhead loading
- ☐ Network monitoring services
- ☐ Vendor and vehicle maintenance
- ☐ Software and operations support systems

- ☐ Professional services
- ☐ Right of way fees
- ☐ Advertising, marketing and sales
- ☐ Training
- ☐ Financing and debt service expenses, et al

3. Capital Budget

Uptown will fold the capital budget developed as part of Phase 2/Task 1 into this section of the feasibility analysis. Our basis and methodology for estimating the physical plant construction cost assumptions used in the financial feasibility analysis is described in detail under the Phase 2/Task 1 scope.

The business case will include the following capital items:

- ☐ Outside plant construction costs to pass all homes and businesses in the proposed service area
- ☐ Building additions, renovations or improvements
- ☐ Fixed equipment capital for system electronics, vehicles, test equipment and data center platforms
- ☐ Variable capital per subscriber served including fiber drop, network interface unit, power supply, battery backup, set top boxes, inside wire and contract labor and subject to Phase 2 bid outcomes
- ☐ Upgrade budget for general network and subscriber level equipment

4. 20-Year Pro Forma Economic Analysis

Uptown will complete, for a twenty-year period of time, an economic feasibility assessment of providing the needed communications services over a Client-constructed broadband network. Revenue projections will include market penetration and price sensitivity, and in Phase 1 will be based upon our estimation of likely wholesale terms.

The economic assessment will include at a minimum, all of the following:

- ☐ Revenue Projections
- ☐ Operating Expenditures
- ☐ Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)
- ☐ Capital Expenditures
- ☐ Peak Funding Requirements
- ☐ Net Present Value of Cash Flows
- ☐ Annual cash flows
- ☐ Working Capital Requirements

Uptown's Full Service Network Business Model (FSN Model) will be used to conduct all financial analysis as required by the client. The FSN Model was developed by Uptown to evaluate the financial risks and benefits of offering voice, video and data services to multiple market segments (residential and commercial) over a broadband network. With over 240 inputs, this tool accounts for all variables that generate revenue, expense, and capital costs. The model has detailed sections for demand, revenue, expense and capital, including a detailed staffing section. The FSN Model generates pro forma results for each scenario and Uptown provides side-by-side comparisons of key outcomes for all scenario runs (see next deliverable). While Uptown will bring the power of the existing FSN Model to this project, it is fully expected that it will be customized to meet the requirements of the Client. One of the primary tenets of Uptown's financial model philosophy is to remain flexible and allow for easy expansion and modification of the core model.

F. Phase 2 / Task 3: Funding Alternative Identification

Uptown will work with Town staff to identify viable options for financing the recommended fiber network in terms of initial construction as well as ongoing operating costs under the anticipated role of the service provider(s). The scope of funding options will include the identification of potential grant funds at the state and federal level. Especially at the federal level, the feasibility of tapping into grant funds will be dependent

upon the eligibility of the proposed service area to meet unserved and/or underserved status based upon availability and speed levels of existing broadband services.

Every client has different objectives, borrowing capabilities and varying degrees of latitude (legislatively) when it comes to paying for such a capital-intensive undertaking and we believe that it is best to discuss the proposed approach in detail with the client's bond counsel or financial advisors during the course of the analysis. As such, Uptown will assist the client and its financial advisors, bond counsel, and or underwriter in their efforts to review the pro forma and arrange financing for the project. This task typically involves answering detailed questions about the pro forma assumptions, the financial metrics outcomes, and running further sensitivity or "what if?" scenarios in the financial model. This task also includes ongoing financial modelling analysis for the client should additional scenarios be desired by the client (for example, an increase in interest rates to reflect changing market conditions).

G. Phase 2 / Task 4: Strategic Directions

Uptown will complete an analysis of the various business structure options available to the Town for providing broadband services by exploring the strategic, financial, and organizational implications of each. Uptown will evaluate the potential business structure options with Town staff to make sure all appropriate options are being considered and then go about evaluating the alternatives from both qualitative and quantitative points of view.

1. Identification of Business Structure Options

Completion of this task will include an analysis of the following business structure options:

☐ **Option 1:** The Town serves as the services retailer of a last-mile system passing all premises. The Town builds/owns/operates its own utility and directly retails the services being provided. It is expected that a CLEC partner would resell voice service to the Town in this scenario if voice service is offered over the network.

☐ **Option 2:** The Town serves as the services retailer of a middle-mile system (e.g. THOR) passing community anchor institutions, public facilities, and large businesses. The Town builds/owns/operates its own utility and directly retails data services (Internet and direct fiber capacity) to these institutions via fiber laterals extending from one or more fiber rings.

☐ **Option 3:** The Town serves as the services wholesaler in a public/private partnership model. The Town builds and owns the fiber system utility and relies on an exclusive private sector partner as the services retailer/provider to the end user. The private provider(s) could be either existing major incumbents (cable and telco) and/or local and regional ISP's. A retailer example of the model is Ting (Centennial, CO and Westminster, MD). It should be noted that 'Open Access' is included in this business structure but with multiple retailers versus an exclusive partnership.

☐ **Option 4:** The Town leases new and/or existing conduit capacity and/or dark fiber strand infrastructure to a private operator that retails the broadband services to end users. The Town retains ownership of these assets but enters into a long-term IRU (indefeasible right of use) with the retailer. A retailer example of the model is Allo Communications (Lincoln, NE)

For those models which involve a private operator, Uptown will evaluate the viable wholesale price points that would need to be charged by the Town to sustain financial feasibility. Additionally, we will then evaluate the expected financial returns for the private operator. The objective would be to evaluate the "intersection" where financial terms are viable for both parties.

By modeling the outcome from a purely quantitative perspective, the normal biases and philosophies that lead to public/private partnership issues in the long-term can be assessed up front. This approach will put the Town in the best position to assess the viability of the business models being considered in their go-forward strategy. With this approach, Uptown will complete a scenario analysis within its financial models to quantify and present the Town with a back-to-back comparison of each business structure from a financial perspective. The financial metrics that will be addressed will be:

- ☐ Working Capital Requirement
- ☐ Bond Amount
- ☐ Total Funding Requirement
- ☐ Total Revenue (Year 15)

- ☐ Total Expense (Year 15)
- ☐ Operating Income (Year 15)
- ☐ Cash Flow with Debt Service (Year 15)
- ☐ Cumulative Cash Flow (Year 15)
- ☐ Net Present Value (Year 15)
- ☐ Return on Investment (Year 15)

2. Business Structure Recommendation

Based upon the findings of the financial and strategic analysis addressed by Uptown, a specific business structure recommendation will be made. The recommendation will address the optimal business structure for the proposed fiber network venture. The final business case pro-forma will be built using the specific assumptions related to this structure alternative.

Phase II will culminate in the presentation by Uptown to town staff of the recommended broadband strategy based upon the analysis completed in Phases 1 and 2 of the project. This will be an on-site presentation of all analysis and findings. As the final deliverable, Uptown will provide guidance to the Town on the financial viability of the recommended rural broadband strategy based upon the pro forma outcomes and financial sensitivity analysis. The strategic plan will include recommended approaches to broadband implementation, including a review of service delivery alternatives such as municipally owned/ operated, public-private partnerships, open access or other options.

The primary format for our reports will be a high quality PowerPoint report to present the data, analysis, and findings of the project, with supplements including applicable spreadsheets, maps, and other formats as appropriate.

H. Phase 3 / Task 1: Construction Standards & Specifications

Uptown will review the current Town standards and specifications for outside plant construction. We will make recommendations for edits to the existing specifications and provide new standards and specifications that will be required for any future broadband deployment. Areas addressed will include the following:

- ☐ Underground path creation specifications for directional drilling and trenching;
- ☐ Underground structure installation specifications;
- ☐ Restoration requirements;
- ☐ Aerial construction specifications;
- ☐ Fiber placement specifications;

Uptown has completed this type of work for several clients including the City of Glenwood Springs, Town of Mountain Village, Town of Estes Park and the City of Beverly Hills.

