



Town Council
Tuesday, May 23, 2023
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be an in-person meeting with access via Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 242 229 362 246

Passcode: 9jCo8n

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

Or call in (audio only)

[+1 469-770-0416,,917818440#](#) United States, Dallas

Phone Conference ID: 917 818 440#

Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees.

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

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

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

CALL TO ORDER - 6:00 PM

OATH OF OFFICE

1. Jamie Woodworth Foral

ROLL CALL

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

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

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

1. Net Zero Action Plan, Kristen Hartel
2. Climate Action Collaborative - Eagle County Electric Vehicle Infrastructure Plan, Gina McCrackin
3. Proclamation - National Police Week 2023

CONSENT AGENDA - 6:40 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes - May 9, 2023
2. Resolution 30, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds in Escrow Due to the Completion of Public Improvements"
3. Resolution 31, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Members to the Downtown Development Authority Board of Directors"
4. Resolution 32, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with RRC Associates to Create an Economic Dashboard"
5. Resolution 34, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Construction Contract with 360 Paving, LLC for 2023 Street Resurfacing Project"

STAFF REPORTS - 6:45 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

LIQUOR LICENSE AUTHORITY - 6:50 PM

1. PUBLIC HEARING: Wild Sage Eagle LLC dba Wild Sage - Request for Transfer of Hotel & Restaurant Liquor License at 1143 Capitol Street 104A&B

BUSINESS ITEMS - 6:55 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. PUBLIC HEARING: SS23-01 North Broadway Sketch Review
2. Resolution 37, Series 2023 "A Resolution of the Town Council of The Town of Eagle, Colorado Approving the Engineering Scope of Services and Fee Proposal from Mott Macdonald for Wastewater Treatment Plant Improvements Design – Phase 1"
3. Residential Broadband Service and Fee Schedule Amendment
 - a. Resolution 35, Series 2023 "A Resolution of the TOWN Council of the Town of Eagle, Colorado, Amending the 2023 Fee Schedule Pursuant to Section 2.34 of the Eagle Municipal Code to Include Residential Internet Service Under Broadband Fees"
 - b. Resolution 36, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving Delivery of Wireless Residential Broadband"
4. ReCode Eagle Update: Design Standards and Local Employee Residency Program (LERP)
5. PUBLIC HEARING: Resolution 29, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado, Providing for a Supplemental Appropriation of Funds to the Various Funds and Spending Agencies, in the Amounts and For the Purposes as Set Forth Below for the 2023 Budget Year"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 9:00 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 9:15 PM

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

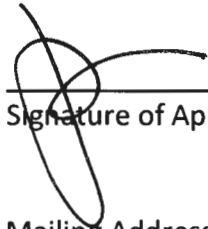


Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI – Eagle Guest

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT AND SATISFACTION OF REQUIREMENTS CRS 31-10-302(6) and Article III, Section 3.03 of the Eagle Town Charter

I, Jamie Woodworth Foral hereby accept the consideration of appointment tendered by me voluntarily for the office of Council Member, Town of Eagle, County of Eagle, Colorado and hereby certify that I satisfy the requirements of **CRS 31-10-301** to be a candidate and hold municipal office; that I am a registered elector of the Town of Eagle, at least **18** years of age on the date of the election and a resident of the **Town of Eagle** for at least twelve consecutive months immediately preceding the date of the election.



Signature of Applicant

Mailing Address: PO Box 5106 Eagle CO 81631

Residence Address: 760 Castle Drive Eagle CO 81631

Email Address: jamiewoodworth1@gmail.com

Telephone Number: 970-471-4217

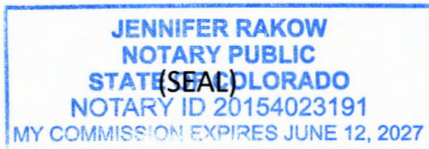
Date: MAY 12, 2023

NOTARY PUBLIC

STATE OF COLORADO)

COUNTY OF EAGLE)

Subscribed and sworn to me this 12 day of May, 2023.



Notary Public

Commission expires: June 12, 2027



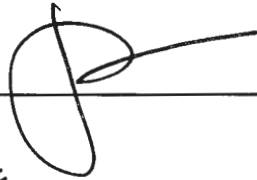
OATH

I, Jamie Woodworth Foral, swear, that I will support the Constitution of the United States, the Constitution of the State of Colorado, the Charter, and the ordinances of this Town, and will faithfully perform the duties of Council Member as assigned.

Sworn to this 12 day of MAY 2023.


Jenny Rakow, Town Clerk







To: Mayor and Town Council

From: Kristen Hartel, Adam Palmer Sustainability Fund

Date: May 16, 2023

Agenda Item: Net Zero Action Plan

On July 27, 2021, the Eagle Town Council adopted resolution 56-2021 to achieve the goal of net zero carbon emissions in the Eagle community by 2030. The Adam Palmer Sustainability Fund (the Palmer Fund) is helping to facilitate support and action in Eagle towards achieving this net zero goal through technical expertise and the mobilization of resource financing. Pursuing net zero offers Eagle the chance to lead a positive transformational effort in our community's history through economic growth, job opportunities, and a stronger and healthier community.

In partnership with the Palmer Fund, I authored a [Net Zero Action Plan \(NZAP\)](#) to guide the future of Eagle on our path toward net zero. This plan details the strategies and actions identified through extensive climate modeling that will help our community to simultaneously address energy, transportation, and waste emissions and achieve net zero. The NZAP provides a comprehensive road map for how Eagle can achieve net zero by 2030.

The Town of Eagle is a vibrant mountain community that is diverse, inclusive, and unique and strives to maintain and enhance the quality of life for everyone in our community. The Town has adopted seven guiding principles to establish a framework for developing more detailed standards and evaluating and implementing solutions. In addition, several guiding principles are addressed within the NZAP, including Appropriate Investment; Protecting Public Health, Safety, and the Environment; Reliable and Cost-Effective Services; Sound Planning; Sustainable Finances and Increasing Efficiency; and Transparency and Community Engagement. The Town has also developed a series of nine primary objectives in the most-recent strategic plan, including an objective to invest in environmental and energy sustainability.

Net zero is an ambitious goal that will require deep and broad commitment by everyone in Eagle. While reducing emissions is the primary objective, how we get there matters. By implementing the strategies identified in this plan, Eagle can help to cultivate healthier buildings, people, and air quality, resulting in a more equitable and prosperous community for everyone. Many of the strategies identified will result in cost savings along with economic and job growth for community members and the Town of Eagle. Furthermore, this plan allows us the opportunity to expand climate equity in our community by including access to newer and cleaner technologies, healthier homes and businesses, and more reliable and affordable transportation options. Pursuing many of the actions detailed within this plan will allow Eagle to access specific federal funding developed to support greenhouse gas emissions reduction measures.

As Councilmembers and visionaries, you have the opportunity to lead not only our community but other small mountain towns in the pursuit of net zero and climate action. Supporting the strategies and tactics laid out in this NZAP enables Eagle to embrace the co-benefits of climate action, ensure climate equity and community engagement, promote economic vitality, and achieve net zero by 2030.

In loving memory of Adam Palmer, Andy Jessen, and Seth Bossung

20
23

TOWN OF EAGLE

NET ZERO ACTION PLAN

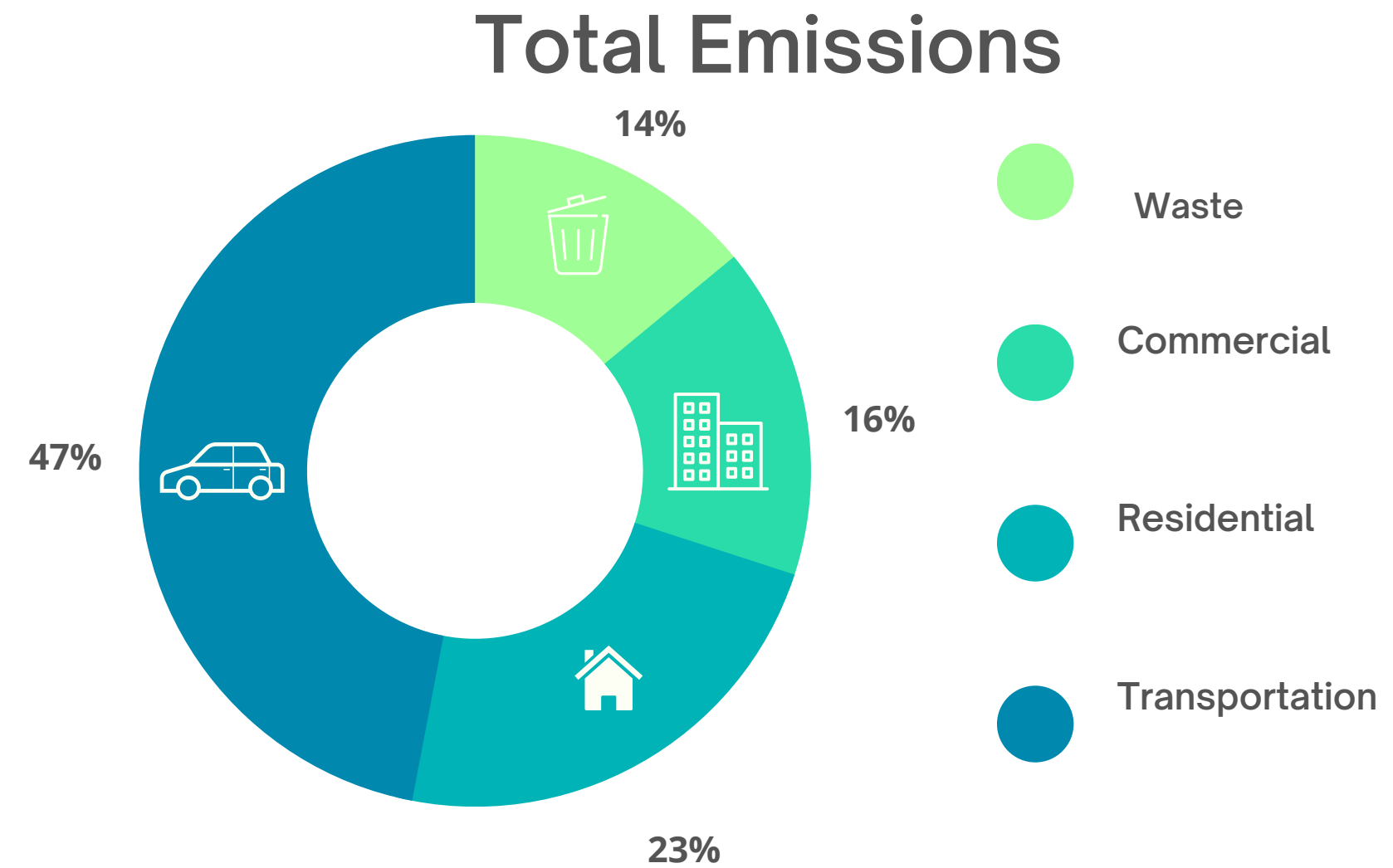


Read the full report [here](#).

Baseline Greenhouse Gas Emissions

A baseline greenhouse gas inventory for 2020 was completed using ICLEI's ClearPath software in combination with the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC).

- Total emissions estimated at 85,078 MTCO₂e.
- This equates to over 11 MTCO₂e generated per Eagle resident in 2020.



Eagle's greenhouse gas emissions in 2020 by sector

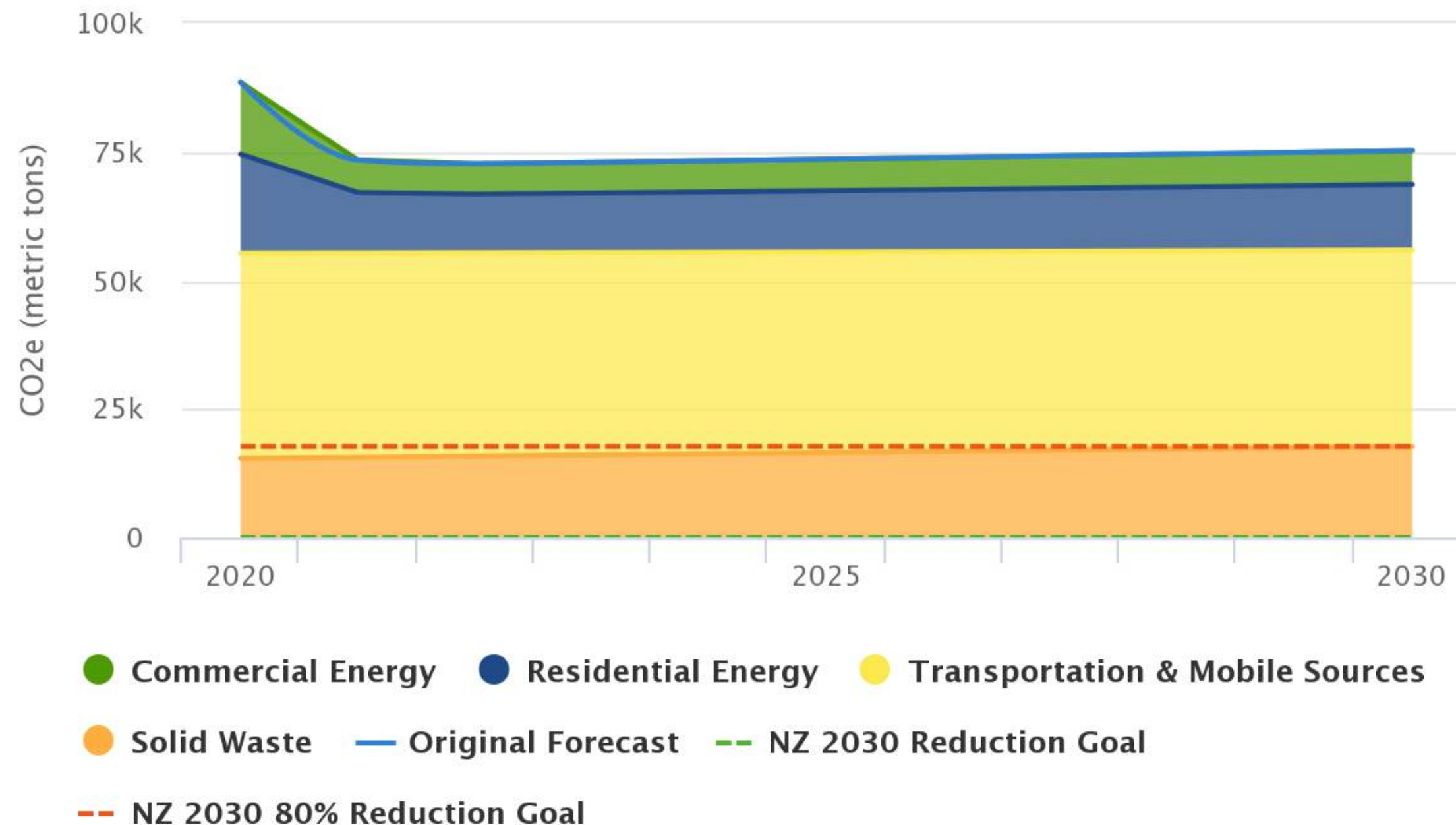


Greenhouse Gas Emissions Forecast

The following business-as-usual (BAU) forecast models how emissions are expected to increase through 2030.

- Assumes a projected population growth rate of 1.4% per year.
- Reflects Holy Cross Energy's commitment to providing 100% renewable energy by 2030.

Projected CO2e Emissions under Business-As-Usual Scenario



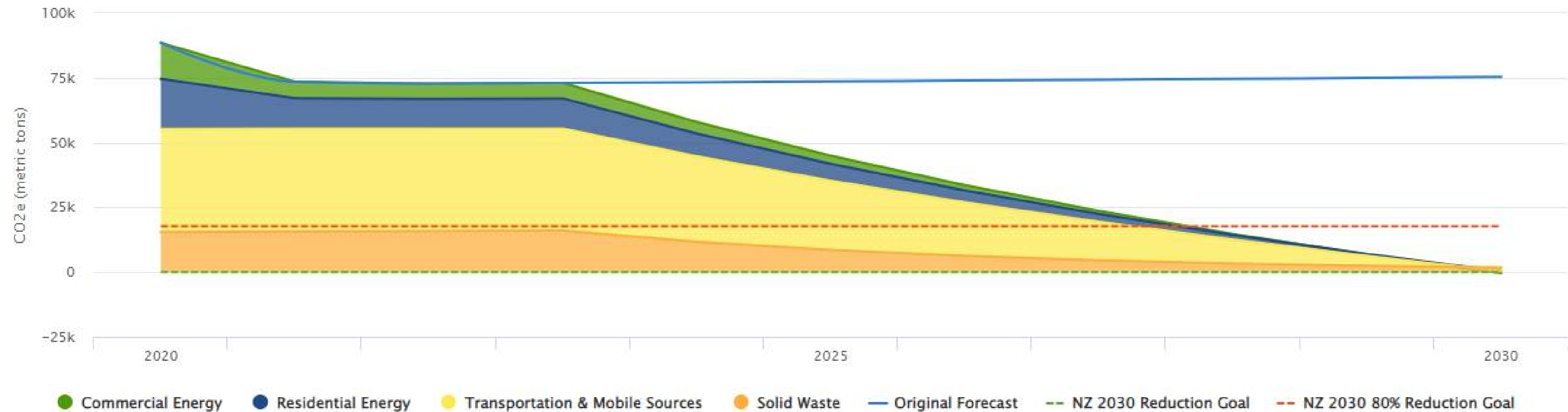
Under business as usual, Eagle's greenhouse gas emissions are likely to continue relatively steadily, with a decrease due to Holy Cross Energy's 100% renewable energy portfolio and a slight increase due to population growth.

The Path to Net Zero

- Strategic modeling was completed for low, medium, and high-investment scenarios.
- The graph below shows Eagle achieving net zero in the high-investment approach in combination with the business-as-usual assumptions.

The results of the modeling are encouraging in revealing that net zero is achievable. It will require significant time, financial, and community investment, coupled with dedication and commitment from the Town, residents, and businesses over the next 7 years.

High-Investment Scenario, 2020-2030

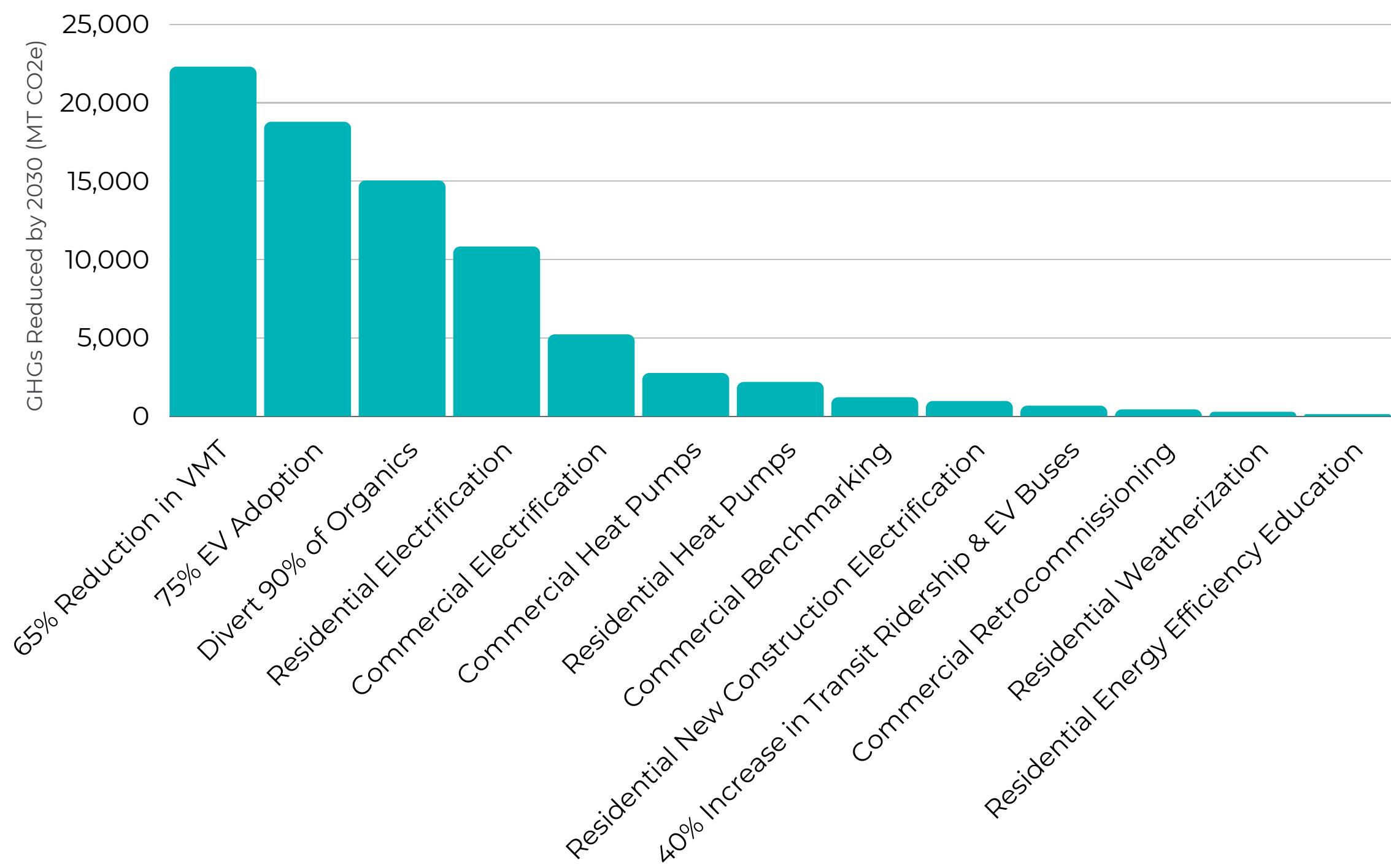


If Eagle can successfully implement every high-level implementation measure contained in the NZAP, we can achieve net zero by 2030.

Key Strategies

- The proposed 2030 target and associated estimated GHG emissions reductions.
- A projected feasibility analysis for each strategy, ranking actions based on technical feasibility, ease of implementation, financial viability, and mainstreaming potential.
- Annual Key Performance Indicators (KPIs).
- Opportunities to address co-benefits, climate equity, community engagement, and behavior change.

Comparison of GHG Emissions Reduction Potential



TRANSPORTATION

65% Reduction in Vehicle Miles Traveled (VMTs)

- **2030 GHG Reduction: 22,278 MTCO₂e**
- Policies & incentives to reduce VMTs & single-occupancy vehicle trips:
 - Increasing public transit ridership through EVTA
 - Multi-modal strategies
 - Reduce commuting VMTs: Remote work (eg. CAC's Trends with Benefits), flexible work arrangements, smart commuting
 - Assumes 75% of remaining VMTs are completed by EVs



75% EV Adoption

- **2030 GHG Reduction: 18,764 MTCO₂e**
- Expand public EV charging
- Incorporate EV charging & EV-preferred parking into all future developments
- Zero-emission municipal fleet for ToE

WASTE

Reduce Carbon Intensity of Waste by 90%

- **2030 GHG Reduction: 15,021 MTCO₂e**
- Focus on diverting organics, since organics have the highest carbon intensity.
- Waste Hauler Reporting requirement.
- Universal Waste Ordinance requiring trash, recycling, and compost service.
- Combined approach to infrastructure and behavior change.



