



**Town Board of Trustees
and Local Licensing Authority
Tuesday, September 10, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

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

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

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

PUBLIC COMMENT-6:05 PM

Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person.

PRESENTATIONS-6:35 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes.*

1. ECO Transit & Trails, Jared Barnes - ECO Transit First/Last Mile Strategy Study

CONSENT AGENDA-6:45 PM *Consent agenda items are routine Town business, items which have received clear direction previously from the Board or which do not require board deliberation. (5 Minutes)*

1. Minutes - August 27, 2019
2. Bill Pay - August 2019

TOWN MANAGER AND DEPARTMENT UPDATE- 6:50 PM *The Town Manager and Department Staff prepare and provide internal updates to the Board.*

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

PUBLIC HEARINGS - QUASI JUDICIAL HEARING-7:00 PM

1. New Beer and Wine Liquor License for Katch of the Day LLC, Kathleen Conner Owner

2. 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. Approval of Annexation and Associated Annexation Agreement; and
2. Approval of Planned Unit Development (PUD) with a Maximum of 500 Dwelling Units of Various Types and/or 30,000 SF of Commercial Space on 29.65 Acres, with associated Vested 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-8:00 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. Revision of Equivalent Residential Unit ("EQR") Table
 - a. Ordinance 22-2019 An Ordinance of the Board of Trustees of the Town of Eagle, Colorado amending Section 12.16.060 of the Eagle Municipal Code concerning Water and Sewer Plant Investment Fees for single-family homes.

NEW BUSINESS-8:05 PM *Items listed under New Business have not been previously discussed or acted upon.*

1. Violet Lane Water Line: Pay Application No.4 (Roll Call Vote Required)
2. Amendment of Section 4.4.110 of the Eagle Municipal Code Regarding Local Employee Residence Requirements (LERP)
 - a. Ordinance 21-2019 - An Ordinance of the Board of Trustees of the Town of Eagle, Colorado Amending Section 4.04.110 of the Eagle Municipal Code To Allow the Payment of Cash in Lieu of Compliance with the Local Employee Residence Requirements for New Development and to Allow for the Provision of Local Employee Residences Off-site

BOARD DISCUSSION AND FUTURE AGENDA ITEMS-8:15

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. Climate Action Collaborative letter to the BOCC
6. Mayors Managers and Partners Meeting Update

ADJOURN-8:45 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 First/Last Mile Strategy Study



EAGLE COUNTY
ECO Transit



FEHR  PEERS

“I think these options are great and would like to see more public/private partnerships to connect outlying communities or uphill communities with service routes.”

-Eagle County Resident

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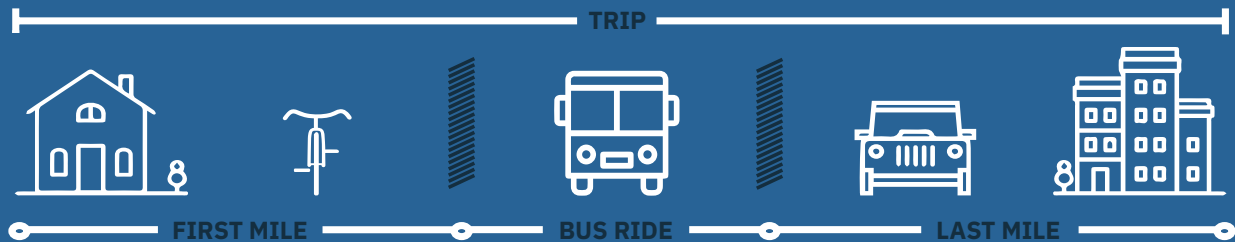
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Executive Summary

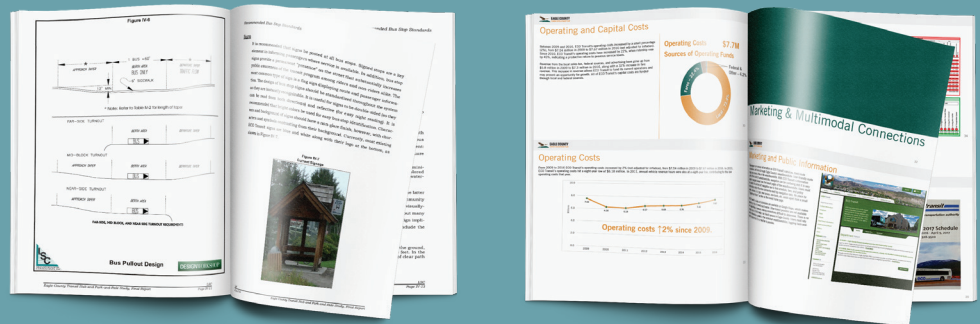
This report addresses recommendations to address the first/last mile gap between ECO Transit stops and users' origins and destinations.



The following document provides an evaluation of first/last mile gaps, a set of recommended improvements that would help all users access transit more easily, and a prioritization of the proposed solutions.

THE ASSESSMENT OF FIRST/LAST MILE GAPS AND OPPORTUNITIES ARE INFORMED BY:

- **EXISTING CONDITIONS:** Synthesis of ECO Transit and local transit agencies' schedules, on-motorized infrastructure, and previous planning efforts
- **CASE STUDIES:** Exploration of best practices and lessons learned from first/last mile solutions around the country



- **COMMUNITY ENGAGEMENT:** Feedback on existing barriers to accessing transit, draft recommendations, and priorities

EXISTING CONDITIONS
ANALYSIS, CASE STUDIES
AND LITERATURE REVIEW

DRAFT
RECOMMENDATIONS

MARCH 2019:
STAKEHOLDER, COUNTY
COMMISSIONER, AND PUBLIC INPUT

NOVEMBER 2018:
STAKEHOLDER AND
PUBLIC INPUT

DRAFT
REPORT

FINAL
REPORT



THE CATEGORIES OF PROPOSED RECOMMENDATIONS AS A PART OF THIS STUDY ARE AS FOLLOWS:



BICYCLE AND PEDESTRIAN INFRASTRUCTURE

Upgrading multimodal access through infrastructure improvements will allow more users to connect with ECO Transit services through non-motorized modes. Recommendations include sidewalks, crossings, on-street bike facilities, multi-use paths, lighting, wayfinding signage, and bike racks. The following ten stop pairs were identified as the highest priority for first/last mile bicycle and pedestrian infrastructure improvements.

1. Highway 6 at Eaglebend (East and West)
2. Highway 6 at Stonebridge Drive (East)
3. Highway 6 at Sylvan Lake Road
4. Chambers Park-and-Ride
5. Beaver Creek Lot (East and West)
6. Highway 6 at Rivers Edge (East and West)
7. Highway 24 at Harrison Avenue (East)
8. Highway 24 at North Main Street (West)
9. Highway 6 at Riverwalk (West)
10. Eagle Valley High School



TRANSPORTATION DEMAND MANAGEMENT

Transportation demand management (TDM) strategies are cost-effective policies and programs that aim to make more efficient use of existing transportation resources and reduce single occupancy vehicle trips by influencing travel behavior. The top three strategies recommended as a part of this study are:

1. Bikes on/in buses
2. Marketing
3. Integrated trip planning app, mobile ticketing, and electronic payment



ALIGNMENT WITH LOCAL TRANSIT AGENCIES

Service coordination between ECO Transit, Avon Transit, Beaver Creek Transit, and Vail Transit would help bridge the first/last mile gap. Coordination should address marketing and outreach, trip planning, an integrated map, integrated fare payment, alignment of schedules for timed transfers, and co-locations of bus stops.





RIDE-HAILING (OR ON-DEMAND) SERVICES

Mountain Family Health Center

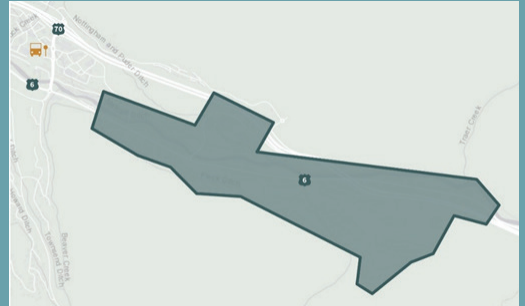
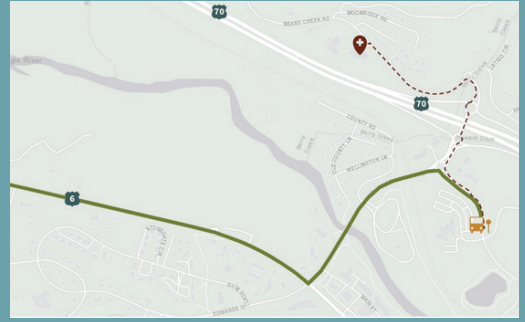
On March 1, 2019, this study launched a fully subsidized on-demand public private partnership pilot with Ride Taxi to address the one-mile gap between the Mountain Family Health Center and the nearest bus stop (the Freedom Park bus stop)

First/Last Mile On-Demand Service

On-demand transportation between a defined service area and a bus stop or transfer station

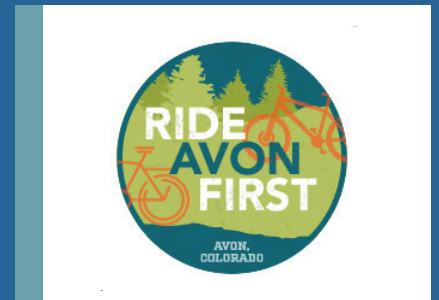
Minturn Route to On-Demand

Conversion of the Minturn fixed route to an on-demand/deviated route



BIKE SHARE

This study recommends that ECO Transit invest and support the growth of Avon's existing bike share system by placing additional stations at bus stops throughout the region. This investment may include expansion to a fleet of electric bikes in the longer-term.



OTHER EMERGING MOBILITY SOLUTIONS

Dockless bikes and scooters were explored in this study but not recommended due to Eagle County's:

- dispersed land use
- extreme winter weather
- gaps in bicycle and pedestrian infrastructure

Additionally, dockless mobility tools represent a nascent and potentially volatile industry. Bringing a potentially impermanent mobility option to the County would not be a reliable strategy for bridging first/last mile gaps. Also, dockless bike and scooters have the potential to compete with the existing and expanding docked bike share program, which would undermine public investment in the existing system.



THE NEXT STEPS FOR IMPLEMENTATION ARE:

PRIORITIZATION

Although recommendations are not mutually exclusive, there is limited funding available for transportation improvements. Therefore, prioritization between these categories of recommendations is an important consideration to inform implementation as funding and resources becomes available. Prioritization was informed based on a combination of stakeholder and public input, Board of County Commissioners feedback, and professional judgment from the project team. The Study offers the following prioritized list of strategies for improving first/last mile connections to ECO Transit service.

1.



Transportation demand management: Low cost opportunities to form partnerships, improve user experience, and educate existing and new riders

2.



Ride-hailing:

- Continue to fund and evaluate the Mountain Family Health Center pilot
- Release an RFP for a provider to run the Minturn fixed route as an on-demand service
- Consider opportunities for a first/last mile on-demand service

3.



Bike Share: Support expansion of existing bike share as an opportunity to address first/last mile gaps

4.



Bicycle and Pedestrian infrastructure: Improvements to bus stops and opportunistic investment in facilities adjacent to bus stops based on development, repaving, and other capital improvement projects

FUNDING

The Study concludes with a list of federal, state and local funding sources that could fund implementation of the recommendations.

EAGLE COUNTY
First / Last
Mile STRATEGY
— STUDY —

Final Draft Presentation 2019





Background

What is the “First Last Mile” Gap?

- A barrier that discourages potential riders from using transit because a station cannot be easily accessed
- Can include geography, street network and design, or a (perceived) lack of available transportation options
- The easier it is to access the system, the more likely people are to use it



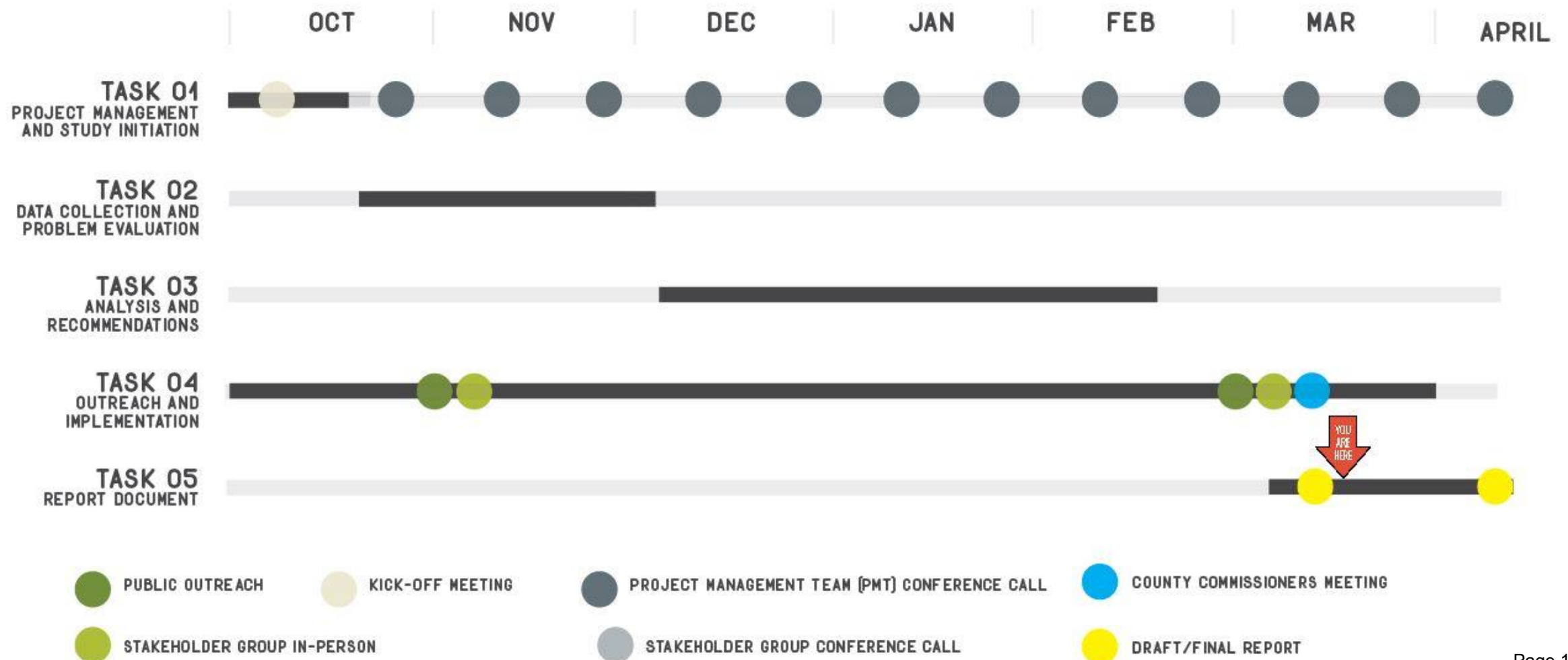
Study Goal:

To identify strategies, policies, and infrastructure to improve connectivity to ECO Transit to make transit services accessible to more people

What will this Study Explore?

- Collection and analysis of existing data
- Toolbox of potential solutions
 - Bicycle infrastructure
 - Pedestrian infrastructure
 - Transportation Demand Management
 - Ride hailing/shuttles
 - Bike share
- High priority locations for implementation
- Cost and implementation considerations

Project Timeline and Next Steps



Community Engagement





Recommended Strategies

1. Transportation Demand Management
2. Ride-hailing
3. Bike share expansion
4. Bicycle and Pedestrian infrastructure
5. Alignment with Local Transit Agencies

Transportation Demand Management Toolbox



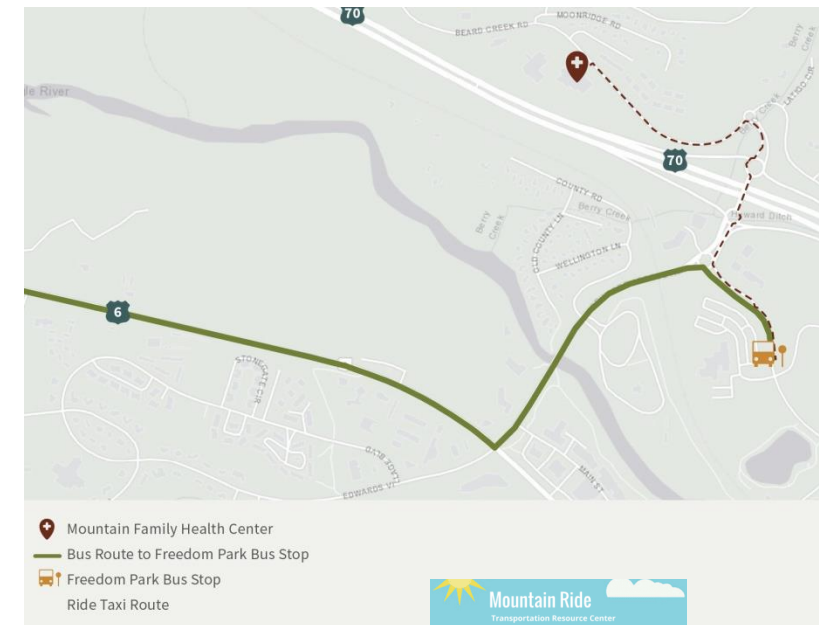
- Parking management
- Fare structure
- Stop amenities
- Wayfinding
- Marketing and promotion
- Educational material
- Bikes on/in buses
- Trip planning apps