I. Phase 3 / Task 2: Revenue Recovery

The Town, in its prior planning activities under Project THOR, has identified an opportunity to potentially serve various Community Anchor Institutions (CAIs) within the County with both standard Internet access and High Capacity Services. These High Capacity Services typically involve larger institutional or public sector users that have differentiated service requirements and a higher per-location revenue opportunity. Requirements can range from dedicated versus shared bandwidth, dual-entrance protection, service level commitments for lit service to dark fiber connections. Uptown will incorporate the prior analysis and revenue projections for the THOR study into the financial analysis.

J. Phase 3 / Task 3: Joint Builds and Colocation

In an effort to maximize the efficiency and utilization of future underground construction activities within the Town, Uptown will develop a proposed "Dig Once" policy that can be adopted via Town ordinance. This policy will be based on tactics and policies to coordinate construction activities involving the public right-of-way across the Town, incumbent or future telecommunication or broadband providers, and utility operators.

The goal of this policy will be to achieve:

- ☐ Maximum utilization of the public right-of-way across providers and assets

- Reducing repeated construction within the right-of-way to minimize disruption and extend the lifespan of hard surface areas
 - Potentially reducing the long-term cost of deploying new broadband infrastructure



To: Mayor and Town Board of Trustees

From: Bryon McGinnis, Public Works Director

Date: August 27, 2019

Agenda Item: Resolution 40-2019 Kumar & Associates Agreement for Professional Services

REQUEST:

Staff is requesting the Board of Trustees review a Professional Services Agreement for geotechnical services between the Town of Eagle and Kumar & Associates.

BACKGROUND:

It is the Town's policy to hire a geotechnical firm on development projects for oversight of infrastructure dedicated to the Town. These services are for Filing 1 of the Haymeadow project.

ANALYSIS:

The contract is for geotechnical services separate from the developer's geotechnical firm for materials and compaction testing. These "third party" geotechnical services agreements are typical with other local, State and Federal infrastructure projects.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

The existing reimbursable agreement with Abrika will be increased as necessary to pay for the services in accordance with the SIA. The contract is for \$54,894. These services assist Town staff in providing quality control and quality assurance.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #7 Implement Priority Infrastructure Improvements – this service ensures that developers install high quality infrastructure improvements.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Resolution No. 40 Series 2019, "A Resolution of the Board of Trustees of the Town of Eagle, Colorado Approving an Agreement for Professional Services for Geotechnical Services between the Town of Eagle and Kumar & Associates".

ATTACHMENTS:

- Professional Services Agreement

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 40
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO
APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR GEOTECHNICAL
SERVICES BETWEEN THE TOWN OF EAGLE AND KUMAR & ASSOCIATES

WHEREAS, the Haymeadow Filing 1 and Final Plat and Subdivision Improvements Agreement (SIA) was approved May 14, 2019;

WHEREAS, Haymeadow began construction of Filing 1 and geotechnical services is required as part of the construction;

WHEREAS, the Town is contracting with a third-party geotechnical contractor to provide the review of soils and material testing associated with the construction;

WHEREAS, the contractor shall provide comprehensive reporting to the Town during the 24-week construction cycle;

WHEREAS, expenses associated with the Professional Services Agreement are considered reimbursables by Haymeadow to the Town; and

WHEREAS, the Town shall pay the contractor a not to exceed amount of \$54,894.

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

Section 1. The Board of Trustees hereby approves the attached Professional Service Agreement and authorizes the Mayor to execute such Agreement for geotechnical services.

INTRODUCED, READ, PASSED, AND ADOPTED on August 27, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
(Haymeadow Subdivision Development)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") made and entered into this ____ day of July, 2019 (the "Effective Date"), by and between THE TOWN OF EAGLE, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town") and KUMAR & ASSOCIATES, a Colorado Corporation with an address of 5020 County Road 154, Glenwood Springs, CO 81601 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$54,894. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any

officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

IX. ILLEGAL ALIENS

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

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

C. Verification.

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

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does

not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

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

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

X. 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 prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

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

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

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

I. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, 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. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

TOWN OF EAGLE

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

KUMAR AND ASSOCIATES

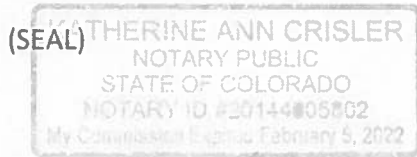
Steven L. Pawlak

Steven L. Pawlak, principal

STATE OF COLORADO)
COUNTY OF Garfield) ss.

Subscribed, sworn to and acknowledged before me this 15th day of July,
2019, by Steven L. Pawlak as principal of Kumar & Associates

My Commission expires:



Katherine Ann Crisler
Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, as a public contractor under contract with Town of Eagle
(the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are
newly hired for employment to perform work under this public contract for services
("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. §
1324a, which verify the employment eligibility and identity of newly hired employees who
perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly
hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

I. CONTRACTOR'S DUTIES

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

A. Contractor shall perform part-time observation and testing of soils and materials only, including testing of earthwork operations, sampling and testing of concrete, subgrade observation and proof-rolling, and sampling and testing of asphalt pavement as directed by the Town or its designated representative.

B. Contractor shall perform all sampling and testing in accordance with applicable standard test methods except when otherwise noted.

C. Contractor shall discard all samples upon completion of the testing. Upon written request by the Town, samples will be returned or stored by Contractor at an agreeable charge. Concrete cylinders cast and cured on a "hold" basis will be charged, regardless of whether they are tested.

D. Contractor shall perform testing and sampling on a nearly daily basis with one to two site visits per day, which will meet or exceed CDOT specifications.

II. CONTRACTOR'S DELIVERABLES

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

A. Contractor shall submit to the Town a daily report reflecting the observations and testing results related to the Agreement. The significance of the report is subject to the adequacy and representative character of the samples tested as indicated in the reports and the comprehensiveness of the tests and observations.

B. This Agreement is based upon a 24-week construction cycle with multiple crews for earthwork and concrete and asphalt paving.



To: Mayor and Board of Trustees

From: Bryon McGinnis, Public Works Director

Date: August 27, 2019

Agenda Item: Waste Water Treatment Plant Improvements: Roof Replacement – Pay Application No. 3

REQUEST:

Staff is requesting the Board review the Waste Water Treatment Plant (WWTP) Improvements: Roof Replacement – Pay Application No. 3 in the amount of \$56,553.50 to Horizon Roofing, Inc.

BACKGROUND:

The Town's WWTP's roof was installed approximately 13-years ago and was damaged recently. The damaged roof needed to be replaced with a new roof to protect one of the Town's biggest assets. A claim was approved by CIRSA who is covering the majority of the expense. The Town entered into an agreement with Horizon Roofing, Inc. on June 11, 2019 in the amount of \$372,845.00.

ANALYSIS:

Horizon Roofing Inc. has completed the WWTP improvements roof replacement on-time and on-budget. There were no change orders. The Town is holding 5% contingency during the Advertisement for Final Payment and until final paper work is received. The BOT must approve any expenditures that exceed \$50,000.

COMMUNITY INPUT:

None.

BUDGET / STAFF IMPACT:

Waste Water Enterprise Fund Budget:	\$410,000.00
Horizon Roofing Contract:	\$372,845.00
Insurance Reimbursement:	(\$314,443.81)
Town Cost (Approximate):	\$58,401.19

Impact to staff's time is complete.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following strategic objectives and/or business values:

Major Objective #7 Implement Priority Infrastructure Improvements – The investment in the roof replacement is a priority and ensures that town can maintain existing facilities and infrastructure for many years. Maintaining what we have is important for service delivery.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Waste Water Treatment Plant Improvements: Roof Replacement – Pay Application No. 3 in the amount of \$56,553.50 to Horizon Roofing, Inc.