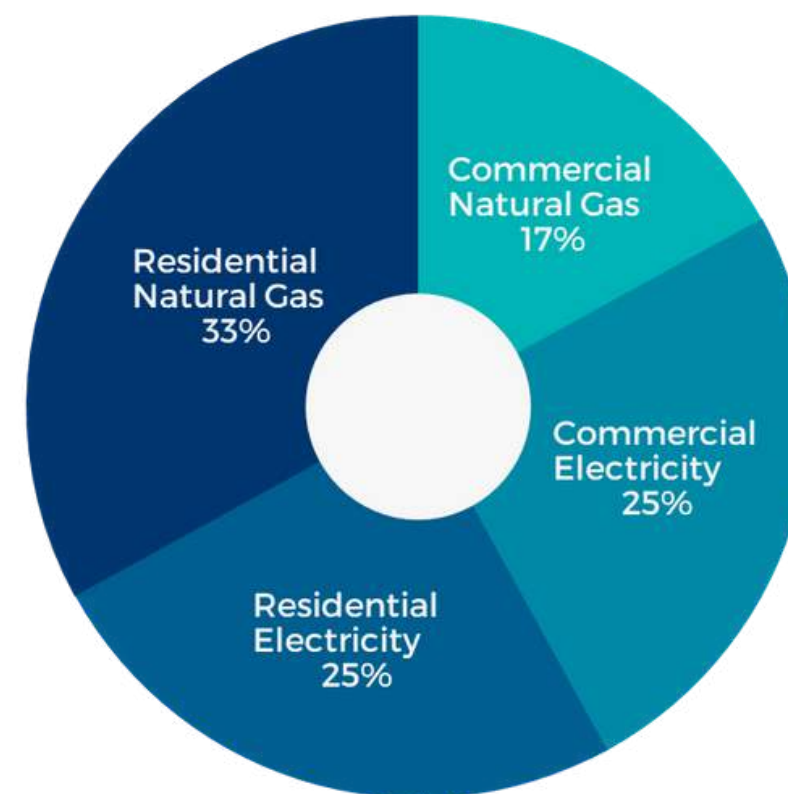
BUILDING ELECTRIFICATION



Residential + Commercial Electrification

- **Total 2030 GHG Reduction: 16,016 MTCO₂e**
- 2030 Target: 50% of existing residential & commercial buildings.
- Potential for economic development & workforce expansion.
- Primary opportunities include cold climate heat pumps, electric water heaters, induction cooktops, and electric ovens.

Building Energy Use



Eagle's emissions in 2020 from buildings
by fuel and use type

Residential

- 10,811 MTCO₂e reduced by 2030.
- Cost-effective in Colorado.¹

Commercial

- 5,205 MTCO₂e reduced by 2030.
- Potential for simple payback of less than 10 years on average, without rebates.²

¹ GDS Associates, Inc. (2020). *Beneficial Electrification in Colorado: Market Potential 2021-2030*. Prepared for Colorado Energy Office.

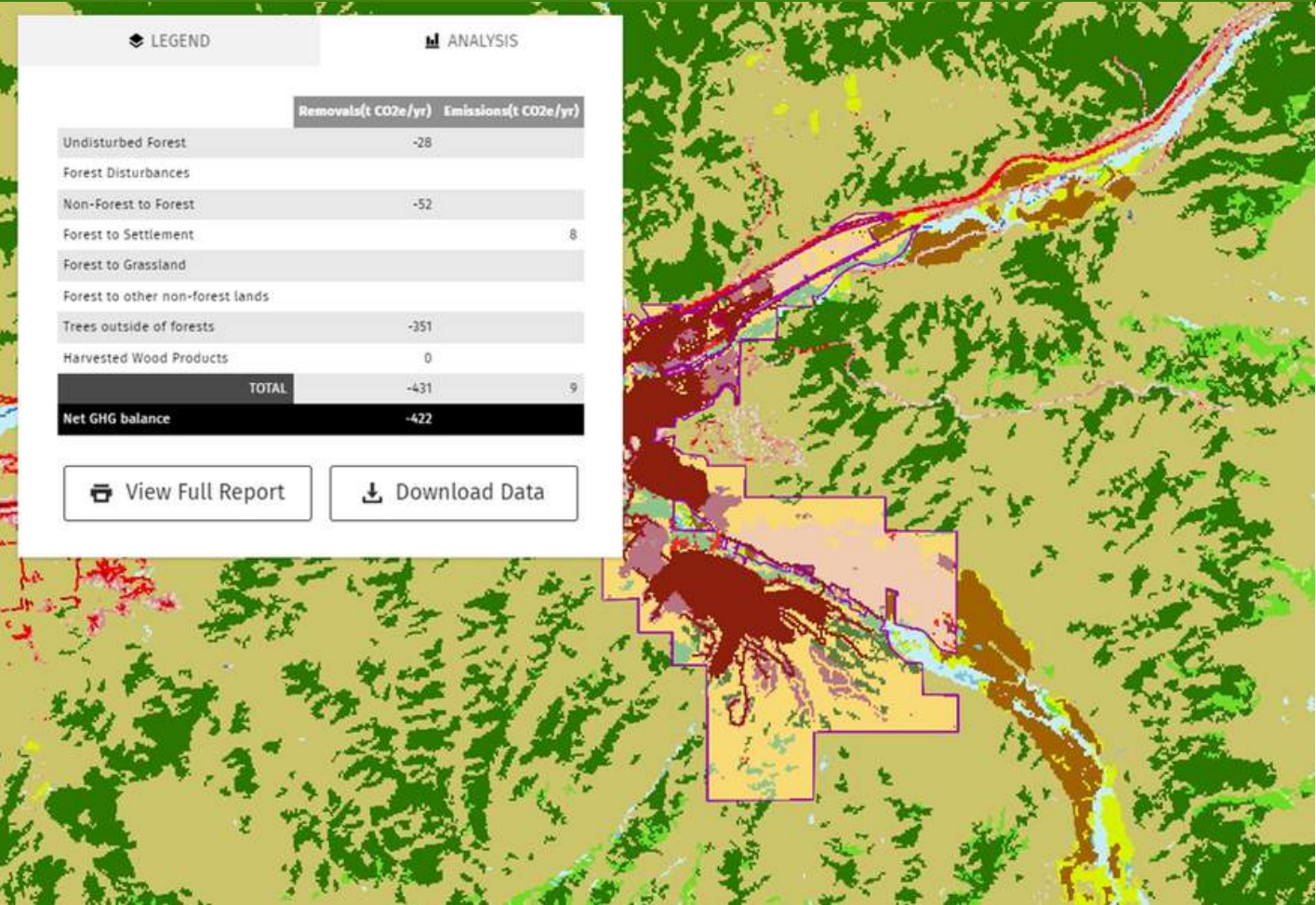
<https://drive.google.com/file/d/17bMnJv-5YgleW3y6NERyqYBRhtYm7BR6/view>

² Cohn, C., and N. W. Efram (2022). *Building Electrification: Programs and Best Practices*. Washington, DC: American Council for an Energy-Efficient Economy.
<https://www.aceee.org/research-report/b2201>

Carbon Sequestration

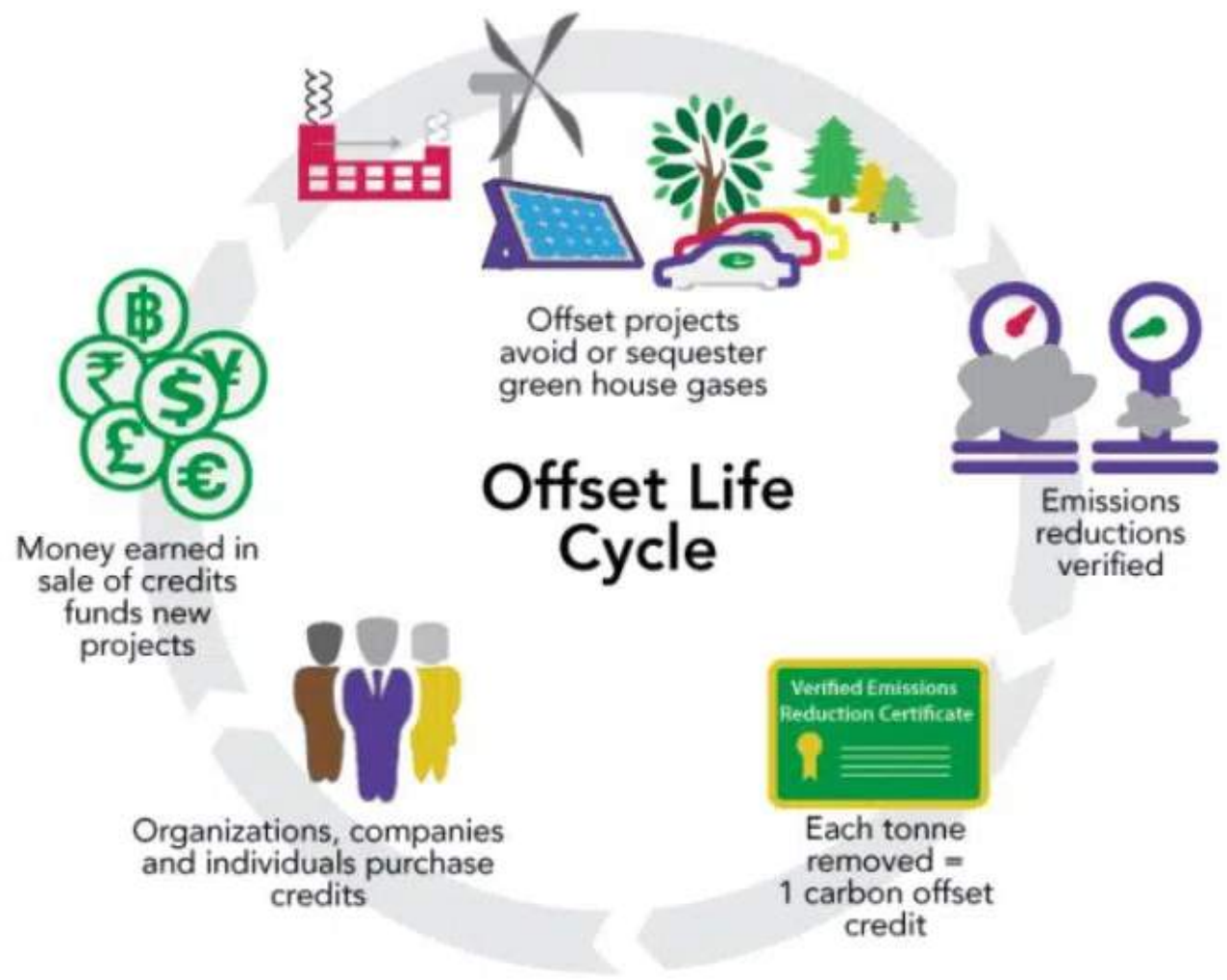
- Natural climate solutions (NCS), including improved land management, conservation, and restoration, are actions that increase carbon storage in the soil or avoid greenhouse gas emissions in landscaped areas.

Eagle removes an average of 422 MTCO₂e per year through land cover and forestry.



LEARN analysis reflecting estimated CO₂e removals from forests and trees.

Carbon Offsets



- Priority focus on reducing emissions.
- Secondary focus near 2030 on carbon offsets to offset any emissions that cannot immediately be reduced, removed, or avoided.
- Adopt best practices.

Funding

- Extensive funding opportunities for local governments and public facilities through CEO & IRA. Potential for dedicated climate-specific funding mechanisms.
- Private sector funding from CEO, IRA, Colorado Clean Energy Fund, EnergySmart Colorado, & Holy Cross Energy.
- Transportation funding from Charge Ahead Colorado, CLEER, tax credits, CEO, and grant opportunities.

IRA includes \$400 billion for clean energy, transportation, and environmental initiatives. Roughly \$43 billion in tax credits aims to reduce emissions through electrification, efficiency upgrades, and EVs.



The Palmer Fund: Funding Through Philanthropy

- Our aim is to provide funding to close the gap between the actual cost of implementation and realistic affordability for residents.
- The Palmer Fund is structured to provide grants and revolving loan funds for initiatives identified in the NZAP.
- Community Micro Finance Program is open! Funding & grants up to \$3,000 available. Applications accepted through September 1.



apsfund.org

Roadmap to 2030

2023

- Universal Waste Hauling Ordinance for compost & recycling and Waste Hauler Reporting Requirement
- Consider additional electrification rebates for early adopters
- Increase compost & recycling in downtown areas
- Provide free bus service to up-valley recreation and commercial hubs
- EV charging plan & regulatory framework for future development
- Residential New Construction Electrification Code Requirement
- Adopt EV municipal fleet and charging plan for Town of Eagle
- Benchmarking and retro-commissioning ordinance

2024

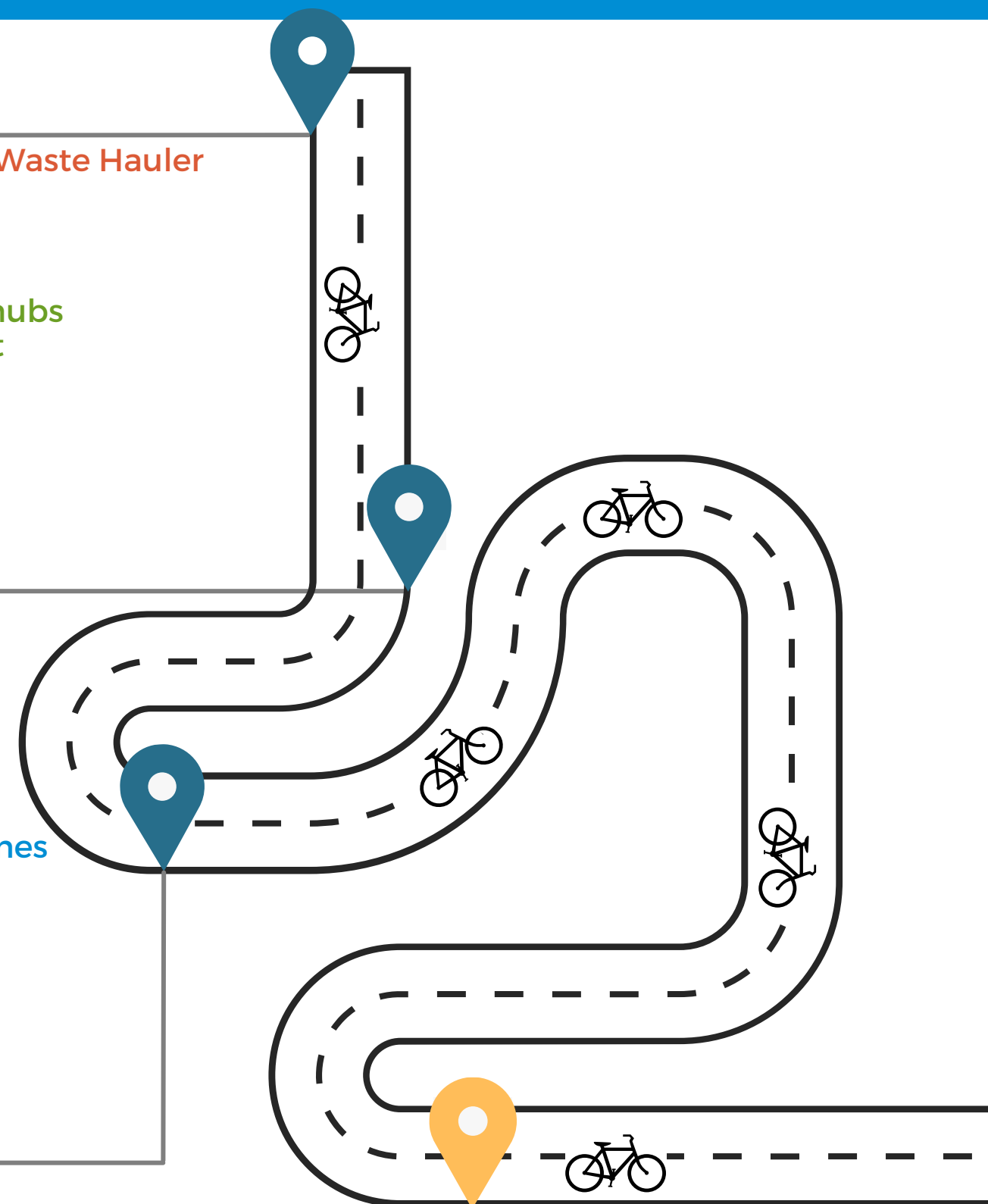
- Town of Eagle policies to lead by example (e.g., electrification, retro-commissioning, remote work)
- Electrify Eagle plan to streamline electrification and weatherization upgrades
- Collaborate with EVTA to expand bus routes and offer free up-valley, in-town, and Eagle/Gypsum circulators
- Expand subsidized weatherization program for all homes
- Multi-modal and bike infrastructure plan
- E-bike sharing program
- Residential energy efficiency education program
- Town-wide collection sites for yard waste

2025

- Regulation requiring C&D diversion
- Require electrification replacements for end-of-life mechanical equipment and appliances
- Explore microtransit options
- Consider EV rebates
- Expand food reuse program to include restaurants and catering
- Tactical roadmap for remaining commercial & residential decarbonization
- Pursue rail transit opportunities with CAC & Eagle County

2026 - 2030

- Assess and evaluate
- Plan for the future based on programmatic gaps and emissions



Acknowledgements

This Net Zero Action Plan would not have been possible without significant contributions in time, energy, and thought of many. Thank you to the stakeholders and community members that provided input and support in the development of this plan.

Laura Hartman, Adam Palmer Sustainability Fund, Executive Director

John Gitchell, Adam Palmer Sustainability Fund Board Member and Eagle County Climate Action Manager

Geoff Grimmer, Adam Palmer Sustainability Fund Board Member and Eagle Town Council Member

Keith Klesner, Adam Palmer Sustainability Fund Board Member and Holy Cross Energy Board Member

John Widerman, Adam Palmer Sustainability Fund Board Member and FirstBank Banking Officer

Erica Sparhawk, CLEER

Kate Kirkman, Eagle County

Brad Davis, Holy Cross Energy

Kyle Lord, Holy Cross Energy

Lisa Reed, Holy Cross Energy

Sam Whelan, Holy Cross Energy

Kim Schlaepfer, Lotus Sustainability

Charlotte Lin, Town of Avon

Nikki Davis, Town of Eagle

Molly Furtado, Town of Eagle

Larry Pardee, Town of Eagle, Town Manager

Nick Sunday, Eagle Town Council Member

Beth Markham, Town of Vail

Amelia Kovacs, Walking Mountains Science Center

Nikki Maline, Walking Mountains Science Center

Gina McCrackin, Walking Mountains Science Center

This plan also recognizes the impact that Adam Palmer, Andy Jessen, and Seth Bossung had on our community and pursuit of net zero.



ELECTRIC VEHICLE INFRASTRUCTURE PLAN

EAGLE COUNTY, COLORADO



CONTENTS

EXECUTIVE SUMMARY	3
ACKNOWLEDGEMENTS.....	4
ABBREVIATIONS	4
INTRODUCTION.....	5
SUSTAINABILITY STATEMENT	6
EQUITY	7
VISION.....	8
PURPOSE	8
GOALS.....	8
EXISTING CONDITIONS & FUTURE PREDICTIONS: STATE OF COLORADO ...	9
EXISTING CONDITIONS & FUTURE PREDICTIONS: EAGLE COUNTY	12
MAPS	16
EV PLAN STRATEGIES.....	20
Funding.....	21
Infrastructure	22
Education & Outreach	24
APPENDICES	26
Appendix A: EV Infrastructure Strategies.....	27
Appendix B: Equity Considerations for Installing EVSE.....	29
Appendix C: ADA Considerations & Resources.....	30
Appendix D: Fire Mitigation Resources.....	31
Appendix E: Local EV Experts	32

EXECUTIVE SUMMARY

In 2016, the Climate Action Plan for the Eagle County Community (CAP) declared that “our mountain community is at risk,” risk from shorter and warmer winters, hotter summers, and changing mountain ecosystems¹. To combat the effects of climate change, the [Eagle County Climate Action Collaborative \(CAC\)](#) was formed in 2018 to implement the recommendations from the CAP. This stakeholder collaboration is made up of local governments, businesses, and nonprofits, all with the shared goal of reducing greenhouse gas (GHG) emissions 50% by 2030 and 80% by 2050.

According to the 2021 inventory of Eagle County’s GHG emissions, transportation accounts for 42% of total emissions². To reduce this large portion of emissions, the 2020 CAP Update has set a priority action to increase the number of electric vehicles (EVs) registered in Eagle County by 2% each year as a priority action³. To meet this goal, Eagle County will need 13,542 registered EVs on the road by 2030.

Adding thousands of EVs will require significant investment in electric vehicle supply equipment (EVSE), better known as EV chargers. We know that the lack of public EVSE is a barrier many drivers cite as a reason for not purchasing an EV⁴. As of December 2022, there were 106 public EV charging plugs in Eagle County⁵. To support the goal of 13,542 EVs by 2030, Eagle County will need to add at least 1,129 public plugs (using a 12:1 EV-to-plug ratio).

The Eagle County Electric Vehicle Infrastructure Plan serves as an extension of the CAP 2020 Update, laying out resources and strategies for equitably placed EVSE that will allow Eagle County to meet its EV adoption goal.

In late 2022, the CAC convened municipal staff and local EV experts to create this plan. Over the course of

four meetings, the EV Task Force developed three goals of the plan, categorized by: Funding, Infrastructure, and Education & Outreach, each with accompanying strategies. A table of each goal and its strategies can be found in Appendix A.

Moving forward, the Eagle County EV Infrastructure Plan represents a resource for local governments to plan for EVSE installation that is equitable and supports the goal of increasing the number of EVs registered in Eagle County by 2% each year.

Action over the next few years is critical to meeting our goal of reducing GHG emissions 50% by 2030. Municipalities must accelerate the pace of EV adoption by installing public EVSE. This plan provides resources and direction for installing EVSE across Eagle County so that we can meet our goal.



¹ Langmaid, Kim, Kelsey Maloney, Larissa Reed, and Scott Robinson. 2016. [Climate Action Plan for the Eagle County Community](#). Avon, Colorado.

² Matzl, Christina, Erica Sparhawk. 2023. [Eagle County Energy Inventory](#). Eagle County, Colorado.

³ The Climate Action Collaborative. 2020. [Climate Action Plan Update 2020 Executive Summary](#). Avon, Colorado: Walking Mountains Science Center.

⁴ Kodjak, Drew. 2012. [Consumer Acceptance of Electric Vehicles in the US](#). EPA. Washington, DC: The International Council on Clean Transportation.

⁵ EvaluateCO. 2022. [Atlas Public Policy](#). September 2022.

ACKNOWLEDGEMENTS

Walking Mountains Science Center (Walking Mountains) and the CAC would like to extend a sincere thank you to the following stakeholders for their time, effort, and commitment to develop the Eagle County Electric Vehicle Infrastructure Plan:

- Martín Bonzi, Clean Energy Economy for the Region
- Becky Close, Town of Gypsum
- John Gitchell, Eagle County
- Stefan Johnson, Holy Cross Energy
- Kate Kirkman, Eagle County
- Charlotte Lin, Town of Avon
- Max Morgan, Town of Avon
- Nicole Mosby, Eagle County
- Derek Place, Town of Avon
- Ginette Puidokas, Holy Cross Energy
- Chris Southwick, Town of Vail
- Ian Stern-Markovitz, EV Connect
- Patrick Tvarkunas, community member
- Craig Wilmers, Town of Avon

Support to create the maps found within this plan provided by the Eagle County Geographic Information System (GIS) Department:

- Amy Keeley, GIS Manager
- Scott Fleming, GIS Analyst

Plan written and designed by:

- Gina McCrackin, CAC Manager
- Will Barror, CAC Coordinator
- Estefania Godoy, WMSC Marketing Coordinator
- Paul Abling, WMSC Marketing Director
- Julie Kapala, WMSC Marketing Manager
- Ali + Aaron Creative

ABBREVIATIONS

- ADA - Americans with Disabilities Act of 1990
- ABA - Architectural Barriers Act of 1968
- BEV - Battery electric vehicles
- CAC - Eagle County Climate Action Collaborative
- CAP - Climate Action Plan for the Eagle County Community
- CDOT - Colorado Department of Transportation
- CDPHE - Colorado Department of Public Health and the Environment
- CEO - Colorado Energy Office
- CLEER - Clean Energy Economy for the Region
- DCFC - Direct current fast charger
- EV - Electric vehicle
- EVSE - Electric vehicle supply equipment
- GHG - Greenhouse gas
- GIS - Geographic information system
- HCE - Holy Cross Energy
- HOA - Homeowners association
- ICE - Internal combustion engine
- IECC - International Energy Conservation Code
- NEVI - National Electric Vehicle Infrastructure Plan
- SOV - Single occupancy vehicle
- SUV - Sport utility vehicle
- SWEEP - Southwest Energy Efficiency Project
- VVP - The Vail Valley Partnership
- WMSC - Walking Mountains Science Center
- ZEV - Zero emissions vehicle

INTRODUCTION

According to a survey administered by the CAC, 86% of Eagle County community members are alarmed or concerned about climate change and believe that individuals and governments need to act ⁶. Our community members witness our winters starting later and ending earlier, our snowpack and freshwater resources becoming less reliable, and our summer seasons getting hotter and drier, all of which impact local biodiversity and livelihoods in our recreation-based economy. Rigorous research affirms that our community members' anecdotal experiences of warming temperatures are factual ⁷.