Ride-Hailing

1

Mountain Family Health Center
↔ Freedom Park Bus Stop



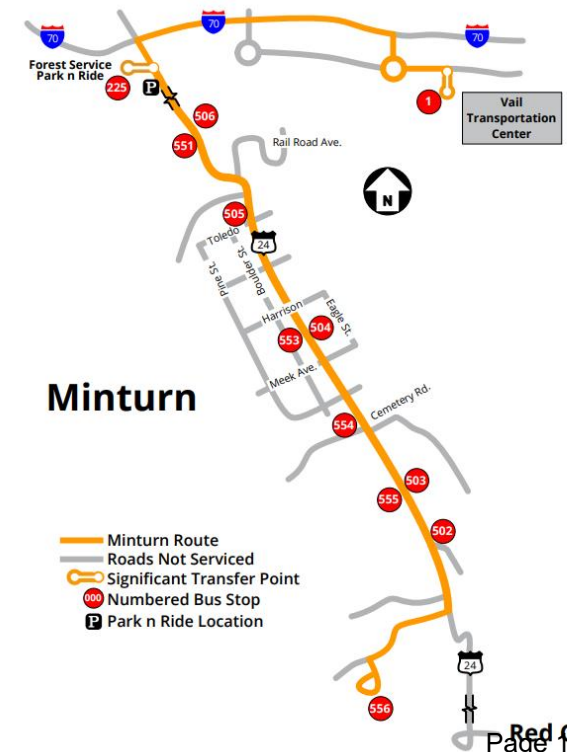
2

First Last Mile Connections



3

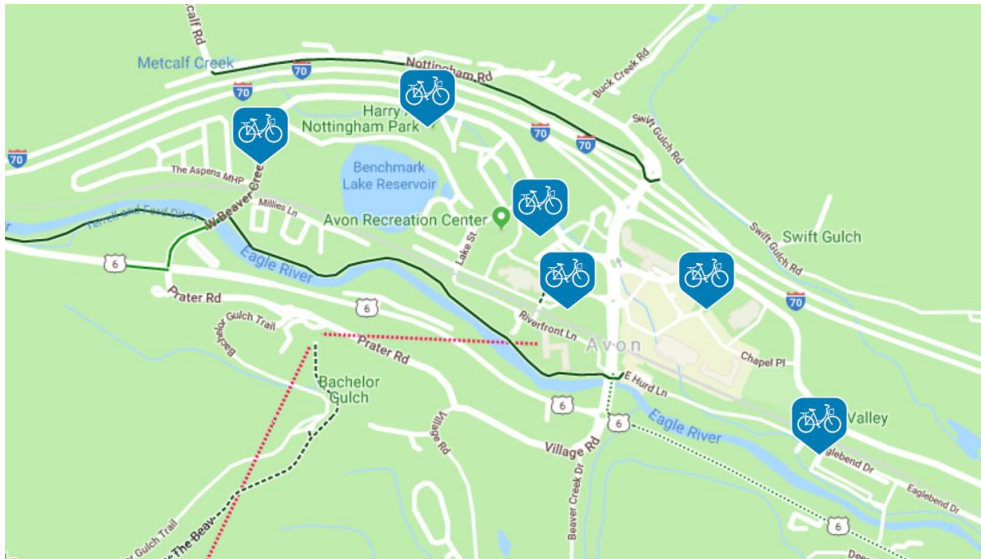
Minturn: Fixed Route →
On-Demand



Bike Share

1

Existing:
ECO funding
expansion of Avon's
bike share program



2

Near-term:
ECO funding pilot of
e-bike share

Park City, UT e-bike share

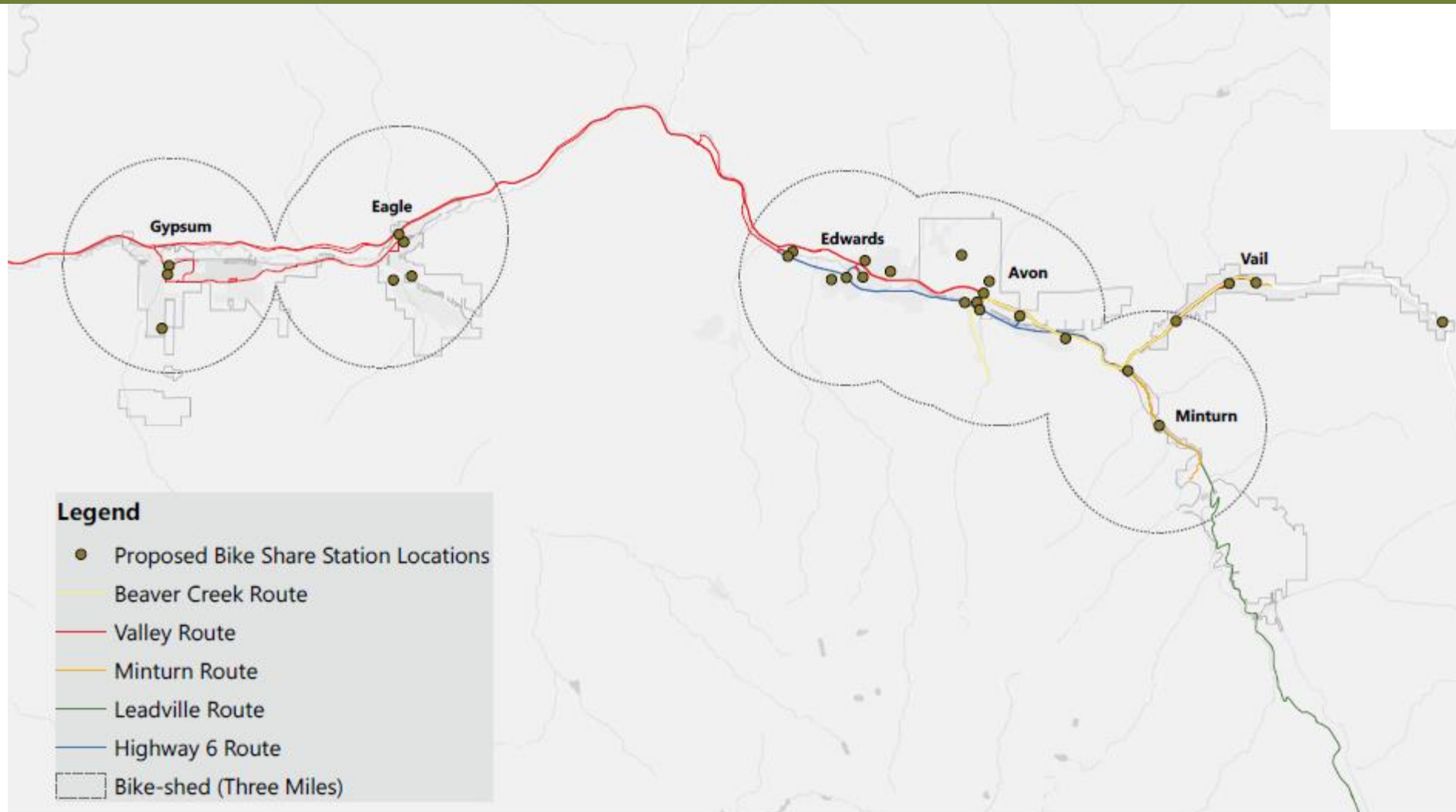


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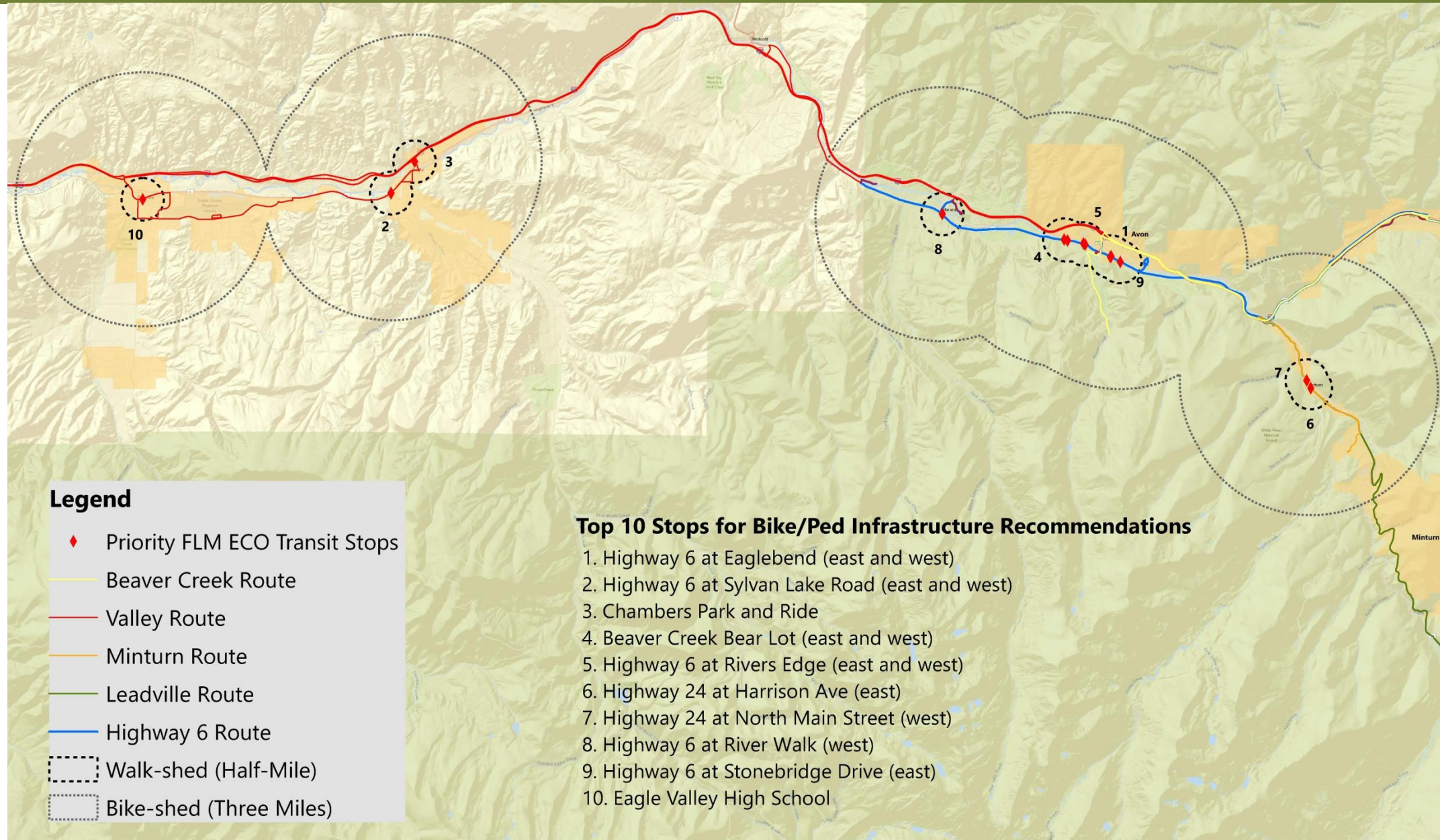
Long-term:
Potential change of
vendor from Zagster



Bike Share



Top 10 Stops for Bike/Ped Infrastructure



Pedestrian Infrastructure



Hwy 6 at Sylvan Lake Rd



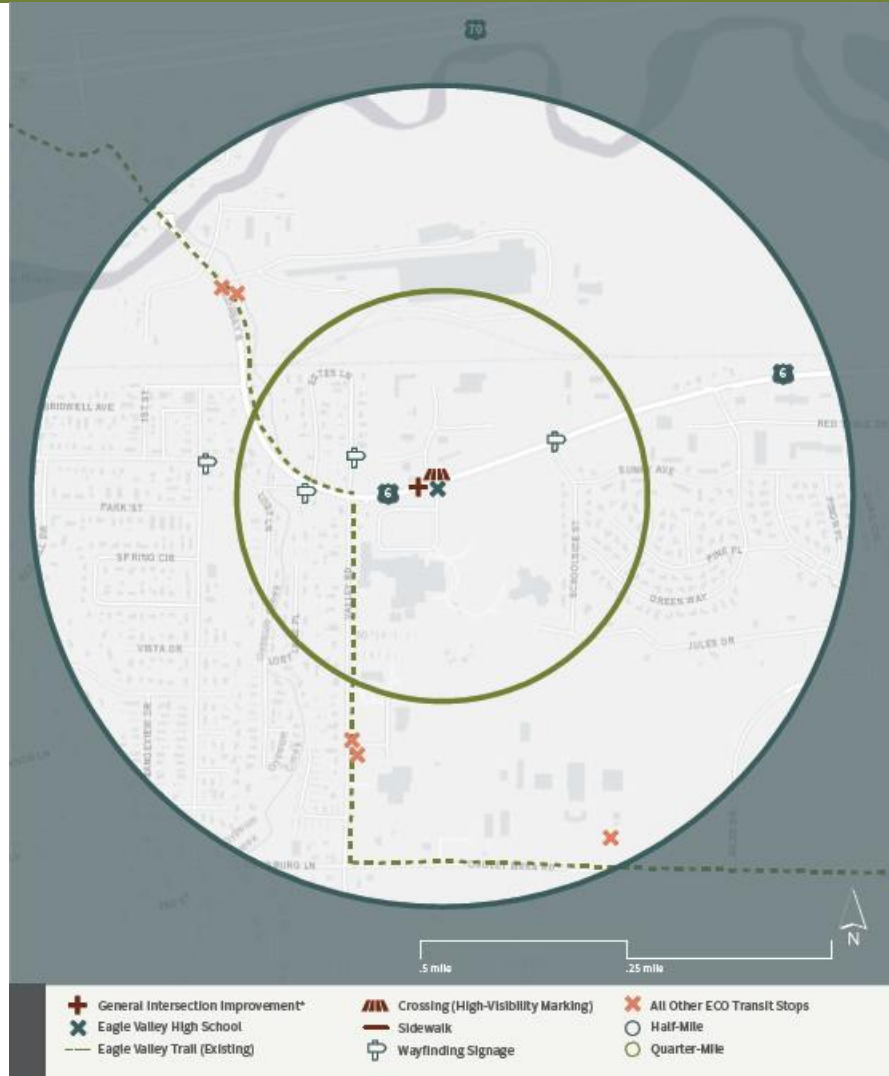
Chamber Park-and-Ride



Pedestrian Infrastructure



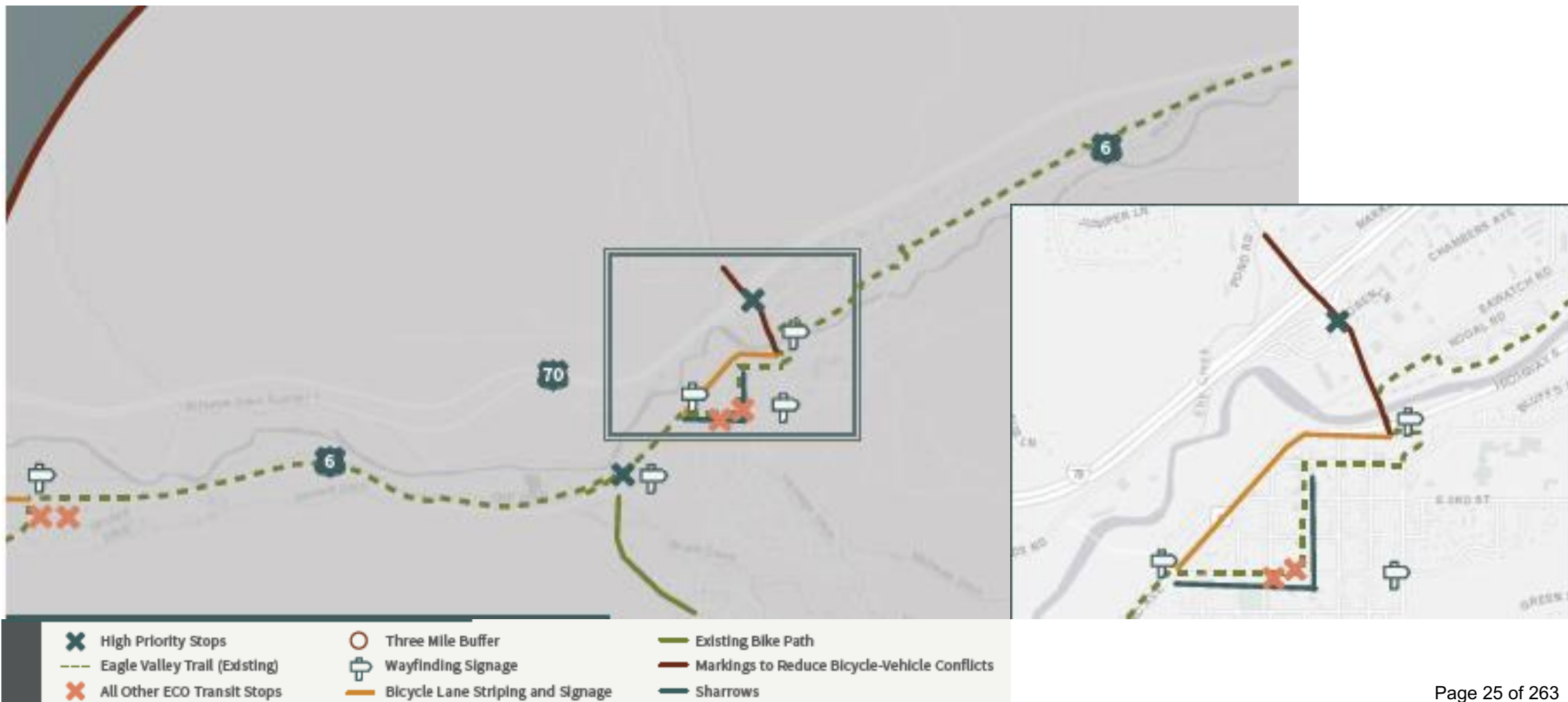
Eagle Valley High School



Bicycle Infrastructure



Town of Eagle



Bicycle Infrastructure



Town of Gypsum



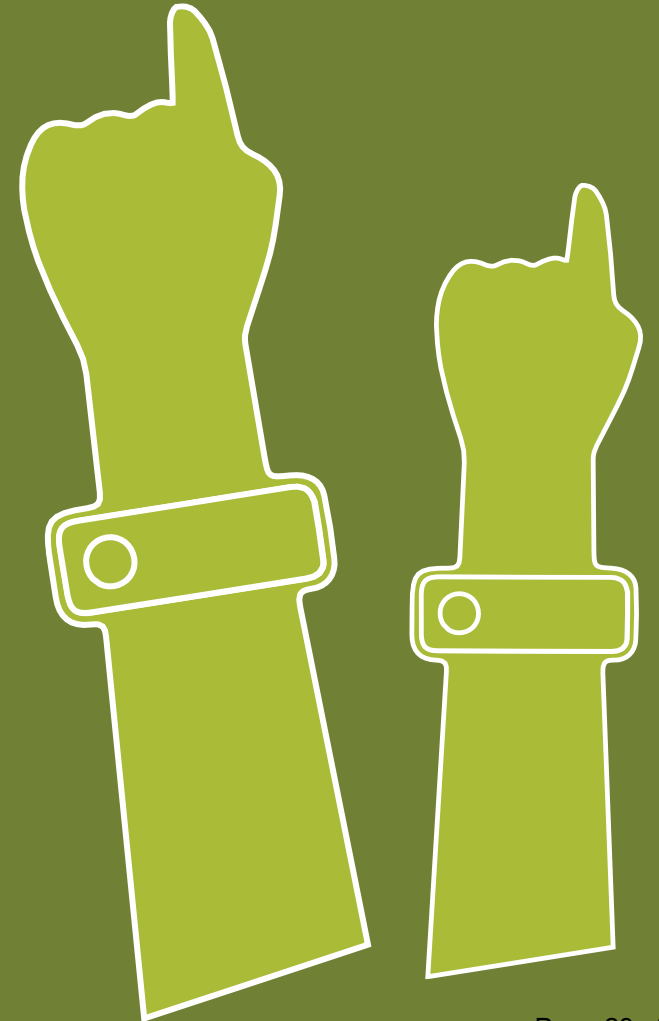


Next Steps

- **Update/Community Presentations**: Present the final recommendations to each community board and share the study with them.
- **Implementation**: Begin implementing recommendations. MFHC Ride Hailing, Mobile Fare Payments, Coordinated Information Hub. Bike share expansion to Edwards and EagleVail.
- **Funding**: Identify funding opportunities to implement first last mile solutions? Work with CDOT and Town's to improve roadways and bus stops in alignment with plan.



Questions?





**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

TRUSTEES PRESENT

Anne McKibbin, Kevin Brubeck, Matt Solomon, Andy
Jessen, Mikel, Kerst, Scott Turnipseed, Paul Witt

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
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
Deron Dirksen, Utilities Manager
Joey Stauffer, Police Chief
Thomas Rich, Sergeant

ADOPTION OF AGENDA

Mayor McKibbin noted there were no changes to the agenda.

PUBLIC COMMENT

Tom Boni: thanked the board for support of the Mushroom and Wild Food Festival .

Annie Egan: 215 Howard Street. Requested schedule for paved path repairs in the Terrace. Bryon McGinnis noted those paths are owned by the Homeowner's Association. Annie also requested a comprehensive traffic study be conducted regarding the projects being proposed and built in the Town of Eagle. Brandy Reitter noted that staff is working on collecting all traffic studies and placing them on the website in one place for public to view.

Ellie Reynolds: was present for the tobacco issue. Mayor McKibbin noted this item will be heard later on the agenda for public comment.

PRESENTATION

1. Eagle County Animal Control Unified Animal Code Revision, Nathan Lehnert Eagle County Animal Services
Nathan Lehnert, Animal Services Director from Eagle County presented this item. Nathan described the proposal

to adopt the county resolution regarding unified animal control codes within Eagle County to assist with education and enforcement. Proposal is estimated sometime in early 2020 for presentation to the Eagle County Towns for approval.

Board Comments: inquired about dangerous animals and cat licensing. Additional comments would be submitted to Brandy Reitter. Chief Staufer indicated his support for uniform animal codes.

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update

Brandy presented her board report.

Board Comments: rapid block adjustments to be made at low water as needed.

2. Town Website Update

CONSENT AGENDA

The Minutes from the Consent Agenda were removed for a separate vote.

MOTION: Trustee Paul Witt motioned to Approve the August 13, 2019 Town Board Minutes. Motion was seconded and Passed with a vote of 6 in favor, 0 opposed and one Abstain (Turnipseed).

MOTION: Trustee Paul Witt motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

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

1. Reserve at Hockett Gulch Annexation and Planned Unit Development

Mayor McKibbin opened Reserve at Hockett Gulch Annexation and Planned Unit Development this File AN 18-01 and PUD18-02. Dan Metzger and Dominic Mauriello presented the project and current proposal for approval.

Carrie McCool gave her presentation on the request being for annexation from Reserve at Hockett Gulch. Items addressed were water and sewer service, water and sewer plant investment fees, raw water irrigation credit and cash in lieu payment for water dedication. The change and current request from applicant is to pay the cash in lieu at the time of first building permit. Building height and municipal and park land dedication were agreed upon according to the town's code. The deed restriction was removed from the PUD guide and listed as an exhibit. The exhibit was not received in time to include in the Town Board packets. A review of the public comments received to date were included along with additional letters received after the packet deadline. All will be included with the file record.

Board Comments: inquired why the deed and rental restrictions were not in the packet. Applicant indicated that the final points would be in a form approved by the Town Attorney. Board requested to review the entire exhibit before approving. Offer to approve the annexation agreement with exhibits to be approved by Town Attorney. Discussion regarding rental unit restrictions and applicability of the language from the Eagle County Guidelines for the occupancy restrictions. Attorneys indicated they were comfortable with occupancy restrictions being addressed as policies and not items recorded against the title of the property. Employers vs Town and County for preferences were also discussed. Attorneys preferred County employers over Town. Noted references in the Annexation Agreement did not reference the correct section in the PUD Guide, due to the LERP requirements becoming a separate exhibit. Water Rights timing was discussed. Town Code states these are due on annexation, applicant is asking for payment at first building permit. Discussion regarding timing of this scenario was discussed with attorneys and error was found regarding timing of this payment in the annexation agreement, which would be amended. Discussion regarding timing of this payment and effect on the project.

Mayor McKibbin opened Public Comment

Katherine Delanoy: 214 Howard Street. Requested traffic impacts be addressed.

Gary Scanlon: Against the project due to variances being requested.

Nicole Asselin: 127 Callie Clark Ct. Requested access to open space and trails on this property before approving.

Pierce Church: 2705 Montgomerie Circle. Against the project due to traffic impacts.

Stan Kensinger: 2753 East Haystacker Drive. Representing the Business Advocacy Council and Chamber of Commerce. Supports the project.

Mark Heron: 81 Deerfield Way Edwards. Representing the Vail Valley Partnership. Supports the project for businesses in Eagle.

Patrick Tvarkunas: 358 Bluffs Drive. Against the project due to scale, requested the people vote on proposal.

Willy Powell: 21 Violet Lane. Had concerns regarding parking, not enough restrictions for rentals and lack of a playing field.

Jeff Kennedy: Owner Moes BBQ. In support of the project to meet business housing needs.

Rosie Shearwood: 9081 Brush Creek Road. Against the project due to size.

Charlie Gundlach: 530 Founders Place, owner of Color Coffee Roasters. In support of the project to meet business housing needs.

Steve Lindstrom: 1140 Capitol. In support of the project, this type of housing is missing from our community.

Sarah Baker: 740 Hernage Creek Road. In support of the project. Encouraged flexibility on fee in lieu payment.

Anne Robinson: 29 Red Haw Close. In support of this project.

Kraige Kinney: 2677 Brush Creek Road. Against the project due to size and traffic impacts.

Jon Stavney: 36 Red Haw Close. In support of this project and location of density.

Levi Rozga: 72 West Double Hitch. In support of this project.

Mick Daly: 1843 East Haystacker Drive. In support of this project.

Mayor McKibbin closed Public Comment at 8:33 p.m.

Mayor McKibbin called a five-minute break.

Mayor McKibbin resumed the meeting at 8:42 p.m.

Mayor McKibbin iterated the points of discussion for the Board related to the timing of the payment for fee in lieu water dedication and desire to see final documents for the exhibits related to the deed restrictions.

Town Attorney Matt Mire stated that for applicant confirmed the applicant is willing to put time frame on dedication of water rights. The payment would be made at building permit or one year from annexation whichever is sooner.

Board Comments: Request to deliberate and delegate to staff to make decisions on the timing and deed restrictions. Counter request to view the full agreement with exhibits before deciding. Board agreed to continue the decision to September 10th. Request was made for Irrevocable Letter of Credit for the water rights dedication payment. Concern on the delay payment and fairness to other developers who pay at annexation. Deferral was not viewed as an impact to the Town with Letter of Credit. Not all Board agreed on this payment deferral. Additional comments on deed restrictions. Applicant is using Eagle County's guidelines and Town of Vail has been doing similar restrictions for 30-40 years successfully. This is new to Eagle. Language would be changed to reflect Eagle business owners or employees as a guideline for occupancy restrictions. A future review of the restrictions may be beneficial to ensure they are effective. Concern regarding market rate rentals fulfilling the housing needs. Board members thanked those that participated in the public process and provided their opinions. Traffic is difficult to address due to many factors that cause it.

MOTION: Trustee Matt Solomon motioned to Continue File#: AN 18-01 and PUD18-02 the Reserve at Hockett Gulch Annexation and Planned Unit Development to the September 10, 2019 Town Board Meeting. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

- Ordinance 15-2019 An Ordinance of the Board of Trustees of the Town Of Eagle, Colorado Annexing to the Town
- a. 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

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

MOTION: Trustee Matt Solomon motioned 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. Motion was seconded and Passed with a vote of 6 in favor, 0 opposed and 1 abstain (Jessen).

2. Ordinance 20-2019 Amending Chapter 9.15 Regarding Tobacco Products and Underage Persons
Mayor McKibbin opened this item and public comment.

Eagle Valley High School students along with Eagle County Public Health were present.

Lilly Reynolds provided comments in support of increasing the age to 21 for tobacco purchases and licensing of tobacco retailers.

Ella Srhoetz provided comments in support of increasing the age to 21 for tobacco purchases and licensing of tobacco retailers.

Rebecca Shifanelli provided comments in support of increasing the age to 21 for tobacco purchases and licensing of tobacco retailers.

Riley Dudley provided comments in support of increasing the age to 21 for tobacco purchases and licensing of tobacco retailers.

Jamil Gastelum provided comments in support of increasing the age to 21 for tobacco purchases and licensing of tobacco retailers.

Mandy Ivanov provided comments in support of increasing the age to 21 for tobacco purchases and licensing of tobacco retailers.

MOTION: Trustee Matt Solomon motioned to extend the regular meeting until 10:30 p.m. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

Board Comments: vaping is an issue for all communities and should be addressed at the federal and national level. Agreement with rationale behind the proposal and supportive of county-wide initiative. Responsible for actions at age 18 and concern for changing age. Support of the age increase was to show support for parents, teachers, counselors and kids to make it more difficult for them to get involved with tobacco. Fear of undermining Eagle County's plans on this initiative.

MOTION: Trustee Anne McKibbin motioned to Approve Ordinance 20-2019 Amending Chapter 9.15 Regarding Tobacco Products and Underage Persons. Motion was seconded and Failed with a vote of 3 in favor and 4 opposed.

NEW BUSINESS

1. Lower Basin Water Treatment Plant: Change Order No. 4 - Agreement Language *(Roll Call Vote Required)*

MOTION: Trustee Paul Witt motioned to Approve Lower Basin Water Treatment Plant: Change Order No. 4 - Agreement Language. Motion was seconded and Passed with a vote of 6 in favor (Solomon, Brubeck, Kerst, McKibbin, Turnipseed, Witt), 0 opposed and 1 abstain (Jessen).

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)*

MOTION: Trustee Scott Turnipseed motioned to Approve 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 . Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed, Witt) and 0 opposed.

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)*

MOTION: Trustee Paul Witt motioned to Approve 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. Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed, Witt) and 0 opposed.

4. Waste Water Treatment Plant Improvements: Roof Replacement - Pay Application No. 3 *(Roll Call Vote Required)*

MOTION: Trustee Scott Turnipseed motioned to Approve Waste Water Treatment Plant Improvements: Roof Replacement - Pay Application No. 3 . Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed, Witt) and 0 opposed.

5. Violet Lane Water Line: Pay Application No. 2 *(Roll Call Vote Required)*

MOTION: Trustee Scott Turnipseed motioned to Approve Violet Lane Water Line: Pay Application No. 2.

Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed, Witt) and 0 opposed.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS – Rescheduled to a future meeting due to time.