ATTACHMENTS:

- Horizon Roofing, Inc. Pay Application No. 3

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 1

PAGE ONE OF

2

PAGES

TO CONTRACTOR:

Town of Eagle

P. O. Box 609, Eagle, CO 81631

PROJECT:W. W. T. P.
311 Violet Lane**APPLICATION NO:**

THREE

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

PERIOD TO: 7/31/2019**FROM SUB-CONTRACTOR:**

Horizon Roofing, Inc.

P O Box 1867, Eagle, CO 81631

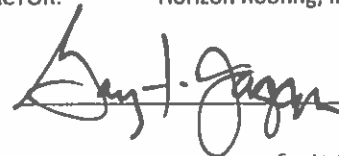
VIA ARCHITECT:**PROJECT NOS:****CONTRACT FOR:** REROOFING**CONTRACT DATE:** 6/4/2019**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$372,845.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$372,845.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$335,900.00
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$16,795.00
b. 0 % of Stored Material (Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$16,795.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$319,105.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$262,551.50
8. CURRENT PAYMENT DUE	\$56,553.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$53,740.00

CONTRACTOR: Horizon Roofing, Inc.**By:**

Date:

7/31/19

State of:**County of:**

Subscribed and sworn to before me this

day of

Notary Public:**My Commission expires:****ARCHITECT'S CERTIFICATE FOR PAYMENT**

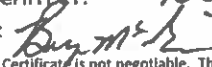
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **\$56,553.50**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

TOWN OF EAGLE

By:

Date: 8/9/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

2 PAGE OF PAGES 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Horizon Roofing

APPLICATION NO: THREE

APPLICATION DATE: 7/31/2019

PERIOD TO: 8/15/2019

Project: Town of Eagle
W. W. T. P. 311 Violet Lane

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE(D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					(IF VARIABLE RATE)
									5%
1.)	Removal and disposal of existing roof	\$33,650.00	\$33,650.00			\$33,650.00		\$0.00	\$1,682.50
2.)	Supply and install 115 mil fleece back roof system	\$272,150.00	\$228,995.00	\$21,580.00		\$250,575.00		\$21,575.00	\$12,528.75
3.)	Remove existing roof cap and replace	\$18,360.00	\$2,990.00	\$0.00		\$2,990.00		\$15,370.00	\$149.50
4.)	Furnish 145 mil fleece back per Alternate #1	\$37,950.00		\$37,950.00		\$37,950.00		\$0.00	\$1,897.50
5.)	Performance bond	\$10,735.00	\$10,735.00	\$0.00		\$10,735.00		\$0.00	\$536.75



To: Mayor and Town Board of Trustees

From: Bryon McGinnis, Public Works Director

Date: August 27, 2019

Agenda Item: Violet Lane Water Line: Pay Application No. 2 (*Roll Call Vote Required*)

REQUEST: Staff is requesting the Board review the Violet Lane Water Line: Pay Application No. 2 in the amount of \$59,133.70 to Hobbs Excavating and Trucking, LLC.

BACKGROUND: The Town's Violet Lane Water Line project consists of approximately 1,600 linear feet of 24-inch diameter water line. The water line will connect the existing water distribution system to the new Lower Basin Water Treatment Plant. This project will start adjacent to Highway 6 at the northeast corner of Sylvan Lake Road roundabout. The project includes boring underneath the Union Pacific Railroad and crossing Brush Creek.

The Town entered into an agreement with Hobbs Excavating and Trucking, LLC on June 24, 2019 in the amount of \$846,604.86.

ANALYSIS: Hobbs Excavating and Trucking, LLC has completed 250 linear feet of 24-inch diameter water line including the Brush Creek Crossing which has the most critical timeframe limitations of the project. The project is on-time and on-budget. There have been no change orders and no safety incidents. There is approximately one-month of construction remaining. The BOT must approve any expenditures that exceed \$50,000.

COMMUNITY INPUT: None

BUDGET / STAFF IMPACT: Water Enterprise Fund - Violet Lane Water Line: \$1,570,000.00

Hobbs Excavating and Trucking, LLC Contract: \$846,604.86

Hobbs Excavating and Trucking, LLC Completed to Date: \$324,818.30

Impact to staff's time is will be substantial during the next month of construction.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This proposal aligns with the following strategic objectives and/or business values:

Major Objective #7 Implement Priority Infrastructure Improvements – The investment in the Violet Lane Water Line is a priority and ensures that town can distribute water from the new Lower Basin Water Treatment Plant to the existing system for many years. These improvements are important for water service delivery.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve or deny Violet Lane Water Line – Pay Application No. 2 in the amount of \$59,133.70 to Hobbs Excavating and Trucking, LLC.

ATTACHMENTS:

1. Violet Lane Water Line - Pay Application No2 Memo
2. SGM Memo - Violet Lane Pay App 2
3. Pay App 2



To: Mayor and Board of Trustees

From: Bryon McGinnis, Public Works Director

Date: August 27, 2019

Agenda Item: Violet Lane Water Line: Pay Application No. 2

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COMMUNITY INPUT:

None

BUDGET / STAFF IMPACT:

Water Enterprise Fund - Violet Lane Water Line: \$1,570,000.00

Hobbs Excavating and Trucking, LLC Contract: \$846,604.86
Hobbs Excavating and Trucking, LLC Completed to Date: \$324,818.30

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RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Violet Lane Water Line – Pay Application No. 2 in the amount of \$59,133.70 to Hobbs Excavating and Trucking, LLC.

ATTACHMENTS:

- Hobbs Excavating and Trucking, LLC's Pay Application No. 2
- SGM Memo: Recommendation of Payment



MEMORANDUM

TO: Town of Eagle
FROM: Scott Forrester, PE
DATE: August 19, 2019
SUBJECT: Violet Lane Waterline Pay App 2

The purpose of this memo is to provide a recommendation on payment of the second pay application from Hobbs Excavating and Trucking for the Violet Lane Waterline. The second invoice is for installation of 24" pipe and appurtenances. The remaining work includes pipe installation, connection to the existing system, the bore beneath the UPRR, and restoration. The project is on schedule and within budget.

SGM and the Town have inspected the work and materials included in the second pay application. The work has been completed per the contract. SGM recommends paying Hobb's Pay Application 2 for an amount of \$59,133.70. The Town is retaining \$16,240.92 and there is a \$538,027.48 balance to finish remaining in the contract.

If you have any questions, please contact me.

Attachments: Pay Application 2

Contractor's Application for Payment No.