The feat of halting climate change may feel like a paralyzing task to the individual, however, climate change is a collective problem that can only be solved with collective action. Everyone, from rural, local communities like ours, to global cities, must do their part to solve the climate crisis. This understanding was the driving force behind the creation of the Eagle County CAP, and the Eagle County EV Infrastructure Plan.

The first Eagle County CAP was created in 2016 when an inspired group of over thirty local governments, businesses, utilities, nonprofits, and special districts came together to set GHG emissions reduction goals for our community. Much progress has been made since then, and our 2020 CAP Update has committed us to reducing 50% of our GHG emissions by 2030, and 80% by 2050, from Eagle County's 2014 baseline.

Eagle County GHG inventories disclose that transportation is the second largest GHG emitting sector, with passenger vehicles, such as sport utility

vehicles (SUV) and trucks, being the largest emitter within that category ⁸. By way of climate modeling scenarios conducted for the CAP update, we know that replacing gas-powered vehicles with EVs is the most impactful strategy to decrease GHG emissions from the transportation sector ⁹.

EV adoption in Colorado and beyond is well underway, with EVs making up roughly 10% of new car sales in Colorado ¹⁰, and projections for the U.S. EV market share showing consistent, favorable results ¹¹. However, we're aware of EV charging infrastructure inconsistencies that exist in our community, such as a lack of access to EV chargers for residents living in multifamily properties, local commuters, workforce members, and tourists. These inconsistencies stifle vital EV adoption due to a lack of charging convenience and reliability. Therefore, the information and strategies found within this plan serve to support our Eagle County CAP EV adoption goals by providing guidance and direction for EV charging infrastructure installation.

It's important we acknowledge that this resource specifically focuses on EV infrastructure for single occupancy vehicles (SOV). We recognize, with support from climate modeling, the need to replace SOV trips with shared-electric and human-powered transportation options as a critical emissions reduction and climate equity strategy. The CAC's Transportation Working Group is working hard to realize this need. Holistically, we envision a future where shared transportation and non-motorized transit are more convenient and preferred by the community.

⁶ Gupta, Rupu, John Voiklis, Shaun Field, and Kate Flinner. 2018. *Eagle County: Climate Action Survey Results. New Knowledge.*

⁷ Saunders, Stephen, Tom Easley, and Melissa Mezger. 2021. *Climate Projections in Eagle County, Colorado*. The Rocky Mountain Climate Organization. The Rocky Mountain Climate Organization.

⁸ Matzl, Christina, Erica Sparhawk. 2023. *Eagle County Energy Inventory*. Eagle County, Colorado.

⁹ The Climate Action Collaborative. 2020. *Climate Action Plan Update 2020 Executive Summary*. Avon, Colorado: Walking Mountains Science Center.

¹⁰ Minor, Nathaniel. *Colorado's Updated EV Plan Boosts Incentives but Avoids California-Style Ban on Gas Vehicles*. CPR News. Colorado Public Radio, December 8, 2022.

¹¹ Najman, Liz. 2022. *EV Adoption, Trends & Statistics in the US*. Recurrent. Recurrent Motors, Inc. November 4, 2022.

SUSTAINABILITY STATEMENT

The writers of this plan recognize that transportation sustainability cannot be achieved through electric SOVs alone. We acknowledge that electrified transportation, in its current stage, is not a perfect solution to the climate crisis and environmental calamity. While EVs emit zero tailpipe emissions and less carbon than combustion engines¹², EV production currently requires mining for precious minerals such as cobalt, nickel, and lithium, therefore the production, maintenance and recycling of EVs emit embodied carbon and carries with it the well-known associated social and environmental impacts of mining. Beyond vehicle lifecycle carbon emissions, we recognize that the following SOV infrastructure must exist regardless of vehicle type: factories, distribution centers, recycling plants, fuel for transporting vehicles, vehicle chargers and installation, and road building.

The latest study by the International Council on Clean Transport finds that only battery electric vehicles (BEVs) powered by renewable electricity and fuel cell EVs fueled by green hydrogen have the potential to achieve the magnitude of lifecycle GHG emissions reductions needed to meet Paris Agreement goals¹³. Our current EV ecosystem contains many hybrid electric vehicles, which help to reduce fuel consumption but do not provide the magnitude of reduction in GHG emissions needed in the long term. To align with Paris Agreement targets, the registration of new combustion engine vehicles should be phased out in the 2030–2035 time frame, including hybrid electric vehicles. Given the fast-evolving nature of EV technology, we will closely monitor the development of green hydrogen fuel cell EVs and make sure that our EV infrastructure will have the flexibility to support them.

In addition, we want to acknowledge the importance of proper battery recycling as part of the end-to-end EV lifecycle. Current technologies for making batteries

depend on rare-earth elements like lithium and cobalt, which are finite resources similar to fossil fuels. We understand the concerns with supply chains and from where these metals are sourced, and are supportive of recent federal legislation that intends to address this¹⁴. However, the current environment is one of poor worldwide mining regulations that cause similar human exploitation, global conflict, and environmental degradation that are seen with fossil fuel extraction. With the Eagle County EV Infrastructure Plan, our community wants to avoid past mistakes and move towards a sustainable future that is clean and just for all beings. To achieve this, we commit to:

1. Closely monitoring the development of new batteries, especially cobalt-free kinds and kinds¹⁵ made from coupled lithium extraction via geothermal energy¹⁶.
2. Research and invest in better recycling programs for batteries, not just for EVs, but also other technologies where batteries are used, such as wind and solar energy development.
3. Continue developing walkable communities with convenient public transportation to reduce the need for driving SOVs.

In consideration of all these factors, we recognize EV adoption as one important piece to holistic transportation sustainability. While this plan serves as a resource for SOV EV infrastructure advancement and adoption, it is paramount to state that we envision a future that prioritizes convenient, shared, and human-powered transit, pedestrian walkways, and denser cities to reduce urban sprawl and the necessity to own a SOV.

¹² [Review of Electric Vehicle Myths](#). 2022. EPA. United States Environmental Protection Agency. December 22, 2022.

¹³ Bieker, Georg. 2021. [A Global Comparison of the Life-Cycle Greenhouse Gas Emissions of Combustion Engine and Electric Passenger Cars](#). The International Council on Clean Transportation. Berlin: The International Council on Clean Transportation Europe.

¹⁴ Quinn, Megan. 2022. [Senate Passes Bill to Increase EV Battery Recycling as Part of Defense Budget](#). Waste Dive. Industry Dive. December 20, 2022.

¹⁵ [Cobalt-Free Batteries Are Here, so Why Are We Still Mining the Mineral?](#) 2022. The Next Web. The Financial Times. May 26, 2022.

¹⁶ [Lithium Extraction and Geothermal Energy, a Dynamic Duo](#). 2022. Newswise. Newswise, Inc. October 22, 2022.

EQUITY

One of the many directives provided in the State of Colorado's Environmental Justice Act is to “promote an equitable transition to transportation electrification, zero-emission vehicles (ZEV), transportation systems, and land use patterns that reduce energy use and greenhouse gas emissions.”¹⁷ While this Act provides instruction for State agencies to remediate environmental inequities, it is also up to us, in our home communities, to ensure we are not overlooking, therefore repeating, cycles and patterns of inequality.

The writers of this plan understand that purchasing an EV and EVSE is presently cost-burdensome for many Eagle County community members. Technology is changing quickly, and reports suggest EVs will be as cheap to produce as internal combustion engines (ICE) by the latter half of the decade.¹⁸ Even still, not everyone can afford a new vehicle. Additionally, as the infrastructure currently stands, much of our community can't reliably charge an EV unless they own a single-family home.

We remain hopeful that as technologies develop and federal and state funds are distributed to communities, EVs will be less cost prohibitive. Therefore, the strategies found within this plan are meant to address transportation equity by making EV charging infrastructure more readily available in diverse locations, affordable, and by educating community members on EV and EVSE technologies, both in English and Spanish. While we do not address multimodal transportation (a key facet of transportation equity) in this particular plan, the CAC's Transportation Working Group is working diligently to increase access to electric buses, bikes, and associated infrastructure.

We also recognize the need for Americans with Disabilities Act (ADA) compliant EV charging spaces.

Therefore, we've provided resources in Appendix C to assist community leaders in their planning and implementation for those with differing abilities. Additional equity considerations for planners and developers can be found in Appendix B.



¹⁷ Jackson, Dominique, Mike Weissman, Faith Winter, Janet Buckner, et al. 2021. *Environmental Justice Disproportionate Impacted Community*. Colorado General Assembly.

¹⁸ Partridge, Joanna. 2021. *Electric Cars 'Will Be Cheaper to Produce than Fossil Fuel Vehicles by 2027'*. The Guardian. Guardian News & Media Limited. May 9, 2021.

EV INFRASTRUCTURE PLAN FOR EAGLE COUNTY

VISION

Eagle County envisions a future where electric vehicle charging infrastructure is highly reliable, accessible, and sufficiently widespread to support a multimodal, all-electric, & clean-energy-powered transportation system.

PURPOSE

To provide Eagle County governments, businesses, organizations, and citizens with resources, guidance, and recommendations to support the EVSE necessary to meet the EV adoption goals of the Eagle County 2020 Climate Action Plan Update.

GOALS

1. Ensure EVSE infrastructure is equitably and strategically located to support broad usage and adoption of EVs at rates commensurate with the CAP goal.
2. Position Eagle County governments, businesses, organizations, and citizens for increased funding opportunities related to EVSE infrastructure and EV adoption.
3. Increase education, outreach, and awareness of EV and EVSE technologies, reliability, costs, benefits, and environmental impacts.



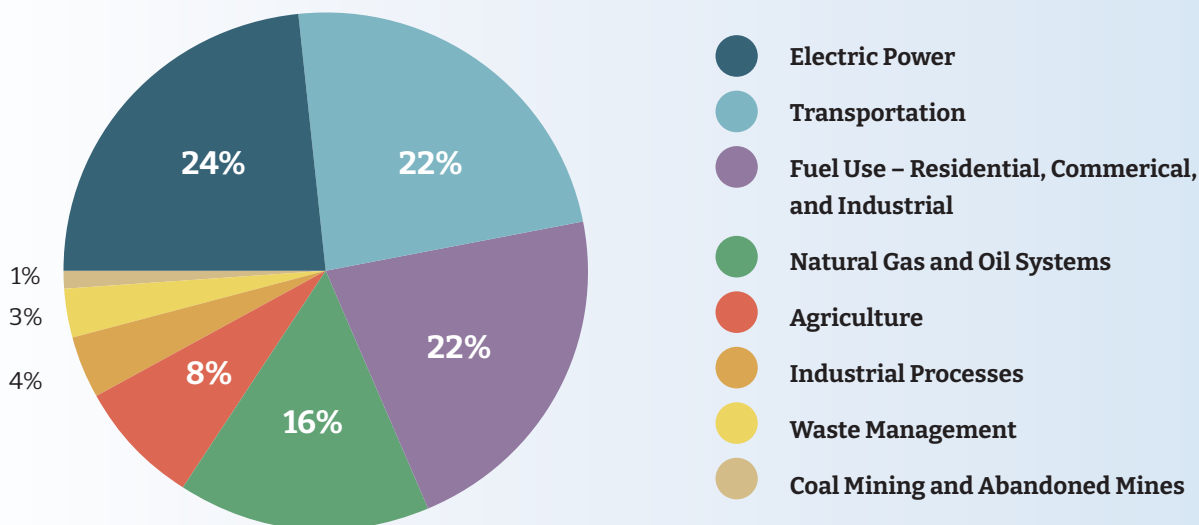
EXISTING CONDITIONS & FUTURE PREDICTIONS

STATE OF COLORADO

STATE OF COLORADO

Greenhouse Gas Emissions by Sector

State of Colorado Energy Inventory, 2019



According to the State of Colorado's 2021 Greenhouse Gas Inventory Update, 22 percent of all emissions come from the transportation sector¹⁹. Encouragingly, Colorado's transportation emissions have been trending downward since 2005 estimations¹⁹. When taking a granular look at the data, it's apparent that transportation emissions primarily come from **light-duty vehicles, such as cars and SUVs**¹⁹. In response to this, The Colorado Electric Vehicle Plan 2020 set the following goals:

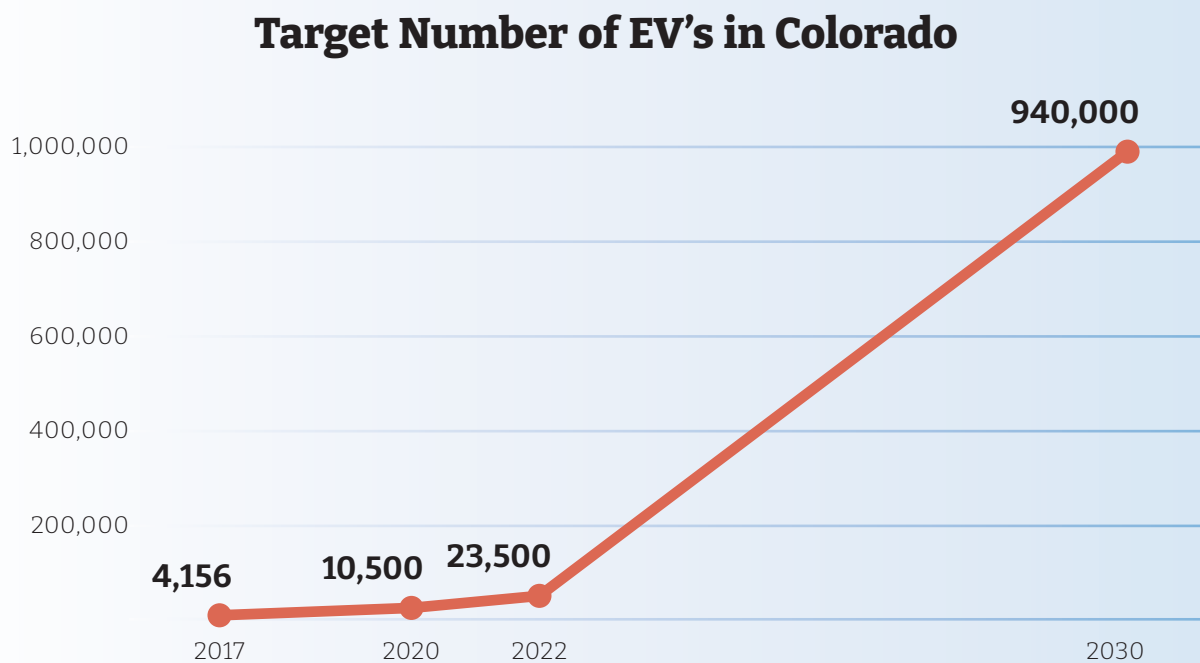
- 940,000 light-duty EVs by 2030;
- Develop plans to transition medium-duty, heavy-duty, and transit vehicles to ZEVs;
- Develop an EV infrastructure goal;
- Develop a roadmap to full electrification of the light-duty fleet in Colorado²⁰



¹⁹ Taylor, Tim. 2021. *Colorado 2021 Greenhouse Gas Inventory Update with Historical Emissions from 2005 to 2019 and Projections to 2050*. Denver, Colorado: Colorado Air Pollution Control Division.

²⁰ The Colorado Energy Office. 2020. *Colorado Electric Vehicle Plan 2020*. The Colorado Energy Office. Denver, Colorado: The Colorado Energy Office.

To meet the first goal, the plan calls for maintaining 50 percent plus annual growth rate, requiring the following number of registered EVs:



While there is much work to be done to meet said goals, as of December 2022, there were 68,652 registered EVs in Colorado, almost triple the expectations for 2022²¹.

Regarding infrastructure, the International Council on Clean Transportation prepared an infrastructure gap analysis for the Colorado Energy Office (CEO). In the report, they advise that for a high EV growth scenario, where EV sales reach 70%, Colorado would need 24,000 public chargers, both Level 2 and direct current fast charger (DCFC)²². As of December 2022, there were 4,550 charging ports across the state²³.

To promote EV adoption and infrastructure deployment, the State of Colorado has many incentive programs in place, such as grant programs and state

tax incentives. Additionally, Colorado's National Electric Vehicle Infrastructure Plan (NEVI) was recently approved by the Federal Highway Administration, materializing efforts to create state-wide EV charging corridors.

As of December 2022, there were 68,652 registered EVs in Colorado, almost triple the expectations for 2022.

²¹ EvaluateCO. 2022. [Atlas Public Policy](#). September 2022.

²² Hsu, Chih-Wei, Peter Slowik, and Nic Lutsey. 2021. [Colorado Charging Infrastructure Needs to Reach Electric Vehicle Goals](#). The International Council on Clean Transportation. The International Council on Clean Transportation.

²³ EvaluateCO. 2022. [Atlas Public Policy](#). September 2022.

EXISTING CONDITIONS & FUTURE PREDICTIONS

EAGLE COUNTY

EAGLE COUNTY

Eagle County's 2021 Energy Inventory affirms that ground transportation is the second largest emissions group by sector, responsible for 42 percent of emissions. Similar to the State's inventory, **the largest emitting category continues to be light-duty passenger vehicles, such as SUVs and trucks** ²⁴.

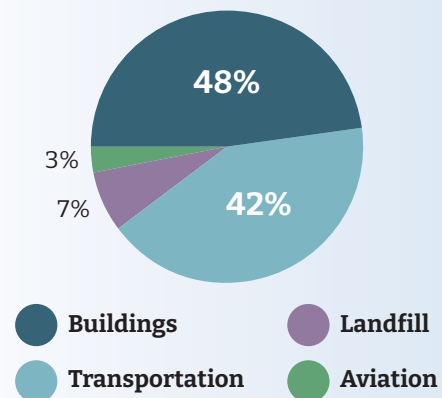
In response to these trends, the Eagle County CAP set the following EV goal: 2% increase in EVs as a percentage of registered vehicles in Eagle County until 2030, and a 5% increase until 2050

In order to meet our Climate Action Plan EV goal, we'll need 13,542 EVs on the road by 2030. The table below demonstrates these numbers.

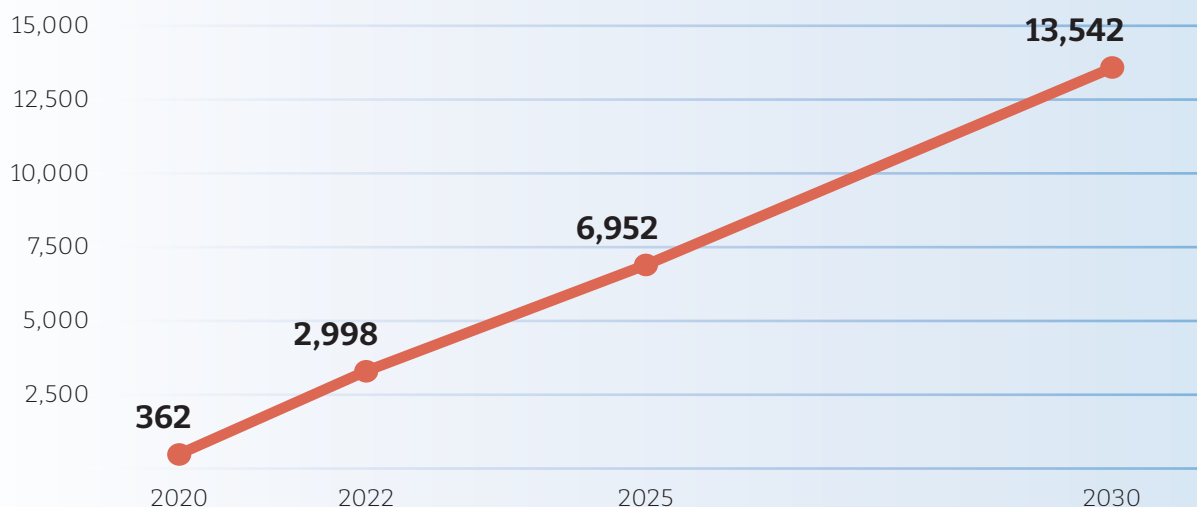
As of December 2022, there were 902 EVs registered in Eagle County ²⁵ compared to the 2,998 we sought for at this point in time. Not having met our 2022 goal emphasizes the urgency of this plan, as public EV charging availability has been identified as a significant barrier to EV adoption ²⁶.

Eagle County Greenhouse Gas Emissions by Sector

Eagle County Energy Inventory, 2021



Target Number of EVs in Eagle County



²⁴ Matzl, Christina, Erica Sparhawk. 2023. [Eagle County Energy Inventory](#). Eagle County, Colorado.

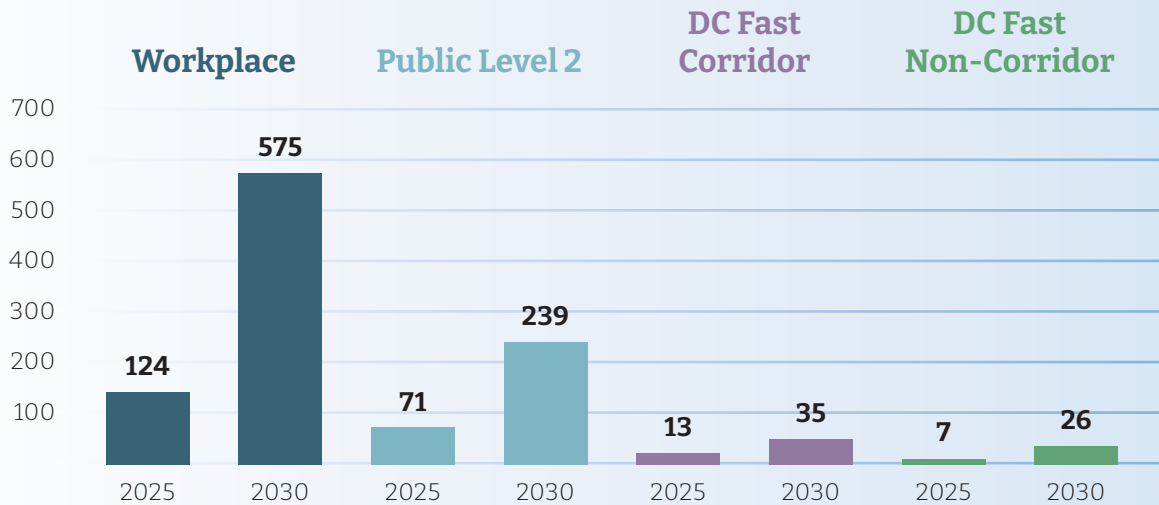
²⁵ EvaluateCO. 2022. [Atlas Public Policy](#). September 2022. Massachusetts: The Union of Concerned Scientists.