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 - 10:29 PM

Approved Date:

Anne McKibbin, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
AUGUST 2019**

GENERAL FUND

General Government

Meritain Health	Health Insurance	823.30
Triad EAP	Employee Assistance Program	10.58
Amazon	Office Supplies	(49.98)
Sandy's Office Supply	Office Supplies	26.20
Verizon Wireless, Bellevue	Utility Services	53.17
Hoffman, Parker, Wilson & Carberry PC	Legal - General	4,894.50
Kissinger & Fellman, P.C.	Legal - General	433.00
CDW Government	Computer Support	51.80
Grand Avenue Grill	Meeting Expense	94.28
King Soopers Customer Charges	Meeting Expense	10.47
Red Canyon Café	Meeting Expense	126.40
ICMA	Dues & Subscriptions	1,104.00
PR Studio	Contract Payments	1,500.00
Colorado Drive Safe	Community Requests	250.00
Eagle River Watershed Council	Community Requests	250.00
Friends Of Eagle Co	Community Requests	3,000.00
Total General Government		\$ 12,577.72

General Administration

Arnot, John & Rynne	Utility Refund	26.51
Bronn, John & Earlene	Utility Refund	55.71
Carlson, Erin	Utility Refund	18.37
Gold Dust Partners	Utility Refund	18.23
Hutchinson, Sven	Utility Refund	11.12
Ingalls, Louise	Utility Refund	45.95
Kelley, Dustin	Utility Refund	3.78
Lewis, Jodi & Nathan	Utility Refund	95.57
McDade, John & Dunne, Kasha	Utility Refund	14.12
Penman, Bruce	Utility Refund	190.82
Schweitzer, Jason & Kayleen	Utility Refund	18.30
Siefers, Dan & Lori	Utility Refund	45.81
Amazon B2B Prime	Dues & Subscriptions	(499.00)
Hartford, The	Health & Life Ins. Payable	1,380.47
Meritain Health	Health & Life Ins. Payable	53,861.24
MetLife	Vision Insurance	541.67
Barajas, Leticia	Facility Usage Deposit Payable	450.00
Bradley, Kim	Facility Usage Deposit Payable	1,125.00
Davis, Tommy	Facility Usage Deposit Payable	750.00
Moran-Loera, Claudia	Facility Usage Deposit Refund	375.00
Mountain Recreation Metro District	Facility Usage Deposit Refund	750.00
Scallen, Meghan	Facility Usage Deposit Payable	750.00

General Administration (Cont.)

Xpress Bill Pay	CC Transaction Fees	620.14
Barajas, Leticia	Facility Usage Fees Refund	109.31
Meritain Health	Health Insurance	2,017.84
Triad EAP	Employee Assistance Program	25.79
Sandy's Office Supply	Office Supplies	148.45
Colorado Mtn. News Media	Legal Notices	228.22
Employer's Council Services, Inc.	Dues & Subscriptions	5,800.00
Mail Chimp	Dues & Subscriptions	75.00
Nelson, Carla	Dues & Subscriptions	10.00
Survey Monkey	Dues & Subscriptions	360.00
Vimeo Pro	Dues & Subscriptions	199.00
Century Link	Utility Services	1,107.09
Ziprecruiter	Recruitment	610.00
Chase Paymentech	CC Transaction Fees	1,398.24
Employer's Council Services, Inc.	Professional Admin Services	23.75
Hoffman, Parker, Wilson & Carberry PC	Legal	97.50
Maggard & Hood, PC	Auditing & Accounting	9,454.74
Caselle, Inc.	Computer Support	2,089.00
CDW Government	Computer Support	623.28
Herota, Mark	Travel	76.79
Pickup's Pizza	Meeting Expense	96.00
US Bank Equipment Finance	Contract Payments	374.70
Total General Administration		\$ 85,573.51

Community Development

Meritain Health	Health Insurance	1,097.73
Triad EAP	Employee Assistance Program	28.20
Amazon	Office Supplies	134.11
Fleet Services	Gas & Oil	39.22
Certified Mail Envelopes	Communication & Transportation	19.80
Staples	Communication & Transportation	30.81
OG Printer Inc	Communication & Transportation	250.00
Colorado Mtn. News Media	Legal Notices	26.95
Verizon Wireless, Bellevue	Utility Services	200.13
Logan Simpson	Professional Services	8,822.90
McCool Development Solutions, LLC	Professional Services	5,400.00
Certified Mail Envelopes	Planning Reimbursable	247.50
Colorado Geological Survey	Planning Reimbursable	88.99
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	9,600.00
Kumar & Associates Inc	Planning Reimbursable	1,478.30
Hoffman, Parker, Wilson & Carberry PC	Legal	812.50
Bang The Table	Computer Support	5,000.00
CDW Government	Computer Support	1,356.44
Zoom.Us	Computer Support	16.31
King Soopers Customer Charges	Meeting Expense	7.97

Community Development (Cont.)

Town Of Gypsum	Contract Services	2,511.50
Valley Home Store LLC	Contract Services	255.00
Contractor Resource	Tuition & Books	251.53
US Bank Equipment Finance	Contract Payments	374.70
Total Community Development		\$ 38,050.59

Municipal Court

Meritain Health	Health Insurance	82.33
Triad EAP	Employee Assistance Program	8.09
Carlson & Carlson, Attorneys At Law Pc	Legal	1,500.00
Hoffman, Parker, Wilson & Carberry PC	Legal	253.50
CDW Government	Computer Support	15.54
Ace Security And Safety Services LLC	Contract Payments	96.00
Total Municipal Court		\$ 1,955.46

Streets

Meritain Health	Health Insurance	1,646.59
Triad EAP	Employee Assistance Program	21.16
King Soopers Customer Charges	Office Supplies	6.33
Alpine Lumber Co.	Repair & Maintenance Supplies	26.89
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	100.38
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	427.90
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	23.96
United Rentals (North America) Inc	Repair & Maintenance Supplies	88.36
Valley Electric Supply Inc	Repair & Maintenance Supplies	759.20
Wagner Equipment Co	Repair & Maintenance Supplies	501.16
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	411.62
Fleet Services	Gas & Oil	510.12
Glenwood Springs Auto Parts Inc	Gas & Oil	134.96
Glenwood Springs Auto Parts Inc	Communication & Transportation	24.11
Indeed	Recruitment	558.00
Century Link	Utility Services	877.87
Holy Cross Energy	Utility Services	2,261.36
Verizon Wireless, Bellevue	Utility Services	89.35
Safety-Kleen Corp.	Repair & Maintenance Services	227.90
San Juan Sweeping & Striping	Repair & Maintenance Services	10,291.36
Stripe A Lot & Sweeping	Repair & Maintenance Services	10,460.50
Vasquez Concrete Inc	Repair & Maintenance Services	2,000.00
CDW Government	Computer Support	46.63
Brush Creek Landscaping	Tree Management-Comm Forestry	6,699.00
Caterpillar Financial Services	Winter Snow Equipment Rental	29,356.89
King Soopers Customer Charges	Meeting Expense	14.50
Red Canyon Café	Meeting Expense	84.08
Total Streets		\$ 67,650.18

Public Safety

Meritain Health	Health Insurance	6,558.93
Triad EAP	Employee Assistance Program	84.25
Daily Printing Inc.	Office Supplies	350.00
Sandy's Office Supply	Office Supplies	56.69
Super Vacuum Manufacturing Co Inc	Operating Supplies	94.96
5.11 Tactical	Uniforms	559.71
Nate Ivie Mobile Mechanic	Vehicle Repair & Maintenance Supplies	43.18
Performance Automotive Center	Vehicle Repair & Maintenance Supplies	123.15
Fleet Services	Gas & Oil	2,642.34
Sanders, Joshua	Gas & Oil	20.00
4Imprint	School Resource Officer Supplies	299.62
Daily Printing Inc.	Communication & Transportation	24.72
Nelson, Carla	Communication & Transportation	6.85
Super Vacuum Manufacturing Co Inc	Communication & Transportation	20.45
USPS	Communication & Transportation	21.38
AT&T Mobility	Utility Services	459.95
Century Link	Utility Services	705.69
Doctors On Call	Recruitment	280.00
Indeed	Recruitment	114.62
Psychological Dimensions, PC	Recruitment	350.00
Nate Ivie Mobile Mechanic	Repair & Maintenance Services	162.50
Performance Automotive Center	Repair & Maintenance Services	490.50
White Water Express Carwash	Repair & Maintenance Services	76.40
Double Eagle Hotel & Casino	Travel Expense	269.85
Key PM & Lodging	Travel Expense	(28.92)
Tokyo Joe's	Travel Expense	17.20
Wendy's	Travel Expense	17.84
Eagle Diner	Meeting Expense	60.37
Grand Avenue Grill	Meeting Expense	110.58
Stout House Coffee	Meeting Expense	6.50
Gaspard, Colleen	Training & Travel - Grants	12.00
King Soopers Customer Charges	Volunteer Recognition	500.00
Gaspard, Colleen	Contract Payments	22.00
High Country Copiers	Contract Payments	41.50
Xerox Financial Services LLC	Contract Payments	190.53
Total Public Safety		\$ 14,765.34

Buildings and Grounds

Meritain Health	Health & Life Insurance	1,838.70
Triad EAP	Employee Assistance Program	23.61
King Soopers Customer Charges	Office Supplies	6.33
Alpine Lumber Co.	Repair & Maintenance Supplies	221.18
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	373.42
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	125.97
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	64.64

Buildings and Grounds (Cont.)

Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	71.74
Pet Pick-Ups	Repair & Maintenance Supplies	720.00
Summit Supply Corporation	Repair & Maintenance Supplies	995.00
United Rentals (North America) Inc	Repair & Maintenance Supplies	8.58
Wylaco Supply Co	Repair & Maintenance Supplies	32.97
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	93.05
Fleet Services	Gas & Oil	741.81
Glenwood Springs Auto Parts Inc	Gas & Oil	267.97
Home Depot Pro	Janitorial Supplies	166.20
G & S Tool Clinic, LLC	Communication & Transportation	4.99
Pet Pick-Ups	Communication & Transportation	61.04
Summit Supply Corporation	Communication & Transportation	96.90
Black Hills Energy	Utility Services	390.05
Century Link	Utility Services	1,602.35
Holy Cross Energy	Utility Services	2,810.30
Verizon Wireless, Bellevue	Utility Services	93.18
Indeed	Recruitment	114.62
Jerrymaster Janitorial	Janitorial Maint. Contracts	3,008.00
Sno-White Linen Rental	Repair & Maintenance Services	196.40
Superior Alarm & Electronics	Repair & Maintenance Services	143.00
United Electric, Inc.	Repair & Maintenance Services	190.00
United Rentals (North America) Inc	Repair & Maintenance Services	308.04
Vail Honeywagon	Repair & Maintenance Services	252.00
Venzor Carpet Cleaning	Repair & Maintenance Services	375.84
CDW Government	Computer Support	38.86
King Soopers Customer Charges	Meeting Expense	4.84
Red Canyon Café	Meeting Expense	28.04
G H Daniels III & Associates	Contract Payments	12,665.00
Total Buildings and Grounds		\$ 28,134.62

Information Center

Triad EAP	Employee Assistance Program	35.25
WalMart	Office Supplies	26.02
Costco	Operating Supplies	24.97
Home Depot	Operating Supplies	26.90
Tebo Store Fixtures	Operating Supplies	144.50
WalMart	Operating Supplies	24.45
Home Depot	Equipment	162.26
Alida's Fruits	Supplies For Resale	129.62
Colorado Candy Kitchen	Supplies For Resale	488.62
Costco	Supplies for Resale	188.48
Down To Earth Pottery	Supplies For Resale	813.48
King Soopers Customer Charges	Supplies For Resale	53.49
Meadow Gold Grand Junction	Supplies For Resale	232.80
Mike Luark	Supplies For Resale	620.00

Information Center (Cont.)

Mountain Sights, Inc	Supplies For Resale	368.40
WalMart	Supplies for Resale	39.00
Wiessner, Clyde W.	Supplies For Resale	28.00
Derived From Nature	Supplies - Consignment	44.99
Eagle County Historical Society	Supplies - Consignment	310.39
Fried, Mickey	Supplies - Consignment	52.50
Nature's Details Photography	Supplies - Consignment	106.50
New Song Corporation	Supplies - Consignment	63.00
Pamela Saden	Supplies - Consignment	715.69
Ramey, Corkie	Supplies - Consignment	3.25
Rasmussen, Carol Ann	Supplies - Consignment	38.40
Rick Olsen	Supplies - Consignment	20.25
Selcke, Jim	Supplies - Consignment	7.50
Teresa Hauser	Supplies - Consignment	149.59
Williams, Sam	Supplies - Consignment	57.00
Colorado Department Of Revenue	Sales Tax	1,207.09
Tebo Store Fixtures	Communication & Transportation	31.19
Century Link	Utility Services	215.40
Total Information Center		\$ 6,428.98

Marketing and Events

Triad EAP	Employee Assistance Program	7.76
Fleet Services	Gas & Oil	48.45
Colorado Mtn. News Media	Legal Notices	119.00
Spotify	Dues & Subscriptions	10.98
Verizon Wireless, Bellevue	Utility Services	52.89
Colorado Mtn. News Media	Media	1,784.70
Los Torres	Travel Expense	19.55
Stephen Bullock	Travel Expense	8.00
PR Studio	Public Relations	2,500.00
Blue Creek Productions Inc	Contract Services	7,500.00
Endurance Race Series	Events	375.00
Revolution Enduro, LLC	Events	2,000.00
Rocky Mountain Shooters HS Rodeo	Events	1,500.00
City Market	Event Production	180.01
Costco	Event Production	105.96
King Soopers Customer Charges	Event Production	26.31
Total Marketing and Events		\$ 16,238.61

Engineering

Meritain Health	Health Insurance	1,116.02
Triad EAP	Employee Assistance Program	14.37
King Soopers Customer Charges	Office Supplies	6.33
Glenwood Springs Auto Parts Inc	Vehicle R&M Supplies	5.57
Fleet Services	Gas & Oil	291.69

Engineering (Cont.)

Glenwood Springs Auto Parts Inc	Gas & Oil	29.46
Verizon Wireless, Bellevue	Utility Services	165.54
CDW Government	Computer Support	316.05
Total Engineering		\$ 1,945.03

TOTAL GENERAL FUND **\$ 273,320.04**

WASTE WATER FUND

Meritain Health	Health & Life Insurance	2,603.45
Triad EAP	Employee Assistance Program	33.44
Western Slope Supplies Inc	Office Supplies	29.60
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	235.68
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	49.51
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	38.60
Fleet Services	Gas & Oil	155.06
NexTrust Inc	Communication & Transportation	347.14
Western Slope Supplies Inc	Communication & Transportation	3.50
Indeed	Recruitment	45.83
Ziprecruiter	Recruitment	244.00
Black Hills Energy	Utility Services	214.87
Century Link	Utility Services	507.95
Holy Cross Energy	Utility Services	10,440.69
Verizon Wireless, Bellevue	Utility Services	73.18
Veris Environmental LLC	Sludge Disposal	1,656.70
CDW Government	Computer Support	330.54
Colo Dept Of Public Health & Environment	Testing & Permits	7,529.00
Eagle River Water & Sanitation District	Testing & Permits	1,950.00
SGS North America Inc	Testing & Permits	1,012.34
King Soopers Customer Charges	Meeting Expense	6.45
Red Canyon Café	Meeting Expense	37.38
Rocky Mtn Water Environment	Tuition & Books	295.00
Horizon Roofing, Inc.	WW Treatment Plant Improvement	35,097.75
TOTAL WASTE WATER FUND		\$ 62,937.66

WATER FUND

Meritain Health	Health & Life Insurance	5,321.60
Triad EAP	Employee Assistance Program	39.35
King Soopers Customer Charges	Office Supplies	35.91
King Soopers Customer Charges	Operating Supplies	14.09
Atilekt Inc	Repair & Maintenance Supplies	17.84
DL Trading Company	Repair & Maintenance Supplies	34.95
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	10.96
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	103.89
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	39.86
King Soopers Customer Charges	Repair & Maintenance Supplies	19.09

WATER FUND (Cont.)

Rod's Painting Inc	Repair & Maintenance Supplies	2,500.00
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	31.56
Fleet Services	Gas & Oil	727.52
Glenwood Springs Auto Parts Inc	Gas & Oil	24.29
Core & Main LP	Meters & Related Items/Resale	24,165.00
NexTrust Inc	Communication & Transportation	347.14
Indeed	Recruitment	742.68
Ziprecruiter	Recruitment	366.00
Colorado Water Assoc	Dues & Subscriptions	450.00
AmeriGas	Utility Services	338.51
Century Link	Utility Services	2,034.96
Holy Cross Energy	Utility Services	10,606.27
Verizon Wireless, Bellevue	Utility Services	219.40
Garfield & Hecht, P.C.	Legal	565.50
Resource Engineering Inc	Engineering	314.00
Rod's Painting Inc	Repair & Maintenance Services	2,800.00
Colo Dept Of Public Health & Environment	Testing & Permits	1,737.00
Eagle River Water & Sanitation District	Testing & Permits	200.00
King Soopers Customer Charges	Meeting Expense	6.45
Red Canyon Café	Meeting Expense	37.38
CDW Government	Computer Support	437.79
Colorado Water Assoc	Tuition & Books	60.00
Rocky Mtn Water Environment	Tuition & Books	295.00
Rocky Section AWWA	Tuition & Books	270.00
Browns Hill Engineering	Contract Payments	2,972.00
PR Studio	Contract Payments	1,000.00
US Bank Equipment Finance	Contract Payments	374.71
Eagle County Government	Violet Lane Water Line	10.00
Hoffman, Parker, Wilson & Carberry PC	Violet Lane Water Line	487.50
MWH Constructors Inc.	Lower Basin Water Treatment	485,997.00
TOTAL WATER FUND		\$ 545,755.20

REFUSE FUND

NexTrust Inc	Communication & Transportation	347.14
Vail Honeywagon	Repair & Maintenance Services	88.00
Vail Honeywagon	Contract Services	47,717.47
TOTAL REFUSE FUND		\$ 48,152.61

SALES TAX CAPITAL IMPROVEMENT FUND

Alpine Engineering, Inc.	Design	1,686.95
S2O Design & Engineering	Design	9,910.55
NV5, Inc	Construction	2,632.50
Oldcastle SW Group Inc	Construction	1,974.42
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND		\$ 16,204.42

OPEN SPACE FUND

Meritain Health	Health Insurance	16.47
Triad EAP	Employee Assistance Program	6.55
Alpine Lumber Co.	Repair & Maintenance Supplies	178.84
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	18.99
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	18.90
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	83.85
Signature Signs Inc	Repair & Maintenance Supplies	336.00
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	88.97
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	212.04
Fleet Services	Gas & Oil	259.43
Two Valley Tire LLC	Repair & Maintenance Services	153.55
United Rentals (North America) Inc	Repair & Maintenance Services	807.04
Vail Honeywagon	Repair & Maintenance Services	121.00
CDW Government	Computer Support	4.67
Outdoor Services Inc	Weed & Pest Control	7,795.00
TOTAL OPEN SPACE FUND		\$ 10,101.30

TOTAL	\$ 956,471.23
PAYROLL	\$ 272,908.31
GRAND TOTAL	\$ 1,229,379.54



To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: September 10, 2019

Re: Town Manager Report

Administration & Organization

The BOT requested a few items from the meeting August 27. 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:

- At the October 10 meeting staff will provide another quarterly budget update and summary.

Pending Items:

- Breaking out BOT line items in the General Government budget.
- Staff will add the ambulance district to the town website.

2020 Budget Development Process:

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

- September 11 and 12 are budget workshops with the BOT.
- October 15 is when staff will present the proposed 2020 budget.

Administration staff is in the process of meeting with each department to review the Employee Handbook. Police, Community Development and the leadership team have seen presentations of the handbook. The last two departments are Finance and Public Works. So far, the handbook has seen positive responses and the organization is pleased that it is updated.

Sustainability Initiatives

The Town is developing a Water Efficiency and Conservation Plan (WECP) with grant funding from the Colorado Water Conservation Board and with assistance from Brendle Group. The town started working with Brendle Group at the beginning of the year and are currently at 75% complete. The objectives are to:

- Build on the Town's previous work, including the Five-Year Water Efficiency Planning Strategy that was adopted in December 2017.

- Conduct additional engineering analysis to fill in technical gaps to create a plan that meets CWCB's Municipal Water Efficiency Plan Guidance Document.
- Connect the Town of Eagle with regional water conservation efforts for information exchange and resource leveraging.
- Work with a spirit of collaboration to engage key stakeholders in the plan development to support the Town in transitioning from program planning to implementation.

The next steps are:

- September 2019: Review Draft WECP by staff and Stakeholders
- October 2019: CWCB Draft WECP review
- **November 2019: Presentation of Draft WECP to Town Board**
- December 2019: CWCB review
- January 2020: Public review
- **January 2020: Presentation of Final Plan and Resolution to Adopt to Town Board**
- March 2020: CWCB Final Review and Approval

Marketing & Events

Staff facilitated the MEAC meeting on September 5. While attendance was low, we did have a good discussion about the following items:

- Improvements were made to inter-department interactions.
- Brian has conducted an overview of systems and process and will make recommendations for improvements.
- While Brian is here, he will execute the remaining events for the year and review marketing and promotions schedule.
- The 2020 budget process and grant schedule were covered.

Economic Development, & Planning

Home Rule – The internal charter review committee is working on the draft. Provided are a few updates:

- Staff completed the review of Articles I – IV that include:
 - Article I- General Provisions: Name and Boundaries, Form of Government, Authority, Rights and Liabilities.
 - Article II – Elections: Laws, Types, Nonpartisan Elections, and Recall.
 - Article III – Town Council: Town Council, Authorities, Qualifications, Meetings, Voting, Conflict of Interest, Compensation, Oath of Office, Districts, Mayor Pro-Tem, Special Meetings, and Executive Sessions.
 - Article IV – Town Administration, Town Departments and Appointed Officials: Mayor, Town Manager, Town Attorney, Municipal Judge, Town Clerk, and Town Departments.

- The next steps are to review Articles V – VIII and meet on September 20 on the following:
 - Article V: Boards and Commissions
 - Article VI: Ordinances
 - Article VII: Enforcement of Laws and Ordinances
 - Article VIII: Town Finances and Borrowing

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

- The EC met on August 30 and we discussed closeout.
- We paid the last pay application for Hobbs and are holding on to a small amount of retainage until everything is completed.
- As a result of flooding, some parties along the river experienced damage to infrastructure. These parties are looking to the town to repair damage because we constructed the River Park. The EC discussed this, and our position is we are not obligated.
- We are wrapping up testing in the river and are meeting with the Army Corps of Engineers September 18.

Broadband – There are several updates on broadband in Eagle:

Comcast:

- Staff met with Comcast on September 4 to go over the remaining sections of the Franchise Agreement. Everyone wrapped up the meeting feeling really good about the negotiation and moving it forward.
- Staff will set a public hearing on the Franchise Agreement on October 8. We are required by statute to set a hearing.

THOR:

- Staff met with the build team for THOR. We are working on a budget as well as logistics for installation at town hall. The project might need to be phased as a result of the site work that is required in the town hall parking lot. Staff will include this in the budget on October 8.

Feasibility Study:

- Staff met with Uptown Services the broadband consultant and finalized the surveys for data collection on community support for municipal broadband. A flyer was posted on the website and social media to let the community know that we will begin our phone poll the week of September 16.

- The phone data will supplement in-person interviews and other outreach efforts that are part of the assessment. We are hoping for 400 – 500 interviews.
- Once we complete the survey, we will schedule the broadband committee to meet and discuss the results and strategies.

Art Wall & Mural - The process continues to move along on this project. The next steps are:

- The call for artists is due September 19. We have advertised in all local newspapers, online and are collecting applications.
- We are working with the consultant on a 2020 budget that staff will present on October 8.

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

- September 10 – Economic Vitality Committee
- September 11 – Red Development Site Visit
- September 12 – THOR Steering Committee
- September 20 – Home Rule Charter Review Staff Group

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

- September 7 – Eagle River Clean Up

Sincerely,



Brandy Reitter
Town Manager



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager and Department Leads

Date: September 10, 2019

Re: Department Updates for August 2019

TOWN CLERK

- **Communications Committee** (PR Studios, Jessica Lake, Erin Ivie, Bill Shrum)
 - August 8, 2019 Communications Meeting
 - August 15, 2019 Website Pre-Launch Meeting
 - August 22, 2019 Eagle Today
- **Licenses**
 - BUSINESS: Issued 2 Business License Renewals in April; YTD: 424 Licenses issued
 - LIQUOR:
 - Renewal Owashi Hotel and Restaurant
 - Renewal Pastatively Hotel and Restaurant
 - Report of Changes Primavera Liquors
 - Renewal Eagle Ranch Wine and Spirits
 - Report of Changes 7 Hermits Brewing Company
 - MARIJUANA:
 - Renewal Sweet Leaf Pioneer Medical Marijuana Center Renewal and Medical Marijuana Cultivation
- **Website – www.townofeagle.org**
 - Ask the Town questions: 8 (all questions are responded by the Town Clerk or appropriate staff)
 - Topics:
 - Clarification needed on paperboard recycling options
 - Information needed on disposal of washing machine
 - Refresh of Website Design with Civic Plus live on August 21st.
- **November 5, 2019 Coordinated Election**
 - Petitions were due August 19th.
 - Town Clerk did the “lot drawing” for order of names on the ballot on August 23rd.
 - Prepared Resolution for Board adoption of candidates.
 - Staff will create nomination process for appointment of remaining candidates.