To (Owner): Town of Eagle	Application Period: 7/15/19 to 7/31/19	Application Date: 8/5/2019
Project: Violet Lane Water Line	From (Contractor): Hobbs Excavating and Trucking	Via (Engineer): SGM
Owner's Contract No.: 52-59-752	Contract:	Pay application # 2
	Contractor's Project No.:	Engineer's Project No.:

Application For Payment
Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ 846,604.86	
Number	Additions	Deductions	2. Net change by Change Orders..... \$	
			3. Current Contract Price (Line 1 ± 2)..... \$ 846,604.86	
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 324,818.30	
			5. RETAINAGE:	
			a. X Work Completed..... \$	
			b. X Stored Material..... \$	
			c. Total Retainage (Line 5a + Line 5b)..... \$	516,240.92
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 308,577.39	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 249,443.69	
			8. AMOUNT DUE THIS APPLICATION..... \$ 59,133.70	
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 538,027.48	
TOTALS				
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *Stewart Hobbs* Date: 8-23-19

Payment of: \$ 59,133.70
(Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 08/23/2019
(Engineer) (Date)

Payment of: \$ 59,133.70
(Line 8 or other - attach explanation of the other amount)

is approved by: *Deron Dirksen* 8/23/19
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

SUBCONTRACTORS APPLICATION FOR PAYMENT

DATE 8/5/2019 PERIOD ENDING 7/31/2019

Hobbs Excavating and Trucking LLC
1760 Gypsum Creek Road
Gypsum, CO 81637
TELEPHONE 970-524-7447 FAX 970-524-7501

PROJECT DESCRIPTION Violet Lane Water Line
APPLICATION NUMBER 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	
			PREVIOUS APPLICATIONS	THIS APPLICATION			%
	ORIGINAL CONTRACT	\$ 846,604.86	\$ -	\$ -	\$ -	\$ -	0.0%
Mobilization and Traffic Control							
1	Mobilization	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100.0%
2	Traffic control	\$ 5,500.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	36.4%
		\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Violet Lane water line							
3	24" Class 52 DIP with field lock gaskets	\$ 344,116.89	\$ 151,702.45	\$ 31,246.00	\$ -	\$ 182,948.45	53.2%
4	24" class 54 creek crossing	\$ 14,210.00	\$ 8,076.38	\$ -	\$ -	\$ 8,076.38	56.8%
5	24" TR Flex pipe through bore	\$ 22,039.29	\$ 21,037.59	\$ -	\$ -	\$ 21,037.59	95.5%
6	24" DIP fittings	\$ 38,480.00	\$ 26,755.88	\$ 2,000.00	\$ -	\$ 28,755.88	74.7%
7	24" butterfly valves	\$ 52,500.00	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	14.3%
8	Waterline test pit	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	0.0%
9	36" bore	\$ 143,034.00	\$ -	\$ -	\$ -	\$ -	0.0%
10	Asphalt Demo	\$ 3,296.00	\$ -	\$ -	\$ -	\$ -	0.0%
11	4" Asphalt paving	\$ 15,451.20	\$ -	\$ -	\$ -	\$ -	0.0%
12	Drainage ditch	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	0.0%
13	6' Chain link fence	\$ 6,746.88	\$ -	\$ -	\$ -	\$ -	0.0%
14	4' Chain link fence	\$ 7,830.60	\$ -	\$ -	\$ -	\$ -	0.0%
15	Fire Hydrants	\$ 15,000.00	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	50.0%
16	Brush Creek bypass	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	0.0%
17	Connect to existing system	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	0.0%
18	Irrigation vault excavation	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0.0%
19	erosion control revegetation	\$ 15,000.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	10.0%
20	retoration	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	0.0%
21	De-MOB / Re-MOB	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0.0%
22	UPRR insurance	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100.0%
23	LBWTP connection	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	\$ 10,500.00	100.0%
TOTALS		\$ 846,604.86	\$ 262,572.30	\$ 62,246.00	\$ -	\$ 324,818.30	38.4%

TOTAL		\$ 846,604.86				
TOTAL COMPLETED AND STORED TO DATE		\$ 324,818.30	PREVIOUS APPLICATIONS		THIS APPLICATION	
VALUE OF STORED MATERIALS		\$ -	\$ 262,572.30		\$ 62,246.00	
SUBTOTAL		\$ 324,818.30			\$ 62,246.00	
LESS 5% RETAINAGE		\$ 16,240.92			\$ 3,112.30	
TOTAL EARNED LESS RETAINAGE		\$ 308,577.39			\$ 59,133.70	
Balance To Finish		\$ 521,786.56				
Balance To Finish plus Retainage		\$ 538,027.48				



To: Town Board of Trustees

From: Mayor

Department:

Date: August 23, 2019

Re: Ordinance to allow the Town to designate dismount zones for sidewalks

REQUEST AND INTRODUCTION:

Riding bicycles, skateboards, mono-wheel boards, and scooters on sidewalks in Eagle that directly front our primary commercial areas poses a risk to both pedestrians and riders from collisions. Collisions may occur when someone is exiting a business onto the sidewalk, when pedestrians are being passed by someone on a wheeled device at higher speed, or when leashed pets move into the path of a passing or oncoming rider. Collisions between riders is also a risk especially where features or structures on the sidewalk cause its width to vary and riders weave back and forth to avoid benches or planters, etc. At its root, this is a safety issue.

BACKGROUND:

State statute allows municipalities to designate bicycle dismount zones: **§ 42-4-1412. Operation of bicycles and other human-powered vehicles.** A question for our attorney or clerk is whether those zones can also include other conveyances listed (and not listed) here, including both human powered and electric versions.

Obviously, the ordinance would provide exception for wheelchairs and other wheeled devices used by persons with impaired mobility, as well as strollers being pushed by a pedestrian.

ANALYSIS AND ALTERNATIVES (IF APPLICABLE):

The primary alternative is the status quo, with no formal restrictions.

COMMUNITY INPUT:

None to date except anecdotal reports of near-misses.

BUDGET / STAFF IMPACT:

Drafting an ordinance would require a small amount of staff time; it is very likely that an existing ordinance from another community could be adapted. Ordinances require that the area to which the ordinance would apply be signed. Once established, a public education effort would be a beneficial expenditure. Finally, when established, zones may require minor amounts of time from our Police Department to help reinforce the education and signing.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Directly addresses our business value of Protecting Public Health, Safety, and the Environment. Indirectly addresses our business value of Economic Development and Strategic Objective 5 by making our walkable

commercial areas more appealing and safer for pedestrians. Directly addresses Strategic Objective 6: Invest in Public Safety to Respond to Evolving Community Needs.

RECOMMENDED ACTION OR PROPOSED MOTION:

Direct staff to draft an ordinance which would allow the Town Board to designate certain sidewalks in the public right-of-way as dismount zones for all personal wheeled conveyances and provide for a means of marking such zones and penalties for failure to comply with the ordinance.

ATTACHMENTS:

Information from Fort Collins regarding their dismount zone regulations and policies (includes a broader set of regulations regarding primarily bicycle use).

Glenwood Springs Bicycle Trail Map, showing their downtown dismount zone.

Fort Collins has a lot of biking information on their webpage: <https://www.fcgov.com/bicycling/rules.php>

Fort Collins Traffic Code

2106. - Sidewalks and trails.

- (1) A person riding a bicycle or electrical assisted bicycle upon and along a recreational trail shall yield the right-of-way to any pedestrian using the recreational trail and shall give an audible signal or verbal warning before overtaking and passing any such pedestrian.
- (2)
 - (a) A person riding a bicycle, electrical assisted bicycle or shared mobility device, as that term is defined in City Code Section 24-178, upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian. A person riding a bicycle in a crosswalk shall do so in a manner that is safe for pedestrians.
 - (b) A person shall not ride a bicycle, electrical assisted bicycle or shared mobility device upon and along a sidewalk or across a roadway upon and along a crosswalk where such use of bicycles or electrical assisted bicycles is prohibited by official traffic control devices, signs designating a dismount zone, or local ordinances. A person riding a bicycle or electrical assisted bicycle shall dismount before entering any crosswalk where required by official traffic control devices or ordinance. A person riding a shared mobility device or toy vehicle shall dismount before entering any crosswalk.
 - (c) A person riding or walking a bicycle or electrical assisted bicycle upon and along a sidewalk or across a roadway upon and along a crosswalk shall have all the rights and duties applicable to a pedestrian under the same circumstances, including but not limited to the rights and duties granted and required by Section 802.
 - (d) Low-power scooters are restricted at all times from riding upon and along a sidewalk, or across a highway or street upon or along a crosswalk, except when the low-power scooter operator has dismounted the low-power scooter and is walking the low-power scooter under human power.
- (3) The rider of an electrical assisted bicycle shall not use the electrical motor on a bike or pedestrian path or on a recreational trail unless otherwise authorized by the City Code.