²⁶ [Survey Says: Considerable Interest in Electric Vehicles across Racial, Ethnic Demographics](#). 2022. The Union of Concerned Scientists. Cambridge,

Regarding infrastructure, to meet the State's goal of 940,000 EVs in Colorado by 2030, the CEO estimates that Eagle County will need the following home, workplace, and public chargers ²⁷:

CEO's Projected Eagle County Charging Needs

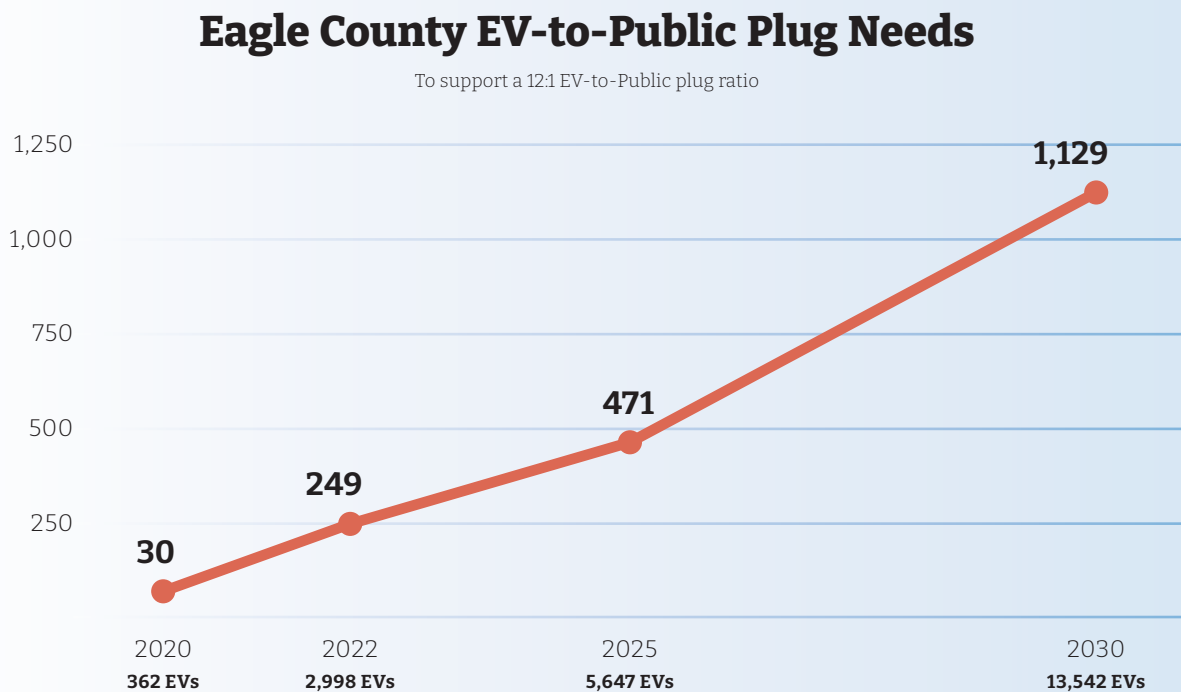
Per National Electric Vehicle Plan (NEVI) guidance, DC Fast Corridors are located within one mile of the I-70 corridor



²⁷ Hsu, Chih-Wei, Peter Slowik, and Nic Lutsey. 2021. *Colorado Charging Infrastructure Needs to Reach Electric Vehicle Goals*. The International Council on Clean Transportation.

Due to our desired preparedness for an influx of EVs, our community's tourism-based economy, proximity to I-70, and consideration of what our neighboring jurisdictions are recommending, we recognize the CEO's estimations as *the bare minimum* that Eagle County will need to support our CAP EV goal. **Therefore, we felt compelled to recommend an ambitious EVSE proposal of a 12:1 ratio of EVs to public charging plugs.** This recommendation is merely a guide for our community that will continue to be evaluated as needed, based on charger utilization trends and EV adoption.

As of December 2022, there were 106 public charging plugs in Eagle County. The table below demonstrates charging plugs needed to support our 12:1 EV-to-public plug recommendations:



MAPS

The intention of this plan is not only to provide strategies that support an abundance of EV chargers, but also to ensure EV chargers are placed *equitably* and *strategically* throughout our community. The maps below serve to assist municipalities, businesses, and organizations in siting EV charger installation.

The maps below contain concentrations on all major municipalities and special districts within Eagle County, including unincorporated Eagle County.

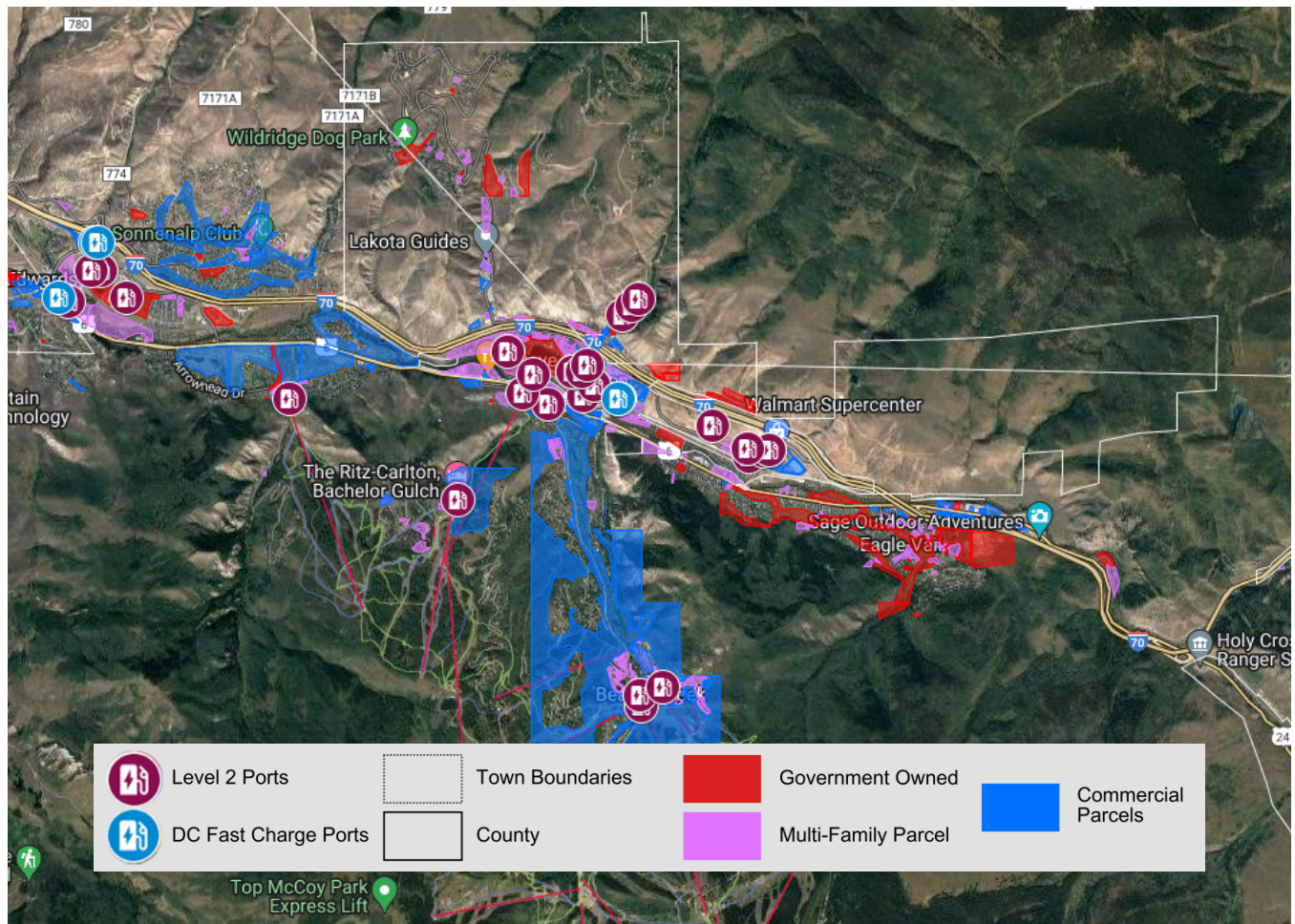
These maps convey four important things:

1. Where current EV chargers exist, categorized by Level 2 and DCFC*
2. Where government-owned structures, such as public libraries, exist
3. Where multifamily housing structures exist, and

4. Where commercial structures, such as shopping plazas, exist

We envision municipal staff, businesses, and organizations using these maps upon securing funding for EVSE. They can come to these maps, see where current chargers and gaps exist, consult with their local electric utility, Holy Cross Energy (HCE) or Xcel Energy, and make an informed decision about where to place infrastructure.

****We have an agreement with Eagle County GIS to update current charger overlays on all maps every year, so maps stay as useful and up to date as possible.***



SITING CRITERIA

EVSE siting criteria refers to the factors determining ideal locations for EV charging infrastructure, and even further, the types of chargers (i.e., Level 2 or DCFC) found in those locations. It is common practice to consider the following when siting EVSE: connection to power, networks and communication such as metering, existing infrastructure such as walkways, and EVSE interfaces ²⁸.

For the purposes of our plan, we recommend EV chargers be placed in downtown areas, dense housing and commercial developments, major traffic corridors, and on government owned properties such as administrative offices and libraries, for ease of installation. Factors such as connectivity to power supply, infrastructure at desired location, and accessibility for those with differing abilities, should always be considered when siting.

See the table on the right for a list of common vehicle dwell times. The only locations that we recommend DCFC versus Level 2 in commercial parcel areas where patrons don't spend as much time, therefore can charge quickly.



VEHICLE DWELL TIME

Source: [Pueblo Electric Vehicle Readiness Plan](#)

Destination	Dwell Time (min)
Stadiums	228
Universities	174
Outdoor Museums (Zoo, Botanic Gardens)	161
Music/Theater Venues	158
Casinos	155
Bowling Alleys	154
Movie Theaters	135
Golf Courses/Tennis Courts	131
Museums	112
Ice Rinks	109
Soccer Fields	103
Churches	101
Recreation Centers	77
Yoga/Dance/Gymnastic Studios	77
Community and Senior Centers	76
Baseball Fields	75
Gyms	74
YMCA	72
Hiking Trailheads (State or National Park)	67
Hospitals	65
Martial Arts Studios	65
Swimming Pools	63
Bars	61
Sit-Down Restaurants	60
Local Parks	60
Health Facilities	55
Malls	50
Hair and Nail Salons	45
Big-Box Grocery Stores (Costco, Sam's Club)	40
Walmart/Target	33
Government Offices	32
Bookstores	30

²⁸ WXY Architecture + Urban Design. 2012. [Siting and Design Guidelines for Electric Vehicle Supply Equipment](#). Transportation & Climate Initiative.

²⁹ Hanson, Jim. 2021. [Pueblo County Electric Vehicle Readiness Plan](#). Pueblo County, Colorado. Pueblo, Colorado: Pueblo County.

The siting criteria below will explain what property codes are found within each categorized parcel (i.e., Commercial, Multifamily, etc.). We used the Eagle County assessor's property codes to communicate with Eagle County GIS which codes we wanted included within each parcel.

MULTIFAMILY	Duplexes and triplexes
	Multifamily housing with 4+ units
	Condominiums
	Manufactured homes
	Manufactured home parks
COMMERCIAL	Merchandising
	Lodging
	Offices
	Recreation
	Special purpose (i.e., restaurants)
	Commercial condominiums (i.e., for business enterprise units)
GOVERNMENT-OWNED	Administrative offices
	Parks and recreation
	Higher education institutions

VIEW THE EXISTING & RECOMMENDED EV CHARGING LOCATION MAPS

To open each map in a new window/tab, right click on the button and select open in new window/tab.

**AVON, EDWARDS, &
UNINCORPORATED**

MINTURN & RED CLIFF

EAGLE

VAIL

GYPSUM

BASALT

EV PLAN STRATEGIES

EV PLAN STRATEGIES

These strategies offer clear direction on initiatives that must be undertaken in order to meet our Eagle County EV adoption goals. The strategies were developed by the EV Task Force.

FUNDING

Goal: Position Eagle County governments, businesses, organizations, and citizens for increased funding opportunities related to EVSE infrastructure and EV adoption.

STRATEGY 1: CREATE AN INVENTORY OF FUNDING RESOURCES

Description: To increase accessibility and transparency, an inventory of EV and EVSE funding opportunities at the local, state, and federal level should be compiled, published, and consistently updated. This inventory should be publicly available for local governments, businesses, multifamily property owners, and private citizens, and should be housed on the CAC website. The EV Task Force should rely on the CAC Transportation Working Group's knowledge to help update the funding resources inventory semi-annually. This Task Force should share existing resources, including Drive Electric Colorado and EV CO, that contain funding information.

Timeline: Short-term (6 months-1 year)

Potential partners: Local governments, CAC, CEO, Colorado Department of Transportation (CDOT), Colorado Department of Public Health and the Environment (CDPHE), HCE, Xcel Energy, Clean Energy Economy for the Region (CLEER)

Resources: [U.S. Department of Transportation Federal Funding Resources](#), [ReCharge Colorado](#), [Charge Ahead Colorado](#), [Drive Electric Colorado](#), [EV CO](#), [EV Fast-Charging Plazas](#), [Electrification Coalition EV Funding Finder](#)

STRATEGY 2: OFFER SUPPLEMENTAL FUNDING FOR EVSE INSTALLATION PROJECTS

Description: Local governments should encourage EV adoption by creating supplemental funding opportunities for EVSE infrastructure projects. For example, the Charge Ahead Colorado grant program covers 80-90% of the total project cost for EVSE. Municipalities should offer supplemental funding to the awardee to reduce the cost of installing EVSE. With equity in mind, there should be an emphasis on approving supplemental funding for EVSE in multifamily housing developments. This strategy is specifically for projects that have been awarded funding for EVSE infrastructure, but the award does not cover the complete cost of the project. The application process for supplemental funding must be simple, streamlined across jurisdictions, and allow applicants to use material from their original grant application to apply.

Timeline: Medium-term (1 - 2 years)

Potential partners: Local governments

STRATEGY 3: OFFER LOCAL GRANTS FOR EVSE INSTALLATION PROJECTS

Description: Local governments should encourage EV adoption by offering local funding opportunities for EVSE infrastructure projects that did not receive state or federal funding. In the case that a project does not receive Charge Ahead Colorado (or other similar program) funds, this funding pool would allow some projects to move forward. With equity in mind, there should be an emphasis on approving projects in multifamily housing developments.

This strategy is specifically for public citizens, businesses, or organizations that applied for and did not receive state or federal funds to install EVSE at their desired location.

Timeline: Medium-term (1 - 2 years)

Potential partners: Local governments, CEO

STRATEGY 4: FINANCIAL MODELING

Description: To best assist with grant funding and implementation support, a budgeting tool of the EVSE installation goals and recommendations made in this EV Infrastructure Plan should be created to assist local governments. This tool would assist communities with the budgeting and resource allocation necessary to meet the EVSE and EV adoption goals outlined in this Plan. The EV Task Force should rely on the CAC and Transportation Working Group to create the tool, which would contain case studies that give local governments a ballpark estimate of EVSE installation costs.

Timeline: Short-term (6 months - 1 year)

Potential Partners: CAC, local governments, HCE, Xcel Energy, Southwest Energy Efficiency Project (SWEET), CLEER

Resources: [U.S. DOT EV Planning Resources](#)

STRATEGY 5: INCENTIVIZING MULTIFAMILY EVSE INSTALLATION

Description: Eagle County is fortunate that its two electric utility providers, HCE and Xcel Energy, have robust incentive programs in place for EVSE installation. Eagle County should work with utilities to develop rebate and incentive programs, specifically for multifamily property owners and residents, so that these benefits can be extended to residents who live in multifamily communities.

Timeline: Medium-term (1 - 2 years)

Potential partners: HCE, Xcel Energy, local governments, CAC

Resources: [Pepco Multifamily Property Rebate Program](#), [MUD Charging – for Utilities](#)

INFRASTRUCTURE

Goal: Ensure EVSE infrastructure is equitably and strategically located to support broad usage and adoption of EVs at rates commensurate with the CAP goal.

STRATEGY 1: REQUIRE INSTALLATION OF EV CHARGING IN NEW CONSTRUCTION & LARGE RENOVATIONS

Description: Eagle County and municipalities should continuously update their energy codes to the most recent International Energy Conservation Code (IECC), and adopt an EVSE-Installed supporting amendment. This would require all new residential and commercial construction to install a certain percentage of EV chargers depending on building size and use type. Local governments should also make an EV-Installed supporting amendment trigger when renovating upwards of a certain percentage of a commercial building.

Timeline: Short-term (6 months - 1 year)

Potential partners: Local Governments, CAC, SWEET, Eagle County Code Cohort, ReCharge Colorado Coach

Resources: N/A

STRATEGY 2: INCENTIVIZE EV CHARGING IN LOCAL DEVELOPMENT CODES

Description: Eagle County and municipalities should use development bonuses to incentivize EVSE in the community. Development bonuses are a tool that waive or modify some development restrictions in exchange for providing an added public benefit, such as EV charging. An example could be reducing the number of required parking spaces for a commercial structure in exchange for added EV charging spaces beyond what is required in building code.

Timeline: Short-term (6 months - 1 year)

Potential Partners: Local governments

Resources: [Summary of Best Practices in Electric Vehicle Ordinances](#)

STRATEGY 3: CODIFY EVSE REQUIREMENTS IN AREAS THAT FALL OUTSIDE TRADITIONAL ZONING LAWS

Description: Special districts, metro districts, planned unit developments, property owners associations, and homeowners associations (HOAs) are all able to make many of their own rules, especially as they relate to design and planning.

To ensure these areas of our community have ample EVSE access, special districts, metro districts, planned unit developments, property owners associations, and homeowners associations should work with their leadership to require EV charging in new developments and construction. It would be advantageous for these communities to adopt identical policies as Eagle County and municipalities, to the extent that they have the authority to.

Timeline: Medium-term (1 - 2 years)

Potential Partners: Local governments, CAC, SWEEP

Resources: N/A

STRATEGY 4: STREAMLINING THE PERMITTING PROCESS FOR EV CHARGERS

Description: To increase bureaucratic timeliness and cost of the permitting process, local governments should create a separate, streamlined EVSE installation permit and reduce or waive the application fee for said permit.

Timeline: Short-term (6 months - 1 year)

Potential Partners: Local governments, CEO

Resources: [City of Pleasant Hill](#), [California's Example Ordinance](#), [US DOE Procurement and Installation Resources](#)

STRATEGY 5: COORDINATION WITH ELECTRIC UTILITY PROVIDERS

Description: Eagle County local governments recognize the urgency in supplying adequate EV chargers, in strategic locations, for residents and visitors. To be most efficient and cost-effective with this task, local governments should work with HCE, Xcel Energy, and private electrical engineering firms to identify where current electric capacity for EVSE exists in abundance in each respective community. This information can then be weighed against current charging gaps by using the EV Infrastructure Plan maps (included in this Plan), and chargers can be advised to be placed in these locations.

Timeline: Medium-term (1 - 2 years)

Potential Partners: HCE, Xcel Energy, local governments

Resources: See [EV Infrastructure Plan Maps](#)

EDUCATION AND OUTREACH

Goal: Increase education, outreach, and awareness of EVs and EVSE technologies, reliability, costs, benefits, and environmental impacts.

STRATEGY 1: DESIGN, PUBLISH, & MAINTAIN MATERIALS THAT PROMOTE EVS & EVSE TECHNOLOGIES

Description: CAC staff and the Transportation Working Group should assemble and publish resources that enhance the community's awareness of and trust in EVs to promote uptake of EVs commensurate with CAP goals. These resources should be housed on the CAC's website and distributed to community partners. These resources should include, but are not limited to: information about diverse makes, models, and technical specs such as range; environmental impact of production of EVs; local mechanics and dealerships that are trained in EV servicing; EV charging corridor maps; cost of EVs and EVSE installation; and EV battery recycling opportunities. These resources should be updated regularly by CAC staff and the Transportation Working Group. Many of these resources have already been created by partner organizations. To avoid redundancy, the EV Task Force should compile and consolidate resources that have already been created, and develop resources that have yet to be created. Additionally, the Task Force should work to compile and/or create materials in Spanish. Resources should be distributed by trusted community organizations.

Timeline: Short-term (6 months - 1 year)

Potential partners: CAC, CLEER, SWEEP, CEO, HCE, Xcel Energy, local governments, local car dealerships and mechanics

Resources: N/A

STRATEGY 2: HOST HANDS-ON EV EVENTS

Description: The CAC, along with partner organizations, have hosted EV Ride 'N Drive events for the last couple of years. The CAC should continue to host EV Ride 'N Drive events with diverse EVs into the future to increase community support for, and accessibility and comfortability with EVs. The CAC should also include more information about EV financing, the used EV market, affordable EV options, and home charging at Ride 'N Drives. Additionally, the CAC should work with partner organizations to develop Spanish speaking EV Ride 'N Drive workshops.

Timeline: Short-term (6 months - 1 year)

Potential partners: CAC, CLEER, HCE, Xcel Energy, local car dealerships, local EV owners, local governments

Resources: [Partners in Energy Outreach and Education Toolkit](#)

STRATEGY 3: DEVELOP ROADMAPS FOR EV INFRASTRUCTURE INSTALLATION

Description: Installing an EV charger can be accomplished through a variety of avenues, depending on your specific context. To make the process straightforward, CAC staff and the Transportation Working Group should develop a variety of roadmap scenarios for obtaining an EV charger.

These roadmaps should be written for, but aren't limited to: single family home owners, multifamily residents (property managers, owners, and tenants), businesses, and local government staff. The CAC should work with partners to develop our roadmaps in Spanish and English.

Timeline: Short-term (6 months - 1 year)

Potential partners: CAC, CLEER, HCE, Xcel Energy, SWEEP, The Vail Valley Partnership (VVP)

Resources: N/A

STRATEGY 4: EDUCATE BUSINESSES AND ENCOURAGING WORKPLACE CHARGER PLANS

Description: Local employers should encourage EV adoption by creating workplace charger plans. CAC staff and the Transportation Working Group should perform strategic outreach and provide educational materials to employers in the Eagle River Valley to make sure they have the support they need to install EV charging for employees and customers.

Timeline: Medium-term (1 - 2 years)

Potential partners: CAC, Actively Green, VVP, HCE, Xcel Energy, local employers

Resources: [U.S. DOE Workplace Charging for EVs](#), [Xcel Energy's Workplace Charging for my Employees](#), [HCE's Workplace Charging](#), [Partners in Energy Outreach and Education Toolkit](#)



APPENDICES

APPENDIX A:

EV INFRASTRUCTURE STRATEGIES

FUNDING: Position Eagle County governments, businesses, organizations, and citizens for increased funding opportunities related to EVSE infrastructure and EV adoption.

Strategy	Timeline	Primary Implementer	Community Partners
1. Create an inventory of funding resources	Short-term	CAC	Local governments, CAC, CEO, CDOT, CDPHE, HCE, Xcel Energy, CLEER
2. Offer supplemental funding for EVSE installation projects	Medium-term	Local governments	Local governments
3. Offer local grants for EVSE installation projects	Medium-term	Local governments	Local governments, CEO
4. Financial modeling	Short-term	CAC	CAC, local governments, HCE, Xcel Energy, SWEEP, CLEER

INFRASTRUCTURE: Ensure EVSE infrastructure is equitably and strategically located to support broad usage and adoption of EVs at rates commensurate with the CAP goal.

Strategy	Timeline	Primary Implementer	Community Partners
1. Require installation of EV charging in all new construction and large renovations	Short-term	Local governments	Local Governments, CAC, SWEEP, Eagle County Code Cohort, ReCharge Colorado Coach
2. Incentivize EV charging in local development codes	Short-term	Local governments	Local governments
3. Codify EVSE requirements in areas that fall outside of traditional zoning laws	Medium-term	Local governments	Local governments, CAC, SWEEP

4. Streamlining the permitting process for EV chargers	Short-term	Local governments	Local governments, CEO
5. Coordination with electric utility providers	Medium-term	Local governments	HCE, Xcel Energy, local governments

EDUCATION & OUTREACH: Increase education, outreach, and awareness of EVs and EVSE technologies, reliability, costs, benefits, and environmental impacts.