MUNICIPAL COURT

- Court Dates August 13 and 27.

August Citations Issued

Animal Control	0
Misdemeanor	2
Parking	5
Traffic	15
Total	22

August Dispositions (Court Appearances)

Animal Control	5
Misdemeanor	4
Parking	8
Traffic	10
Total	27

Outstanding Fines and Fees by Date:

Current	\$1,833.25
1-30 Days Past Due	\$385.00
31-60 Days Past Due	\$245.75
61-90 Days Past Due	\$650.00
91-180 Days Past Due	\$4,281.50
Over 180 Days Past Due	\$20,016.03
Total	\$27,411.53

Receivable Budget YTD

2019 Budget	\$45,000.00
Year to Date	\$29,388.13
Variance	\$15,611.87

EAGLE POLICE DEPARTMENT

TO: Town Manager Brandy Reitter
FROM: Chief Joey Stauffer
DATE: September 4, 2019
RE: Summary of August, 2019

Calls for Service- 1,153 (August 2018 = 803; August 2017 = 947)

Community Policing- Lemonade Stands, COPS & Ice Cream, Sticker Bombs and more notes to follow....

Events- Our Community Table, National Night Out, Empty Bowls and Show Downtown.

Notes- Your Eagle Police Department continues to observe increased calls for service in 2019. August continued with this trend with increases in traffic crashes, trespassing reports, intoxicated subjects, alarms, animal complaints, agency assists and suspicious person/vehicle contacts. The number of harassment calls, criminal mischief incidents, found property claims, theft reports and investigative follow-up doubled from August, 2018. There were also additional customer service calls from 2018, which include VIN checks and customer assists. EPD noted a decrease in the number of suicidal calls, civil assists, parking complaints and abandoned vehicle reports.

Consistent with summer and back to school activities, EPD continues to focus on community-oriented policing opportunities as well as response to community service requests in designated areas. School patrols initiated at the end of this month, which proved valuable in our education efforts. Business checks, foot patrols and vacation home checks continued at a steady pace. Although reported traffic complaints remain as a focus, mitigation efforts have proven effective. The visibility of patrol vehicles has yielded positive results in certain neighborhoods. When time allows, officer have been able to focus on areas denoted by community members as problematic. A recent REDDI report also netted a dangerous intoxicated driver who was risking the lives of others as he drove over 100MPH. EPD continues to note an increase in contacts with juveniles, which have generally resulted in "sticker bombs" or officers enjoying a special treat from our young entrepreneurs!

Summary of Investigations and Other Notes of Significance-

1st Degree Trespass. Items stolen from unlocked vehicle. Under investigation.

1st Degree Trespass. Purse stolen from unlocked vehicle. Leads exhausted.

Aircraft. No violation of FAA rules for subject who built motorized hand glider. Educated about prohibitions of streets/parks.

Assist. EPD officer responded to assist deputy in Gypsum on a report of a disturbance involving a subject with the knife.

Assist. EPD officer responded with deputy on a reported burglary in progress involving a male who forced open a bedroom door.

Business License. EPD Officer educated a traveling vendor selling furniture how he could get a business license.

Citizen Assist. Transient harassing customers at a business. EPD procured a Bustang bus ticket, as subject wished to go to Denver.

Crash. Vehicle crashed into a natural gas pipe. Parts of Castle neighborhood was evacuated until Black Hills shut off gas.

Crash. Vehicle rolled over deer fence came to rest in visitor center parking lot. Occupants transported to hospital.

Crash. Vehicle v. pedestrian in parking lot. Vehicle left area. Minor injury. Under investigation.

Criminal Mischief. Vandalism. Under investigation.

Disturbance. Female was trespassed from district attorney's office.

Disturbance. Tow operator and vehicle owners. Officer and deputy defused. Referred to civil court process.

Domestic Assault. Victim treated at medical center. Suspect fled area. Warrant issued.

Domestic/Harassment. Warrant issued. EPD located subject. Arrested.

Domestic/Stalking. Warrant issued. EPD continues to track suspect who remains out of state.

DUI. REDDI report from motorists of vehicle coming into Eagle at speeds over 100 MPH. Contacted. Driver arrested.

Employee Theft. Business owner has since elected to handle it through civil process.

Fire. EPD closed I-70 WB for vehicle fire, which remained closed for about 45 minutes.

Harassment. Subject summonsed after he contacted and harassed witness, minutes after being told by police to cease all contact.

Hit & Run. Fire hydrant damaged. Leads exhausted.

Intoxicated Adult. Medical response and evaluation.

Juvenile Disturbance. Town park between "big" kids and "little" kids. Mediated.

Medical. Intoxicated adults X2.

Menacing. Subject identified. Under investigation.

Mental Health. Subject located and evaluated for mental and behavioral health. Provided resources to reunite with family.
MIP. Juvenile with marijuana in vehicle.

Missing Adult. Eagle resident last seen in Glenwood located when he returned to family's home in Eagle several days later.

Motor Vehicle Theft. Vehicle parked in Eagle. Last noted to be in the Denver area. EPD working with front-range PD.

Open Container. Subject continued to be untruthful with officers. Summoned for open container. Warned for obstruction.

Procuring/Fraud. Phone order to restaurant. Juveniles tracked from number. Handled civilly between business and parents.

Restrained DUR. X2

Suicidal Ideations. Juvenile and parents contacted. Services rendered.

Suicidal. Subject located. Medical units responded. Transported to hospital.

Suicide. Agency assist for a suicide at the jail.

Theft. Unlocked bicycle at school.

Traffic Safety. Subject stopped and summoned for failure to yield to pedestrian in crosswalk. Also summoned for no insurance.

Trespassing. Transient trespassing on playground at church. Resources provided. Trespassed from property.

Warrant. CBI flagged suspect. EPD observed vehicle belonging to suspect. Traffic stop conducted. Arrested on warrant.

Warrant. Officer observed vehicle. Owner known to be restrained. Stopped and owner also had a warrant. Arrested.

Warrant. Other LE agency called to report they tracked a female to Burger King. Located. Arrested.

Warrant/Resisting/Obstruction. Foot pursuit of man located who had outstanding warrant. No injury to officers after resisting.

Welfare Check. Subject located. Serves rendered.

Training- Inservice Firearms and Defensive Tactics training.

Grants- EPD is in collaboration with other local law enforcement on an Office of Behavioral Health grant to fund the co-responder model program with the Hope Center. Chief Staufer completed his letter of support on behalf of EPD to OBH.

Noteworthy Items- EPD received several notes of great service! Several officers were recognized with EPD "Nice Work!" supervisory forms after messages were left for Chief Staufer regarding great customer service work. Chief Staufer also received feedback regarding recent activities by patrol members while attending Our Community Table. The common theme was great communication and quality service. A new family to Eagle was so impressed by their contact and interaction with our dayshift officer that the family made a \$500 donation to the Shop With A Cop charity fund!

Sgt. Buhlman was EPD's reprehensive for the 2019 Empty Bowls event, benefiting Salvation Army.

What happens when there is a small break in between calls for service and our team has a little bit of free time? Great stuff! Officers have been doing a great job of building relationships with our youth. In addition to our lemonade stands project, sticker bombs and community excellence awards, officers have played football at Town Park, had a sidewalk chalk competition, visited with youth at the BMX park and one officer even took several minutes to aid with fishing at the Eagle Ranch pond (where he got an earful of sadness because summer break was almost over).

Our police academy sponsored recruit began the academy at the end of this month. Carson Patterson hit the law books last week and is excited for his 4-month academy process.

National Nigh Out was a great success! ECSO, EPD and other first responders partnered for another successful community NNO event at the Brush Creek Pavilion. Chief was challenged to be "dunked" in the dunk tank for charity (another \$500 raised – thank you Mick and James!). Our Town Manager then said she would add another \$100 to the EPD budget for each additional dunk tank experience...so Chief went back ten more times for his \$1,000 allowance.

Officer Hinton served his last day with the Town of Eagle in August and took a position in the insurance industry. He moved to Texas, in part for a more reasonable cost of living and to take a break from the stress of police work.

Grand Avenue/Eby Creek is becoming known as the Bermuda Triangle. The portion of the guard rail at the sidewalk was taken out yet again by a truck this month.

An observant witness saved the Town over \$6,000 in liability! A witness called in a description of the vehicle and the license plate of a truck which demolished our new pedestrian LED crossing sign near Loaf N Jug and took off on I-70. EPD was able to track the vehicle and eventually, the driver, who was summonsed.

Unfortunately, EPD will lose another officer to the Town of Avon. SRO Gaspard served her last day with the Town of Eagle on September 2, 2019. Our Town Manager & Chief is working to implement items from the 2020 recruitment and retention plan in order to bump the Town to a level where we are able to attract lateral (experienced) police officers, while rewarding our current honorable staff with some perks.

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

COMMUNITY DEVELOPMENT DEPARTMENT

The following provides a summary of the primary activities and/or project updates of the Community Development Department (please note, this is not all-inclusive):

CURRENT PLANNING PROJECTS

- Pre-Apps (meetings held every Thursday afternoon):
 - 1 Annexation
 - 1 Mixed-Use Projects in Broadway District
 - 2 Special Use permits, Broadway & Chambers
 - 1 Commercial Project in Broadway District
 - 1 Residential Subdivision Plat
 - 1 Commercial Project in North Interchange Area
- Development Review Process:
 - 106 Broadway mixed use project
- Recent Development Permits Issued:
 - Eagle Landing Phase II Townhome Plat Review
 - 700 Chambers Ave Lots 3 & 4 Mixed-Use Development Permits issued
- Continued work on RMR and Hocket Gulch annexations, PUD rezonings, and Prelim/Final plats (Carrie McCool)
- Brush Creek Road Extension work
- Red Canyon Ranch townhomes parking issue analysis and options to address.
- Code enforcement as allowed: Notices issued on 4 properties; 2 issues closed.
- In progress: Assessing Development Review process and working towards improvements and clear expectations for internal staff external customers/development community.

LONG-RANGE PLANNING/SPECIAL PLANS

- Elevate Eagle and Land Use Code Update project management back to Comm Dev as lead. Working with consultants on continued progress.
 - Comp Plan anticipated final approval Jan 2020.
 - 1st draft of chapters 1-3 due to staff for review in early September Next month's update will include tentative schedule of document prep and remaining meetings/process.
 - Land Use Code anticipated approval June 2020. Code and Development Review Process Modernization.
- Hwy 6 Corridor Plan RFP schedule: will drafted Fall 2019 and distributed with intent of Plan being done in 2020.
- Pool & Ice Rink Master Plan process involvement.

ECONOMIC DEVELOPMENT EFFORTS

- Continue working with Broadway Leadership Group and Assistant to Town Manager on downtown development.
- Outdoor Rec/Innovation Summit – assisting with coordination of event.
- Work collaboratively with Assistant Town Manager on economic development efforts.

CODE UPDATES/POLICIES

- Considering: Mobile Vendors, Air B&B's

ADMINISTRATIVE

- Have received 5 applications for Planner II/III position.
- Working on 2020 budget development.
- Get to know staff/team roles and coordination with other departments, especially Public Works/Engineering.

MISCELLANEOUS

- EQR Table Implementation Project – to TBOT in September.
- Maintained monthly invoicing and reimbursable expenses.
- Haymeadow Reimbursable Agreement Update.
- Review addressing policy and procedure.
- Committee/Major Meetings: P & Z Commission, TBOT, Economic Vitality Committee, Downtown Business Alliance

NEXT MONTH/UPCOMING COMM DEV

- Director to establish one-on-one meetings with all department heads.
- Economic Development – Business Retention Survey review and establish process.
- Begin working on Economic Development Tools for Town and Plan for econ dev.
- Comprehensive Plan Staff Reviews – will have two drafts to review in September; goes to steering committees in early October.
- Meet & Greet event 9-5 for Developers/contractors to meet the Team and get to know one another (evening event).
- Assist on Home Rule items as needed.
- Numerous meetings for Director to get introduced to various people, agencies, partners, etc.
- Committee/Major meetings: P & Z Commission 9-3 & 9-17; TBOT 9-10 & 9-24; Pre-App mtgs every Thursday afternoon; Downtown Business Alliance 9-4; EVC Meeting 9-10 & 9-24.
- Work on 2020 Budget.
- Attend Outdoor Environment Workshop in Denver morning of 9-5.
- Attend Downtown Colorado, Inc./CO APA Chapter's Small City Big Ideas Workshop in Manitou Springs all day 9-10.
- Attend CO Chapter of American Planning Association's State Conference 9-18 thru 9-20.
- Review job descriptions vs actual roles, etc.
- Land Use Agreements for Comcast fiber build project.

BUILDING DEPARTMENT

- General coordination of contractors and projects
- Participation in Development Review Team meetings as needed
- Plan review and inspection services for pending and active permits
- Refine processes and procedures
- Work with the Town of Gypsum Building Department for Electrical Inspection Services
- 56 electrical inspections completed in August

The chart below shows the number of inspections conducted and building permits issued for the current month, the previous month, and the year to date.

Building Department Activity 2019						
	May 2019	June 2019	July 2019	August 2019	YTD 2019	YTD 2018
Number of Inspections	200	151	213	240	1098	907
Number of Permits Requiring Plan Review	16	36	14	14	*	*
Number of Building Permits	20	36	25	18	159	226*
<i>ALL Commercial</i>	2	4	6	0	25	10
<i>SF Detached Residential</i>	2	4	0	2	11	17
<i>Multi-Family & Attached SF Residential</i>	0	1	0	0	12	17
<i>Residential Remodel/Addition/Basement Finish</i>	16	27	11	15	102	30

*YTD Plan Review Data Unavailable

* 2018 YTD data reflects separate MEP permits included in permit count (total of 140 as of August 2018)

- Major Construction Projects Under Review and Oversight:
 - Lower Basin Water Treatment Plant
 - Eagle Landing at Brush Creek
 - Soleil Homes
 - Outwest Drywall
 - Library Expansion
 - 210 Freestone (Eagle Ranch Apartments)
 - SweetLeaf Pioneer Relocation
- Upcoming Activities for September and October 2019:
 - Integration of Public Works inspections for new construction in Community Core
 - Continue department audit of best practices, policies, and procedures
 - Continue customizing Community Core Solutions
 - Records retention, relocation and archiving project for upcoming THOR project.

ASSISTANT TO THE TOWN MANAGER

- So far this year: wrote applications for \$102,250 in grants; \$56,750 awarded.

Elevate Eagle Comprehensive Plan and Land Use Code update

- Outreach event at Show Downtown to discuss the Comprehensive Plan and Land Use Code
- Working with Downtown Broadway businesses to develop a forum sharing their perspective on Downtown design guidelines
- The first three chapters of the draft comprehensive plan were shared for internal review and feedback.
- The new Community Development Director, April Kroner, will take over Elevate Eagle leadership

Economic Vitality and Development Work

- The Town is working with Downtown Colorado Inc. to host a 2-day Community Assessment event Sept. 24th and 25th. This event will bring in outside experts to help advise businesses and property owners throughout Eagle, creating a road map for integrated economic strategy.
- Helping to organize the Outdoor Innovation Summit Oct. 10th, bringing local outdoor recreation and technology businesses together for industry discussions hosted by local business owners and featuring industry veterans, start-up owners, venture capitalists, and state officials.
- Economic Vitality Committee met twice and is very active on different projects that are being discussed in multiple areas of town.
- Downtown Business Alliance (the Downtown Broadway 501c3 group), has had multiple meetings and awaiting notice of their 501c3 status.

Project THOR

- CDOT has been very favorable in working with NWCCOG for Project THOR and has granted the Town's request for access to the I-70 splice point and conduit at the Eby Creek roundabouts. This will result in a much more durable and secure line into Town Hall and potentially save the Town build out costs from the initial projections.
- Met with Bonfire and Mammoth Networks to discuss the final buildout design for the basement of Town Hall to accommodate the Meet Me Center. We are stacking construction needs to efficiently install the MMC as well as prepare for easy access from private entities.
- Uptown Services is preparing a town-wide survey the week of September 16th to access the market and opinion of local broadband needs.
- The town website has a landing page for all things broadband at www.townofeagle.org/broadband. [Updates to the feasibility study, Project THOR, the broadband committee, and information about Comcast will be available here.](#)

Communications Plan / Website / Social Media

- The Town has a new website! The refresh from CivicPlus will help streamline the most used features of the Town website, bring new projects and initiatives to the forefront for easy location, and improves language and other accessibility needs for use by all citizens.

Alpine Lumber Art Wall on Eby Creek Road

- The call for entries was published and initial submissions are due September 19th.

- The next review meeting scheduled for September 26th where committee members will review the applications and narrow down the list of submissions to commission a scale model proposal of their final work.

Pool-Ice Rink Recreation Campus Master Plan Process

- The Haymaker Trailhead Campus Master Plan is compiling citizen feedback to inform a series of draft design proposals to be shared in September. Online and in-person feedback as well as stakeholder assessment will be distilled to further refine one key proposal.

PUBLIC WORKS

LBWTP Construction

- Form, Rebar, and Pour Settled Water and Raw Water Channels in Water Treatment Plant
- Form, Rebar, and Pour Concrete Intake Structure
- Set Roof Joists in Raw Water Pump Station
- Masonry Veneer Finished on Raw Water Pump Station.

Next four weeks:

- Continue forming and rebar install of Slab Decking and Beams in Treatment Building
- Install Wood blocking and Parapet Cap on Raw Water Pump Station Roof
- Install Roofing at Raw Water Pump Station
- Coanda and Intake Structures to be done 8/15 to 9/30

Wastewater Water Treatment Plant Roof Construction

- Construction completed
- Advertised for final payment

Cemetery Tank

- Construction documents are being developed

Violet Lane

Construction:

- Private property and Eagle County assessment acquisition are complete
- Union Pacific Railroad ownership and right-of-way easement are anticipated to be completed in the next few weeks
- Brush Creek crossing is complete
- Railroad crossing is complete

Public Works Staff

- Sweeping streets
- Source Water Protection Plan Stakeholder meeting is being held Monday, 9/16/19 @ 1 pm at Town Hall
- Water Efficiency Plan is 75% complete
- RRFB's on Chambers Ave & Eby Creek "flashing lights" are being delivered
- Paving was finished on Capitol St and Terrace subdivision pedestrian crossings are complete
- Pedestrian path estimate is being received
- Sewer flushing is 50% complete
- Storm sewer cleaning is starting 9/16/19

Grand Avenue Study

- Began initial RFP document in the summer 2019

HUMAN RESOURCES

Benefits

- Open wellness biometric testing window for new hires, planning for annual testing – 3 tested
- Researching 2020 Benefits options/renewal

Budget: continued compensation and benefit market research for 2020 budget.

Recruiting: 6 positions open, 2 filled, one offer to Mechanic countered, lost candidate

- 2 Pending offers, interviews and references completed for Mechanic and Water Operator
- Collaborating with Police for retention and hiring strategies
- Posted:
 - Mechanic
 - Planner II or III
 - Special Events Manager
 - Police Officer
 - Water Plant Operator
- 3 new hire orientations conducted, paperwork processed
 - Com. Dev. Director-Town Planner
 - Police Cadet
 - Maintenance Worker Streets

Policies: Handbook Roll out Department Meetings completed for Police, Leadership Team, and Com. Dev. Other departments scheduled for Sept.

Risk Management Safety and Work Comp

- CIRSA Property Audit coordinated with Loss Control representative working on suggested remedy's with Public Works
- Attended Safety Quarterly meeting
- Manage 4 Cirsa Claims, address-investigate 1 Pavilion incidents/complaint
- Manage 2 work comp claims

Other

- Exit Interview conducted for Police
- Assist with All Employee Picnic

GENERAL ADMINISTRATION – FINANCE

Accounts Payable

ACCOUNTS PAYABLE: INVOICES PAID				
	2018	2019	VARIANCE	
JANUARY	258	303	45	17.4%
FEBRUARY	272	254	(18)	-6.6%
MARCH	304	326	22	7.2%
APRIL	299	215	(84)	-28.1%
MAY	260	275	15	5.8%
JUNE	151	298	147	97.4%
JULY	460	414	(46)	-18.0%
AUGUST	415	220	(195)	-69.4%
YEAR TO DATE	2,419	2,305	(114)	-4.7%

Administration

- Employee Handbook: Began implementation of the payroll related changes in the new employee handbook.
- 2013 Water Enterprise Revenue Refunding Bond: Submitted financials and certificate of compliance to meet the terms of the loan.

Budget

- Operating budget review meetings were held with staff August 5th-9th
- Fee schedule revisions were due to Finance on August 9th
- Work has begun putting together a preliminary rough draft of the 2020 budget for work sessions on September 11th and 12th

Training

- The Xpress Bill Pay user group in Breckenridge was attended by the Utility Billing Specialist in an effort to learn about new features and tips to make Town processes more efficient.
- Caselle offered complimentary online training for Utility Management Transactions and Adjustments which staff took advantage of.

Payroll/HR

- New Positions:
 - New hire Caselle setup – 1 employee – Police Cadet
- Retirement:
 - Town contributions were added for 1 employee at their one-year anniversary

Utilities

- New Accounts Set Up – 1
- Property Transfers – 23
- Researched lockbox opportunities to manage the receipt of utility payments.

INFORMATION CENTER

Visitors:

- 2106 visitors signed in at the Visitor Center, slightly down from last month.
- 47% increase from August 2018
- 35% decrease in visitors, year over year, is directly related to the “Rest Area” Signage Removal in 2017. Parking has improved since the river is down and signs have been installed.

VISITOR NUMBERS

2015		2016		2017		2018		2019	
Month	# of guests	Month	# of guests	Month	# of guests	Month	# of guests	Month	# of guests
Jan	597	Jan	906	Jan	680	Jan	835	Jan	333
Feb	753	Feb	866	Feb	878	Feb	849	Feb	509
Mar	1,508	Mar	2,071	Mar	2,161	Mar	1,645	Mar	894
April	1,808	April	2,422	April	2,599	April	1,390	April	927
May	2,932	May	4,434	May	3,774	May	3,340	May	1,871
June	4,647	June	5,794	June	4,784	June	5,617	June	2,608
6 month total	12,245	6 month total	16,493	6 month total	14,876	6 month total	13,676	6 month total	7,142
July	5,200	July	6,641	July	4,412	July	2,286	July	2,122
August	4,220	August	5,233	August	4,167	August	1,432	August	2,106
Sept	3,588	Sept	5,227	Sept	3,891	Sept	1,335	Sept	
Oct	1,981	Oct	3,575	Oct	2,751	Oct	1,111	Oct	
Nov	983	Nov	1,620	Nov	1,397	Nov	649	Nov	
Dec	866	Dec	1,170	Dec	1,163	Dec	581	Dec	
6 month total	16,838	6 month total	23,466	6 month total	17,781	6 month total	7,394	6 month total	4,228
Annual Total	29,083	Annual Total	39,959	Annual Total	32,657	Annual Total	21,070	Annual Total	11,370
		Year over Year Change	37%	Year over Year Change	-18%	Year over Year Change	-35%	Year over Year Change through June	-35%

Referrals:

- There were 115 referrals made to local businesses. The staff is continuing to do a great job at driving business to all Eagle locations.
- 102% increase compared to August 2018, and a 27% decrease year to date which corresponds to visitor numbers.
- The Sylvan Lake closure continues to impact the number of visitors drawn to Eagle to vacation rather than just passing through.