(Ord. [120, 2015](#) §8; Ord. No. [029, 2019](#), §3; Ord. No. [041, 2019](#), §2)

PART 21 - OPERATION OF BICYCLES, ELECTRIC ASSISTED BICYCLES AND OTHER HUMAN-POWERED VEHICLES

2101. - General provisions.

- (1) Every person riding a bicycle or electrical assisted bicycle upon a roadway where bicycle and electrical assisted bicycle travel is permitted shall be granted all of the rights and shall be subject to all of the duties and penalties applicable to the driver of a vehicle as set forth in this Traffic Code, except those provisions of this Traffic Code that, by their very nature, can have no application. Said riders shall also comply with special rules set forth in this Part and when using streets and highways within the City, shall be subject to local ordinances regulating the operation of bicycles and electrical assisted bicycles as provided in Section 42-4-111, C.R.S. Whenever the word vehicle is used in any of the driving rules set forth in this Traffic Code that are applicable to bicycle or electrical assisted bicycle riders, such term shall include bicycles and electrical assisted bicycles.
 - (a) These regulations not in conflict with the Rules and Regulations promulgated by Colorado State University pursuant to Sections 23-5-106 and 107, C.R.S. shall apply on the campus of the University.
 - (b) The parent of any child or guardian of any ward shall not authorize or knowingly permit any child or ward to violate any provision of this Part.
- (2) All persons are prohibited from riding electrical assisted bicycles while the motor is engaged on a bike or pedestrian path or on a recreational trail unless otherwise authorized by the City Code.
- (3) Persons prohibited from operating or riding a class 3 electrical assisted bicycle upon roadways:
 - (a) A person under sixteen (16) years of age shall not ride a class 3 electrical assisted bicycle upon any street or highway; except that such person may ride as a passenger on a class 3 electrical assisted bicycle that is designed to accommodate passengers.
 - (b) A person shall not operate or ride as a passenger on a class 3 electrical assisted bicycle unless:
 - (I) each person under eighteen (18) years of age is wearing a protective helmet of a type and design manufactured for use by operators of bicycles;
 - (II) the protective helmet conforms to the design and specifications set forth by the United States Consumer Product Safety Commission or the American Society for Testing and Materials; and
 - (III) the protective helmet is secured properly on the person's head with a chin strap while the class 3 electrical assisted bicycle is in motion.

(Ord. [120, 2015](#) §8; Ord. No. [174, 2017](#), §2)

2102. - Reckless and careless riding.

- (1) A person who drives any bicycle or electrical assisted bicycle in such a manner as to indicate either a wanton or a willful disregard for the safety of persons or property is guilty of reckless riding. A person convicted of reckless riding of a bicycle or electrical assisted bicycle shall not be subject to the provisions of Section 42-2-127, C.R.S.
- (2) A person who drives a bicycle or electrical assisted bicycle in a careless and imprudent manner, without due regard for the width, grade, curves, corners, traffic and use of the streets and highways and all other attendant circumstances, is guilty of careless riding. A person convicted of careless riding of a bicycle or electrical assisted bicycle shall not be subject to the provisions of Section 42-2-127, C.R.S.

(Ord. [120, 2015](#) §8)

2103. - Left place of safety.

No person shall suddenly leave a curb or other place of safety and ride a bicycle or electrical assisted bicycle into the path of a moving vehicle that is so close as to constitute an immediate hazard.

(Ord. [120, 2015](#) §8)

2104. - Lane usage.

- (1) (a) Persons riding bicycles upon a roadway shall not ride more than two (2) abreast except on paths or parts of roadway set aside for the exclusive use of bicycles.
- (b) Persons riding bicycles two (2) abreast shall not impede the normal and reasonable movement of traffic and, on a laned roadway, shall ride within a single lane.
- (2) (a) Any person operating a bicycle upon a roadway at less than the normal speed of traffic shall ride in the right-hand lane, subject to the following conditions:
 - (I) If the right-hand lane then available for traffic is wide enough to be safely shared with overtaking vehicles, a bicyclist shall ride far enough to the right as is reasonably prudent to facilitate the movement of such overtaking vehicle unless other conditions make it unsafe to do so.
 - (II) A bicyclist may use a lane other than the right-hand lane when:
 - (A) Preparing for a left turn at an intersection or into a private roadway or driveway;
 - (B) Overtaking a slower vehicle; or
 - (C) Taking reasonably necessary precautions to avoid hazards or road conditions.
 - (III) Upon approaching an intersection where right turns are permitted and there is a dedicated right-turn lane, a bicyclist may ride on the left-hand portion of the dedicated right-turn lane even if the bicyclist does not intend to turn right.
- (b) A bicyclist shall not be expected or required to:
 - (I) Ride over or through hazards at the edge of a roadway, including but not limited to fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards or narrow lanes; or
 - (II) Ride without a reasonable safety margin on the right-hand side of the roadway.
- (c) A person operating a bicycle upon a one-way roadway with two (2) or more marked traffic lanes may ride as near to the left-hand curb or edge of such roadway as is reasonably prudent, subject to the following conditions:
 - (I) If the left-hand lane then available for traffic is wide enough to be safely shared with overtaking vehicles, a bicyclist shall ride as far to the left as is reasonably prudent to facilitate the movement of such overtaking vehicles unless other conditions make it unsafe to do so.
 - (II) A bicyclist shall not be expected or required to:
 - (A) Ride over or through hazards at the edge of a roadway, including but not limited to fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards or narrow lanes; or
 - (B) Ride without a reasonable safety margin on the left-hand side of the roadway.

(Ord. [120, 2015](#) §8)

2105. - Turns.

- (1) (a) Except as otherwise provided in this Subsection (1), every person riding a bicycle or electrical assisted bicycle shall signal his or her intention to turn or stop in accordance with the provisions of Section 903; except that a person riding a bicycle or electrical assisted bicycle may signal a right turn with the right arm extended horizontally.
- (b) A signal of intention to turn right or left when required shall be given continuously during not less than the last one hundred (100) feet traveled by the bicycle or electrical assisted bicycle before turning and shall be given while the bicycle or electrical assisted bicycle is stopped waiting to turn. A signal by hand and arm need not be given continuously if the hand is needed in the control or operation of the bicycle or electrical assisted bicycle.
- (2) (a) A person riding a bicycle or electrical assisted bicycle intending to turn left shall follow a course described in Sections 901(1), 903 and 1007 or may make a left turn in the manner prescribed in Paragraph (b) of this Subsection (2).
- (b) A person riding a bicycle or electrical assisted bicycle intending to turn left shall approach the turn as closely as practicable to the right-hand curb or edge of the roadway. After proceeding across the intersecting roadway to the far corner of the curb or intersection of the roadway edges, the bicyclist shall stop, as much as practicable, out of the way of traffic. After stopping, the bicyclist shall yield to any traffic proceeding in either direction along the roadway that the bicyclist had been using. After yielding and complying with any official traffic control device or police officer regulating traffic on the highway along which the bicyclist intends to proceed, the bicyclist may proceed in the new direction.
- (c) Notwithstanding the provisions of Paragraphs (a) and (b) of this Subsection (2), the City Traffic Engineer may cause official traffic control devices to be placed on roadways and thereby require and direct that a specific course be traveled and operators of bicycles or electrical assisted bicycles shall obey the directions of every such device.

(Ord. [120, 2015](#) §8)

2106. - Sidewalks and trails.