Strategy	Timeline	Primary Implementer	Community Partners
1. Design, publish, and maintain materials that promote EVs and EVSE technologies	Short-term	CAC	CAC, CLEER, SWEEP, CEO, HCE, Xcel Energy, local governments, local car dealerships and mechanics
2. Hosting hands-on EV events	Short-term	CAC & CLEER	CAC, CLEER, HCE, Xcel Energy, local car dealerships, local EV owners, local governments
3. Develop roadmaps for EV infrastructure installation	Short-term	CAC	CAC, CLEER, HCE, Xcel Energy, SWEEP, VVP
4. Financial modeling	Medium-term	CAC	CAC, Actively Green, VVP, HCE, Xcel Energy, local employers

Timeline:

- Short: 6 months-1 year
- Medium: 1-2 years
- Long: 3-5

APPENDIX B: EQUITY CONSIDERATIONS FOR INSTALLING EVSE

These considerations were developed by reviewing [Transportation and Land Use Planning: Equity in Colorado](#) (2022) and [Colorado EV Equity Study](#) (2022)

- Are charging stations located in multifamily communities, low-income communities, and/or communities of color, especially where users may not own their home?
- Are charging stations located in free, publically accessible locations?
- Are charging stations in well-lit, safe areas?
- Are there ADA accessible charging stations? Do they have an ADA accessible user interface (speech output, display screen)? (see [Appendix C](#))
- Is the cost to charge at a station affordable or free? Can charging overhead be incentivized with cost savings due to off-peak electricity demand?
- Is the charging station's user interface and all associated signs bilingual?
- Are resources, events, workshops and other EV-related education and outreach offered in Spanish and at appropriate times for community members?
- Are tax credits, rebates, or other incentives provided to make EVSE installation more affordable?



APPENDIX C: ADA CONSIDERATIONS AND RESOURCES

As EVs slowly but surely take over the SOV market, special considerations must be made to ensure charging is accessible and accommodating for people with differing abilities. The resources below will aid local governments in designing ADA and Architectural Barriers Act (ABA) accessible EV charging stations:

- [Design Recommendations for Accessible Electric Vehicle Charging Stations](#) - U.S. Access Board
- [Installing Electric Vehicle Charging in Compliance with the Americans with Disabilities Act Requirements](#) - U.S. Department of Energy
- [EV Charging for Persons with Disabilities](#) - Sustainable Transportation Strategies



APPENDIX D: FIRE MITIGATION RESOURCES

EVs are beginning to make up a greater percentage of vehicle fires as they become the new norm. Fire departments must be equipped with knowledge of how to safely combat vehicle chemical fires. Here are resources for preventing and safely responding to an EV fire:

- [Emergency Response Guides for Electric Vehicles and Lithium-ion Batteries](#) - U.S. Fire Administration
- [Emergency Response Guides](#) - National Fire Protection Agency
- [Electric Vehicle Charging Safety Tips](#) - U.S. Fire Administration



APPENDIX E: LOCAL EV EXPERTS

Martín Bonzi, Transportation Program Manager at [CLEER](#)

[ReCharge Coach](#) for Delta, Eagle, Garfield, Gunnison, Hinsdale, Moffat, Lake, Mesa, Montrose, Ouray, Pitkin, Rio Blanco, Routt, Summit Counties

Email: mbonzi@cleanenergyeconomy.net

Phone: 970-704-9200 ext. 1100

Stefan Johnson, Electric Transportation Specialist at [Holy Cross Energy](#)

Email: sjohnson@holycross.com



The Climate Action Collaborative for Eagle County Communities



Eagle County CAP

TIMELINE FOR ACTION



*From 2014 Baseline (see 2014 Eagle County Energy Inventory). BAU = Business as usual. GHG = Greenhouse Gas

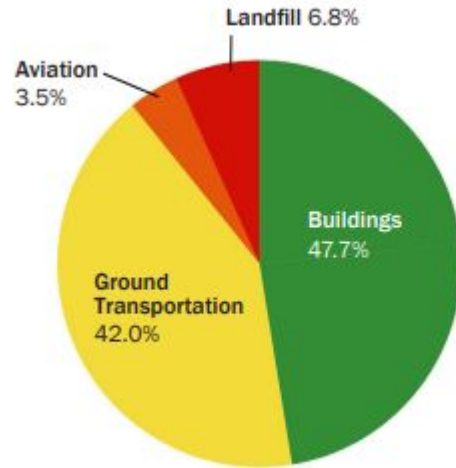
Town of Eagle GHG Goals



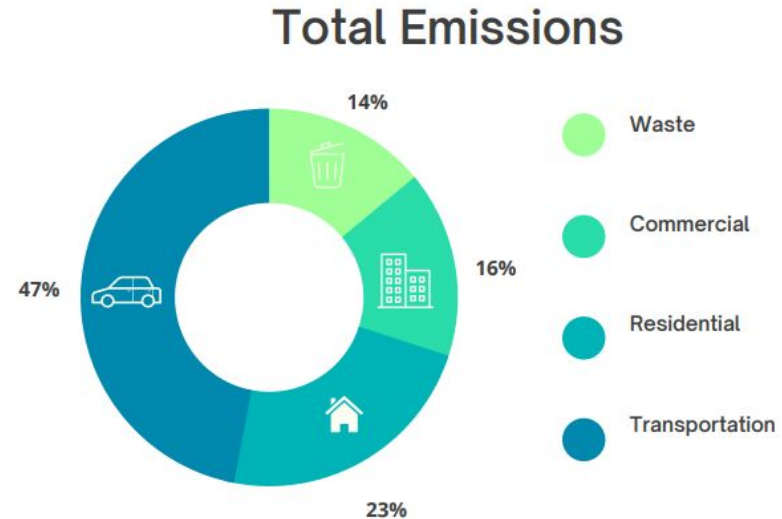
Net Zero Town Operations by
2028

Net Zero by 2030

2021 Eagle County Energy Inventory



2020 Town of Eagle Inventory



Eagle's greenhouse gas emissions in 2020 by sector



TRANSPORTATION & MOBILITY



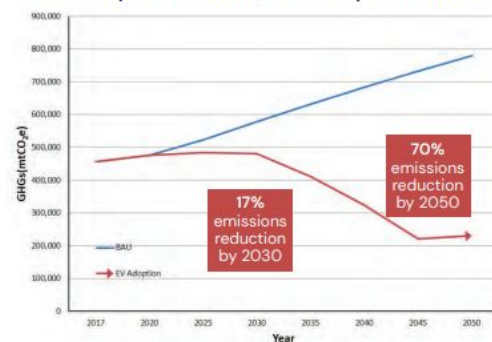
IMMEDIATE PRIORITY ACTIONS

- ★ 2% increase in electric vehicle penetration each year as a percentage of all registered vehicles in Eagle County.
- ★ Implement a behavior change campaign to reduce single-occupancy vehicle commute trips 2 days per week by encouraging local businesses to provide smart commuting incentives or establish policies to support multi-modal commuting, flexible work arrangements, and remote work.
- ★ Strive for 50% of the workforce living within 5 miles of their employment center via mixed-use communities, affordable community housing near job centers, and intercommunity multi-modal transportation options.

ADDITIONAL STRATEGIES

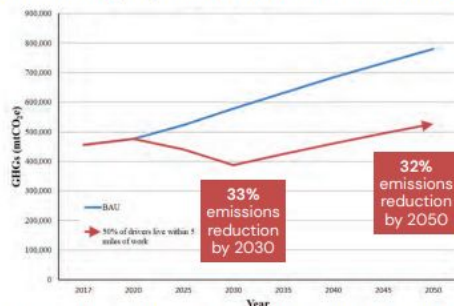
- Create a community-wide interconnected mobility system to support multi-modal transportation including park-n-rides and pedestrian and bike infrastructure to support transit ridership, complete and connected bike commuting paths and lanes, and safe and accessible sidewalks.
- Expand bus service across the county, specifically targeted at commuters.
- Pilot bike or electric bike sharing programs and determine the viability of County-wide program.
- Continue to pursue rail transit opportunities to utilize existing railroad tracks from Dotsero to Leadville.

2% EV Adoption until 2030, 5% EV Adoption until 2050



Assumptions: [Red Line] 2% increase in registered EVs in Eagle County, excluding diesel-powered cars and medium/large trucks and buses. Includes emissions from EV charging.

50% of the Working Population Lives Within 5 Miles of Work by 2030



Assumptions: [Red Line] 17.5% of people already live within 5 miles of work (2019 Census, reference Appendix A). This scenario assumes a 10% annual increase in people living within the 5 mile proximity. It excludes single-unit trucks, combination trucks, and buses in commuting mileage reduction calculations.

3.2 Increase Electric Vehicle Adoption

A community-wide transition to electric transportation will require increasing access to local EV charging stations, sharing easily understandable information about EVs with our community, and connecting residents with financing and funding options. Public charging is estimated to provide more than 20% of the electricity EVs will require in 2030.³⁷

Actions:

- Conduct an analysis of the driving and parking behavior of motorists in detail to determine how best to distribute EV chargers throughout Eagle. Create and implement a plan to expand public vehicle charging options in downtown areas, business hubs, public parks, schools, and other facilities, both on- and off-street.
- Develop a regulatory framework to ensure EV chargers and EV-preferred parking is incorporated into all future developments, including the redevelopment of Highway 6, future residential and multifamily developments, and commercial area expansions.
- Provide a suite of education and awareness-building services to promote electric vehicle adoption.
- Adopt a zero-emission municipal fleet and charging infrastructure plan and policy for the Town of Eagle that commits to complete transition to zero emission vehicle purchases by 2028.
- Consider rebates to encourage EV purchases.

Transitioning to more energy efficient vehicles like hybrid and electric vehicles helps to support our local economy by prioritizing the use of renewable energy generated nearby and provided by Holy Cross. The multiple fuel resources used to generate electricity, such as nearby wind, solar, biomass, and hydro facilities, also results in a more resilient and localized fuel source, adding to our nation's energy security.



Photos: Walking Mountains

2030 Target 75% of vehicles are EVs			2030 GHG Reduction 18,764 MTCO _{2e}	
Feasibility of Actions				
GHG Reduction	Technical Feasibility	Implementation Ease	Implementation Cost	Mainstreaming Potential
				

³⁷ Kampshoff, P., Kumar, A., Peloquin, S., and Sahdev, S. (2022). "Building the electric-vehicle charging infrastructure America needs." McKinsey & Company. <https://www.mckinsey.com/industries/public-and-social-sector/our-insights/building-the-electric-vehicle-charging-infrastructure-america-needs>

Roadmap to 2030

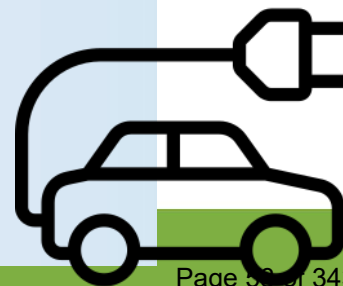
2023

- Universal Waste Hauling Ordinance for compost & recycling and Waste Hauler Reporting Requirement
- Consider additional electrification rebates for early adopters
- Increase compost & recycling in downtown areas
- • Provide free bus service to up-valley recreation and commercial hubs
- • EV charging plan & regulatory framework for future development
- Residential New Construction Electrification Code Requirement
- • Adopt EV municipal fleet and charging plan for Town of Eagle
- Benchmarking and retro-commissioning ordinance



ELECTRIC VEHICLE INFRASTRUCTURE PLAN

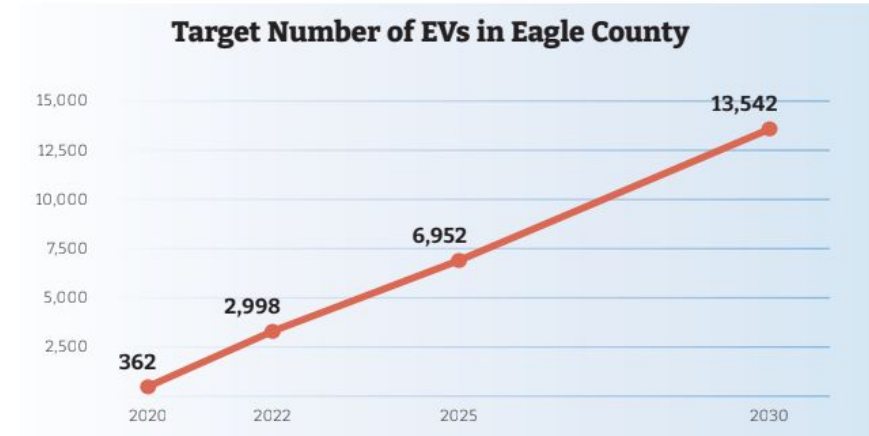
EAGLE COUNTY, COLORADO



What the EV Plan calls for:

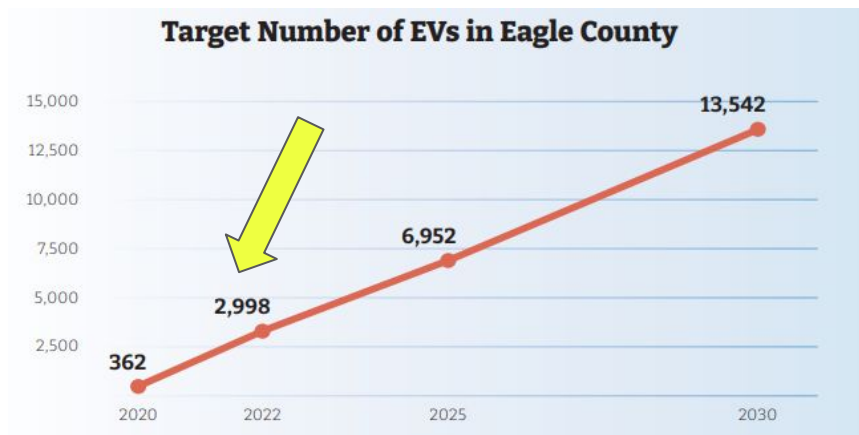
Commensurate with CAP goal, we need
13,542 EVs registered in Eagle County by
2030

- **902** as of December 2022



EV Projections: Eagle County

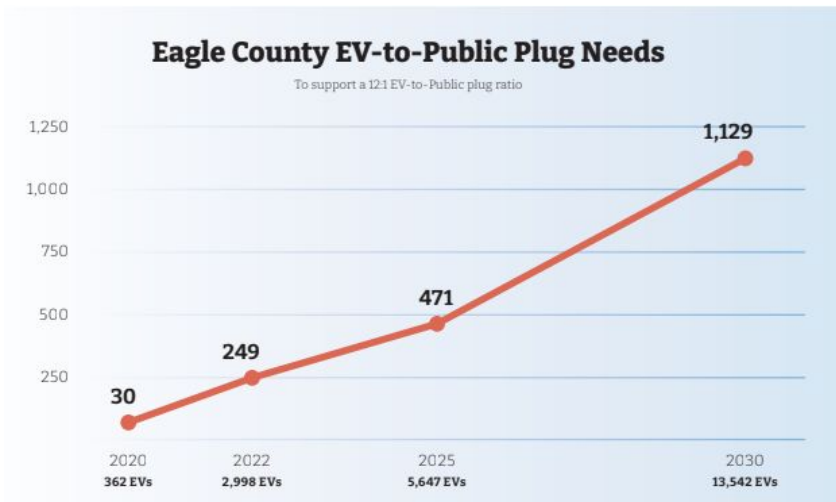
Why aren't we here by now?



- Lack of sufficient and widespread charging infrastructure in critical areas
- Survey data shows lacking EVSE is a key barrier to EV adoption (see Plan)
- Taking “if you build it, they will buy it” approach

What the EV Plan calls for:

- **12:1 EV-to-public plug ratio;** need **1,129** public plugs across Eagle County by 2030
 - **106** as of December 2022
- Funding, infrastructure, and outreach strategies, many of which are applicable to Town of Eagle

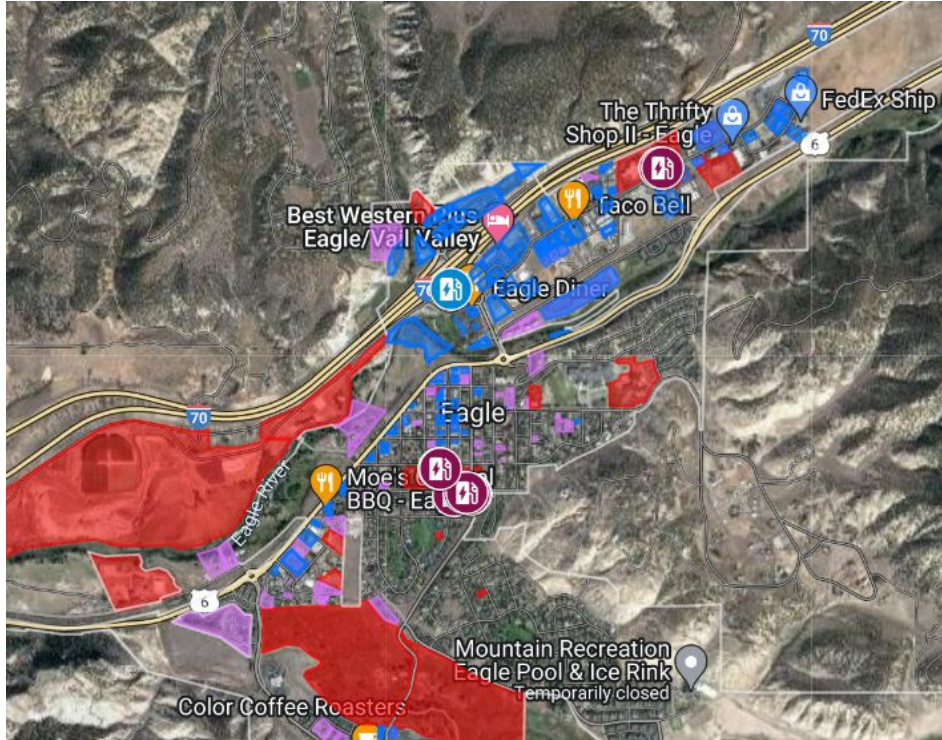


Why do we Future Proof & Install EVSE Now?

- To avoid unsafe charging!
- Meet the moment with EV and EVSE grants and incentives
- Encourage EV adoption



Mapping Tool



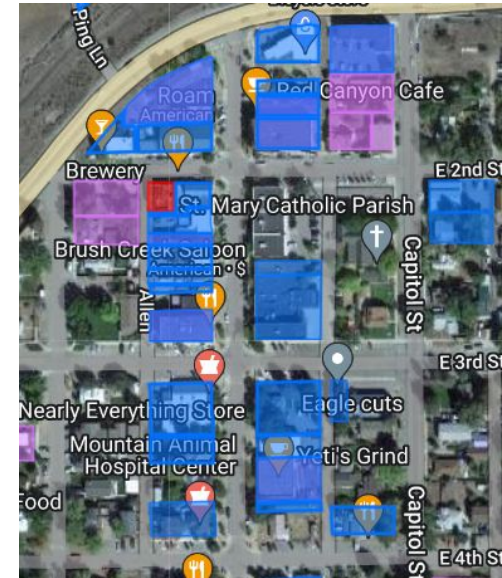
MULTIFAMILY Red	Duplexes and triplexes
	Multifamily housing with 4+ units
	Condominiums
	Manufactured homes
	Manufactured home parks
COMMERCIAL Blue	Merchandising
	Lodging
	Offices
	Recreation
	Special purpose (i.e., restaurants)
	Commercial condominiums (i.e., for business enterprise units)
GOVERNMENT-OWNED Purple	Administrative offices
	Parks and recreation
	Higher education institutions

Priority Areas for Eagle

- 1) Eagle Valley Elementary Overflow Lot (L2)



- 2) Broadway Business District (L3)

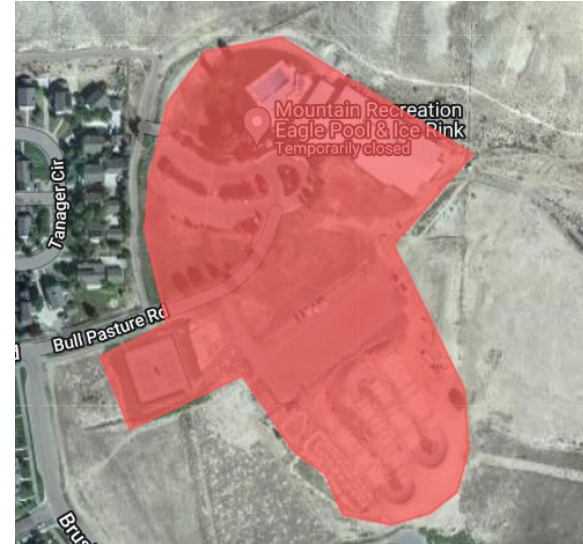


Priority Areas for Eagle

3) Multifamily Neighborhoods (L2)



4) Pool & Ice Rink (L2)



Priority Areas for Eagle

3) Multifamily Neighborhoods (L2)



Ways to assist multifamily properties:

- Distribute resources to residents & property managers (CAC can help with this)
- Set aside funding to assist install for management companies (EV Accelerator program model)
- Assisting with applications (CAC can help with this)

Funding- The Fun Part!

L2 Chargers: \$4-9k per charger, including hardware, software, shipping, etc.

**L3 (DCFC) Chargers:
\$40-100k per charger,
including hardware,
software, shipping, etc.**

Note: these costs will go up depending on electrical capacity and infrastructure in desired location*

Local Case Studies

Project A

Location: Town of Vail Municipal Building

Year of Install: 2022

Project Specs: Two Level 2 dual-port ChargePoint stations intended for public use. This project required trenching, removal of old stations, new concrete pads and bollards, electrical work, and reseeding the disturbed landscape, all of which contributed to the cost.

Total Cost (w/o grant): \$53,007

Total Cost (w/ grant): \$35,007 (CEO Charge Ahead)

Project C - ERWSD

Location: Eagle River Water & Sanitation District Edwards Wastewater Treatment Facility

Year of Install: 2022 (stations ordered in 2021)

Project Specs: 1 dual-port SemaConnect Level II station installed for fleet vehicles, also open to employees to charge personal vehicles for free during work hours. The existing electric panel had enough capacity for the station, and extra conduit was installed to accommodate a future station. The project required minimal drilling to connect the conduit to the outdoor station through the existing building wall.