REFERRALS MADE TO LOCAL BUSINESSES														Year over Year Change
YEAR	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL	
2015							94	119	89	92	23	29	446	
2016	29	28	82	59	153	165	185	170	157	126	77	21	1,252	181%
2017	17	41	111	128	117	132	169	136	237	94	122	41	1,345	7%
2018	47	55	85	90	99	185	96	57	100	66	55	21	956	-29%
2019	32	28	12	55	73	89	130	115					534	-25%

Revenue:

- August sales totaled \$ 14,881.43, up 6% from last month.
- 5% decrease compared to August 2018
- 36% decrease in year to date revenue

EAGLE INFORMATION CENTER REVENUE COMPARISON

YE AR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	\$3,735	\$4,675	\$6,831	\$9,180	\$14,113	\$22,980	\$21,960	\$21,659	\$20,198	\$12,606	\$7,468	\$6,976	\$152,381
2013	3,938	3,565	7,478	9,407	17,338	23,131	24,266	19,395	19,522	11,294	6,614	7,314	153,262
	5%	-24%	9%	2%	23%	1%	11%	-10%	-3%	-10%	-11%	5%	1%
2014	2,960	3,280	4,056	9,381	17,279	21,467	21,436	20,178	19,735	12,838	6,829	10,883	150,322
	-25%	-8%	-46%	0%	0%	-7%	-12%	4%	1%	14%	3%	49%	-2%
2015	5,461	5,454	11,327	12,977	24,261	30,321	37,186	31,533	25,678	20,771	9,665	13,128	227,762
	84%	66%	179%	38%	40%	41%	73%	56%	30%	62%	42%	21%	52%
2016	6,251	5,199	12,411	15,705	24,972	34,688	39,160	31,997	32,411	22,300	10,364	11,728	247,186
	14%	-5%	10%	21%	3%	14%	5%	1%	26%	7%	7%	-11%	9%
2017	4,772	6,492	14,448	15,930	24,435	30,289	32,217	29,178	27,441	19,812	11,169	14,083	230,266
	-24%	25%	16%	1%	-2%	-13%	-18%	-9%	-15%	-11%	8%	20%	-7%
2018	5,049	6,281	13,080	11,417	22,525	33,115	16,137	15,678	11,083	9,178	6,306	10,945	160,794
	6%	-3%	-9%	-28%	-8%	9%	-50%	-46%	-60%	-54%	-44%	-22%	-30%
2019	3,313	4,862	6,501	7,027	12,357	16,013	14,030	14,881					78,985
	-34%	-23%	-50%	-38%	-45%	-52%	-13%	-5%	-100%	-100%	-100%	-100%	-36%

Consignors:

- We are continuing to update our consignors. We currently have 15 active consignors.

OPEN SPACE DEPARTMENT UPDATE (SEPTEMBER 2019)

1. Haymaker Trail temporary closure for Haymeadow water line construction - The waterline construction near the first loop of Haymaker has been completed, and the Haymaker Trail is now fully open again.
2. New Trail construction - The BLM has completed their environmental assessment for the extension of the Boneyard Trail and a new descent trail tying into the end of Haymaker. The Town has assisted with trail alignment planning and permitting. Construction is expected to start in September or early October, using volunteer labor and equipment donated by the Vail Valley Mountain Bike Alliance, Hardscrabble Trails Coalition, and Adopt-A-Trail program.
3. Volunteer Trail Maintenance - Staff continues to lead volunteer events in coordination with the Eagle County Adopt-A-Trail program. Repairs to the Haymaker descent were made in August.
4. Special Events - Staff is coordinating with the Haymeadow developer, Public Works, and Colorado Cycling League representatives to build a new start/finish loop in preparation for the high school mountain bike championship races on October 5-6.
5. BLM Recreation Manager Conference - Open Space staff presented at a national BLM conference held in Gypsum and Glenwood Springs. The BLM Silt office asked the Town to present our municipality/BLM partnering success story for completing new trail projects on the Hardscrabble and East Eagle SRMA's.
6. New Open Space acquisition opportunity - Town staff is assisting Eagle County Open Space and the Eagle Valley Land Trust on a GOCO grant for a possible land acquisition up Brush Creek.

Lower Basin Water Treatment Plant

Project Progress Report – September 10th, 2019

SAFETY

Total manhours worked to date = 30,000+

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

SCHEDULE

Project schedule update provided to team on September 5, 2019

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

PROJECT FINANCIALS

Payment Application #13 submitted and approved.

Preconstruction Contract Amount	\$638,062
Original Construction Contract Amount	\$22,938,752
Change Orders Approved to Date (CO's 1-5)	\$180,217
Overall GMP Including Approved CO's	\$23,118,969
Change Orders Approved to Date	5
Payment Applications Submitted	13
Amount Billed to Date	\$6,164,824

PROJECT UPDATE SUMMARY

- Form, Rebar, and Pour Settled Water and Raw Water Channels in Water Treatment Plant
- Form, Rebar, and Pour Concrete Intake Structure
- Set Roof Joists in Raw Water Pump Station
- Masonry Veneer Finished on Raw Water Pump Station.

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Continue forming and rebar install of Slab Decking and Beams in Treatment Building
- Install Wood blocking and Parapet Cap on Raw Water Pump Station Roof
- Install Roofing at Raw Water Pump Station
- Coanda and Intake Structures to be done 8/15 to 9/30

PROJECT PHOTOS – SEE NEXT PAGE

PROJECT PHOTOS

Intake Structure 9/3



RWPS with Masonry Veneer 9/3





To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: September 10, 2019

Agenda Item: New Beer and Wine Liquor License for Katch of the Day LLC, Kathleen Conner Owner

REQUEST: Katch of the Day LLC, which is owned by Kathleen Conner is requesting a new Beer and Wine License for the location at 228 Broadway Street.

BACKGROUND:

1. Application and fees were initially submitted on July 29, 2019.
2. Application was deemed sufficient on July 30, 2019.
3. Notice was posted on the premises for 10 days prior to this hearing and published in the newspaper on August 29, 2019.
4. A CBI/FBI Fingerprint Background Check was performed with results indicating no records found for applicant.

ANALYSIS: The standard requirements for this request have been met pursuant to state and local rules. Title 44, Article 4 or 3, C.R.S., and Liquor Rules.

COMMUNITY INPUT: A Public Notice was posted on the premises and was published in the newspaper at least 10 days prior to the hearing soliciting public input. No comments, objections or remonstrances were received prior to this meeting.

BUDGET / STAFF IMPACT: The Budget impact will increase revenues for the liquor license application fee in the amount of \$1048.75 and annually for renewals in the amount of \$148.75. This is also a new retail business with intention to generate sales tax.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Processing new applications for new business supports the Town's Major Objective #5 as it relates to economic vitality. Municipal Code outlines the process within Title 5, which both the Town Clerk and Police Department followed in the review of this application.

RECOMMENDED ACTION OR PROPOSED MOTION: Mayor will open this item for Public Comment.

Board Action: Motion to APPROVE or DENY the Findings and Order approving a new Beer and Wine License for Katch of the Day LLC, located at 228 Broadway.

AND

Second Motion to adjourn from the Liquor License Authority and reconvene the Regular Meeting as the Board of Trustees.

ATTACHMENTS:

1. 2019 STATE APPLICATION CONCURRENT BOARD REDACTED PACKET VERSION
2. Katch Petition 8.21.2019

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Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information ☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☐ C. License type or other transaction identified ☐ D. Return originals to local authority ☐ E. Additional information may be required by the local licensing authority ☐ F. All sections of the application need to be completed
II.	Diagram of the premises ☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☒ E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) ☒ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☒ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant ☐ D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents ☒ A. Individual History Records(s) (Form DR 8404-I) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentGO. The Vendors are as follows: IdentGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 303-292-2722 Toll Free: 833-224-2227 ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) ☐ A. Form DR 4679 ☒ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) ☒ A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office ☒ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation ☐ D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII.	Partnership applicant information (if applicable) ☐ A. Partnership Agreement (general or limited). Not needed if husband and wife ☐ B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) ☒ A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) ☒ B. Certificate of Good Standing ☐ C. Copy of operating agreement ☐ D. Certificate of Authority if foreign company
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application ☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☐ C. If owner is managing, no fee required

Name Katch of the Day, LLC	Type of License Beer and Wine - City	Account Number
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7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes ☐	No ☒		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?	☐	☒		
(b) Had an alcohol beverage license suspended or revoked?	☐	☒		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	☐	☒		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒		
or Waiver by local ordinance? ☐ ☐ Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐		
13b. Are you a Colorado resident?	☒	☐		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.	☐	☒		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement? ☐ 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 Seikcor Properties, LLC	Tenant Katch of the Day, LLC	Expires 07/31/20		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒				
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, 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.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☐				
Number of additional Optional Premise areas requested. (See license fee chart)				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☐ If "yes" a copy of license must be attached.				

Name Katch of the Day, LLC	Type of License Beer and Wine - City	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		☐ ☐		
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		☐ ☐		
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		☐ ☐		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		☐ ☐		
22. Campus Liquor Complex applicants answer the following:				
(a) Is the applicant an institution of higher education?		Yes No ☐ ☐		
(b) Is the applicant a person who contracts with the institution of higher education to provide food services?		☐ ☐		
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager N/A	First Name of Manager			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
		☐ ☐		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex?		Yes No ☐ ☐		
If yes, please provide a map of the geographical location within the Campus Liquor Complex.				
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager N/A	First Name of Manager			
26. Tax Dstraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax dstraint issued to them by the Colorado Department of Revenue?				
If yes, provide an explanation and include copies of any payment agreements.		☐ ☐		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Kathleen Conner	Home Address, City & State 710 Bull Run, Eagle, CO 81631	DOB 05/26/77	Position Owner	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name Katch of the Day, LLC		Type of License Beer and Wine - City		Account Number	
Oath Of Applicant					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature 		Printed Name and Title Kathleen Conner, Owner		Date 7/29/19	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority July 29, 2019		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) September 10, 2019			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
☒ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority					
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?					Yes ☐ No ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?					Yes ☐ No ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					Yes ☐ No ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for Town of Eagle		Telephone Number 9703289623		☒ Town, City ☐ County	
Signature	Print	Title	Date		
Signature	Print	Title	Date		

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made by and between **Seikcor Properties** (hereinafter referred to as "Lessor") and **Katch of the Day, LLC** (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situate in **Eagle County, Colorado**, such real property having a street address of **228 Broadway, Eagle CO 81631**.

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of **1 Year**, such term beginning on **August 1, 2019**, and ending at 12 o'clock midnight on **July 31, 2020**.
2. **RENT.** The monthly rent for the term hereof is the sum of **\$800.00** payable on the **1st** day of each month of the term; the second installment to be paid on **August 1st, 2019**. All such payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum off **Five hundred DOLLARS (\$500)** receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
4. **USE OF PREMISES.** The tenant shall use and occupy the **front right unit** for commercial purpose of **Wine Bar and Market**. The real property shall be used for no other purpose.
5. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make **no alterations to the exterior of the building or any common areas**. No major improvements may be made to any shared utilities or construction to the Premises without the prior written consent of Lessor. Any and all minor alterations, changes, and/or improvements to said unit on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** **Monthly rent includes utilities such as Electric, Gas, Water, Sewer and Trash.**
11. **MAINTENANCE AND REPAIR; RULES.** Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;

(f) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;

(g) Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(h) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSURANCE.** Lessee, at Lessee's expense, shall maintain plate glass and public liability insurance including bodily injury to Lessee, or any other person, or to any property damage insuring Lessee and Lessor with minimum coverage. **Seikcor Properties is not responsible for Lessee's property. Lessee may choose the insurance for their business.**

14. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

15. **SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at **\$850.00** per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

18. **Smoking.** No smoking allowed under any circumstances.

19. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury to tenant, employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

20. **DEFAULT.** If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement.

If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.

21. **LATE CHARGE.** In the event that any payment required to be paid by Lessee hereunder is not made within **five (5)** days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of **fifty dollars (\$50.00)**.

22. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of reentry is exercised following

abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

23. ATTORNEYS' FEES. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. RECORDING OF AGREEMENT. Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

26. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

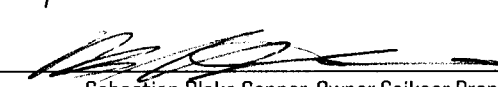
28. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

29. NON-WAIVER. No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

30. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed and agree to the above terms:

Witnesses: "Lessor"  7-29-2019
Kathleen Conner, Owner Seikcor Properties Date

Witnesses: "Lessor"  7/29/19
Sebastian Blake Conner, Owner Seikcor Properties Date

Witnesses: "Lessee"  7-29-2019
Katch of the Day, LLC, Kathleen Conner, Owner Date

Lessee Contact Info: 714-721-8573 - 710 Bull Run, Eagle, CO 81631 - kat@katchoftheday.com

Please mail or deliver rent on or before the first of each month to: **Community Banks of Colorado Account #2007690494**
or to **PO Box 873, Eagle CO 81631; Checks payable to Seikcor Properties**

Contact numbers: Kat = 714-721-8573 Blake = 970-306-1903

WARRANTY DEED

THIS DEED, made this 6th day of April, 2018, between

ENCHANTMENT ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY
whose address is 506 Palmas Altas Dr SE, Rio Rancho, NM 87124, GRANTOR(S), and

SEIKCOR PROPERTIES, A COLORADO LIMITED LIABILITY COMPANY
whose address is PO Box 873, Eagle, CO 81631, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of **THREE HUNDRED NINE THOUSAND AND 00/100 DOLLARS (\$309,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, grantee's heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Eagle and State of Colorado, described as follows:

**Lot 19, Block 20, Town of Eagle, Formerly the Town of McDonald,
County of Eagle, State of Colorado**
also known by street and number as: **228 Broadway, Eagle, CO 81631**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtenant, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor, for the grantor, grantor's heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, grantee's heirs and assigns, that at the time of the ensembling and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Enchantment Enterprises LLC, a Colorado limited liability company

By: _____

Ronald F. Beall, Authorized Manager

State of

New Mexico
Bernalillo

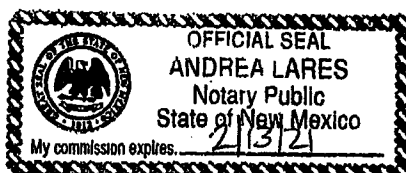
County of

The foregoing instrument was acknowledged, subscribed and sworn to before me this 3rd day of April, 2018 by Ronald F. Beall, Authorized Manager of Enchantment Enterprises LLC, a Colorado limited liability company

My Commission Expires: 2/3/21

Witness my Hand and Official Seal

Notary Public



INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business Katch of the Day, LLC				
2. Your Full Name (last, first, middle) Conner, Kathleen Anne			3. List any other names you have used. Kathleen Lawlor	
4. Mailing address (if different from residence) PO Box 873, Eagle CO 81631				
5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).				
STREET AND NUMBER		CITY, STATE, ZIP	FROM	TO
Current 710 Bull Run		Eagle, CO 81631	Oct 2016	Present
Previous 1552 Cameo Drive		Santa Ana, CA 92705	Oct 2008	Aug 2016
6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)				
NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Kathleen Conner, Self Employed	710 Bull Run, Eagle CO 81631	Graphic Designer	2008	Present
Bonnier Corp	Irvine, CA 92606	Art Director	2006	2016
CN Publisng	Costa Mesa, CA 92626	Production Mngr	2002	2006
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE	
N/A				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.				
☐ Yes ☒ No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.				
☐ Yes ☒ No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

☐ Yes ☒ No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential.
The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 05-26-1977		c. Place of Birth Van Nuys, CA		d. U.S. Citizen? ☒ Yes ☐ No	
e. If Naturalized, State where		f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number	
k. Permanent Residence Card Number		l. Height 5'3"		m. Weight 130	
n. Hair Color Auburn		o. Eye Color Hazel		p. Sex F	
q. Race White		r. Do you have a current Driver's License? If so, give number and state ☒ Yes ☐ No			

14. Financial Information.

a. Total purchase price \$ N/A (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ _____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ 25,000

c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

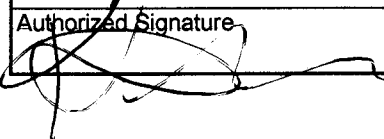
Type: Cash, Services or Equipment	Source	Amount
Cash		\$15,000.00
Cash		\$10,000.00

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Title Owner	Date 7-29-2019
--	----------------	-------------------

Instructions: Please print this document for your records.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 5/7/19

Name: Katch of the Day LLC

Address: 228 Broadway Street
Eagle, Colorado
81631

Sales Tax Account Number: 40415063

Sales Tax Filing Frequency: Quarterly (Under \$300 in taxes/mo)

Wage Withholding Account Number: N/A

Wage Withholding Filing Frequency: N/A

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Katch of the Day LLC

is a

Limited Liability Company

formed or registered on 05/06/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191389087 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/22/2019 that have been posted, and by documents delivered to this office electronically through 07/23/2019 @ 11:15:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/23/2019 @ 11:15:45 in accordance with applicable law. This certificate is assigned Confirmation Number 11698900 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20191389087 of
Katch of the Day LLC

Colorado Limited Liability Company

(Entity ID # 20191389087)

consisting of 3 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/22/2019 that have been posted, and by documents delivered to this office electronically through 07/23/2019@ 11:25:10.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/23/2019 @ 11:25:10 in accordance with applicable law. This certificate is assigned Confirmation Number 11698951.



A handwritten signature in cursive script that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 05/06/2019 11:25 AM
ID Number: 20191389087
Document number: 20191389087
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Katch of the Day LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "L.L.C.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

228 Broadway Street

(Street number and name)

Eagle

(City)

CO

(State)

81631

(ZIP/Postal Code)

CO

(Province – if applicable)

United States

(Country)

Mailing address

(leave blank if same as street address)

PO Box 873

(Street number and name or Post Office Box information)

Eagle

(City)

CO

(State)

81631

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Conner

(Last)

Kathleen

(First)

A

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

710 Bull Run x873

(Street number and name)

Eagle

(City)

CO

(State)

81631

(ZIP Code)

Mailing address

(leave blank if same as street address)

PO Box 873

(Street number and name or Post Office Box information)

Eagle CO 81631
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Conner Kathleen A
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address PO Box 873
(Street number and name or Post Office Box information)

Eagle CO 81631
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.

or

☒ the members.

6. (The following statement is adopted by marking the box.)

☒ There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Conner	Kathleen	A	
(Last)	(First)	(Middle)	(Suffix)
PO Box 873			
(Street number and name or Post Office Box information)			
Eagle	CO	81631	
(City)	(State)	(ZIP/Postal Code)	
	United States		
(Province – if applicable)	(Country)		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

PETITION FOR ISSUANCE OF A BEER AND WINE LIQUOR LICENSE AT THIS LOCATION:
228 BROADWAY, EAGLE, COLORADO

	NAME	PHYSICAL ADDRESS	PO BOX	OVER 21	DATE
1	Bill Shrum	69 Chelsea Ct.	743	Y	7-29-19
2	Carla Nelson	117 Snowgoose	4193	Y	7-29-19
3	Troy Fuller	316 Wall Street #7 Eagle, CO 81631	6275	Y	8-1-19
4	Sarah Parrish	707 Bull Run #1A Eagle CO 81631	6663	Y	8/3/19
5	DOUG PARRISH	707 Bull Run Cr. 1A EAGLE CO 81631	6663	Y	8/3/19
6	Melissa Dombroski	707 Bull Run 1B Eagle CO 81631	4204	Y	8/3/19
7	Adam Hart	707 Bull Run 1B Eagle CO 81631	4204	Y	8/3/19
8	VINCENT CASTORENA	120 SNOW GOOSE EAGLE CO 81631	5293 5293	Y	8/5/19
9	Eva Gisborne	128 Bull Pasture Rd. Eagle, CO 81631	745	Y	8/6/19
10	Bryan Gisborne	128 Bull Pasture Rd. Eagle, CO 81631	745	Y	8/6/19
11	BADEN BECKSON	317 Brush Creek Ter. Eagle, CO 81631	1377	Y	8/6/19
12	MELISSA REED	104 Oxbow Ct Eagle, CO 81631	4351	Y	8/8/19
13	Talia Finnegan	719 B Bull Run, Eagle CO 81631	6281	Y	8/8/19
14	GREG SCHROEDER	6 CONDOR DR. Eagle CO 81631	5589	Y	8/8/19
15	Ken Doust	701 Bull Run	3634	Y	8/8/19
16	Whitney Bradshaw	264 Ringneck	5648	X	8/8/19
17	JUSTIN BRADSHAW	264 RINGNECK	5648	Y	8/8/19
18	MARLYN TOPOR	170 Sawmill Circle	5612	X	8/8/19
19	Shauna Topor	170 Sawmill Circle	5612	Y	8/8/19
20	Mary Anne Silva	275 Rodans Egg Ln	4355	X	8/8/19
21	Daniel Silva	"	4355	X	8/8/19
22	Johnny Pfeiffer	40 Mayer		Y	8/8/19
23	ANNE OSTMEYER	714 Bull Run	5755	Y	8/8/19
24	ANNE OSTMEYER	714 Bull Run	5755	Y	8/8/19
25	Rob Reel	104 Oxbow Ct	4351	Y	8/8/19
26	Meghan Willy	66 W. Foxglove Lane	1226	Y	8/8/19
27	Suzanne Filla	190 Aidan Rd	3348	Y	8/8/19
28	Nickolas Filla	190 Aidan Rd Eagle CO	3398	Y	8/8/19
29	Spencer Huang	55 Arden Rd. Eagle CO	5214 VML	X	8/8/19
30	Robin Olsen	23 Horton St. Eagle CO	6280	Y	8/8/19

PETITION FOR ISSUANCE OF A BEER AND WINE LIQUOR LICENSE AT THIS LOCATION:
228 BROADWAY, EAGLE, COLORADO

	NAME	PHYSICAL ADDRESS	PO BOX	OVER 21	DATE
1	Jay Suarez	214 Capitol	1749	Y	8-8-19
2	Elizabeth Basso	316 Ryshok	2257	Y	8-8-19
3	VICKI FLYNN	90 Mayer	5792	Y	8-8-19
4	Brian Flynn	90 Mayer St	5792	Y	8-8-19
5	Brighten Kinkadee	1649 Chambers Ave	151	Y	08-8-19
6	Phil Kirkman	504 Bluffs Dr	5666 3534	Y	8-8-19
7	Kathleen Kirkman	504 Bluffs Dr.	3534	Y	8/8/19
8	Oscar Colorado	1649 Chambers Ave.	131	Y	8/8/19
9	Michelle Skallen	107 Juniper Ln	4935	Y	8/8/19
10	Natalia Gray	1275 Hawks Nest Ln	341	Y	8/8/19
11	Nate Dunham	604 Concord Dr.	2780	Y	8/8/19
12	Cady D. Birk	324 Yang St.	1478	Y	8-8-19
13	Zach Baldwin	231 Polar Star Dr.	391	Y	8-8-19
14	Tara Novak	426 Golden Eagle	4841	Y	8-8-19
15	Tracy Ogawa	0295 Palmer Loop	1535	Y	8-8-19
16	BRIAN OGAWA	0295 Palmer Loop	1535	Y	8-8-19
17	Paul J. Novak	426 Golden Eagle Dr.	8213	Y	8-8-19
18	KEVIN CASSIDY	36 REDWATER CL.	4437	Y	8/8/19
19	Kelley O'Fallon	2132 Eagle Ranch Rd	5686	Y	8-8-19
20	Brian Kunkel	559 Matsun Birch Rd	1562	Y	8-8-19
21	JEREMY GROSS	711 PRINCE ALBERT	6129	Y	8/8/19
22	LYNN SCHWARTZ	06 Concord Dr	5589	Y	8/8/19
23	William Murphy	71 Springfield St	1717	Y	8/8/19
24	Rocky LeDuc	15 Stoner Creek Gyp 81637	1684	Y	8/8/19
25	Grant Murphy	71 Springfield St Gyp "	1717	Y	8/8/19
26	Mike Stuelken	692 Montgomerie	-	Y	8/8/19
27					
28					
29					
30					

DO NOT SIGN THIS PETITION UNLESS:

- 1. You are at least 21 years of age;**
- 2. You are a resident of the Town of Eagle (or in the neighborhoods of Eby Creek Mesa, Upper Kaibab, or Brush Creek) or you are the owner or manager of a business in the Town of Eagle;**
- 3. You have not signed another petition concerning this same application;**
- 4. You sign your name only. For example, a husband cannot sign for his wife; and**
- 5. You have read, or had read to you, the petition in its entirety and understand its meaning.**

PETITION OF THE ISSUANCE OF A

BEER AND WINE LIQUOR LICENSE AT: 228 BROADWAY STREET, EAGLE COLORADO

We the undersigned, being at least twenty-one (21) years of age and living (or doing business) within the Town of Eagle, do not object to and support the request of the petitioner, KATCH OF THE DAY, LLC for the issuance of a liquor license to sell malt or vinous liquor by the drink for consumption on the premises at the above location, and freely and voluntarily sign the following petition in support of the issuance of the license.