- (1) A person riding a bicycle or electrical assisted bicycle upon and along a recreational trail shall yield the right-of-way to any pedestrian using the recreational trail and shall give an audible signal or verbal warning before overtaking and passing any such pedestrian.
- (2) (a) A person riding a bicycle, electrical assisted bicycle or shared mobility device, as that term is defined in City Code Section 24-178, upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian. A person riding a bicycle in a crosswalk shall do so in a manner that is safe for pedestrians.
- (b) A person shall not ride a bicycle, electrical assisted bicycle or shared mobility device upon and along a sidewalk or across a roadway upon and along a crosswalk where such use of bicycles or electrical assisted bicycles is prohibited by official traffic control devices, signs designating a dismount zone, or local ordinances. A person riding a bicycle or electrical assisted bicycle shall dismount before entering any crosswalk where required by official traffic control devices or ordinance. A person riding a shared mobility device or toy vehicle shall dismount before entering any crosswalk.
- (c) A person riding or walking a bicycle or electrical assisted bicycle upon and along a sidewalk or across a roadway upon and along a crosswalk shall have all the rights and duties applicable to

a pedestrian under the same circumstances, including but not limited to the rights and duties granted and required by Section 802.

- (d) Low-power scooters are restricted at all times from riding upon and along a sidewalk, or across a highway or street upon or along a crosswalk, except when the low-power scooter operator has dismounted the low-power scooter and is walking the low-power scooter under human power.
- (3) The rider of an electrical assisted bicycle shall not use the electrical motor on a bike or pedestrian path or on a recreational trail unless otherwise authorized by the City Code.

(Ord. [120, 2015](#) §8; Ord. No. [029, 2019](#), §3; Ord. No. [041, 2019](#), §2)

2107. - Lights, reflectors and equipment.

- (1) Every bicycle or electrical assisted bicycle in use at the times described in Section 204 shall be equipped with a lamp on the front emitting a white light visible from a distance of at least five hundred (500) feet to the front.
- (2) Every bicycle or electrical assisted bicycle shall be equipped with a red reflector of a type approved by the State Department of Revenue, which shall be visible for six hundred (600) feet to the rear when directly in front of lawful lower beams of headlamps on a motor vehicle.
- (3) Every bicycle or electrical assisted bicycle when in use at the times described in Section 204 shall be equipped with reflective material of sufficient size and reflectivity to be visible from both sides for six hundred (600) feet when directly in front of lawful lower beams of head lamps on a motor vehicle or, in lieu of such reflective material, with a lighted lamp visible from both sides from a distance of at least five hundred (500) feet.
- (4) Every bicycle or electrical assisted bicycle shall be equipped with a brake or brakes that will enable its rider to stop the bicycle or electrical assisted bicycle within twenty-five (25) feet from a speed of ten (10) miles per hour on dry, level, clean pavement.
- (5) A bicycle or electrical assisted bicycle or its rider may be equipped with lights or reflectors in addition to those required by Subsections (1) through (3) of this Section.
- (6) No bicycle or electrical assisted bicycle shall be equipped with, nor shall any person use upon such a vehicle, a siren or whistle.
- (7) A person shall not knowingly modify an electrical assisted bicycle so as to change the speed capability or motor engagement of the electrical assisted bicycle without also appropriately replacing, or causing to be replaced, the manufacturer or distributor label, which is required after January 1, 2018, that contains the classification number, top assisted speed, and motor wattage of the electrical assisted bicycle.
- (8) An electrical assisted bicycle must comply with the equipment and manufacturing requirements for bicycles adopted by the United States Consumer Safety Commission and Codified at 16 CFR 1512 or its successor regulation.
- (9) A class 2 electrical assisted bicycle must operate in a manner so that the electric motor is disengaged or ceases to function when the brakes are applied. Class 1 and Class 3 electrical assisted bicycles must be equipped with a mechanism or circuit that cannot be bypassed and that causes the electric motor to disengage or cease to function when the rider stops pedaling.
- (10) A class 3 electrical assisted bicycle must be equipped with a speedometer that displays, in miles per hour, the speed the electrical assisted bicycle is traveling.

(Ord. [120, 2015](#) §8; Ord. No. [174, 2017](#), §4)

2108. - Parking.

- (1) (a) A person may park a bicycle or electrical assisted bicycle on a sidewalk unless prohibited or restricted by an official traffic control device or local ordinance.
- (b) A bicycle or electrical assisted bicycle parked on a sidewalk shall not impede the normal and reasonable movement of pedestrian or other traffic.
- (c) A bicycle or electrical assisted bicycle may be parked on the road at any angle to the curb or edge of the road at any location where parking is allowed.
- (d) A bicycle or electrical assisted bicycle may be parked on the road abreast of another such bicycle or electrical assisted bicycle near the side of the road or any location where parking is allowed in such a manner as does not impede the normal and reasonable movement of traffic.
- (e) In all other respects, bicycles or electrical assisted bicycles parked anywhere on a highway shall conform to the provisions of Part 12 of this Traffic Code regulating the parking of vehicles.

(Ord. [120, 2015](#) §8)

2109. - Riding behavior.

- (1) A person riding a bicycle or electrical assisted bicycle shall not ride other than upon or astride a permanent and regular seat attached thereto.
- (2) No bicycle or electrical assisted bicycle shall be used to carry more persons at one (1) time than the number for which it is designed and equipped.
- (3) No person riding upon any bicycle or electrical assisted bicycle shall attach the same or himself or herself to any motor vehicle upon a roadway.
- (4) A bicycle or electrical assisted bicycle shall not be equipped with, nor shall any person use upon a bicycle or electrical assisted bicycle, any siren or whistle.
- (5) A person operating a bicycle or electrical assisted bicycle shall keep at least one (1) hand on the handlebars at all times.

(Ord. [120, 2015](#) §8)

2110. - Regulatory.