Total Cost (w/o grant): \$14,092

Total Cost (w/ grant): \$5,860

Ways to Reduce Costs

- 1) **Contact Holy Cross Energy:**
 - **Analysis on current electric capacity**
 - **Overlay with priority maps**
 - **Stefan Johnson**
(sjohnson@holycross.com)



- 2) **Future proof when you install!**
 - **Adding more electrical infrastructure at time of install will *significantly* reduce your costs down the line.**

Ways to Reduce Costs

GRANTS:

- **Charge Ahead CO**
 - Standard application rolling basis
 - Short application - multifamily, increased incentives
 - **Grant consultant firm should apply**

EV Charging Station Power Level	CEO Funding	Incentive
Level 2 - Dual Port	80%	\$9,000
*Level 2 - Dual Port, Income Qualified (IQ)	90%	\$11,500
19 - 49.9kW - Dual Port	80%	\$12,500
DCFC - 50 - 99kW	80%	\$35,000
DCFC - 100kW+	80%	\$50,000
**Enhanced Incentive for Qualifying Entities in Disproportionately Impacted (DI) Communities	90%	+\$1,000 (per station)

Ways to Reduce Costs

GRANTS:

- **HCE Community Energy Systems Program**
 - In-kind funding
 - Lists “large EV charging stations in multi-family residential areas to increase smart electrification” as appropriate

- **More funding opportunities & information**
 - CAC Transportation Working Group website
 - ‘EV Funding’ drop down

Key Strategies for Future Proofing: Short Term

Offer Supplemental Funding for EVSE

- Similar to County's EV Accelerator Program (\$50k)
- This would assist your multifamily and business community with installs

Require EVSE in New Construction and Large Renovations

- Being done via building code updates, which should be presented to Council very soon! (free- offset onto developers)

Key Strategies for Future Proofing: Short Term

Incentivize EVSE in Development Code

- Development bonuses for additional EVSE (free)
- ReCode Eagle is aware of this strategy

Streamlining the Permitting Process for EVSE

- Create a separate EV charging permit process and waive fees (free)
- Makes the process easier for local developers

Key Staff Strategies

Have Sustainability Staff Create Three Year TOE Plan and Budget

- Plan your next three years of installs and set aside budget to get it done

Municipal Fleet Plan

- Congratulations on purchasing the Town's first EV in 2022!
- Create a fleet turnover plan for now through 2028

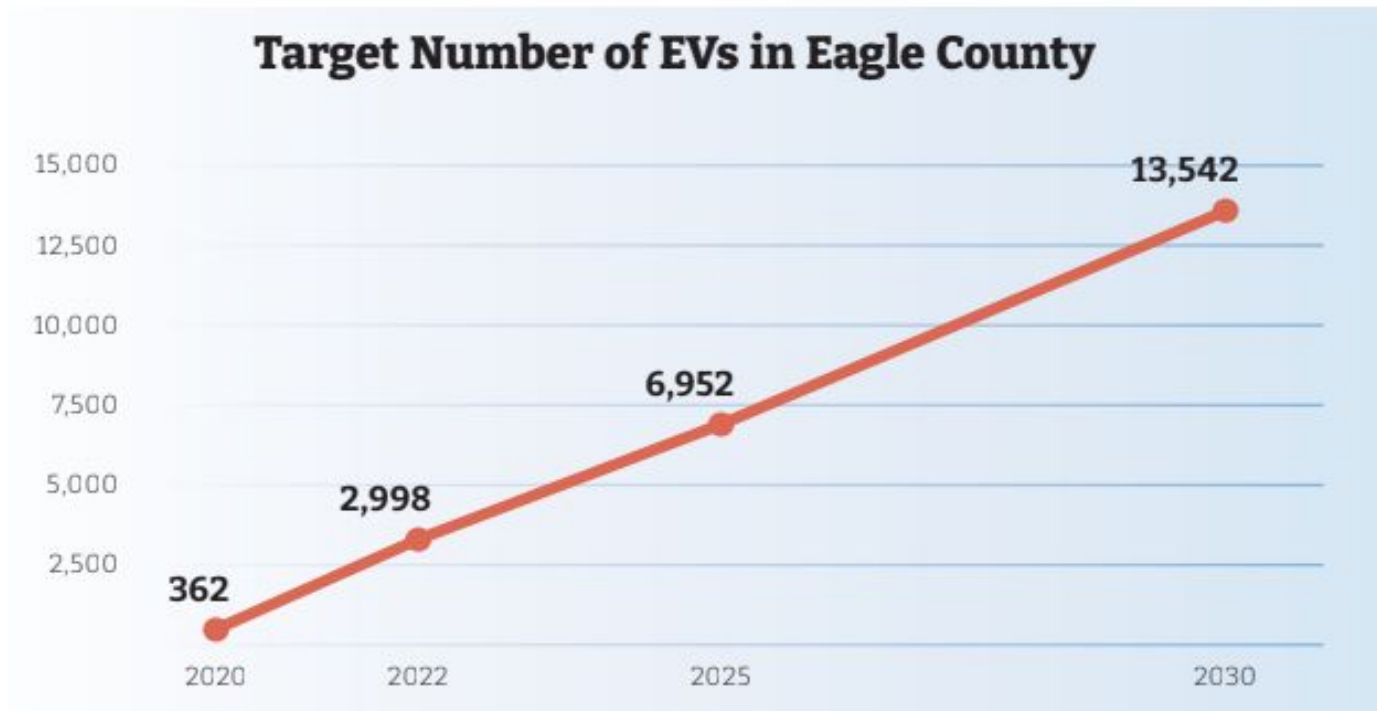
Questions for this Council:

- 1) Have you discussed or made plans to install new EV infrastructure? If so, where?
- 2) Have you thought about budgeting for 2024 EV infrastructure installation? If so, how much?

CAC recommended budget for priority areas:

\$450,000 (conservative estimate)

Are you Ready?



Thank you! Questions?

Gina McCrackin
Climate Action Collaborative Manager
ginam@walkingmountains.org

Will Barror
Climate Action Collaborative Coordinator
willb@walkingmountains.org



TOWN OF EAGLE OFFICIAL PROCLAMATION PROCLAMATION FOR NATIONAL POLICE WEEK 2023

To recognize National Police Week 2023 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Town of Eagle Police Department;

WHEREAS, since the first recorded death in 1786, there are currently 26,309 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, 556 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 224 officers killed in 2022 and 332 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 35th Candlelight Vigil, on the evening of May 13, 2023;

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be *observed* this year May 9-20;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that the Town Council will observe May 9-20, 2023, as National Police Week in The Town of Eagle, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.





MEETING MINUTES
Town Council
Tuesday, May 9, 2023
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

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

CALL TO ORDER - 6:00 PM

Mayor Pro Tem Kerst opened the meeting at 6:00 p.m.

ROLL CALL

COUNCILMEMBERS PRESENT

Mikel Kerst, Ellen Bodenheimier, Geoffrey Grimmer,
Sarah Parrish, Nick Sunday

COUNCILMEMBERS ABSENT

Scott Turnipseed

STAFF PRESENT

Melissa Daruna, Assistant Town Manager
Matt Mire, Town Attorney (*Remote*)
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Derek Bos, Police Chief
Cliff Simonton, Senior Planner
Dennis Wike, Engineer
Peyton Heitzman, Planner
Lynette Horan, Human Resources Manager (*Remote*)
Jessica Lake, Planner
Molly Furtado, Special Events Manager
Kevin Aoki, Innovation Technology Manager
Brian Lieberman, Open Space & Trails Manager

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member Ellen Bodenheimier motioned to adopt the agenda as presented. The motion was seconded and passed with a vote of 5 in favor (Kerst, Bodenheimer, Grimmer, Parrish, and Sunday) and 0 opposed.

PUBLIC COMMENT

Mayor Pro Tem Kerst opened public comment for items not on tonight's agenda, there was no public comment.

PRESENTATIONS

1. Eagle County Community Wildlife Roundtable Thank you and Projects Update
Jackie Mackinnon and Paul Abing were present for this item. Jackie McKinnon provided the presentation to the council. The Eagle Town Council was presented with a Letter of Appreciation for implementing bear-resistance

trash containers in Eagle. The council encouraged the group to reach out to Rocky Mountain Elk Foundation to serve on the roundtable.

CONSENT AGENDA

MOTION: Council Member Nick Sunday motioned to approve the consent agenda. The motion was seconded and passed with a vote of 5 in favor (Kerst, Bodenheimer, Grimmer, Parrish, and Sunday) and 0 opposed.

1. Minutes - April 25, 2023
2. Bill Pay - April 2023
3. Approving a Joint Resolution of the Board of County Commissioners of the County of Eagle, State of Colorado, and the Towns of Gypsum, Minturn, Eagle, Redcliff, Avon, and Vail, Proclaiming May 2023 as Wildfire Preparedness Month
4. Resolution 24, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Escrow and Disbursement Agreement for Completion of the Roundabout at Haymeadow"

STAFF REPORTS

1. Town Manager Update
Melissa Daruna provided an update to State Bill 213 which died at the Capitol and will not be going forward. HB 1255 HB will be reviewed at an upcoming meeting.

Council Member Grimmer would like us to look at the implications of voting for the transportation tax and not getting equal benefits.
2. Department Update - April 2023
Council Member Bodenheimer inquired about the trails that were changed by Pool and Ice Rink and would like communication to the public regarding why we made those changes. Tom Gosiorowski stated staff would put information out via social media and is tracking comments.
3. 1st Quarter 2023 - Budget to Actual Report and Revenue Analysis
4. 1st Quarter Sales Tax Report

BUSINESS ITEMS

1. PUBLIC HEARING: Council Vacancy - Applicant Interviews and Selection
Mayor Pro Tem Kerst opened the public hearing – for the Council Vacancy – Applicant Interviews and Selection.

No public comment was received when opened.

Mayor Pro Tem Kerst outlined the process to the applicants and the public.

Each candidate provided an introduction and responded to the questions asked by the Council.

Mayor Pro Tem Kerst opened public comment again, there was no public comment.

Council comments: this is a difficult decision for the Council and thanked applicants for their interest in the vacancy.

Each council member voted on the paper ballots provided by the Town Clerk.

The ballots were tallied, and Jamie Woodworth Foral had the highest number of votes.

- a. Resolution 26, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Jamie Woodworth Foral to Fill a Town Council Vacancy"
MOTION: Council Member Sarah Parrish motioned to approve Resolution 26, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Jamie Woodworth Foral to Fill a Town Council Vacancy". The motion was seconded and passed with a vote of 5 in favor (Kerst, Bodenheimer, Grimmer, Parrish, and Sunday) and 0 opposed.
2. Resolution 28, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Development Agreement for the 3rd Street Housing Project"
MOTION: Council Member Geoffrey Grimmer motioned to approve Resolution 28, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Development Agreement for the 3rd Street Housing Project". The motion was seconded and passed with a vote of 5 in favor (Kerst, Bodenheimer, Grimmer, Parrish, and Sunday) and 0 opposed.
3. ReCode Eagle Update: Parking Standards and Use Standards
Chad Phillips presented this item.

Council comments: discussion on parking fee in lieu options and partnering with the DDA on addressing additional parking and costs. The council would like staff to review parking in lieu further and identify downtown parking and improvements needed. Discussion on differences between restaurants and taverns for parking requirements would like them to be the same. A new model for electric vehicle charging stations is in process with Eagle County. The council overall would like staff to consider parking with long-range planning intentions.

Jessica Lake asked the council to specifically look at special use, conditional use or not allowed, and to let staff know any feedback on those items.

Further discussion on East Eagle gas stations, staff explained that standards can be applied to address concerns regarding location, size, and volume.

Mayor Pro Tem Kerst opened public comment, there was no public comment.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:45 PM

1. Feedback for Holy Cross Energy
MOTION: Council Member Sarah Parrish motioned to direct staff to send the letter to Holy Cross Energy. The motion was seconded and passed with a vote of 5 in favor (Kerst, Bodenheimer, Grimmer, Parrish, and Sunday) and 0 opposed.
2. Future Agenda Items
Council Member Grimmer would like to consider a work session in the fall/winter related to traffic issues. Tom Gosiorowski provided additional information regarding studies relating to the I70 Interchange and Grand Avenue. Additional discussion on doing a financial analysis on the placement of interchange and its effect on Eagle businesses.
3. Council Committee Updates
Council Member Sunday – Eagle Valley Transportation Authority is in the process of hiring Tanya Allen as the director. First quarter collection on sales tax for EVTA was around \$3 Million.

Council Member Parrish stated that Flight Days planning looks great and the ArtWalk has been put on pause.

ADJOURN - 7:45 PM

MOTION: Mayor Pro Tem Mikel “Pappy” Kerst motioned to adjourn. The motion was seconded and passed with a vote of 5 in favor (Kerst, Bodenheimer, Grimmer, Parrish, and Sunday) and 0 opposed.

Date:

Mikel "Pappy" Kerst, Mayor Pro Tem

Jenny Rakow, CMC Town Clerk



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner
Dennis Wike, Town Engineer

Date: May 23, 2023

Agenda Item: Resolution 30, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado, Accepting Certain Public Improvements from Outwest Drywall at 120 Marmot Lane and Authorizing the Reduction of Funds in Escrow Due to the Completion of Public Improvements.

REQUEST:

Staff is requesting Town Council review and approve Resolution 30, Series 2023 authorizing the reduction of security for construction and installation of public and private improvements for Outwest Drywall from \$79,467.66 to \$7,224.33.

INTRODUCTION:

On May 29, 2018, the Town entered into a Development Improvement Agreement and Escrow Agreement with Henry Reike ("Developer") for the development of the Outwest Drywall building. The Escrow and Disbursement Agreement required the Developer to provide a performance guarantee for public improvements in the amount of \$79,467.66, which was 110% of the estimated cost of installing public improvements associated with the development.

The Outwest Drywall building was completed in 2020 and the Developer is now requesting a partial release of security per the provision of the Escrow Agreement.

ANALYSIS:

The Developer is requesting the performance guarantee be reduced by 10% of the costs to construct the public improvements. The remaining funds will be held in escrow for a 24-month warranty period to allow the Town time to address any defects discovered during the warranty period. Public Works has inspected the public improvements and has authorized the reduction through the attached Town Engineer Certificate of Final Acceptance.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

The request has no budget impact as it is a liability to the Town and not a revenue or expense.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

Not applicable to this request.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** the adoption of Resolution 30, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing the Reduction of Funds in Escrow Due to the Completion of Public Improvements.

ATTACHMENTS:

- Resolution 30, Series 2023
- Town Engineer Certificate of Final Acceptance
- Escrow and Disbursement Agreement

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 30
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AUTHORIZING RELEASE OF FUNDS IN ESCROW DUE TO THE COMPLETION OF
PUBLIC IMPROVEMENTS

WHEREAS, on May 23, 2018, through Resolution 30, Series 2018, the Town entered into a Development Improvements Agreement with Henry Reinke ("Developer"), which required funds to guarantee the completion of certain public improvements for the development;

WHEREAS, on May 29, 2018, the Town, Developer and Dymond Reagor, PLLC entered into an Escrow and Disbursement Agreement;

WHEREAS, the Escrow and Disbursement Agreement provides that upon completion of all of the required public improvements by Developer, and upon final inspection and approval by the Town Engineer of all such improvements, the Town shall disburse to Developer all remaining funds except \$7,224.33, an amount equal to 10% of the total actual cost for construction and installation of the required public improvements, with the remaining funds to be held in escrow for 24 months, to secure the warranty on such public improvements;

WHEREAS, Developer has certified that the public improvements and other required Development improvements for the Outwest Drywall Development have been completed; and

WHEREAS, the Town Engineer has inspected the Project and found no deficiencies in the completed public improvements, and has recommended authorizing the release of funds in escrow.

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

Section 1. The Town Council hereby authorizes a reduction in the escrowed performance guarantee for the Outwest Drywall Development to \$7,224.33, with the remaining \$72,243.44 to be released to Developer.

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 23, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



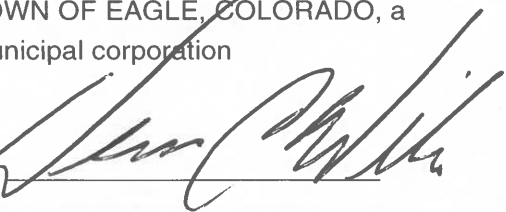
CERTIFICATION OF FINAL ACCEPTANCE AND COMPLETION OF THE 24 MONTH
WARRANTY PERIOD OF PUBLIC IMPROVEMENTS AND OTHER REQUIRED DEVELOPMENT
IMPROVEMENTS FOR LOTS I-4 & I-5, EAGLE COMMERCIAL PARK Subdivision (AKA 120
Marmot Lane), TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

Dennis C. Wike, Town Engineer, on behalf of the Town of Eagle, hereby certifies the following:

1. All public and other development improvements have been completed in accordance with Resolution No. 30 (series 2018) the Development Improvements Agreement dated May 22, 2018. The public improvements have been re-inspected and hereby approved.
2. The Final Acceptance of the Public Improvements was achieved but the reduction of the amount of the security to ten percent (10%) was not requested.
3. The 24-month warranty period has concluded for all of the Public Improvements and release of the 100% security funds in the amount of \$79,467.66 is recommended since acceptance of the Public Improvements was previously accepted in accordance with the Development Improvements Agreement.

Dated this 16th day of December, 2022.

TOWN OF EAGLE, COLORADO, a
municipal corporation

By 

Dennis C. Wike, Town Engineer

**TOWN OF EAGLE DEVELOPMENT IMPROVEMENTS
ESCROW AND DISBURSEMENT AGREEMENT**

THIS AGREEMENT is entered into on May 29, 2018, by and between THE TOWN OF EAGLE, COLORADO, a municipal corporation, whose address is Town Hall, 200 Broadway, P.O. Box 609, Eagle, Colorado 81631; and HENRY REINKE, whose address is 1400 Sheldon Drive, Elgin, IL 60120-8131, ("Developer"); and Dymond Reagor, PLLC ("Escrow Agent")

RECITALS:

A. WHEREAS, the Town and HENRY REINKE entered into a Development Improvements Agreement dated MAY 23, 2018, ("Development Improvements Agreement") containing terms and conditions regarding the development of certain property described as 120 and 160 Marmot Lane Town of Eagle, County of Eagle, State of Colorado, and

B. WHEREAS, in accordance with the Development Improvements Agreement, Developer is required to deposit the sum of \$79,467.66 ("Escrow Funds"), an amount equal to one hundred ten percent (110%) of the estimated cost of constructing and installing certain described public improvements, to guarantee the construction and installation of such improvements; and the Town and Developer have selected Escrow Agent to hold and disburse the Escrow Funds.

NOW, THEREFORE, in consideration of the recitals described above, the mutual covenants and conditions contained in this Escrow and Disbursement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town, Developer, and Escrow Agent agree as follows:

SECTION 1
CONSTRUCTION OF IMPROVEMENTS

Developer agrees to complete the construction and installation of the public improvements in accordance with all terms and conditions contained in the Development Improvements Agreement. Such construction and installation shall be at Developer's sole expense.

SECTION 2
FUNDS HELD IN ESCROW

Concurrently with the execution of this Escrow and Disbursement Agreement, Developer shall deposit the sum of \$79,467.66 with Escrow Agent. Escrow Agent agrees to hold this amount in escrow and any additional amounts deposited in accordance with the terms of the Development Improvements Agreement. Any interest earned on the funds deposited shall belong to the Developer.

SECTION 3
DUTIES OF ESCROW AGENT

The duties of the Escrow Agent shall be as follows:

3.1 Disbursement of Funds. During the term of this Escrow and Disbursement Agreement, Escrow Agent shall hold and disburse the Escrow Funds strictly in accordance with the terms and provisions of this Escrow and Disbursement Agreement. The parties agree that Escrow Agent shall hold all Escrow Funds in Escrow Agent's COLTAF account.

3.2 Limited Liability. The Town and Developer agree and acknowledge that Escrow Agent assumes no liability in connection with this Escrow and Disbursement Agreement except for gross negligence or willful misconduct; that Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to in this Escrow and Disbursement Agreement; that Escrow Agent is under no duty or obligation to ascertain the identity, authority or rights of the other parties (or their agents) executing or delivering or purporting to execute or to deliver this Escrow and Disbursement Agreement or any documents, papers or payments deposited or called for under this Escrow and Disbursement Agreement; and that Escrow Agent may seek advice from its own legal counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

3.3 Disputes. If Escrow Agent is unable to determine at any time to whom the Escrow Funds should be delivered, or if a dispute develops between the Town and the Developer concerning to whom the Escrow Funds should be delivered, then in such event, the Escrow Agent shall deliver the Escrow Funds in accordance with the joint written instructions of the Town and Developer. In the event such written instructions are not received by Escrow Agent within ten (10) days after Escrow Agent has issued a written request for instructions to the Town and Developer, Escrow Agent shall have the right to pay the Escrow Funds into the registry of the Eagle County District Court and interplead the Town and Developer. Escrow Agent shall then be fully discharged of any obligation in connection with this Escrow and Disbursement Agreement. Escrow Agent shall be entitled to recover its reasonable attorneys' fees, related costs, and expenses from the Town and Developer in commencing such action.

SECTION 4
INDEMNIFICATION OF ESCROW AGENT

Town and Developer agree to indemnify and hold Escrow Agent harmless from and against all claims, actions, causes of action, judgments, damage, loss, liability, costs and expenses including, but not limited to, attorneys' fees, expenses, and court costs, arising out of or in any way resulting from (1) the construction and installation of the required public improvements on the Property as required by the Development Improvements Agreement or (2) the breach of this Agreement by either Town or Developer.

SECTION 5
PARTIES' CONSENT

The Town and Developer hereby expressly consent to the disbursement of funds and other conduct of the Escrow Agent as authorized by the provisions of this Escrow and Disbursement Agreement.

SECTION 6
ESCROW AGENT FEES

Any fees charged by the Escrow Agent shall be paid by the Developer.

SECTION 7
DISBURSEMENT OF ESCROW FUNDS

Escrow Agent shall disburse the Escrow Funds as follows:

7.1 Partial Disbursements. Upon completion of a certain class of public improvements by the Developer, Escrow Funds shall be paid to the Developer in an amount equal to up to twenty percent (20%) of the approved estimated cost for the installation of such class of improvements upon application by the Developer, and approval by the Town's Engineer or Town Planner. In order for Developer to receive such partial disbursement, the following shall be presented by Developer to the Escrow Agent, with copy to the Town:

7.1.1 A disbursement request signed by a professional engineer licensed by the State of Colorado ("Developer's Engineer"), which shall state which class of improvements have been completed; that Developer's Engineer has inspected the improvements for which payment is requested; that the work has been completed in accordance with approved plans and specifications; and that the sum requested to be disbursed is reasonable and consistent with the estimate contained in an addendum to of the Development Improvements Agreement; and

7.1.2 All bills or invoices for such work which have been approved by the Developer; and

7.1.3 Written approval of such partial disbursement executed by the Town Engineer or Town Planner.

7.2 Disbursements upon Completion of Improvements. Upon written certification by the Developer and the Town Engineer that the Developer has completed all of the required Development improvements in accordance with the Development Improvements Agreement, and that there are no liens, encumbrances or other restrictions on the improvements, and that such improvements have been inspected and approved by the Town Engineer or Public Works Director, the Town's Board of Trustees shall execute a resolution verifying the acceptance of the improvements and authorizing the Escrow Agent to disburse to the Developer all remaining funds except an amount equal to ten percent (10%) of the total actual cost for construction and installation

of the required improvements, as certified by the Developer and the Town Engineer. The Escrow Agent shall then disburse all remaining funds except an amount equal to ten percent (10%) of the actual total cost for construction and installation of the required Development improvements, as certified by Developer and the Town Engineer, upon receiving such certification.

The remaining funds shall be retained by Escrow Agent for a period of twenty-four (24) months from the date of the Board of Trustees resolution verifying the acceptance of the improvements. Provided, however, during said period all or part of such funds shall be disbursed upon written certification by and request from the Town Administrator or his designee that: any of the public improvements constructed by the Developer in accordance with the Development Improvements Agreement are defective in materials or workmanship; that following notice, the Developer has failed to perform the corrective work necessary to remedy such defects in accordance with the Development Improvements Agreement; and the Town, pursuant to the Development Improvement Agreement, is proceeding with the task of correcting the defective materials or work. Such Escrow Funds shall then be disbursed by Escrow Agent to the Town or other payee authorized by the Town in such amounts as designated by the Town.

7.3 Disbursements upon Default. Upon written certification by the Town Administrator or his designee that: the Developer is in default under the Development Improvements Agreement and has failed to perform its obligations under such Agreement, in accordance with all plans, drawings, specifications, and other documents submitted to the Town, as approved, within the time period set forth in the Development Improvements Agreement; and that the Town, as agent for the Developer, is proceeding with the task of installing or completing the required public improvements on the Property, as specified in the Development Improvements Agreement, in whole or in part; the Escrow Agent shall then disburse Escrow Funds to the Town or other payee authorized by the Town, in such amounts as requested by the Town.

SECTION 8 TERMINATION OF AGREEMENT

Upon the full completion of the construction and installation of the required improvements as designated in the Development Improvements Agreement; and upon expiration of the twenty-four (24) month warranty period set forth in the Development Improvements Agreement, as certified by the Town Engineer or Town Planner, Escrow Agent shall disburse any remaining Escrow Funds to Developer and this Escrow and Disbursement Agreement shall then terminate, and no parties shall have any further rights, duties or obligations under this Escrow and Disbursement Agreement.

SECTION 9 MISCELLANEOUS PROVISIONS

9.1 Waiver of Defects. In executing this Escrow and Disbursement Agreement, the parties waive all rights they may have concerning defects, if any, of the form of this Agreement, the formalities whereby it is executed; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Escrow and Disbursement Agreement.

9.2 Complete Agreement. This Escrow and Disbursement Agreement, together with the Development Improvements Agreement and Development Plan, contain all of the understandings, conditions and agreements between the Town and the Developer relating to the escrow and disbursement of funds for the construction and installation of the required Development improvements, and no other prior or current representation, oral or written, shall be effective or binding upon the Town and Developer.

9.3 Attorneys' Fees. In the event that any action is filed or maintained by any party in relation to this Escrow and Disbursement Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorneys' fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time). All rights concerning remedies or attorneys' fees shall survive termination of this Escrow and Disbursement Agreement.

9.4 Authorization. The signatories to this Escrow and Disbursement Agreement affirm and warrant that they are fully authorized to enter into and execute this Escrow and Disbursement Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Escrow and Disbursement Agreement have been made or will be made.