Hearing before the Town of Eagle Board of Trustees on SEPTEMBER 10, 2019 at 6:00pm.



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: September 10, 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:

At the August 27, 2019 Board of Trustees public hearing, the Board requested resolve on the following issues prior to taking action on the applications:

- Finalize parameters for the timing of payment of cash-in-lieu of dedication of water rights
- References to the PUD shall be corrected in the final Annexation Agreement
- Completion of the Deed Restriction Agreement and Rental Restriction Agreements

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

All water matters had been previously resolved with the exception of the timing of payment of cash-in-lieu of dedication of water rights. Based upon input heard at the public hearing, the Annexation Agreement has been revised to state that the payment of cash-in-lieu shall be paid upon issuance of the first building permit of the development, or within one year of the effective date of the annexation, whichever occurs first. Additionally, to secure the timely payment of the cash-in-lieu, the developer will post an irrevocable letter of credit, in a form approved by the Town Attorney, for the full amount of the cash-in-lieu. The letter of credit shall be posted within seven (7) days of the effective date of the annexation. The revised Annexation Agreement is included in this packet and agreed to by the developer.

Local Employee Residency Program (LERP)

The Town Board was supportive of varying from the Town's local employee housing requirement because the applicant's proposal includes a variety of housing opportunities targeted at the local workforce population. Specifically, fifteen percent (15%) of the for-sale residential units in the development are subject to the for-sale deed restriction and forty-five percent (45%) of the for-rent residential units in the development are subject to the rental restriction. The rental restriction applies in the aggregate, requiring 45% of the for-rent residential units existing at any time be restricted for local employee residency. In terms of timing, each plat for the development containing for-sale or for-rent residential units will note the applicable portion of the development that will be subject to the deed or rental restrictions.

Legal counsel has developed the precise language of the deed restriction agreement and rental restriction agreement, both of which have been agreed to by the developer and are included in this packet for the Board's consideration.

PUBLIC COMMENT:

Staff has received 49 letters of public comment, (see attached Public Comment Summary Memorandum), which includes all comments received as of 12 p.m. on September 6, 2019. Letters received after this time will be gathered and entered into the public record at the hearing.

BUDGET:

The applicant's revised proposal to include 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 garnered Board support at the August 27, 2019, public hearing. The Covenant of Real Estate Transfer Assessment is included as Exhibit E of the attached Annexation Agreement.

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 the proposal substantially meets the goals and objectives of 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 standards of approval, and move to **APPROVE** the Ordinance and Annexation Agreement with no conditions.
- 2) I find the Applicant has not provided sufficient information to review the application per the standards of approval and move to **CONTINUE** the Ordinance and Annexation Agreement to the next regularly scheduled meeting.
- 3) I find that the application does not substantially meet the standards of approval and move to **DENY** the Ordinance and Annexation Agreement.

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 standards of approval, 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 standards of approval, and move to **APPROVE** the PUD Zoning, and Site-Specific Development Plan (Vested Property Rights) requests with the following conditions of approval:

<insert conditions of approval>
- 3) I find that the Applicant has not provided sufficient information to review the application per the standards of approval 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 standards of approval 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. PUD Zoning Plan Map dated August 13, 2019
3. Public Comment Summary Memorandum dated September 5, 2019
4. Annexation Ordinance 15-2019
5. Annexation Agreement
 - Exhibit A – Legal Description
 - Exhibit B – Recapture Amount Calculation
 - Exhibit C – Deed Restriction Agreement
 - Exhibit D – Rental Restriction Agreement
 - Exhibit E – Covenant of Real Estate Transfer Assessment
6. PUD Ordinance 18-2019
7. PUD Guide dated August 13, 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, PLS 23089, ON A 5/8" REBAR BEARS N72°59'13"W 60 FEET AND ALSO FROM WHICH CORNER NO. 1 OF TRACT 49, BEING A FOUND 3" ALUMINUM CAP ON ALUMINUM PIPE, PLS NO. 26967 BEARS N47°02'40"E 586.67 FEET; THENCE N72°59'13"W 730.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 6 AND 24, TO A FOUND 2" ALUMINUM CAP ON A NO. 6 REBAR, PLS NO. 23089; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FOUR COURSES:

1. 356.57 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1529.01 FEET, A TANGENT OF 179.01 FEET, A DELTA ANGLE OF 13°21'42", AND A CHORD THAT BEARS S74°36'16"W 355.77 FEET;
2. N8°42'53"W 49.89 FEET;
3. 104.29 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1479.08 FEET, A TANGENT OF 52.17 FEET, A DELTA ANGLE OF 4°02'24" AND A CHORD THAT BEARS S83°18'19"W 104.27 FEET;
4. S89°19'31"W 481.28 FEET;

THENCE DEPARTING THE RIGHT OF WAY OF U.S. HIGHWAY 6 AND 240099923' 1.63 FEET TO A ROUND BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE 54009923' 808.14 FEET TO A FOUND 2" BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE 574485' 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. 23069 BEARS S02°33'18"W 14.67 FEET; THENCE ALONG THE S-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 Hockett 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

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

Other intellectual property rights in the contents hereof and all land surveys, certificates and/or related documents created, developed, or otherwise owned by the firm. The certificates, maps, plots, surveys, exhibits and any other contents herein are not to be copied, reproduced, printed, published, posted, displayed, incorporated, stored in or scanned into a retrieval system or database, transmitted, broadcast, 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 Archibue. Unauthorized duplication, transfer to another party, or future use by any individual or firm who is, or is not certified to herein is strictly prohibited and is an infringement of National and International Copyright 1 (CSR) Colorado Statutory Certification (Board Rule 6.2.2) Contents herein: 1) have been performed by the professional land surveyor under the professional land surveyor in responsible charge 1) Are based upon the professional land surveyor's knowledge, information

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

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

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

Executed this _____ day of _____, 20_____



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

_____ 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__.

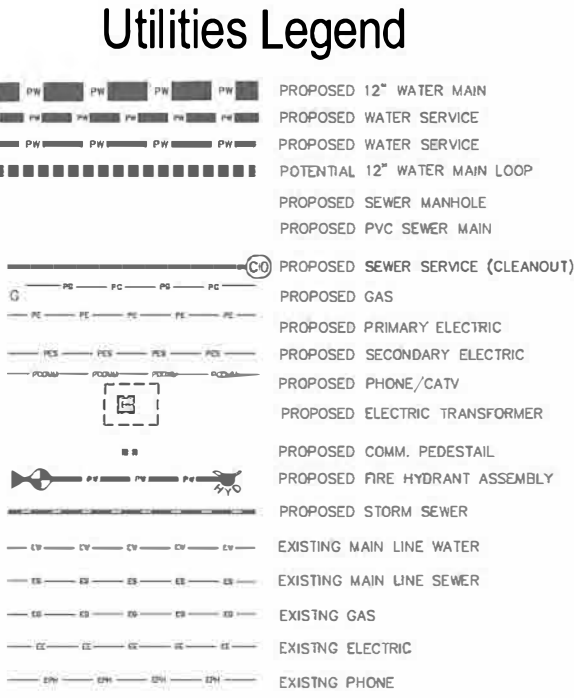
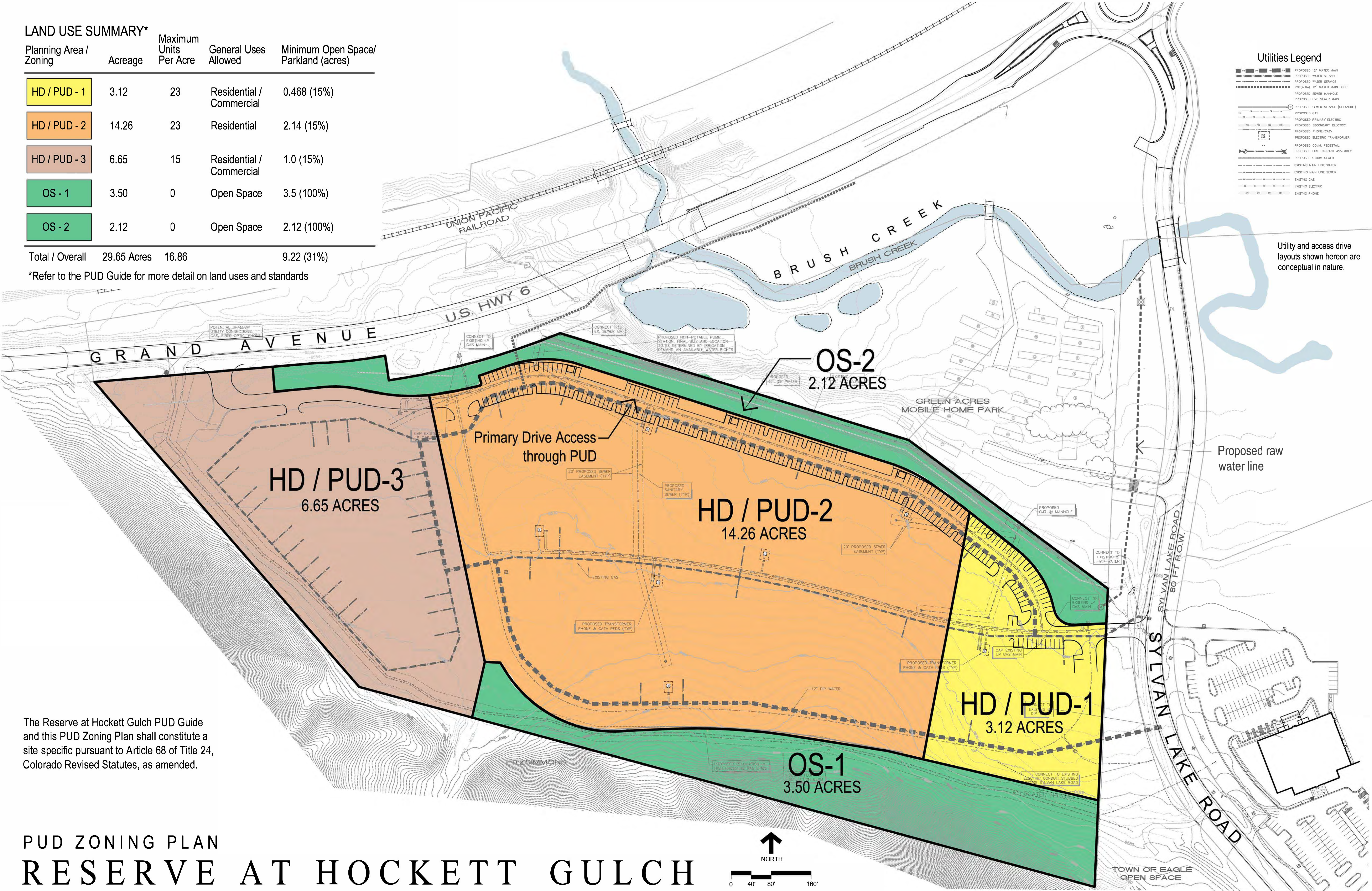
Title Examiner

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%)

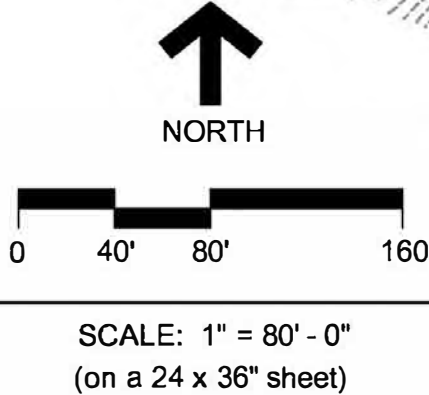
*Refer to the PUD Guide for more detail on land uses and standards



Utility and access drive layouts shown hereon are conceptual in nature.

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





Date: September 5, 2019
Re: Public Comment Summary Analysis for the Reserve at Hockett Gulch
From: Jessica Lake, Planning Technician

To date, staff has received 49 public comment letters, with generally 24 being in support and 25 in opposition. The concerns identified by the public include:

- o 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.
- o Maintaining quality of life and preserving Eagle's character.
- o Increased traffic, including the regional impacts and the lack of coordination between jurisdictions.
- o The lack of available incentives to encourage nonresidential development to support the provision of affordable housing.
- o The concessions requested by the developer specifically regarding tap fees and permit expenses that have not been granted to other developers/projects.
- o 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.
- o Parking is not adequate due to lack of transit options in rural areas. Parking standards should be reevaluated based on rural needs.
- o This project should be re-evaluated to fit within the strictures of our Town Code. The number of variances requested does not fit with the Town's goals or future plans.

Public support was shown for:

- o 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.
- o The proposed deed restrictions are significant and offer new housing options that aren't currently available in Eagle.
- o Eagle needs to continue to grow in order to remain relevant, this project encourages growth in the area we most need it – workforce housing.
- o Vibrancy would be added to the community by incorporating a missing population segment.



- o 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.
- o 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.
- o The open space requirements may be too onerous.
- o The proposed density and needed infill development is exactly what this Town needs, and this is the ideal location for this to occur at.
- o This is one of the best locations in Eagle to provide a height variance as the property is up against the hill, which will dwarf the buildings and there is no view corridor to block.
- o There is an opportunity to evaluate water conservation measures and their implementation.
- o We cannot build sustainable communities, with regard to viable local economies and climate change, through single family sprawl. Eagle needs a diversity of density and home types available for now and into the future.

List of Public Comments:

1. Letter from Asselin dated 4/5.
2. Letter from Beckum dated 9/3.
3. Letter from Bodenheimer dated 3/6.
4. Letter from Bodenheimer dated 3/23.
5. Letter from Burgard dated 8/25.
6. Letter from Color Coffee staff dated 1/24.
7. Letter from Daly dated 5/29.
8. Letter from Daly dated 8/20.
9. Letter from Daly dated 8/20.
10. Letter from Davis dated 8/27.
11. Letter from de la Cruz dated 2/1.
12. Letter from Egan dated 3/26.
13. Letter from Egan dated 6/10.
14. Letter from Gundlach, Charlie dated 2/1.
15. Letter from Gundlach, Clark dated 1/24.
16. Letter from Hagedorn dated 3/25.
17. Letter from Hershman dated 1/30.
18. Letter from Hower dated 4/9.



19. Letter from Kassmel dated 3/27.
20. Letter from Kennedy dated 3/27.
21. Letter from Kensigner dated 2/3.
22. Letter from Kensinger dated 3/7.
23. Letter from Klesner dated 2/6.
24. Letter from Klesner dated 3/11.
25. Letter from Klesner, Klesner, Bozich, Bozich, Kadrmas, Kadrmas, Powell, Pier and Skov dated 3/10.
26. Letter from Kinney dated 8/26.
27. Letter from Kostick dated 2/1.
28. Letter from Local Restaurant Staff dated May 7, 2019.
29. Letter from Mattingly dated 5/20.
30. Letter from McDonald dated 8/27.
31. Letter from Moe's Original BBQ staff dated 3/27.
32. Letter from Musser dated 5/9.
33. Letter from Musser dated 8/19.
34. Letter from Norring dated 2/5.
35. Letter from Palmer dated 5/13.
36. Letter from Powell dated 3/27.
37. Letter from Powell dated 7/11.
38. Letter from Powell dated 8/19.
39. Letter from Romer dated 1/21.
40. Letter from Romer dated 8/2.
41. Letter from Rozga dated 3/27.
42. Letter from Rush dated 8/28.
43. Letter from Scanlon dated 2/6.
44. Letter from Scanlon dated 3/9.
45. Letter from Scanlon dated 8/26.
46. Letter from Schwartz dated 3/27.
47. Letter from Stavney dated 8/27.
48. Letter from Tvarkunas dated 3/11.
49. 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.



Letter: No to Hockett Gulch

Opinion | September 3, 2019

The developers for the massive Hockett Gulch project submitted their plans to the Eagle Town Board of Trustees on August 27.

The proponents of the 500-unit monstrosity would like us to believe this is an altruistic project that will provide “affordable housing” for employees that work in the town of Eagle. Several local business owners (restaurants, bars and retail) came out in support of the project claiming they are unable to maintain a workforce because prospective employees can’t find housing.

At the current average county wage for retail and food and beverage sitting at \$13 an hour, the proposed \$1,425 monthly rent for a one-bedroom apartment is not very affordable and practically out of reach. That would force this employee to find another job (probably upvalley) and possibly a roommate or three, rendering the proposed 1.75 parking spots/unit inadequate.

It’s probably a safe guess that the idea of an additional 600-1,000 potential customers to visit their establishments is certainly a stronger motivator to get behind this project than workforce housing. Local businesses that are forced to close their doors generally do so because of exorbitant rents or poor business plans, not a lack of employee housing.

A proponent of the 500-unit/30-acre project addressed the board citing these statistics: 4,000 Eagle residents commute upvalley and 1,500 people commute to Eagle for employment each day. Not sure of the relevance of these statistics without some context. Of the 1,500 individuals that commute to Eagle daily, what percentage of those people do so by choice (they choose to live in Vail, Avon, Edwards or Gypsum).

As for the statistic citing 4,000 or so individuals that commute upvalley, they certainly don’t need housing, and this project will on exacerbate that situation. Instead of 4,000 people/cars trying to access three and four roundabouts between 7 and 8 a.m., it will soon become 6,000 to 8,000, vehicles taking into account Haymeadow — the other large development project now underway.

Traffic concerns for both the Haymeadow project and now the Hockett proposal have not been adequately addressed. These two projects combined could ultimately add 2,000 to 3,000 additional cars to the town’s streets and highway access points.

To get a feel for what high-density development looks like, drive to Edwards via Highway 6 and view the 6 West project that is near completion.

This project is not smart development, not good development and certainly not altruistic development — this is just development. Referendum!

Todd Beckum

Eagle

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

Sarah Metcalf Burgard
1279 Brush Creek Rd x 2142
Eagle, CO 81631
605-380-0254
Smetcalf12@gmail.com
08/25/2019

Eagle Town Board of Trustees,
Planning and Zoning and Whom it May Concern,
Re: Reserve at Hockett Gulch
File Number: AN18-01 & PUD18-02

I am writing to express my concerns over the proposed development, The Reserve at Hockett Gulch. This is a very large development compared to the size of our town. The number of units combined with all of the other proposed and approved developments has many residents becoming concerned that profit is becoming more important than quality of life in our town.

As the mother of a recent High School graduate I understand the need for affordable housing in the area and I do support the smart development of such. However, this development at \$300k for a 2 bedroom apartment in a high density development will not help my son stay and work in the area, it is market value at best. I think that there are several additional issues with this development.

Traffic is already backed up on every access onto Hwy 6 morning and evening. Resident traffic along with the traffic coming from Gypsum makes it extremely difficult to even access HWY 6 during high commute times. Infrastructure needs to be dealt with before all these new people move to town and more large development is approved. The traffic assessment leaves many questions and areas "to be monitored". What is the town's plan to accommodate this additional traffic specifically as most of these residents will be joining the morning and evening commute out of town for work? What is the plan to deal with all the traffic coming in from Gypsum and development occurring along Hwy 6? Are there provisions with these new developments to support the very much needed access to I70 in the future? Or, are we going to continue to send everyone through town in one direction? I understand there is money for road development but stamped concrete cross walks are not going to solve the problem of traffic backing up on Capital, to get on or off Hwy 6. The Brush Creek extension will also not alleviate the traffic flow on Hwy 6, it is still everyone headed out of town, or into at one time in one direction.

Wildlife movement is also one of my major concerns. The variances requested related to building height and open space codes will have significant impact on the well being of our local deer and elk populations. The development area is not critical habitat, however, it is a major corridor for wildlife moving through the open space that has already been dedicated to them. The open space my

family has dedicated to wildlife habitat along Brush Creek adjoins The Eagle Ranch and The Town of Eagle Open Space, it is heavily utilized as winter habitat for elk and throughout the year by deer and other wildlife, the area also serves as a migration corridor through the valley. This development will create a major blockade at the end of the open space already dedicated to them along Brush Creek, which already comes to a bottleneck of development as it nears Hwy 6. Currently, Hockett Gulch serves as relief to that bottleneck and is a major corridor connecting critical habitat for our local herds. With the loss of any corridor between critical areas the animals relying on them will die, they cannot simply move to another area, as any suitable habitat is already being utilized by other populations. The location of this development is going to create a major blockade in the Hockett Gulch corridor, it is critical that open space is preserved to allow for wildlife to move through as well as for the public to also access public lands without affecting wildlife movement. The size of this development and open space variance should be re-considered.

My final concern is over the requests related to water. Our water is a precious resource that we all share, I don't think this development or any other should be allowed to seek variances to water rights or pay cut rates.

As a concerned citizen of this community I hope that you will take a serious look at this development and consider the overall impact it will have on the quality of life in this area. Again, I am in support of figuring out housing issues in this town. Development must take place but it can happen in a logical sustainable way, so as not to sacrifice all that makes this town a wonderful place to live. This proposal is over built for this community and will put a strain on a town already at capacity. Traffic is terrible, the Post Office is out of boxes, we are becoming just a bedroom community that is hardly affordable for our teachers, firemen and other service workers. I am interested in hearing more about how the Town plans in absorb this number of people into our community along with the other developments such as Hay Meadow. Also, I truly hope that the Town will look at the reality of how this development will impact the movement of our wildlife and natural resources and take steps to protect them.

Thank you for your time.

Sincerely,

Sarah Metcalf Burgard

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' house. We might have to move if we can't find anything.
Page 1 of 2
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

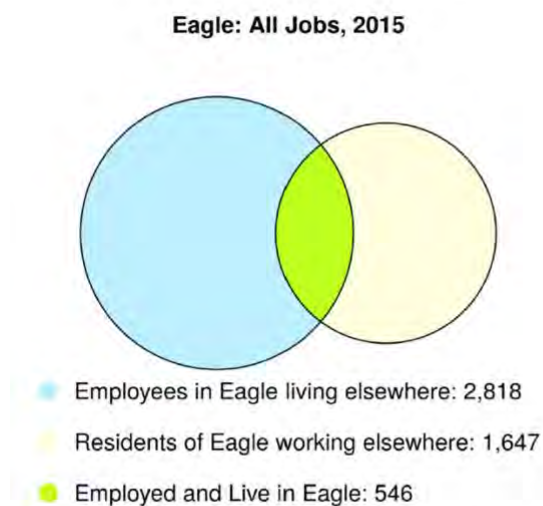
Perception vs Reality. As humans our perception IS our (chosen) reality, until we allow logic to regulate emotion. Let me be clear, I don't like being held up in traffic (although living in the Rockies is so different from commuting into London 30 years ago!) When I can't park in front of my destination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

From: [Jenny Rakow](#)
To: [McCool Development Solutions](#); [April Kroner](#); [Dawn Koenig](#); [Jessica Lake](#)
Cc: [Anne McKibbin](#)
Subject: FW: NO to The Reserve at Hockett Gulch
Date: Tuesday, August 27, 2019 5:15:40 PM

Copying to you for file.

Jenny Rakow, CMC

Town Clerk & Municipal Court Supervisor - **TOWN OF EAGLE**

P | 970-328-9623 e | jenny.rakow@townofeagle.org

From: t d <TMarieD@hotmail.com>
Sent: Tuesday, August 27, 2019 5:12 PM
To: All Trustees <alltrustees@townofeagle.org>
Subject: NO to The Reserve at Hockett Gulch

Hello Eagle Town Board of Trustees,

I'm not in favor of the annexation of The Reserve at Hockett Gulch or the variances to the town code. I do not think this project is consistent with the Eagle Area Community Plan objective "To make Eagle a desirable place to live". For one, I live on Prince Alley and I'm not keen on the idea of adding 1,200 - 1,500 people near that area. Has a traffic study been done? It's already hard enough to leave my neighborhood at peak times in the morning (when I and everyone else really need to get to work) and you can forget about going west on HWY 6 from my neighborhood at peak times in the evening.

I'd like to see more affordable housing in Eagle with caps on rent and income limits like Miller Ranch. This project offers nothing to working professionals like teachers and families (*who can't afford the current \$639,070 median housing price in Eagle County nor exorbitant rents*) that are the heart our community. As a professional with a young family, I was drawn to Eagle for it's small mountain community feel and this project is the opposite of that. Eagle is already expanding into some enjoyable neighborhoods. I'm not against development. I'm against the annexation of The Reserve at Hockett Gulch and the variances to the town code the developer is asking for.

I hope you take my thoughts into consideration tonight before you vote. I can not attend the meeting as I'm working.

Sincerely,

Tegan Davis

701 Prince Alley
Eagle, CO 81631

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.