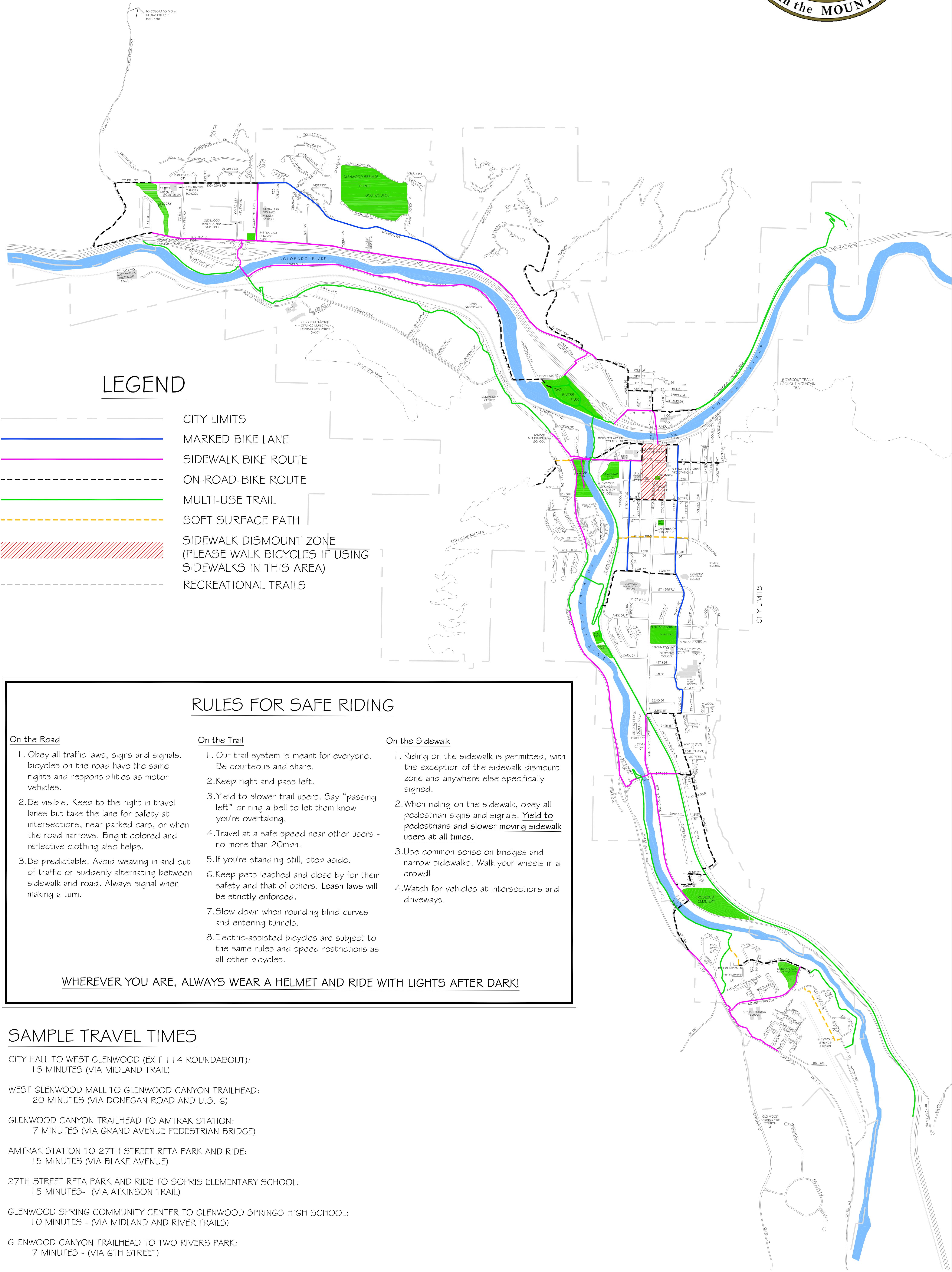
- (1) A person engaged in the business of selling bicycles or electrical assisted bicycles at retail shall not sell any bicycle or electrical assisted bicycle unless the bicycle or electrical assisted bicycle has an identifying number permanently stamped or cast on its frame.
- (2) For the sake of uniformity of bicycle or electrical assisted bicycle safety rules throughout the State, the Colorado Department of Revenue, in cooperation with the Colorado Department of Transportation, shall prepare and make available to all local jurisdictions for distribution to bicycle and electrical assisted bicycle riders therein a digest of state regulations explaining and illustrating the rules of the road, equipment requirements and traffic control devices that are applicable to such riders and their bicycles or electrical assisted bicycles. The City Traffic Engineer may supplement this digest with a leaflet describing any additional regulations of a local nature that apply within their respective jurisdictions.
- (3) Where suitable bike paths, horseback trails or other trails have been established on the right-of-way or parallel to and within one-fourth ($\frac{1}{4}$) mile of the right-of-way of heavily traveled streets and highways, the Colorado Department of Transportation may, subject to the provisions of Section 43-2-135, C.R.S., by resolution or order, and the City Traffic Engineer may, where suitable bike paths, horseback trails or other trails have been established on the right-of-way or parallel to it within four hundred fifty (450) feet of the right-of-way of heavily traveled streets, by ordinance, determine and designate, upon the basis of an engineering and traffic investigation, those heavily traveled streets

and highways upon which shall be prohibited any bicycle, animal rider, animal-drawn conveyance or other class or kind of nonmotorized traffic which is found to be incompatible with the normal and safe movement of traffic, and, upon such a determination, the Colorado Department of Transportation or the City shall erect appropriate official signs giving notice thereof; except that with respect to controlled access highways, the provisions of Section 42-4-1010(3), C.R.S., shall apply. When such official signs are so erected, no person shall violate any of the instructions contained thereon.

(Ord. [120, 2015](#) §8)



GLENWOOD SPRINGS AREA BIKE ROUTES



LEGEND

- CITY LIMITS
- MARKED BIKE LANE
- SIDEWALK BIKE ROUTE
- ON-ROAD-BIKE ROUTE
- MULTI-USE TRAIL
- SOFT SURFACE PATH
- SIDEWALK DISMOUNT ZONE
(PLEASE WALK BICYCLES IF USING
SIDEWALKS IN THIS AREA)
- RECREATIONAL TRAILS

RULES FOR SAFE RIDING

On the Road

- Obey all traffic laws, signs and signals. bicycles on the road have the same rights and responsibilities as motor vehicles.
- Be visible. Keep to the right in travel lanes but take the lane for safety at intersections, near parked cars, or when the road narrows. Bright colored and reflective clothing also helps.
- Be predictable. Avoid weaving in and out of traffic or suddenly alternating between sidewalk and road. Always signal when making a turn.

On the Trail

- Our trail system is meant for everyone. Be courteous and share.
- Keep right and pass left.
- Yield to slower trail users. Say "passing left" or ring a bell to let them know you're overtaking.
- Travel at a safe speed near other users - no more than 20mph.
- If you're standing still, step aside.
- Keep pets leashed and close by for their safety and that of others. **Leash laws will be strictly enforced.**
- Slow down when rounding blind curves and entering tunnels.
- Electric-assisted bicycles are subject to the same rules and speed restrictions as all other bicycles.

On the Sidewalk

- Riding on the sidewalk is permitted, with the exception of the sidewalk dismount zone and anywhere else specifically signed.
- When riding on the sidewalk, obey all pedestrian signs and signals. **Yield to pedestrians and slower moving sidewalk users at all times.**
- Use common sense on bridges and narrow sidewalks. Walk your wheels in a crowd!
- Watch for vehicles at intersections and driveways.

WHEREVER YOU ARE, ALWAYS WEAR A HELMET AND RIDE WITH LIGHTS AFTER DARK!

SAMPLE TRAVEL TIMES

- CITY HALL TO WEST GLENWOOD (EXIT 114 ROUNDABOUT):
15 MINUTES (VIA MIDLAND TRAIL)
- WEST GLENWOOD MALL TO GLENWOOD CANYON TRAILHEAD:
20 MINUTES (VIA DONEGAN ROAD AND U.S. 6)
- GLENWOOD CANYON TRAILHEAD TO AMTRAK STATION:
7 MINUTES (VIA GRAND AVENUE PEDESTRIAN BRIDGE)
- AMTRAK STATION TO 27TH STREET RFTA PARK AND RIDE:
15 MINUTES (VIA BLAKE AVENUE)
- 27TH STREET RFTA PARK AND RIDE TO SOPRIS ELEMENTARY SCHOOL:
15 MINUTES- (VIA ATKINSON TRAIL)
- GLENWOOD SPRING COMMUNITY CENTER TO GLENWOOD SPRINGS HIGH SCHOOL:
10 MINUTES - (VIA MIDLAND AND RIVER TRAILS)
- GLENWOOD CANYON TRAILHEAD TO TWO RIVERS PARK:
7 MINUTES - (VIA 6TH STREET)



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: August 27, 2019

Agenda Item: Meeting Agenda Revision Proposal

REQUEST:

Staff requests that the Board of Trustees review a sample of a revised agenda for regular and special meetings for the Town of Eagle.

INTRODUCTION:

The flow of meetings has a lot to do with how the agenda is structured. The town has made improvements over the years to meeting agendas. Based on recent observations, staff has proposed a few revisions to the agenda to streamline our meetings. The sample meeting agenda attached to this report improves flow, process, transparency, and is user friendly for the public. Below is a summary of the changes to the agenda and rationale.