9.5 Amendments. This Escrow and Disbursement Agreement may be amended from time to time by written agreement duly authorized by the parties against whom such amendment may be enforced.

9.6 Notices. All notices required or given by the terms of this Escrow and Disbursement Agreement shall be made by personal delivery or by certified first class mail, postage pre-paid, return receipt requested, to the parties at their addresses listed below. All notices shall be effective upon personal delivery or mailing. These addresses shall remain valid until notice of a change of address is given to all parties.

If to Town:: Town of Eagle
P.O. Box 609
Eagle, CO 81631
Attn: Town Manager

With a copy to: Sands Law Office, LLC.
450 West Avenue, Suite 204
Rifle, CO 81650
Attn: Edward P. Sands, Esq.

If to Developer: Henry Reinke
1400 Sheldon Drive
Elgin, IL 60120-8131

If to Escrow Agent: Michael W. Reagor, Esq.
Dymond Reagor, PLLC
The Edward Building, Suite 1040
8400 E. Prentice Avenue
Greenwood Village, CO 80111

9.7 Time of the Essence. Time is of the essence of this Agreement.

9.8 Colorado Law Applicable. This Escrow and Disbursement Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.

9.9 Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by any of the parties arising out of or relating to this Escrow and Disbursement Agreement will be deemed to be proper only if such action is commenced in the District Court of Eagle County, Colorado. The parties expressly waive any rights to bring such action in or to remove such action to any other court, whether State or federal.

9.10 Rights of Persons Not a Party. No person or entity who or which is not a party to this Escrow and Disbursement Agreement will have any right of action under this Escrow and Disbursement Agreement.

9.11 Provisions Deemed Severable. If any part, term or provision of this Escrow and Disbursement Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Escrow and Disbursement Agreement.

9.12 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional action necessary to carry out the terms of this Escrow and Disbursement Agreement.

IN WITNESS WHEREOF, each party to this Escrow and Disbursement Agreement has caused it to be executed on the date indicated below.

THE TOWN OF EAGLE, COLORADO,
a municipal corporation

By:  5/29/2013
Anne McKibbin, Mayor Date

ATTEST:

Kevin Brubeck, Pro Tem

Jenny Rakow
Jenny Rakow, Town Clerk



STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 29th day of MAY, 2018, by Kevin Bruback
McKibbin, Mayor and Jenny Rakow, Town Clerk, respectively, Town of Eagle, Colorado.

Pro Tem
WITNESS MY HAND AND OFFICIAL SEAL

My commission expires: 08-25-2019

Carla Nelson
Notary Public

CARLA NELSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994022405
MY COMMISSION EXPIRES 08/25/2019

DEVELOPER:

By: Henry S. Reinke

23 May 18
Date

ILLINOIS
STATE OF ~~COLORADO~~)
) ss.
DUPAGE
COUNTY OF ~~EAGLE~~)

Subscribed and sworn to before me this 23rd day of May, 2018, by
Henry S. Reinke
(Developer)

WITNESS MY HAND AND OFFICIAL SEAL

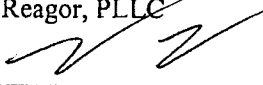
My commission expires: 03/07/2020

Donna M Demchuk
Notary Public

OFFICIAL SEAL
DONNA M DEMCHUK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 03/07/2020

ESCROW AGENT:

Dymond Reagor, PLLC

By: 

Michael W. Reagor, Esq.

Member

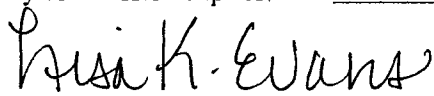
Date: 5/29/2018

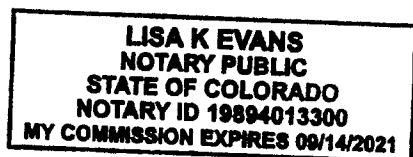
STATE OF COLORADO)
COUNTY OF Arapahoe) ss.
~~Denver~~

Subscribed and sworn to before me this 29th day of May, 2018,
by Michael W. Reagor.
(Escrow Agent)

WITNESS MY HAND AND OFFICIAL SEAL

My commission expires: 9.14.21


Notary Public





To: Mayor Turnipseed and Town Council

From: Nikki Davis, Economic Development & Housing Specialist

Date: May 23, 2023

Agenda Item: Resolution 31, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Members to the Downtown Development Authority Board of Directors"

REQUEST: The Downtown Development Authority is requesting that Town Council review Resolution No. 31, Series 2023 appointing members to the Downtown Development Authority Board of Directors.

BACKGROUND: On February 23, 2021, the Town Council approved Resolution No. 17, Series 2021 establishing the inaugural Board of Directors for the Downtown Development Authority (DDA). The resolution was drafted to stagger the appointments of members so that two members of the public were appointed for terms ending in June 2021, 2022, and 2023. Subsequent terms are for four years as described in the resolution.

ANALYSIS: Kat Conner resigned as the DDA Board Chair on March 22, 2023. As outlined in the DDA Plan of Development, the Vice Chair shall assume this role in the event of a resignation and until the Authority selects a new Chair. Vice Chair Greg Schroeder shall fulfill this duty until the end of his term, June 30, 2023. Additionally, the DDA Board provided staff with a notice from Collin Huggins, property owner of 415 Broadway, expressing his desire to serve as a board member.

COMMUNITY INPUT: Community input has not been gathered for this resolution.

BUDGET / STAFF IMPACT: There is no budget or staff impact to the resolution.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Appointing members to the DDA Board of Directors is a requirement of Section 3, Ordinance 25, Series 2020 which states the Town Council will appoint members of the Downtown Development Authority Board of Directors.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to **APPROVE** Resolution 31, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Members to the Downtown Development Authority.

ATTACHMENTS:

1. March 22, 2023 DDA Meeting Minutes RE: Kat Conner Resignation
2. Collin Huggins Notice
3. Resolution 31, Series 2023



EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Eagle Town Hall

Wednesday, March 22, 2023

1:30-3:30pm

IN PERSON

Welcome + Roll Call

- Kat Conner, Sarah Parrish, Adrienne, C., Jake Roach, Nikki Davis (town), Scott Schlosser, Marci Leith, Greg Schroeder Larry Pardee (town), Mick Daly (EVC), Mellissa Daruna (New assistant town manager), Brian Woods (downtown Alliance), Jennifer Filipowski (EagleARTS), Stephanie Owens and Kat Correll (DCI on call), Troy Bernberg (On call, DDA financial advisor)

Minutes Approval

Marci Motions Adrienne, Greg Schroeder 2nd, Approved

Board Roles

- Minute Taker -
Jake - voice dictate? Marci, volunteers!
- Communication Role
- Need person to update website on a regular basis, newsletter, social media. DDA Board members to suggest topics for outreach. Marci has a designer, Joe, to help manage. Will chat more about this next meeting.

DDA Communications

DDA Policy Finalized

- Policy
 - Scoring Matrix
Marci motions, Greg 2nd, Approved
 - Larry and Nikki will update staff and council about the DDA Policy Doc.
- DCI note, "Understanding Assessment" Discussion June 8th in WheatRidge 11am

Town Business

- Assistant Town Manager
New assistant Town Manager, Melissa Daruna! Will be hiring Marketing Manager, Econ

Manager positions

- Eagle Employer Survey
Nikki requests more employers to take it. One per business. Expires Monday 27th
- RRC potential projects: Economic Dashboard and perform another community survey.
Nikki Davis to keep DDA posted
- Recode Update
2nd council meeting in June to complete, Need feedback after April 4th meeting draft.
- Get EVC, Chamber and DDA groups together. Make sure we're not overbearing staff resources. Open round table public meeting no later than early April. Preclude to EPS meetings which could be one meeting. Mick to send out doodle poll.
- Kat Conner to announce she is selling her building and which will make her inapplicable to be on the DDA board. April will be her last meeting as a DDA board meeting.

Jake motion to adjourn, Marci Second 2:55pm

Minutes taken by Kat Conner

Fwd: DDA board**Kat Conner** <kat@katchstudio.com>

Mon 4/10/2023 1:28 PM

To: Larry Pardee <larry.pardee@townofeagle.org>; Nikki Davis <nikki.davis@townofeagle.org>; Katherine Correll <director@downtowncoloradoinc.org>; Stephanie Owens <coordinator@downtowncoloradoinc.org>; Jenny Rakow <jenny.rakow@townofeagle.org>

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

Hi guys,

Following is a letter from Collin Higgins, a downtown resident/home owner, who would like to join the DDA board. So I guess we'll discuss this in the next Board meeting on the 26th? And if the board approves it will then go to Council for final approval.

Thanks!

Kat Conner

Katch Studio | Art Director | Designer
katchstudio.com **IG:** [@katchstudio](https://www.instagram.com/katchstudio)
714.721.8573

----- Forwarded message -----

From: <collin@peak-services.com>

Date: Mon, Apr 10, 2023 at 11:59 AM

Subject: DDA board

To: <kat@katchstudio.com>

Hey Kat,

I would like to join the DDA board. My property is at 415 Broadway street.

Please let me know if you need anything else from me! Otherwise I will see you on the 26th.

Thanks,

Collin Huggins

Owner/General Manager

Peak Building Services

507-327-2617

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 31
(SERIES 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPOINTING MEMBERS TO THE DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS

WHEREAS, Ordinance 21, Series 2020 was approved by the Town Council and proposed a ballot measure for the November 2020 election to create a Downtown Development Authority (DDA); and

WHEREAS, On November 3, 2020 eligible voters of the proposed Downtown Development Authority passed the ballot measure in the coordinated general election to create the Downtown Development Authority; and

WHEREAS, Section 3 of Ordinance 25, Series 2020 describes the operational structure of the Downtown Development Authority, calling for one member to be a sitting Council member, two members shall be property owners or residents in the district, or representatives of such, and four members shall be property owners or residents within the district; and

WHEREAS, As outlined in the DDA Plan of Development, Article 3.200, the Vice-Chair shall perform the duties of the Chair in the absence of or resignation of the Chair;

WHEREAS, The appointment of a new member is for a four-year term, and shall be aligned with the existing appointment structure, such that this member will serve until June 30, 2027;

WHEREAS, Appointments to the DDA Board of Directors fulfills the Town Council requirements of the ordinance creating the Downtown Development Authority;

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

Section 1. The Town Council hereby appoints Greg Schroeder, Vice Chair of the Downtown Development Authority, to serve as Board Chair, with an existing term ending June 30, 2023.

Section 2. The Town Council hereby appoints Collin Huggins as a new member of the Downtown Development Authority, with a term ending June 30, 2027.

INTRODUCED, READ, PASSED, AND ADOPTED on May 23, 2023.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Nikki Davis, Economic Development & Housing Specialist

Date: May 23, 2023

Agenda Item: Resolution 32, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with RRC Associates to Create an Economic Dashboard"

REQUEST: For Town Council to review and approve the Professional Services Agreement (PSA) between Town of Eagle and RRC Associates to create an economic dashboard for the community.

BACKGROUND: In 2021 the Economic Vitality Committee (EVC) expressed a desire to complete an economic development study for the Town of Eagle. Though the project experienced delay with staff turnover, the economic development study officially launched in January 2023 and is anticipated to conclude late this summer. To supplement and further activate the study's findings, EVC advocated for the creation of an economic dashboard. While the latter was initially spearheaded by Community Builders, shifting levels of commitment required staff to seek alternative solutions. RRC Associates was recommended to staff and EVC by Economic & Planning Systems (EPS), the economic development study consultants. Notably, RRC is already a key contributor to the economic development study, providing analysis of Eagle's workforce and visitor trends using mobile device geodata.

ANALYSIS: RRC Associates has designed and constructed varying dashboards for communities throughout Colorado and the nation. Their holistic approach to dashboard development includes data prep & evaluation, stakeholder collaboration, execution and guidance on long-term maintenance. Preliminary discussions with EVC and staff have identified six high-level categories as possibilities for the dashboard metrics including economic data; housing & lodging; recreation; transportation measures; community health and; results from future community surveys. Exact metrics and dashboard details will be determined as part of the scope of work with RRC.

COMMUNITY INPUT: Not applicable at this phase.

BUDGET / STAFF IMPACT: The PSA for the economic dashboard approves a project cost of \$15,500, which is allocated in the 2023 budget. As desired by the Town, an additional optional \$2,000 - \$3,000 quarterly/seasonal fee for ongoing dashboard maintenance will be allocated in future budgets.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The creation of an economic dashboard supports the Strategic Plan's objective to *Stimulate Economic Vitality and Development*.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to **APPROVE** Resolution 32, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Agreement for Professional Services with RRC Associates to Create an Economic Dashboard.

ATTACHMENTS:

1. Professional Services Agreement
2. RRC Associates Economic Dashboard Proposal ([LINK](#))
3. Resolution 32, Series 2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town") and RRC ASSOCIATES, a Colorado company with an address of 4770 Baseline Road, Suite 355, Boulder, Colorado, 80303 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days' advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$15,500 for development and analysis of the dashboard and \$2,000-\$3,000 for quarterly maintenance thereafter, as desired by the Town. This amount shall include all fees,

costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed

by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Workers' Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be cancelled, terminated or materially changed without at least 30 days' prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance showing the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to

Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

RRC Associates

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2023, by _____ as _____ of _____.

My Commission expires:

(SEAL)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Contractor's Duties

Project Approach and Personnel

Approach

RRC understands that the Town of Eagle would like assistance in creating a dashboard of selected economic (and potentially other) measures that will provide access to meaningful data for tracking and decision-making by staff, stakeholders and potentially the community as a whole. To address these objectives, the RRC team will:

1. Evaluate currently or soon to be available data sources (from the Economic Study and other on-going discussions) for ability to help address identified topics and questions in a dashboard format.
2. RRC/EPS team participation in several Zoom meetings to understand and prioritize the objectives of interest groups in terms of information that is useful and available. We will actively participate in these discussions to help identify and prioritize what is most appropriate for potential dashboard presentations.
3. Evaluate available identified datasets to determine appropriateness for inclusion in a dashboard, and
4. Create a dashboard for data monitoring and display of selected metrics.

Contractor shall engage Town staff and the Economic Vitality Committee (EVC) to serve as the lead for identifying measures that are most appropriate for inclusion in the dashboard. Contractor shall assist and advice the staff and EVC in narrowing down the dashboard to 5-10 metrics.

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall host and facilitate meetings to help Town staff and EVC members understand and prioritize the objectives of the interest groups and relevant metrics.
- Contractor shall evaluate identified datasets for inclusion in the dashboard.
- Contractor shall create a dashboard of 5-10 datasets for monitoring and display.

- Contractor team will include Chris Cares, Principal in Charge; Sean Maher, CEO; and Colin Cares, Director of Data Innovation.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

Project Component	Cost per Component
1. Data Preparation and Development	\$4,000
<i>Creation of standardized data files for dashboard creation. Optimizing data format and function for future updating.</i>	✓
2. Data Source Evaluation	\$3,500
<i>Working with staff and committees in up to four zoom calls of approximately 90 minutes each, include three team representatives. Documentation and interpretation of input included.</i>	✓
3. Dashboard Creation and Analysis of Data	\$8,000
<i>Development of dashboard using existing data sources and formatting data update framework.</i>	✓
<i>Analysis of results to identify data trends and gaps.</i>	✓
3. (OPTIONAL) Ongoing maintenance and regular updates	\$2,000-3,000 quarterly/seasonally
TOTAL	\$15,500 development and analysis \$2,000 - 3,000 quarterly/seasonal maintenance (if desired)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 32
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RRC ASSOCIATES TO CREATE AN ECONOMIC DASHBOARD.

WHEREAS, a major objective identified in the Town of Eagle 2020 Strategic Plan is to develop a strategy to stimulate economic vitality and development;

WHEREAS, the Economic Vitality Committee (EVC) has initiated an Economic Development Plan study, with support from Town Council, Town staff and consultants Economic & Planning Systems Inc. (EPS), to develop a comprehensive strategy for Eagle's economic vitality;

WHEREAS, the Town has allocated funds in the 2023 budget to create an Economic Dashboard; and

WHEREAS, the Town Council finds that it is in the best interest of the public's health, safety and welfare to approve a Professional Services Agreement with RRC Associates in the amount of \$15,500 to design, create and launch an Economic Dashboard.

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

Section 1. The Town Council hereby approves the Agreement for Professional Services with RRC Associates in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute such the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 23, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council
From: Tom Gosiorowski, Public Works Director
Martha Miller, Project Manager
Date: May 18, 2023
Agenda Item: Resolution 34, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Construction Contract with 360 Paving, LLC for 2023 Street Resurfacing Project"

REQUEST:

Staff requests the Council's approval of the construction contract with 360 Paving, LLC for the construction of the 2023 Town of Eagle Street Resurfacing project.

BACKGROUND:

Staff advertised for bidders for the 2023 Street Resurfacing project on BidNet. On May 11, 2023, the Town opened bids from Oldcastle SW Group, Inc. dba United Companies for \$935,181.50, and 360 Paving, LLC for \$714,505.65. After the bid opening, Staff negotiated the scope with 360 Paving, LLC. The new contract amount using the original bid unit prices is \$728,591.15.

The streets that will be paved this year include E. & W. Double Hitch, Haystacker Drive, Sawmill Circle, Robin's Egg (eastern portion), Eagle Ranch Road (1864 ERR to Ouzel Lane), and Ouzel Lane. ADA ramp improvements will be improved during the resurfacing work.

ANALYSIS:

Public Works prepared an estimate for the project. The 360 Paving, LLC bid was within 10% of the estimate.

COMMUNITY INPUT:

Not required.

BUDGET/STAFF IMPACT:

In FY 2023 General Fund, the Town has budgeted \$700,000 in the Street Department - Street Resurfacing and \$30,000 in the Capital Improvement Fund - ROW Improvements for Handicap Ramps ADA replacement. Expenses incurred under this agreement will be paid from those funds.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project aligns with the Town's 2023 Goal/Strategic Plan of completing a street resurfacing project, ADA improvements, and bus shelter improvements which is consistent with the Strategic Plan Major Objective of Match Infrastructure To Quality Of Life.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve "Resolution 34, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Construction Contract with 360 Paving, LLC for 2023 Street Resurfacing Project"

ATTACHMENTS:

- Resolution 34, Series 2023
- Construction contract with 360 Paving, LLC for the 2023 Street Resurfacing Project

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 34
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A CONTRACT WITH 360 PAVING LLC FOR THE 2023 STREET
RESURFACING PROJECT

WHEREAS, the Town identified and appropriated funds for street resurfacing during the development of the 2023 budget;

WHEREAS, the Town Council finds that it is in the best interest of the Town and the public health, safety, and welfare to enter into a contract with 360 Paving LLC for the 2023 Street Resurfacing Project.

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

Section 1. The contract with 360 Paving LLC 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 Agreement on behalf of the Town.

INTRODUCED, READ, PASSED, AND ADOPTED ON MAY 23, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this **23rd day of May, 2023** (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and **360 Paving LLC**, an independent contractor with a principal place of business at **770 Lindbergh Dr #603, Gypsum, CO 81637** ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before **September 22, 2023**.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed **\$728,591.15** (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

V. RESPONSIBILITY

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The

services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

X. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

XI. BONDS

Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of \$250 per day.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIII. MISCELLANEOUS

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

B. *Integration.* This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. *Third Parties.* There are no intended third-party beneficiaries to this Contract.

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

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

F. *Modification.* This Contract may only be modified upon written agreement of the Parties.

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

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

I. *Rights and Remedies.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2023, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF WORK

Street resurfacing (2" mill & fill) and miscellaneous repairs on:

- East & West Double Hitch
- Haystacker Drive & Sawmill Circle
- Robins Egg, Deep Eddy Cove, Eagle Ranch Road, & Ouzel Lane
- Capitol Street (6th to Brush Creek Road)
- Manhole, ADA truncated domes, and street repairs at miscellaneous locations

BID PROPOSAL



360 Civil, Inc.

PO Box 2247

Gypsum, CO 81637

Contact: Jeremy Sheaffer

Phone: 970-471-1052

Email: jeremy@360civil.com

Quote To:

Town Of Eagle

Job Name:Town Of Eagle - 2023
23047Phone:Plan Date:Architect/Engineer:Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
General					
15	Mobilization	1.00	LS	12,500.00	12,500.00
20	Traffic Control	1.00	LS	40,000.00	40,000.00
30	Portable Message Sign Panel	2.00	EACH	3,500.00	7,000.00
40	Striping - Water Based	1.00	LS	6,700.00	6,700.00
	General Total				66,200.00
West Double Hitch					
70	Full Width Milling	1,770.00	SY	3.85	6,814.50
80	Transverse Crack Repair 18" X 4" Depth	200.00	LF	22.00	4,400.00
90	2" Asphalt Overlay	200.00	TONS	150.00	30,000.00
100	Adjust Manholes To Final Grade	6.00	EACH	140.00	840.00
110	Adjust Gate Valves To Final Grade	1.00	EACH	116.00	116.00
	West Double Hitch Total				42,170.50
East Double Hitch					
140	Full Width Milling	1,880.00	SY	3.85	7,238.00
150	Transverse Crack Repair	200.00	LF	22.00	4,400.00
160	2" Asphalt Overlay	210.00	TONS	150.00	31,500.00
170	Adjust Manholes To Final Grade	3.00	EACH	140.00	420.00
180	Adjust Gate Valves To Final Grade	4.00	EACH	116.00	464.00
	East Double Hitch Total				44,022.00
Haystacker					

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
210	Full Depth Milling	4,620.00	SY	3.85	17,787.00
220	2" Asphalt Overlay	510.00	TONS	150.00	76,500.00
230	Adjust Manholes To Final Grade	9.00	EACH	140.00	1,260.00
240	Adjust Gate Valves To Final Grade	8.00	EACH	116.00	928.00
250	Truncated Domes ADA Detectable Warning	4.00	EACH	1,000.00	4,000.00
255	Truncated Dome ADA 102" X 24"	1.00	EACH	1,000.00	1,000.00
260	Remove & Replace 7' Curb & Gutter Corner	1.00	EACH	2,375.00	2,375.00
	Haystacker Total				103,850.00
	Sawmill Circle				
290	Full Depth Milling	2,860.00	SY	3.85	11,011.00
300	2" Asphalt Overlay	320.00	TONS	150.00	48,000.00
310	Adjust Manholes To Final Grade	6.00	EACH	140.00	840.00
320	Adjust Gate Valves To Final Grade	2.00	EACH	116.00	232.00
330	Remove & Replace 9.5' Curb & Gutter	2.00	EACH	2,375.00	4,750.00
	Sawmill Total				64,833.00
	Robins Egg				
360	Full Depth Milling	2,750.00	SY	3.85	10,587.50
370	2" Asphalt Overlay	310.00	TONS	150.00	46,500.00
380	Adjust Manholes To Final Grade	3.00	EACH	140.00	420.00
390	Adjust Gate Valves To Final Grade	4.00	EACH	116.00	464.00
	Robins Egg Total				57,971.50
	Deep Edday Cove				
420	Full Depth Milling	894.00	SY	3.85	3,441.90
430	Transverse Crack Repair 18" X 4" Depth	100.00	LF	22.00	2,200.00
440	2" Asphalt Overlay	100.00	TONS	150.00	15,000.00
450	Adjust Manholes To Final Grade	3.00	EACH	140.00	420.00
460	Adjust Gate Valves To Final Grade	1.00	EACH	116.00	116.00
	Deep Edday Cove				21,177.90
	Eagle Ranch (1864 ERR to Ouzel)				
490	Full Depth Milling	4,000.00	SY	3.85	15,400.00
500	2" Asphalt Overlay	440.00	TONS	150.00	66,000.00
510	Adjust Manholes To Final Grade	4.00	EACH	140.00	560.00
520	Adjust Gate Valves To Final Grade	5.00	EACH	116.00	580.00
530	102" X 24" Truncated Dome	1.00	EACH	1,000.00	1,000.00
531	60" X 24" Truncated Domes	1.00	EACH	1,000.00	1,000.00
532	84" X 24" Truncated Domes	1.00	EACH	1,000.00	1,000.00
533	72" X 24" Truncated Domes	2.00	EACH	1,000.00	2,000.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
534	54" X 24" Truncated Domes	1.00	EACH	1,000.00	1,000.00
535	48" X 24" Truncated Domes	1.00	EACH	1,000.00	1,000.00
	Eagle Ranch Rd. Total				89,540.00
	Ouzel Lane				
560	Full Depth Milling	1,310.00	SY	3.85	5,043.50
570	2" Asphalt Overlay	150.00	TONS	150.00	22,500.00
580	Adjust Manholes To Final Grade	2.00	EACH	140.00	280.00
585	60" X 24" Truncated Domes	2.00	EACH	1,000.00	2,000.00
	Ouzel Lane Total				29,823.50
	Capitol (6th to Brush Creek Rd.)				
620	Full Depth Milling	5,515.00	SY	3.85	21,232.75
630	Tie-In Milling (0" - 2" in 25')	200.00	SY	5.50	1,100.00
640	2" Asphalt Overlay	625.00	TONS	150.00	93,750.00
	Capitol Total				116,082.75
	Misc Manhole & Street Repair				
665	Install Truncated Dome ADA Det. Warning Plates	15.00	EACH	1,000.00	15,000.00
670	Adjust Manhole To Final Grade W/ New MH Frame	3.00	EACH	1,350.00	4,050.00
680	Adjust Manholes To Final Grades W/ Rings	3.00	EACH	140.00	420.00
690	Full Depth Asphalt Patching	300.00	SF	9.50	2,850.00
700	Transverse Crack Repair 18" X 4" Depth	300.00	LF	22.00	6,600.00
710	Asphalt Irregularities	280.00	TONS	150.00	42,000.00
	Misc Manholes & Street Repair Total				70,920.00
790	Minor Contract Revisions	1.00	LS	22,000.00	22,000.00
GRAND TOTAL					728,591.15

NOTES:

1. Permits, Permit fees, Survey and Staking by others.
2. No blasting or large rock removal over 1 cubic yard is included. This shall include shale or bedrock excavation. Blasting on a T&M basis
3. It is assumed that all excavated material will be suitable for backfill. No screening, mixing or drying of material is included.
4. No overexcavation and recompaction is included. Unsuitable soils will be handled on a T&M basis per Geotechnical Engineer.
5. Soils testing is not included
6. All weather related costs are excluded. Frost Protection, Ground Heating, and Excavation of frost is excluded.
7. Warranty is void against settlement for any work done under winter conditions.
8. Dewatering is not included
9. Regrading and cleanup after other trades is not included.
10. Construction fencing is not included unless specifically listed in the Bid Item Schedule.
11. All utilities are to be run within 5' of the foundation. We are not permitted to install inside the foundations.
12. Water source (for compaction, dust control, cleaning) to be provided by the General Contractor, onsite, at no added cost.