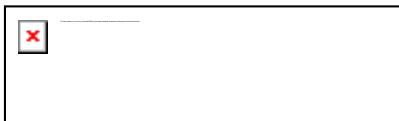
My family owns Eagle Orthodontics in Eagle. We employ six local staff persons in our office, several of them currently looking and have been looking for months for affordable housing. I can tell you that one of our greatest challenges as a local small business is recruiting and retaining staff. Young 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', written in a cursive style.

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 of 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

From: Kraige Kinney <fireladdy@gmail.com>
Sent: Monday, August 26, 2019 8:56 PM
To: All Trustees <alltrustees@townofeagle.org>
Subject: Reserve at Hockett Gulch

Reserve at Hockett Gulch.

The Eagle Area Community Plan is designed as a document that assists the Town Board in land use planning. It supposedly, “reflects the vision, concerns, ideas, and desires of local residents....”

Throughout the document, the citizens of Eagle wanted to maintain the small-town character and “sense of community and the quality and character of surrounding rural lands.”

The Reserve at Hockett Gulch is a high-density development which would be more typically and appropriately be found in high population urban areas such as Denver, Aurora, and Colorado Springs. According to the developer at build-out, the project will house 900 people which equates to 1.8 people per dwelling unit. That is significantly lower than what our current residential density is per dwelling unit which is 2.93 people per unit. (Town of Eagle website). Based on the developer’s numbers this one project has the potential to increase the population of the Town of Eagle by 13%. Now if their numbers are incorrect and the density is similar to our current density this project has the potential to increase the population by 21.7%. Neither one of those would fit into what is considered small-town character.

Tom G, our former town engineer provided me with traffic standards from the Institute of Transportation Engineers (ITE) related to different development types. Apartments/Condos/Townhouses (per unit): 7 trips per day. This project will generate about 3500 trips per day. According to the ITE, the daily capacity of a two-lane road (HWY 6) IS 18,500 cars per day. Traffic studies run by the Town of Eagle indicate that HWY 6 is currently experiencing over 17,000 car trips per day. This project, if approved, will necessitate improvements to HWY 6 including expanding to 4 lanes.

I am also opposed to the concessions requested by the developer. I believe if the development was scaled down to a more appropriate size for our community the developer could meet the parking, height, open space, etc. requirements that exist in our Town codes.

A couple of further considerations. My understanding is that over the last five years we have approved close to 2000 additional housing units without any substantial increase in commercial and retail space. Now that Hay Meadow has started their infrastructure it may be a good time to see what the demand and impacts of those already approved developments are before approving such a high-density project. As you are all aware several developers have expressed interest in the former Eagle River Station land for residential development.

Thank you for your consideration,

Kraige Kinney

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.

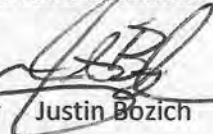
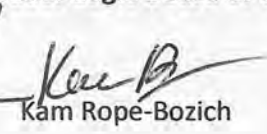
Height Waiver and Open Space Waivers – The 12 apartment buildings over 13 acres of HD/PUD-2 would be the tallest, most dense structures Eagle with the least open space. The Eagle community plan and overwhelming majority of residents do not want an urban mountain community of this density.

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.

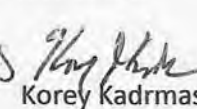
Fitzsimons property - The proposed development does not address nearby property of Corky Fitzsimons and adjacent BLM trails. This is a potential open space preservation opportunity and trail access to BLM trails network to the south. The development team could work to integrate the development with this 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

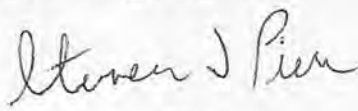
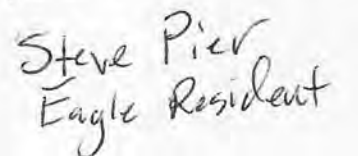
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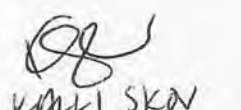
 Erin Kadrmas
 Korey Kadrmas
 Anthony Powell

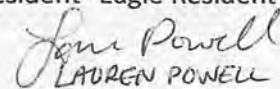
Eagle Resident Eagle Resident Eagle Resident

 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

Dear Eagle Board of Trustees

As a concerned Eagle resident I have spoken with dozens of residents in the last 4 months regarding the Reserve at Hocket Gulch. Almost every resident I speak with are concerned that the developer is proposing a front range style, 500-unit, high density development with waivers to Eagle code including building height, open space and reduction in water rights payments. Specifically, the developer has negotiated \$1M less in water rights payment than previously calculated by an Eagle contracted water engineer. This requires current Eagle residents and ratepayers to subsidize this development.

As a member of Eagle Citizens for Smart Growth with more than 100 Eagle residents, we strongly believe the Hocket Gulch project is not consistent with the Eagle Area Community Plan objective "To make Eagle a desirable place to live" and the BoT should vote down this request.

Eagle is on our third community planner in 12 months, this turnover and lack of continuity has allowed this project to land to the BoT with many variances to our town code without scrutiny of, or partnering from, the developer. Effectively the developer gets all their variances and a subsidy and residents get traffic, less open space, a new commercial area when we cannot fill our downtown and 400 market rate rental units on a very small parcel. Lets be clear, these rental units are not affordable housing with caps on rent and income limits. The community benefit is housing stock but the developer will pocket handsome returns with a water subsidy and stick Eagle residents with the bill. There are several projects under construction in Eagle that fit our zoning and do not ask for waiving water costs.

Smart growth incorporates all community members input and partners with stakeholders. This development as proposed will add 1200-1500 people to our town. The developer has not reached out broadly to community members or much less held a community forum. How will they integrate with existing ECO transit, community recreation and support existing commercial centers in town? We do not know and that coordination has not been done. The developer has got the Eagle Chamber and VVP to lineup behind this project but not the community. What business owner doesn't want more residents and consumers? Sadly, this development has completely failed in community outreach and consensus building of such an impactful annexation.

Eagle is going thru rapid change with Haymeadow and many announced developments in town. These received great scrutiny and were determined to provide benefit to the community as a whole and meet our zoning rules. Eagle Citizens for Smart Growth urge the BoT vote down this annexation as it gives away too much of what makes Eagle great.

I am unfortunately unable to attend the BoT meeting on 8/27 and share this email instead.

Thank you,

Keith Klesner,

110 Ewing St

Eagle CO

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

From: [Jenny Rakow](#)
To: [McCool Development Solutions](#); [April Kroner](#); [Jessica Lake](#)
Subject: FW: Hackett and
Date: Tuesday, August 27, 2019 6:20:39 PM

From: David McDonald <eioenterprises@yahoo.com>
Sent: Tuesday, August 27, 2019 6:07 PM
To: All Trustees <alltrustees@townofeagle.org>
Subject: Hackett and

Please do not continue to add massive developments to our Town and concede to developers. This Hockett Gulch development is not congruent with what our Town is about and nor why we moved here from up valley in 2003. For that matter, neither is the Haymaker development. We have the power in our hands to negotiate and get what is right for our town. There is no need to provide any developer with concessions. Waiving water tap fees, building heights, open space etc is not what we want and is a quick way to get you voted out of where you many of you have been sitting for way too long. You increased our water fees to add a new water treatment plant and think it's ok to let a developer slide. We obviously have a leadership problem. Don't make our Town into your City.

Regards,

*David McDonald
PO Box 3943 Eagle, CO 81631
970-390-3697*

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 CAMPBELL

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

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

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.

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 black ink, appearing to read "Chris Romer", with a long horizontal flourish 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 at 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,

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

From: Jay Rush <j.rush22@gmail.com>

Sent: Wednesday, August 28, 2019 2:05 PM

To: npeterson@vaildaily.com

Cc: 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@townofeagle.com; All Trustees <alltrustees@townofeagle.org>

Subject: The Hockett Gulch Development

The Town of Eagle board of trustees wrapped up another public comment meeting on Wednesday, August 27. I was able to watch the videotaped minutes and several items struck me as salient concerns with regards to quality of life and impact on residents stemming from the Hockett Gulch development.

First, let me state that yes, affordable housing is necessary throughout the valley from Vail to Gypsum. It's an oft-lamented fact of living here, that rentals and mortgages are sky high and the slow growth of inventory rarely mitigates that pressure. It's also a an old saw used to rally desperate merchants with very little appetite for nuance into supporting anything a developer throws at us. Based on the most recent numbers, can you, barista/lift operator/dental hygienist/framer/Eagle resident, afford \$1450 a month for a 1 bedroom apartment? That's the slated cost of these new affordable units. Can you, Town of Eagle, invest the exorbitant infrastructure costs necessary to expand Sylvan Lake Road, mitigate congestion in a timely manner, and address wildlife and environmental impact concerns with something resembling due diligence? Thus far I've witnessed only a shy ambivalence to the question from our elected reps. Personally, I'm overloaded with taxes and mill levies. Finally, can you hold the developer accountable for paying into the infrastructure according to the adopted fees, rules and regulations of the town and followed by every project up to this point?

The answer so far, on all points, is a feeble "No." The whispers wafting about town that the developer will pick up their carpet bag and roll out of Dodge if their demands aren't met is akin to hostage-taking, and frankly, there's the door. Someone will come along with the gumption and integrity to build a project subject to reasonable constraints on that lot, so why sweat it if our benefactor sheds their sheep's clothing and scurries off?

The tone of the public comment meeting struck me as... arbitrary. It's apparent that very little change is going to be demanded of the project as the Trustees seem confident in their superior knowledge and sanctified in their mission of representing the town's dearest needs. Those seem

conveniently aligned with the developer's bottom line, not the long-term, sustainable growth of our community.

Eagle needs more affordable housing. However, Eagle needs it to be developed in a thoughtful manner, considerate of all contexts. Hockett Gulch is one of several recent project approvals that pushes the existing code to its breaking point, and sweeps the problems that come part and parcel with large developments under the rug for a later date, a less familiar citizenry, and, one can only hope, a more diligent board of trustees.

Regards,

Jay Rush

www.jayrushphoto.com

www.alpinephotostudio.com

(c) 970 426 8842

PO Box 1292

Eagle, CO 81631

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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

To: Town Of Eagle Board of Trustees

Subject: Reserve at Hockett Gulch, Aug 27th Public Hearing

I, along with many other Eagle residents, support the need for affordable apartments to ease the shortage of workforce housing in the Town of Eagle. But I, like many of the other supporters, desire to see the Trustees approve a project that complies with the Town's regulations without an unreasonable amount of variances.

The proposed Reserve at Hockett Gulch is severely short of the Town's requirement for open space. The developer uses some questionable calculations to claim that the proposal meets the minimum requirement for 20% open space in a PUD. He is requesting approval to provide 300 square feet of open space per dwelling unit. But his request fails to refer to the town's requirement of a minimum 1000 square feet of useable open space per dwelling unit in a high density apartment project. (Refer to section 4.04.080) Keep in mind that the PUD requirement is for a **minimum of 20%** and also applies to commercial and industrial PUDs. Certainly the Town expects more and should require more than the minimum in a residential PUD.

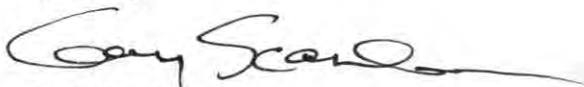
The proposed Reserve at Hockett Gulch is severely short of parking spaces. The Town regulations require significantly fewer spaces than the Eagle County regulations, but the developer hired a consultant who tries to tell you that the residents of this development will own significantly fewer cars than the typical Eagle County worker. And when the project is complete and there are not enough parking spaces, the residents will place the blame on the Town Trustees, not on the developer's paid consultant who will be long gone....

As residents of Eagle, the Town Trustees should all be acutely aware that the proposed garages will not be used for parking but will be used instead for storage of bikes, paddleboards, snow mobiles, and other apartment dwellers' possessions.

If you follow the Town Regulations and limit the developer to two-story buildings, the total number of units would drop to 333 units. At 333 units, each unit would have 600 square feet of open space (still short of 1000 square feet) and there might be a sufficient number of parking spaces. Even better, a one-story project of 167 units would provide 900 square feet of useable open space per unit.

Please follow the regulations and approve a project that provides a reasonably good workforce housing development on this site. If the Town truly needs 500 apartments for workers, then a larger site needs to be located.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Scanlon", with a long, sweeping horizontal line extending to the right.

Gary Scanlon

Eagle, CO

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

8/27/2019

TO: Eagle Town Board and Staff
RE: Comments Reserve at Hockett Gulch File
Hand Delivered

I am a resident at 36 Red Haw Close in Eagle, residing in Eagle since 1997 who has been fortunate over time to serve as a trustee, a Mayor, county commissioner and as town manager. I testify today as a resident with those perspectives. In my current role representing 27 towns and counties across the mountain region I see good proposals that would address key community needs die because of neighbors fearful of change who overstate possible impacts. To some degree my testimony tonight comes from encouraging Chad Brue the day after closing Frost Creek when I was town manager to seek this JHY parcel for such an opportunity as this PUD.

Hockett Access: First comment, thank you for keeping a place holder in this design to fulfill the original promise of the Eagle Ranch trail access system for a future motorized access point to Hockett Gulch which was supposed to replace the Arroyo Gulch as the motorized trailer-to-trailhead location before it was legal for ATVs to drive on town streets. Motorized or not, to not plan for public access through this property to BLM in the future would be a mistake as it will be a major amenity for the development and the community. Thank you.

In Defense of Density: This is exactly one of the last, best places for density near the Eagle town center, and frankly a place that shows what a mistake towns "blanket" Open Space/parks requirement is. This PUD is effectively surrounded by OS, fairgrounds and public lands. As a current resident of Eagle who has 20 years of experience in the development of local land use public policy, the 1996 Eagle Area Master Plan has often been cited to prevent density (accurately) up Brush Creek and (erroneously) elsewhere. It has been misunderstood to be against density everywhere. In essence that guiding document states that town **grow from the inside out with more density closer to town**. There are few parcels remaining which can in-fill and provide the critical mass required for a vibrant, walkable community that Eagle has built the "good bones" over time to become, as well as housing units designed for the needs of a new generation which town should hope to attract.

Plans for a denser town center have passed public review, supporting greater densities in nearby West Eagle Plan and the nearby Eagle River Corridor Plan. Eagle Ranch exhibits this inside/out dynamic. Perhaps not enough though. In reflecting on Eagle Ranch PUD with Jen Wright of East West Partners whom we sat across the table from during negotiations, he has said his main regret as developer the Village Center was that there wasn't more residential density packed within the commercial core there. Even the density of Village Home neighborhoods does not quite support neighborhood retail. In all the years of strategizing on how to help various business districts thrive, the best solution I've encountered is to have more people living & working within walking distance to those places. Having more people "driving through" those locations is of much lesser benefit. Attracting and retaining retail remains a challenge in the CBD and in Eagle Ranch because of this lack of critical mass of a nearby population. This project would begin to change that.

Eagle hasn't had a large rental project built in over 25 years since the Villas. If Eagle is to stay relevant and attract tomorrow's residents. The Pew Research Center notes that more US households are renting now than at any point in the past 50 years. Those under 35 are most likely to rent, 32% "by choice" and 65% by "financial circumstance" which defines many renters across all age groups. Today's residents are more likely to rent for longer, less likely to purchase homes, less likely to purchase larger homes in the future, more likely to have pets than kids, want to be

closer to amenities, and vibrant business districts, more likely to walk to work, telecommute, less likely to commute, when they do more likely to use transit. There are places which suffer uncertain futures without the community ladder provided by a strong rental market to “seed” the neighborhoods—the most famous failure locally is Vail, but also Minturn, and Eagle-Vail.

Massing: If there were ever a place to go taller than three stories in Eagle, this is it. Backed by the hills, these buildings will appear small and not in any view corridor. If the development at the corner of Sylvan Lake Road has proven anything, it is that this is an unimpactful place to put lots of units. It is not a high rise in the valley floor. We don’t have many places so walkably close to two neighborhood retail centers along an existing transit corridor. This is a property if there ever were one to provide exceptions to the height limits in order to make a development more viable and affordable.

Traffic: This is an overblown fear given the location directly adjacent to Highway 6 for which Town recently spent \$25M to upgrade Eby Creek Road to address traffic for this future. Eagle didn’t spend all that money just to accommodate growth impacts from Gypsum. Compared with the traffic coming from the West, Hockett will be a minor contributor to traffic. Renters are on varied schedules. Eagle has ever only had an acute traffic issue for 30 min at either end of the business day. If not on a prime commercial corner at an I-70 interchange, which would displace key retail and be out of character, this is perhaps the only property along Highway 6 where Eagle can reap many of the benefit of large-scale, dense residential development rather than ceding that realm to other places. I would compare the density of this development to Nogal Road which does heavy lifting on density and affordability. Note how many residents there walk to the Eby Creek transit center.

YIMBY testimony: In my capacity as a Regional policy entity representing towns and counties, I see a lot of places say that affordable or workforce housing is their most important issue. Then, I’ve watched and I see that it is difficult for town councils who are often inundated by very concerned neighbors, those who want status quo, fear change, fear how a specific development will effect character. What often gets lost is the long view is the community interest. Too often we play a game of shaving units off a development to feel like we’ve improved it when we have only made it less viable, less affordable.

State legislatures and the planning community across the West are coming to the realization that we cannot build sustainable communities—with regard to viable local economies, climate change or the environment-- through single family home development. It takes too much precious land. We cannot sprawl our way to a sustainable future. The Reserve at Hockett Gulch is something town has not seen since Nogal road developed (without any residential neighbors at the time), and can help Eagle rebalance the array of housing options and address the affordability gap for working residents for many years to come.

Thank you for your consideration of all the testimony and details of this proposal. My testimony only relates to it on the broadest of considerations and I respect your attention to the details. Thank you.

Jon Stavney

Jon.stavney@gmail.com

36 Red Haw Close, Eagle CO

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 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 SEPTEMBER 10, 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.

vi. *Insurance and Indemnification Provisions.* Standard insurance and indemnification provisions.

vii. *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.

viii. *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.

ix. *Workforce Housing.* The required workforce housing to be included in the Development as delineated in the PUD and this Agreement.

x. *Maintenance.* Provisions addressing maintenance of open space and landscaping in the Development.

xi. *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.

xii. *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.

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

100 units x 500 square feet of irrigation allowed per unit, which would result in a credit of up to 20 EQR. The amount of permanently irrigated landscaped area must be adequately shown to the building department at the time of permit to support the credit. 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 local employee residence in the Development (the "Housing Credit"). The Parties hereby agree that the Housing Credit will apply to all for-sale and for-rent local employee residences in the Development that meet the criteria set forth in Section 12 hereof. Notwithstanding the foregoing, the Housing Credit shall be capped at 22.5% of the total for-rent local employee residences located within PUD-1, PUD-2, and PUD-3, as depicted and described in the PUD. The Housing Credit shall remain at 50%, even if the Code is revised after the Effective Date.

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 convey, via Special Warranty Deed, all of its remaining interest in the Ditch No. 3 water right (13.1 acre-feet of historical consumptive use), and the description of the water rights conveyed shall be as follows: "0.5 C.F.S. OUT OF DITCH NO. 3, PRIORITY NO. 52 OUT OF BRUSH CREEK, EAGLE COUNTY, COLORADO, BEING ADJUDICATED IN CIVIL ACTION NO. 294, DECREE DATED DECEMBER 17, 1889." The foregoing conveyance 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.*

i. 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, Developer shall pay \$3,500 per EQR for 272.5 EQR for a total of \$953,750 (the "Cash in-Lieu").

ii. The Cash-in-Lieu 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.

iii. The Cash-in-Lieu shall be paid upon issuance of the first building permit of the Development, or within one year of the Effective Date, whichever occurs first. To secure the timely payment of the Cash-in-Lieu, Developer shall post an irrevocable letter of credit, in a form approved by the Town Attorney, for the full amount of the Cash-in-Lieu. The letter of credit shall be posted within 7 days of the Effective Date.

iv. 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.

I. *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:

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

2. N8°42'53"W 49.89 FEET;

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

4. S85°19'31"W 481.28 FEET;

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

EXHIBIT B

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

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

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ 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 _____ with an address of _____ ("Developer") (each a "Party" and collectively the "Parties").

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

WHEREAS, Developer is transferring the Property; and

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

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

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

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

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

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

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

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

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

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

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

3. Occupancy Restrictions.

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

4. Breach.

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

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

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

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

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

7. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2019, by
_____ as _____ of _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT D

Rental Restriction

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

THIS RENTAL RESTRICTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 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 _____ with an address of _____ ("Owner") (each a "Party" and collectively the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

3. Occupancy Restrictions.

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

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

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

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

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

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

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

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

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

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

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

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

5. Breach.

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

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

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

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

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

8. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

OWNER

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2019, by
_____ as _____ of _____.

My commission expires:

Notary Public

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 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.

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

My commission expires: _____

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 SEPTEMBER 10, 2019.

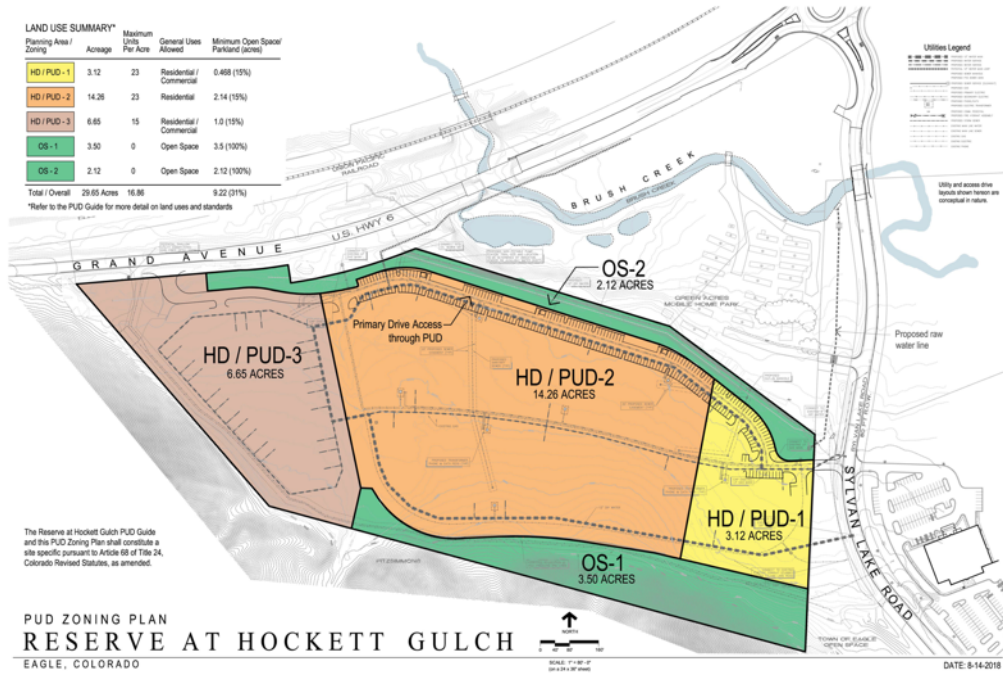
TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

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

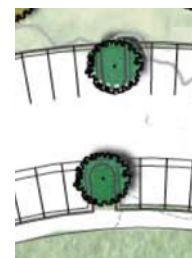
an articulated and ornamented terminus to the parapet). Building materials may include brick, stone, faux stone, wood board and baton, wood lap siding, cementitious versions of wood siding, wood timbers, exposed wood or metal beams, natural and painted metal structural members, high quality asphalt shingles, 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.