ANALYSIS:

Changed Items:

- Call to Order and Roll Call are broken out instead of being combined which will improve the flow. Redundant language such as listing the time and title of the agenda were moved into the header and are not listed as agenda items.
- The Consent Agenda description is general, concise and states the purpose more directly. This allows for flexibility in what is presented instead of listing every scenario in the previous format.
- Staff Reports will replace Town Manager and Department Updates. This is less redundant and allows flexibly for various types of staff reports as subtitles. For example, consultants provide staff updates but are not part of management or a specific department. It's less confusing.
- Old Business and New Business have been consolidated into Business Items. There is good rationale for this:
 - Depending if a business item is old or new, guests/consultants must wait long periods of time to get to their business section. For example, Base Camp was listed as New

- Business and had to wait until 9:30 PM to get a letter of support on a land use application for the county. They paid for their consultants to sit there the whole night.
 - The current agenda does not allow much flexibility for placing business items strategically to avoid long waits for visitors who need action from the BOT.
 - Business items that need to be addressed first require staff to rearrange agenda items which can disrupt the flow of the meeting.
 - When town does not have old or new business items, that section is left blank taking up space on the agenda. The consolidation prevents spending time explaining blank sections on the agenda.
 - The Business Items include a concise description and clear purpose statement.
- To provide transparency for the public when business items are old, staff will provide a short summary of the request below the title. It will specify when the item was on the agenda or previous actions. Staff will continue to list approximate timeframes and will provide specific timeslots for public hearings.

Unchanged Items:

The order of items on the agenda did not change. The descriptions for the Adoption of Agenda and Public Comment are the same. Proclamations will be placed under presentations and Executive Sessions will be add where needed. Board Discussion and Future Agenda Items did not change.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

None required.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

While this proposal doesn't align with a specific strategic objective, it is consistent with the following business values:

Transparency & Efficiency – The changes will improve the flow and make meetings more efficient for the public and board. The descriptions under business items will provide enough detail for everyone to understand the request, how old it is, and the required action. Many communities have similar formats.

RECOMMENDED ACTION OR PROPOSED MOTION:

Give feedback on the attached sample agenda and let staff know if the board has a desire to revise the agenda.

ATTACHMENTS:

- Revised BOT Meeting Agenda Example



**AGENDA
FOR THE BOARD OF TRUSTEES
OF THE TOWN OF EAGLE, CO**

Tuesday, July 10, 2018

Regular Meeting at 6:00 PM

Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Meetings are also aired online at <https://vimeo.com/channels/Townofeagle/>.
Times listed are approximate and are subject to change.*

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **ADOPTION OF AGENDA** *(Opportunity for amendment or deletions to this evenings agenda.)*
- IV. **PUBLIC COMMENT** - *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic, unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*
- V. **PRESENTATIONS** *(45 Minutes)*
 - A. Eagle County Animal Control Unified Animal Code Revision
- VI. **CONSENT AGENDA** *(5 Minutes)*

Approval of matters that are routine in nature that require review/approval.

 - A. Minutes
 - B. Resolution No. 35, Series 2019, "A Resolution of the Board of Trustees of the Town of Eagle, Colorado Amending the Fee Schedule Concerning Public Safety Impact Fees".
- VII. **STAFF REPORTS** *(15 Minutes)*
 - A. Town Manager
 - B. Department
 - C. NV5

VIII. BUSINESS ITEMS (40 minutes)

Items and/or public hearings that are old or new, that require review or action by the Board.

A. PUBLIC HEARING - QUASI JUDICIAL

File#: LLA18-02

Project: 316 Wall Street Lot Line Adjustment

Applicant: Les Samelson

Staff Contact: April Kroner

Action: Lot line adjustments to shift shared lot-line of Lots 19 and 13 north three feet.

B. Resolution No. 34, Series 2019, "A Resolution of the Board of Trustees of the Town of Eagle, Colorado Setting Forth the Candidates for the Election to the Town's Home Rule Charter Commission to be Chosen at the Town's Special Municipal Election on November 5, 2019."

The Board set the Special Election on July 9, 2019. Staff is requesting the Board review qualified candidates for the Charter Commission regarding Home Rule for the Special Election November 5, 2019.

IX. BOARD DISCUSSION AND FUTURE AGENDA ITEMS (15 minutes)

A. Bicycle Dismount Proposal

X. ADJOURN (9:00 P.M.)

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



To: Town Board of Trustees

From: Mayor

Date: August 23, 2019

Re: NWCCOG meeting, August 22, 2019, Frisco, Colorado

INTRODUCTION:

This memo summarizes some primary points of discussion at the NWCCOG bi-monthly meeting of the Council Board. The meeting packet and presentations can be found on-line on NWCCOG's website, <http://nwccog.org/about/meetings/>.

Presentation by Kay Henze, the Director, Business Innovation and Partnerships, Colorado Broadband Office (CBO), Governor's Office of Information and Technology (OIT). Ms Henze is new to the position, but comes from an extensive background in the private sector, most recently with Verizon. She has been working very closely with Nate Walowitz getting up to speed on broadband issues and what NWCCOG is doing with Project Thor. The CBO works closely with DOLA, and provides resources, including funding and support, especially for rural broadband and connectivity projects.

Senator Bennet's office had two staff members at the meeting who spoke about the Ski Area Fee Retention Bill and other legislative action important to our region. Regarding fee retention, the message seems to be that passage of that bill is unlikely. NWCCOG and several jurisdictions in its region have expressed a desire to expand how those funds could be used. As currently written, the funds would be dedicated to Forest Service needs and staffing directly related to needs arising from permit administration and analysis for ski area operation and development. The NWCCOG and others asked to have that expanded to allow the local forest to use its discretion on where the funds would be used, with a particular focus by some on wildland fire mitigation. This position is softening somewhat with the upcoming implementation of the "Fire Fix" legislation, which is to go into effect for FY2020 and provides for an alternative source of funding for wildland fire fighting, which has been sapping increasingly significant amounts of the Forest Service's budget, at the expense of most of its other programs.

BUDGET / STAFF IMPACT:

None

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The Town's membership in NWCCOG is supportive of all the town's business values and many of its Strategic Objectives by bringing the expertise, experience, support, and regional-scale heft to issues important to the Town of Eagle.

RECOMMENDED ACTION OR PROPOSED MOTION:

None

ATTACHMENTS:

Presentations and the packet from the meeting are available on NWCCOG's website (link presented above).



To: Mayor and Town Board of Trustees

From:

Date: August 27, 2019

Agenda Item: Eagle Vision 20/20 October 2, 2019

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS: None



2019 COMMUNITY IMPACT AWARD NOMINATION

The Community Impact Award honors a Town of Eagle individual, business or organization that is making a tangible, measurable impact on the community. The Community Impact Award recipient has worked to make Eagle a better place to live, work and play, and represents the town's creativity, resourcefulness and potential. Please submit nominations, supporting information and any questions to Jenny Rakow, Town Clerk, at: Email: jenny.rakow@townofeagle.org • Phone: 970-328-9623
Or mail to: Town of Eagle, Attn: Jenny Rakow, 200 Broadway, P.O Box 609, Eagle, CO 81631

YOUR NAME: _____

YOUR E-MAIL ADDRESS: _____

YOUR PHONE NUMBER: _____

Do you wish to remain anonymous? ____ Yes ____ No

BUSINESS / ORGANIZATION / PROGRAM / PERSON NOMINATED: _____

CONTACT INFORMATION: _____

Please submit this application with a description of the nominee, as well as any supporting documentation and/or images.

- Describe the company, organization, business or person nominated.
- Describe the nominee's efforts to make a measurable impact on the community.
- Explain how the nominee's efforts have made a positive impact. Identify examples that demonstrate success and direct community impact (e.g. milestones achieved, objectives met, recognition earned and/or testimonials or references from community representatives or from someone who has benefited from the program, as well as other pertinent information).
- Please clearly mark any confidential documentation as such at the top of each page, and this information will be kept strictly confidential.
- Supporting documentation (photography, articles, etc.) will not be returned.

GUIDELINES & SUGGESTIONS:

Please limit your nomination to 1 page or less.

Supporting Documentation: The Town of Eagle Board of Trustees will use this documentation to verify the impact of the program and learn more about it. You may choose to include statistics, press releases, articles, photography, or anything else that will illustrate the positive impact of the nominee.

TIMELINE:

- Nominations due September 13, 2019
- Community Impact Award presentation October 2, 2019