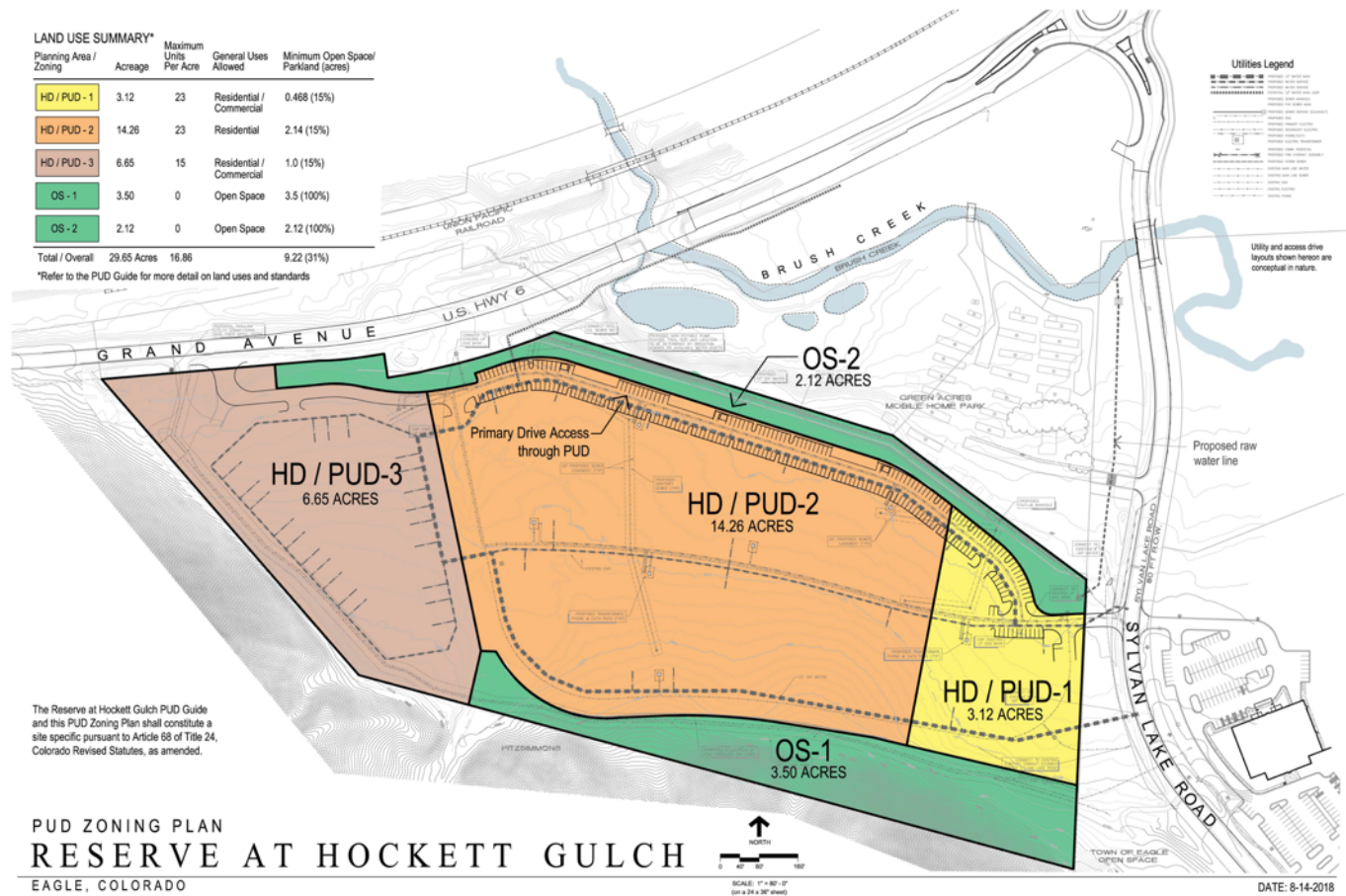
17. Amendment to PUD

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 heckrottii	Heckrottii 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



To: Mayor and Town Board of Trustees

From: Dawn Koenig, Community Development Administrative Technician

Date: September 10th, 2019

Agenda Item: Ordinance 22-2019 An Ordinance of the Board of Trustees of the Town of Eagle, Colorado amending Section 12.16.060 of the Eagle Municipal Code concerning Water and Sewer Plant Investment Fees for single-family homes

REQUEST: Revision of Equivalent Residential Unit ("EQR") Table

Staff requests the Board of Trustees provide feedback on the revised EQR table change from the presentation given on July 9.

BACKGROUND:

At the July 23rd regular meeting of the Town of Eagle Board of Trustees, Town staff presented to the Board of Trustees three possible solutions for addressing challenges associated with the Town's current method of calculating water and sewer plant investment fees for single-family homes. The Board determined that calculating a plant investment fee based upon lot size is best suited for meeting the Town's goals and eliminating ambiguities regarding the future uses or irrigable landscaped areas of such single-family homes; and the adoption of this new calculation for single-family homes eliminates the need to assess fees for accessory dwelling units or additional finished space in single-family homes.

ANALYSIS:

Assess PIF for Single Family Homes based on lot size:

Pros:

- It is a fixed target that will rarely change
- It is a straightforward simplistic way to calculate PIFs which promotes transparency and is easy to administer
- PIF will be paid upfront capturing the total PIF for the allowed buildable area for the lot
- It would eliminate any ambiguity around the intended use of space
- It would eliminate any ambiguity around size of irrigated landscaped area
- It would eliminate the need to assess fees for adding additional finished space

Cons:

- A higher EQR assessment could be allocated to a small sized house on a large lot which does not reflect actual impact to the water and sewer system
- A lower EQR assessment could be allocated to a small sized lot with a relatively large sized house which does not reflect actual impact to the water and sewer system

- Is not tied to the definition of EQR

Suggested Edits to EQR Table: EMC section 12.16.060(1)

Classification for Lot Size(sqft)	Equivalent Unit
Up to 8,000	1.0
8,001 to 10,000	1.2
10,001 to 12,000	1.3
12,000 or more	1.4

BUDGET/STAFF IMPACT:

There are impacts to the budget if changes to PIF are recalculated. Staff has estimated revenue impacts as a percentage change of +3.65%

COMMUNITY ENGAGEMENT:

- None required.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal doesn't align with specific strategic objectives outlined in the Strategic Plan. However, staff has identified implementation issues with the current EQR Table that prevent the town from being transparent and equitable. In addition, our standards need to be clear and justifiable to our users. The current policy conflicts with some of our business values: transparency, increasing efficiencies, reliable and cost-effective services.

RECOMMENDED ACTION OR PROPOSED MOTION:

Proposed Motion to approve Ordinance 22-2019

ATTACHMENTS:

Draft Ordinance 22-2019

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 22
(Series of 2019)

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO AMENDING SECTION 12.16.060 OF THE EAGLE MUNICIPAL CODE
CONCERNING WATER AND SEWER PLANT INVESTMENT FEES FOR SINGLE-FAMILY
HOMES

WHEREAS, the Town charges water and sewer plant investment fees based upon equivalent residential usage (EQR) units per the Table of Equivalent Units set forth in Section 12.16.060 of the Eagle Municipal Code;

WHEREAS, on July 23, 2019, Town staff presented to the Board of Trustees three possible solutions for addressing challenges associated with the Town's current method of calculating water and sewer plant investment fees for single-family homes;

WHEREAS, the Board determined that calculating a plant investment fee based upon lot size is best suited for meeting the Town's goals and eliminating ambiguities regarding the future uses or irrigable landscaped areas of such single-family homes; and

WHEREAS, the adoption of this new calculation for single-family homes eliminates the need to assess fees for accessory dwelling units or additional finished space in single-family homes.

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

Section 1. Part 1 of the table found in Section 12.16.060 of the Eagle Municipal Code is hereby repealed in its entirety and reenacted as follows:

TABLE OF EQUIVALENT UNITS

CLASSIFICATION	EQUIVALENT UNIT
1. Single family residence (per lot size)	
Up to 8,000 sq. ft.	1.0
8,001-10,000 sq. ft.	1.2
10,001-12,000 sq. ft.	1.3
12,000 or more sq. ft.	1.4

Section 2. Part 4 of the table found in Section 12.16.060 of the Eagle Municipal Code is hereby deleted in its entirety, with the remainder of the table renumbered accordingly.

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.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON SEPTEMBER 10, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Board of Trustees

From: Bryon McGinnis, Public Works Director

Date: September 10, 2019

Agenda Item: Violet Lane Water Line: Pay Application No. 4

REQUEST:

Staff is requesting the Board review the Violet Lane Water Line: Pay Application No. 4 in the amount of \$67,101.93 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 and the Union Pacific Railroad bore. 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: \$405,951.92

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. 4 in the amount of \$67,101.93 to Hobbs Excavating and Trucking, LLC.

ATTACHMENTS:

- Hobbs Excavating and Trucking, LLC's Pay Application No. 4
- SGM Memo: Recommendation of Payment

Contractor's Application for Payment No.

To (Owner): Town of Eagle	Application Period: 8/16/19 to 8/31/19	Application Date: 8/29/2019
Project: Violet Lane Water Line	From (Contractor): Hobbs Excavating and Trucking	Via (Engineer): SGM
Owner's Contract No.: 52-59-752	Contract:	Pay application # 4
	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 5846,604.86
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 5846,604.86
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate).....	\$ 5405,951.92
			5. RETAINAGE:	
			a. 5% X \$405,951.92 Work Completed.....	\$ 20,297.60
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5a + Line 5b).....	\$ 20,297.60
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 5385,654.32
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 5318,552.39
			8. AMOUNT DUE THIS APPLICATION.....	\$ 567,101.93
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above).....	\$ 5460,950.54
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: 9-3-19

Payment of: \$ 567,101.93
(Line 8 or other - attach explanation of the other amount)

is recommended by: H. Scott Fink 9/4/19
(Engineer) (Date)

Payment of: \$ Sixty-Seven Thousand One hundred one dollars and 93 cents
(Line 8 or other - attach explanation of the other amount)

is approved by: Deron Dirksen 9/4/19
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

SUBCONTRACTORS APPLICATION FOR PAYMENT

DATE 8/16/2019 PERIOD ENDING 8/31/2019

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 4

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%
Violet Lane Water Line							
3	24" Class 52 DIP with field lock gaskets	\$ 344,116.89	\$ 182,948.45	\$ -	\$ -	\$ 182,948.45	53.2%
4	24" class 54 creek crossing	\$ 14,210.00	\$ 8,076.38	\$ 6,133.62		\$ 14,210.00	100.0%
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	\$ 28,755.88	\$ -		\$ 28,755.88	74.7%
7	24" butterfly valves	\$ 52,500.00	\$ 7,500.00	\$ 15,000.00		\$ 22,500.00	42.9%
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		\$ 15,000.00	100.0%
16	Brush Creek bypass	\$ 35,000.00		\$ 35,000.00		\$ 35,000.00	100.0%
17	Connect to existing system	\$ 10,500.00	\$ 10,500.00			\$ 10,500.00	100.0%
18	Irrigation vault excavation	\$ 2,500.00		\$ -		\$ -	0.0%
19	erosion control revegetation	\$ 15,000.00	\$ 1,500.00	\$ 7,000.00		\$ 8,500.00	56.7%
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	\$ 335,318.30	\$ 70,633.62	\$ -	\$ 405,951.92	48.0%

TOTAL	\$ 846,604.86			
TOTAL COMPLETED AND STORED TO DATE	\$ 405,951.92	PREVIOUS APPLICATIONS	\$ 335,318.30	THIS APPLICATION
VALUE OF STORED MATERIALS	\$ -			\$ 70,633.62
SUBTOTAL	\$ 405,951.92			\$ -
LESS 5% RETAINAGE	\$ 20,297.60			\$ 70,633.62
TOTAL EARNED LESS RETAINAGE	\$ 385,654.32			\$ 3,531.68
BALANCE TO FINISH	\$ 440,652.94			\$ 67,101.94
BALANCE TO FINISH plus RETAINAGE	\$ 460,950.54			

Retainage



MEMORANDUM

TO: Town of Eagle
FROM: Scott Forrester, PE
DATE: September 4, 2019
SUBJECT: Violet Lane Waterline Pay App 4

The purpose of this memo is to provide a recommendation on payment of the fourth pay application from Hobbs Excavating and Trucking for the Violet Lane Waterline. The fourth invoice is for bypassing Brush Creek, installation of the 24" waterline and valves, and some erosion control/revegetation. 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 fourth pay application. The work has been completed per the contract. SGM recommends paying Hobb's Pay Application 4 for an amount of \$67,101.93. The Town is retaining \$20,297.60 and there is a \$460,950.54 balance to finish plus retainage remaining in the contract.

If you have any questions, please contact me.

Attachments: Pay Application 4



To: Honorable Mayor and Town Board of Trustees

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

Date: September 10, 2019

Agenda Item: Amendment to Section 4.4.110 of the Eagle Municipal Code
Inclusionary Residential Requirements for Local Employee Residency (LERP)

REQUEST:

Amend Section 4.4.110 of the Eagle Municipal Code, Inclusionary Residential Requirements for Local Employee Residency (LERP) to allow the payment of cash-in-lieu of compliance with the local residency requirements for new development and to allow for flexibility in the provision of local employee residences off-site.

BACKGROUND:

The Eagle Valley has experienced an influx of growth and continues to struggle with the high cost of housing that has not kept up with the earnings of area workers. In the fall of 2002, the Town adopted inclusionary residential requirements for local employee housing, titled “Local Employee Residency Program” (LERP). The program officially began in January 2004. The purpose of the Local Employee Residency Program is to increase the supply of permanently affordable housing for those who live and/or work in the Town.

Through the review of new residential development, Staff heard concerns that LERP was limiting in terms of how developers could fulfill local employee residency requirements. Currently, a cash payment in lieu of local employee residences is not permitted, and off-site local employee residences may not be approved.

ANALYSIS:

The objective of this proposed Code amendment is to review the Eagle Land Use and Development Code to do the following:

- Provide options to comply with the local employee residency requirements.
- Improve the affordability and variety of housing choices for local workers.
- Align the land use regulations with affordable housing goals and objectives.

COMMUNITY INPUT:

The proposed Code amendment will be open for public comment at the September 10, 2019, Town Board meeting.

BUDGET:

None.

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 Code amendment has the potential to stimulate economic vitality by providing numerous sectors of the business community with an expanded inventory of housing thereby filling vacant positions; and continuing to advance Eagle as a government, business, and recreational hub for the region.
2. Major Objective #8: The Code amendment 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 Code amendment furthers the goals and objectives of the Community and Strategic Plans.

RECOMMENDED ACTION OR POTENTIAL MOTIONS:

Staff recommends **approval** of the Code amendment to Section 4.4.110 of the Eagle Municipal Code Inclusionary Residential Requirements for Local Employee Residency (LERP).

ATTACHMENTS:

1. Ordinance No.21 (Series of 2019)

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 21
(Series of 2019)

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AMENDING SECTION 4.04.110 OF THE EAGLE MUNICIPAL CODE TO ALLOW THE PAYMENT OF CASH IN LIEU OF COMPLIANCE WITH THE LOCAL EMPLOYEE RESIDENCE REQUIREMENTS FOR NEW DEVELOPMENT AND TO ALLOW FOR THE PROVISION OF LOCAL EMPLOYEE RESIDENCES OFF-SITE

WHEREAS, the Board of Trustees finds that in certain circumstances, it may further the public health, safety and welfare to allow developers to submit cash payments in lieu of satisfaction of the local employee residency requirements set forth in Section 4.04.110 of the Eagle Municipal Code; and

WHEREAS, the Board of Trustees also finds that in certain circumstances, it may further the public health, safety and welfare to allow developers to provide local employee residences off-site.

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

Section 1. Section 4.04.110.E.3. of the Eagle Municipal Code is hereby amended as follows

Section 4.04.110. Inclusionary residential requirements for local employee residency.

* * *

E. Residential development requirements.

* * *

3. *Location and character of local employee residences.* Local employee residences shall be distributed throughout the proposed development, to the extent possible. Off-site LOCAL EMPLOYEE RESIDENCES ~~housing~~ MAY ~~will not~~ be approved, WITH THE DEVELOPER'S CONSENT IN THE TOWN'S DISCRETION, AT A LOCATION TO BE DETERMINED BY AGREEMENT OF THE TOWN AND THE DEVELOPER. A cash payment in lieu of local employee residences MAY ~~shall not~~ be permitted, WITH THE DEVELOPER'S CONSENT IN THE TOWN'S DISCRETION, IN AN AMOUNT TO BE DETERMINED BY AGREEMENT OF THE TOWN AND THE DEVELOPER. The proposed character and density of local EMPLOYEE RESIDENCES ~~resident housing units~~ shall be compatible with the surrounding land uses and neighborhood character, and suitable for the proposed site. Development and

construction of local EMPLOYEE RESIDENCES ~~resident housing units~~ shall comply with all other requirements of this Title.

* * *

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 AND ORDERED PUBLISHED this 10th day of September, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



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.

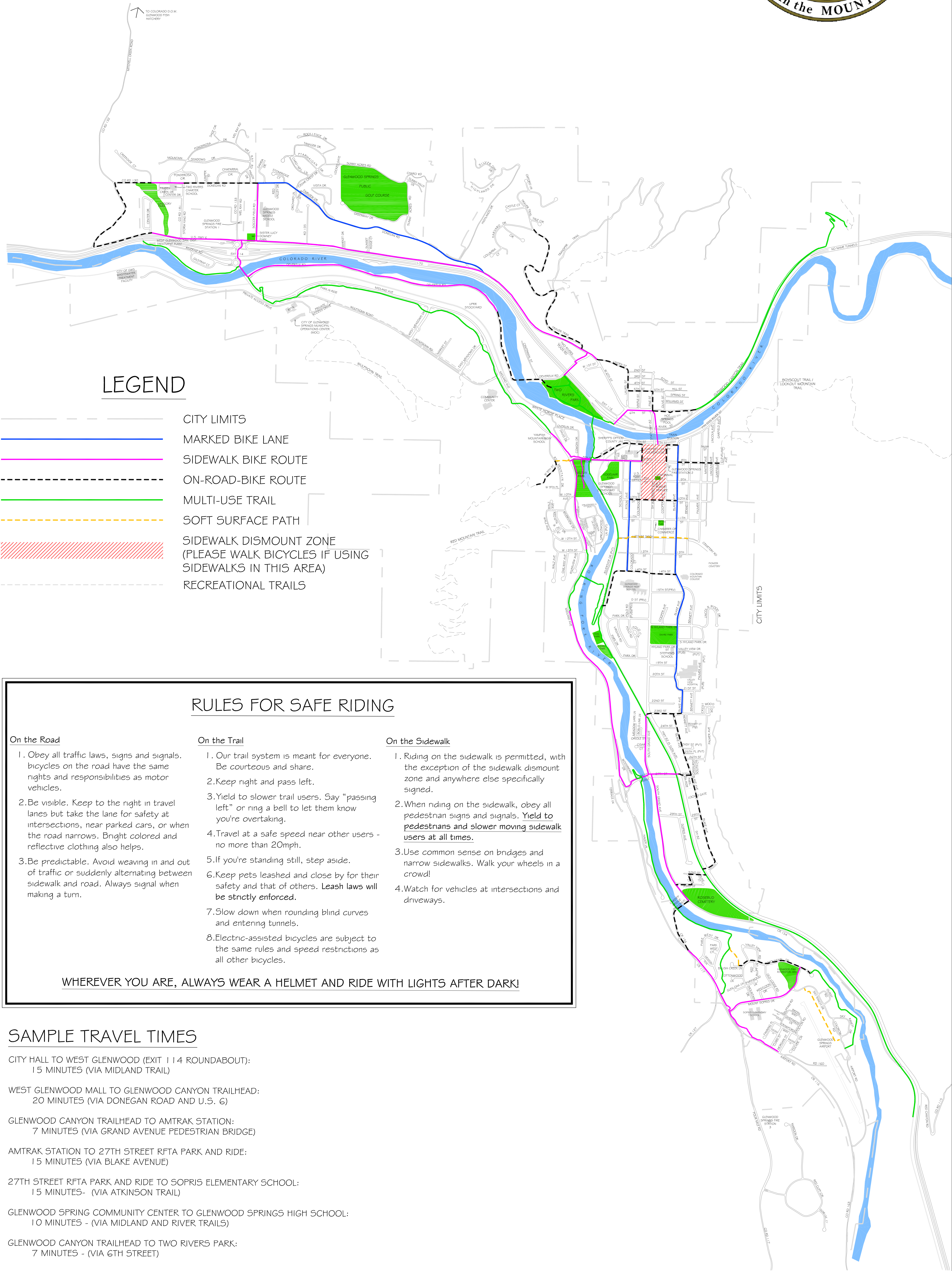
- (1) A person engaged in the business of selling bicycles or electrical assisted bicycles at retail shall not sell any bicycle or electrical assisted bicycle unless the bicycle or electrical assisted bicycle has an identifying number permanently stamped or cast on its frame.
- (2) For the sake of uniformity 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).



Climate Action Collaborative
Kim Schlaepfer, Project Manager
303-842-2423
kims@walkingmountains.org
www.climateactioncollaborative.org

ATTN: Eagle County Board of County Commissioners

RE: Eagle County Needs a Visionary Transit Director

The County's support of the Climate Action Collaborative for Eagle County (CAC) has enabled the community to band together to combat local climate change that is threatening our way of life. However, despite the progress we have made through the Collaborative initiatives there is a lack in leadership and action to reduce emissions from our transportation sector.

One of our biggest challenges is reducing greenhouse gas emissions from transportation. Not only is this sector currently the largest source of our community emissions, but transportation emissions increased 7% from 2014 to 2017. This is a deeply concerning trend which forecasts that transportation emissions will represent more than half of our GHG emissions by 2050 from its 2017 level of 36%.

We see the County as the main vehicle to reverse this trend. It is imperative that the new transit director is a visionary leader who grasps the seriousness of the challenge and can drive immediate action to yield tangible results.

There is ample opportunity to reduce emissions from the way we travel around Eagle County. Ours is a narrow valley with I-70, Highway 6, and a railroad corridor running through it.

Better transit will help to solve some of our community's biggest problems. Currently, the average Eagle County resident drives 40 miles per day, double the national average. A majority of the community drives everywhere they go, with transit ridership representing less than 10% of the commuting population (2010 Census). The rate of alcohol impaired driving crashes per population in Eagle County is 2.6 and much higher than the state rate of 1.9 for drivers ages 16-34. A primary driver of this is lack of public transportation options to get people home safely once impaired (ERYC Safe Driving Coalition, 2017 CO Department of Revenue traffic crash data). The high cost of housing in proximity to employment centers exacerbates the problem. Eagle County's limited commuter transit schedules do not offer an alternative to driving for many of those who have had to move far from their workplace to find an affordable place to live.

The bottom line? Public transportation in Eagle County is not meeting the needs of our community to deliver a safe, reliable, easy, and affordable travel option and to achieve the critical GHG emission reductions.

If every Eagle County resident were to leave their single occupancy vehicles at home and take an alternative form of transportation just twice a week, our transportation sector emissions would decrease 17% from our 2014 levels.

Solutions are clearly spelled out in the results of ECO Transit's ridership survey. The timing and frequency of trips, first/last mile options, confusing schedules/maps, and ticket cost are primary barriers. The resulting traffic and parking shortages from low transit ridership impose high costs on our community – in health/wellness, economic development, and climate impacts. We understand that

currently, ECO Transit is working to implement some of these recommendations, but we believe the rate of change is not sufficient to address our climate emission concerns.

Looking ahead, we envision multi-modal transportation system that is an efficient and reliable alternative to SOV (single-occupancy vehicle) transportation. The system we envision should be free for the end user and incorporate bike share, e-bikes, on-demand shuttles, and more. We believe the County and ECO transit has an abundance of actionable items to begin immediate implementation of strategies that will increase transit ridership and expand and improve upon current transit services.

Our community cannot afford not to make the investments necessary to reverse the detrimental impacts that insufficient public transit is having on our climate and community health. Neighboring counties have proven that successful transit systems are within reach. It is not a lack of interest from people to use transit, but a failure to be bold in planning an optimal system to meet 21st century transportation challenges.

We are excited about new leadership in ECO Transit and for our community to realize someone who shares our vision for an integrated, multi-modal transportation system. Additionally, we need the Director to be open to listening to community feedback and partnering with leaders in the community to bring about transit solutions that meet the needs of each town. Bringing strong and visionary leadership to ECO Transit presents an incredible opportunity to elevate the current status quo of adequate and under-utilized service to providing exceptional and innovative service while increasing ridership and meeting a variety of community needs.

The Leadership Team from the Collaborative respectfully submits this letter to the Board of County Commissioners to share our vision for the future of public transit with the hope it will be taken into consideration in finding the ideal candidate for this critical position.

Respectfully,

The Leadership Team of the Climate Action Collaborative

Kim Schlaepfer, Climate Action Collaborative, Project Manager

Sarah Smith-Hymes, Mayor of Avon

Dan Leary, President of Traer Creek Metro District

Matt Donovan,

Kim Langmaid, VP of Sustainability Walking Mountains Science Center

Mikayla Curtis, Eagle River Youth Coalition

Town of Eagle, Town Council (pending approval on Tuesday)

Town of Vail, (pending approval from Town Manager)