13. Street work and any associated costs are not included (roadcuts, permits, bonds, slurry fill, traffic control etc...) unless specifically stated in the bid item schedule.
14. Shoring is not included. Excavation layback will be compliant with OSHA standards. If not possible shoring will be required.
15. Landscape, Irrigation & Seeding is not included.
16. Topsoil re-placement is not included unless specifically stated in the bid item schedule.
17. Pumping of vaults is excluded.
18. Asbestos abatement or testing is not included.
19. If payments for work are not made when due, the contractor may stop work or terminate this contract and re-cover from the customer payment for all work executed and loss sustained.
20. A late charge of 18% per annum on the outstanding balance may be imposed upon all past due payments. Customer agrees to pay all costs of collection and a reasonable attorney's fee if the account becomes delinquent and is referred for collection.
21. Pricing is good for 30 days from the date of this proposal.
22. NA
23. It is assumed that our present insurance is acceptable. No builders risk is included.
24. All extra work will be authorized by the General Contractor or Owner through a signed work authorization form or time and materials tickets.
25. Subcontractor and Materials will incur a 15% handling fee placed on invoices recieved for work done under T&M basis or Allowance Items.
26. If 360 Civil is awarded the project we will require a signed stamped set of construction drawings.

AGREEMENT

All of the above work to be completed in a substantial and workmanlike manner for the sum of See Bid Item Schedule

The contract amount is payable to 360 Civil, Inc. monthly for work as it progresses with the entire balance payable upon completion unless otherwise provided in this contract or the Project Plans and Specifications.

The customer may order additional work or changes in writing at any time, at an agreed price or at the contractor's regular rates for the time and material work.

If the customer disposes of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within forty-eight (48) hours after date of such disposal.

The contractor agrees to carry Workmen's Compensation and general liability insurance and to pay all taxes as they relate to this agreement.

Respectfully submitted,

360 Civil, Inc.

By _____
Jeremy Sheaffer, Vice President

ACCEPTANCE OF PROPOSAL

The prices, specifications, terms and conditions stated above and on the reverse side hereof are satisfactory and are hereby accepted. By this acceptance, I understand that a binding contract has been created only when confirmed by 360 Paving LLC. Customer may be required to provide satisfactory evidence of adequate financing before confirmation by contractor.

ACCEPTED this _____ day of _____, 20____.

Owner Signature: _____ Printed Name: _____

CONFIRMATION by CONTRACTOR

Contractor Signature: _____ Date: _____

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Contract with the Town of Eagle (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed only if Contractor participates in the
Department of Labor Lawful Presence Verification Program]***

I, _____, as a public contractor under contract with the Town of Eagle (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (the "Contract") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a which verify the employment eligibility and identity of newly hired employees who perform work under the Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Contract.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2023, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Eagle shall rely on the information provided.

This information is provided for the Town of Eagle, Work No. NA.

By: _____

Title: _____

Agency: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2023, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

PAYMENT AND PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that
(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Eagle, Colorado, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of \$_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the performance of the Work, _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by the Principal's failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this _____ day of _____, 2023.

ATTEST:

PRINCIPAL

By: _____

By:

Title: _____

Title:

Address:

(Corporate Seal)

SURETY

ATTEST:

Surety:

By: _____

By:

Attorney-in-Fact: _____

Title:

Address:

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: May 23, 2023
Re: Town Manager Report

Outreach & Meetings – This report will provide an overview of recent participation in community outreach opportunities and regional and project-specific meetings. These events offer valuable opportunities to collaborate with stakeholders, stay informed on the latest developments, and contribute to the local community.

On Thursday, May 18, the Town of Eagle staff and our grant consultants team, KLJ, will convene once again to continue our collaborative efforts in drafting and designing the strategic roadmap for development. This crucial task aims to establish a robust and effective project program while identifying potential grants for the Town of Eagle. In an increasingly competitive grant funding landscape, our community must identify the most critical projects that can be accomplished within the allotted timeframe and offer the highest return on investment over the next four to five years.

As part of our deliverables, KLJ will undertake a Suitability Analysis/Matrix to evaluate a range of high-priority community needs that align with our community's goals and are suitable for planning or construction/implementation grants. This analysis will serve as a framework for selecting "candidate" projects to pursue for grant funding. KLJ will establish three tiers of candidate projects:

1. **High-Priority Candidate Projects:** These projects will be identified as shovel-ready and are anticipated to score favorably across various state and federal funding programs. They will be early front runners for submitting funding applications.
2. **Medium-Priority Candidate Projects:** These projects show potential for scoring well but require further study and analysis to bring them closer to shovel-ready.
3. **Low-Priority Projects:** This tier will provide the Town with an understanding of projects that may be considered "local" priorities but may not align strongly with the state and/or federal merit criteria.

By engaging in this comprehensive assessment, we aim to optimize our chances of securing grant funding by focusing on projects that best meet the needs of our community while satisfying the criteria set by grant programs. Through KLJ's expertise and the collaborative efforts of the Town of Eagle staff, we are confident in our ability to identify and pursue projects that will have a significant and positive impact on our community's development.

The West Eagle development, located at 712 Castle Drive, Eagle, is set to host an open house on Wednesday, May 24, from 5 PM to 7 PM. This proposed development spans a 9.5-acre infill site in the Town of Eagle, owned by Eagle County and the Eagle County Housing and Development Authority (ECHDA).

Comprising 113 housing units across 23 buildings, West Eagle will offer a mix of one, two, three, and four-bedroom units in various configurations such as condos, townhomes, duplexes, and triplexes. Notably, most ground-floor one-bedroom units will meet accessibility requirements. In addition, the development aims to be all-electric, net-zero-ready, and meet high efficiency and performance standards.

ECHDA will oversee the development, construction, and sale of all 113 price-capped deed-restricted units, ensuring they are available to eligible households. Prospective owners must live and work in Eagle County and earn 100-140% of the Area Median Income (AMI).

Connectivity is a crucial focus of West Eagle, utilizing its infill characteristics to maximize connections within the neighborhood and the surrounding areas. Walking and bike trails link residents to the Town's neighborhood trail system, facilitating access from nearby residential areas and commercial zones along Grand Avenue.

West Eagle aligns with the Town of Eagle West Eagle Sub Area Plan by seamlessly integrating with the surrounding area, providing a financial benefit to the Town, creating multifunctional green space, constructing a portion of the Brush Creek Road Extension, and serving as a redevelopment that benefits the broader community.

Furthermore, West Eagle adheres to the Elevate Eagle Plan and Town of Eagle Comprehensive Plan by promoting economic vitality and development, diversifying attainable housing options, strengthening town organization and culture, prioritizing recreation and open space, and aligning infrastructure with the quality of life.

The project also aligns with the Town of Eagle Strategic Plan by expanding and diversifying economic opportunities, enhancing the vibrancy and viability of downtown, celebrating its unique small-town character, and fostering physical and visual connections among neighborhoods through trail-oriented environments.

West Eagle's commitment to sustainability is exemplified by its all-electric, net-zero design, showcasing a strong dedication to environmental responsibility. Additionally, all units will be 100% deed-restricted, with 70% priced between 100%-140% of the Area Median Income (AMI), surpassing the Lower Income Rental Program (LERP) requirements.

Join Us Wednesday, June 7, for the Eagle River Park Donor Appreciation Celebration!
Molly is thrilled to invite you to the highly anticipated Eagle River Park Donor Appreciation Celebration, a special event dedicated to expressing our heartfelt gratitude to all our valued donors. Your generous contributions have played a pivotal role in making Eagle River Park a reality, and it is with great pleasure that we invite you to join us for an evening filled with live music, festivities, delicious food, and warm camaraderie.

Economic Development:

The proposed dashboard is essential to achieving economic development for the Town. With the assistance of Chris Cares from RRC, the town staff is working diligently to finalize the proposal and seek EVC approval. This dashboard will provide a comprehensive and accessible overview of the Town's economic progress and critical indicators, including job growth, business expansion, and infrastructure improvements. Once approved by the Council meeting on May 24, the dashboard will serve as a valuable tool for local government officials, business owners, and community members to monitor and improve economic development in the Town. In addition, by closely monitoring the dashboard's data, the Town can make informed decisions to promote economic growth and prosperity for all residents.

Town of Eagle: Economic Development Plan, Focus Groups are reaching out to business focus groups in Eagle. The Town of Eagle is taking proactive steps toward economic development by collaborating with Economic and Planning Systems. The town staff seeks input from local businesses and organizations across various industries to ensure a comprehensive plan. By understanding businesses' challenges and opportunities, the Town aims to gain insight into the current business environment and identify additional resources needed from the Town and other local economic development organizations. This feedback will formulate general and industry-specific strategies for the near and long term. Focus Groups will conduct one-hour discussions on May 24th and 25th at Eagle Town Hall to facilitate this process. Business representatives are invited to participate in these focus groups with other businesses in their industry, providing valuable input to help shape the economic development plan. Ultimately, this collaboration aims to promote economic growth and prosperity for the Town of Eagle.

Administration & Organization update

Our Town is gearing up for a bustling year in 2023 as we endeavor to complete the recruitment process for numerous crucial positions essential for the effective functioning of our community. We are pleased to inform you that we have made significant progress by successfully hiring candidates to fill fifteen of the twenty-one vacant positions. All roles play a vital role in the smooth operation of our Town daily, and we have complete confidence in the abilities and expertise that our newly hired individuals bring to their respective roles. With their valuable contributions, we are confident that we can uphold the exceptional standards of service that our residents have grown accustomed to.

I will have limited availability from May 22 to May 26 as I will be away from the office. But rest assured, I will remain somewhat accessible through our laptops and cell phones. Furthermore, Melissa Daruna will be ready to provide support if any immediate assistance is required.

WORK SESSIONS:

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

Date	Topic
January 3, 2023 (Meeting Cancelled)	
February 7, 2023 (COMPLETED)	Eagle River Park Discussion
February 21, 2023 (COMPLETED)	Mnt. Rec Board/Council - Eagle Outdoor Pool Discussion
March 7, 2023 (Meeting Cancelled)	
March 13, 2023 (COMPLETED)	Retreat/Work Session at Frost Creek.
April 4, 2023 (COMPLETED)	JOINT Meeting P&Z and Council ReCode.
May 2, 2023 (Meeting Cancelled)	
June 6 th , 2023	
July 4 (Meeting Cancelled)	
August 8	
September 5	
October 3	
November 7	
December 5	
Request for Additional Work Sessions	Topic
May 30	Final ReCode Council meeting



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: May 23, 2023

Agenda Item: PUBLIC HEARING: Wild Sage Eagle LLC dba Wild Sage - Request for Transfer of Hotel & Restaurant Liquor License at 1143 Capitol Street 104A&B

REQUEST: The Mayor should convene as the Liquor License Authority before opening this item. The request is for consideration of approval for a Transfer of Ownership of a Hotel & Restaurant License for Wild Sage Eagle LLC dba Wild Sage located at 1143 Capitol Street 104A&B.

BACKGROUND: Casey Glowackie, Owner of Wild Sage Eagle LLC submitted an application to Transfer the Hotel & Restaurant License at 1143 Capitol Street 104A&B from The Assembly on April 10, 2023.

ANALYSIS: Department Staff has reviewed the application and made preliminary findings to the applicant that included the following:

- The location of the premises for which the license is sought is 1143 Capitol Street Street, Eagle, Colorado 81631.
- It appears from the evidence submitted that the applicant is entitled to possession of the premises proposed to exercise the license.
- The location proposed to sell liquor for on-site consumption is not within 500 feet proximity to a school as defined in the Eagle Municipal Code.
- The applicant has applied for and has possession of a valid Town of Eagle Business License and state-issued Sales Tax License number.
- The renewal fee for 2023 will be \$175.00 to the Town of Eagle. As of this date, the Town Clerk and the Eagle Police Department have completed their preliminary background investigation concerning the records of the premises and applicants as allowed by current statute. There were no issues reported.
- No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.
- The neighborhood for which the Local Licensing Authority has determined as the applicable neighborhood is the Town of Eagle. A petition to assist with determining the needs and desires of the adult inhabitants is not required.

15 Hotel & Restaurant Licenses	1 Brewpub License
3 Tavern Licenses	4 Beer and Wine Licenses
4 Fermented Malt Beverage Off-Premises Licenses	3 Retail Liquor Store Licenses
	1 Distillery (State Licensed)

COMMUNITY INPUT: This is a public hearing, with notice posted on our website and in the Eagle Valley Enterprise at least 10 days prior to this hearing.

BUDGET / STAFF IMPACT: There is no budget impact for approving this item. All fees have been paid.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This item does not have a direct link to a Major Objective. However, it does support "Stimulating Economic Vitality and Development."

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY: Findings and Order approving a Transfer of Ownership of a Hotel & Restaurant License for Wild Sage Eagle LLC - located at 1143 Capitol Street 104A&B and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado.

ATTACHMENTS:

1. 2023 STATE TRANSFER APPLICATION PRE PUBLIC HEARING_Redacted
2. NOTICE OF FINDINGS AND ORDER
3. Notice of Public Hearing Transfer of Ownership Wild Sage Eagle LLC

Page 1 of 6

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: SBG.Colorado.gov/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 (additional items may be required by the local licensing authority) ☐ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Re-tail License Application
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)
IV.	Background information (DR 8404-I) and financial documents ☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☐ 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 ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) ☒ A. Copy of articles of organization ☒ B. Certificate of Good Standing ☒ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
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 WILD SAGE EAGLE LLC	Type of License H&R	Account Number
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?		☐ ☒
Waiver by local ordinance? ☐ ☐		or
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.		☐ ☐
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		☐ ☐
b. 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	Tenant	Expires
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 8½" 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	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.		

Name WILD SAGE EAGLE LLC	Type of License H&R	Account Number		
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.				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No 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? ☐ ☒ 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. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager GLOWACKI	First Name of Manager CASEY			
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. Yes No ☒ ☐				
25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☐ a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available or issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility - Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information. Yes No a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ ☒ b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ ☒				
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 CASEY GLOWACKI	Home Address, City & State 29 TRESHER CT EAGLE CO 81631	DOB 10/25/197	Position OWNER	%Owned 95
Name KEVIN NELSON	Home Address, City & State 760 W Beaver Creek Blvd	DOB	Position Managing Partner	%Owned 5
Name	Home Address, City & State Avon CO 81620	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Licensee Details

Demographic Information

Name: DRUNKEN GOAT

Owner/Manager Name: CASEY GLOWACKI

Address: 56 EDWARDS VILLAGE BOULEVARD #104

City / State / Zip: Edwards CO 81632

License Information

DBA: EAT EDWARDS LLC

Type: Tavern (county)

Lic #: 03-11495

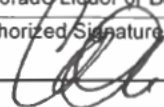
Status: Approved

Effective Date: 4/1/2019

Expiration Date: 3/31/2024

Corporate Personnel

Position	Name	Start Date	End Date
Lessor	FIRSTBANK	3/29/2019	
Manager	GLOWACKI CASEY JOSEPH	3/29/2019	
Member	GLOWACKI CASEY JOSEPH	3/29/2019	
Owner	GLOWACKI CASEY JOSEPH	3/29/2019	

Name CASEY Glowacki	Type of License hotel restaurant	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 CASEY Glowacki / owner	Date 2/27/23	
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
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?			☐ ☐
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?			☐ ☐
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 970 328 9623	☒ Town, City ☐ County
Signature	Print Scott Turnipseed	Title Mayor	Date 5.23.23
Signature	Print Jenny Rakow	Title Town Clerk	Date 5.23.23

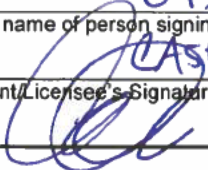
Tax Check Authorization, Waiver, and Request to Release Information

I, CASEY GLOWACKI am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Wild Sage Eagle LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Wild Sage Eagle LLC</u>		Social Security Number/Tax Identification Number <u>92-3149891</u>	
Address <u>1043 Capital St 104 A 104 B</u>			
City <u>Eagle</u>		State <u>CO</u>	Zip <u>81631</u>
Home Phone Number <u>843-345-4683</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>CASEY GLOWACKI</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>3/27/2023</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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, Tavern and Lodging and Entertainment 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.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Wild Sage</i>		Home Phone Number	Cellular Number <i>843-345-4683</i>	
2. Your Full Name (last, first, middle) <i>Gloria Casey Joseph</i>		3. List any other names you have used		
4. Mailing address (if different from residence) <i>56 Edwards Village Blvd #104</i>		Email Address <i>CASEY@DrunkGoatCo.com</i>		
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		
Current	<i>29 Thresher Ct</i>	<i>Espey Co 81631</i>	<i>5/22</i>	<i>Current</i>
Previous	<i>207 N. Brett trail</i>	<i>Edwards Co 81632</i>	<i>6/19</i>	<i>5/22</i>
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)		
<i>Eat Edwards LLC</i>		<i>56 Edwards Village Blvd</i>		<i>owner 12/2019 Current</i>
<i>Five leaves cafe Inc</i>		<i>Charleston, SC.</i>		<i>owner 1/2003 12/2019</i>
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		
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				
<i>at my current Business</i>				
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 16/25/74	b. Social Security Number [REDACTED]	c. Place of Birth Denver Co	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	m. Weight 10	n. Hair Color Brown	o. Eye Color Brown
p. Gender Male	q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State Co		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ [REDACTED]

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ [REDACTED]

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Real estate + FF+E	Commercial loan	First Bank	[REDACTED]
FF+E	Business loan	First Bank	[REDACTED]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

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 	Print Signature Casey Colow Arden	Title Owner	Date 3-17-2022
---	--------------------------------------	----------------	-------------------

April 5, 2023

I Casey Glowacki, owner of eatedwardsllc DBA Drunken Goat at 56 Edwards Village Blvd #104, Edwards, CO 81632 operate and run the full service restaurant and hold a liquor license and have since Jan 15th, 2019. I am compliant on all fees etc.

My intent is to open another restaurant at wild sage eagle llc, DBA Wild Sage 1043 E. Capital St 104a, 104b Eagle, CO 81631

Casey Glowacki

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,

Wild Sage Eagle, LLC

is a

Limited Liability Company

formed or registered on 03/02/2023 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 20231253817 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/24/2023 that have been posted, and by documents delivered to this office electronically through 03/27/2023 @ 12:39:27 .

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 03/27/2023 @ 12:39:27 in accordance with applicable law. This certificate is assigned Confirmation Number 14820198 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Fees Due	
Initial Application Fee	\$11.00
Renewal Fee	\$11.00

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

☐ Initial Application		☐ Renewal	
Corporate Business Name <u>Eagle</u> <u>Wild Sage LLC</u>		Trade Name (DBA) <u>Wild Sage</u>	
Physical Address of Premises <u>1143 Capital ST 104A + 104B</u>		Liquor License Number	
City <u>Eagle</u>		County <u>Eagle</u>	State <u>Co</u>
Mailing Address (if different than Physical Address) <u>Ste Edwards Village Blvd</u>		Suite/Unit Number <u>104</u>	
City <u>Edwards</u>		State <u>Co</u>	ZIP Code <u>81632</u>
Business Phone Number <u>C-843-345-4683 / 970-926-1393</u>		Business Email Address <u>CASEY@DrunkenGoatCo.com</u>	
1. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order.			☒ Yes ☐ No
2. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.			☒ Yes ☐ No
3. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.			☒ Yes ☐ No
4. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.			☒ Yes ☐ No
5. Are you using a third party's ordering software to take orders?			☐ Yes ☒ No
If you answered "Yes" to question number five (5) above, upload all documents concerning the agreement between the ordering service and the licensee. Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.			
6. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?			☒ Yes ☐ No
7. Are you the applicant or an authorized agent of the business?			☒ Yes ☐ No
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.			☒ Yes ☐ No
Name of the applicant or an authorized agent of the business <u>CASEY EDWARDS</u>		Title of the applicant or an authorized agent of the business <u>owner</u>	
Signature <u>[Signature]</u>		Date <u>3-16-2023</u>	

Payment (Please submit Payment in one of the following ways):

Via mail with your application P.O. Box 17087 Denver, CO 80217-0087	Via email to: DOR_liqlicensing@state.co.us An email will be sent to you with directions on how to make a payment via our online payment portal.
--	--

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Wild Sage Eagle LLC			License Number	
Trade Name of Establishment/Doing Business As (DBA) Wild Sage			Phone Number	
Physical Address 1043 Capital St 104A 104B		City Eagle	State CO	ZIP 81631
Email Address CASEY@drunkgoatco.com				
Transferor Retailer Licensee Name Assembly LLC			License Number 700	
Trade Name of Establishment/Doing Business As (DBA) Assembly			Phone Number	
Physical Address 1043 Capital St 104A 104B		City Eagle	State CO	ZIP 81632
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full				
Wholesaler: Old World Wine Co.				
Signature 		Print Ben Daroca	Title Mr.	Date 3/28/23

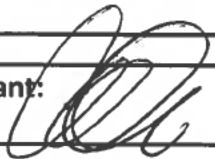


TEMPORARY LIQUOR PERMIT APPLICATION FOR TRANSFER OF OWNERSHIP
PLEASE PRINT LEGIBLY AND USE BLACK INK

Name of Applicant: (Corporation, Limited Liability Company, Individual, Partnership)	Wild Sage ^{Eagle} LLC
Trade Name of Establishment (DBA):	Wild Sage
Address of Establishment:	1143 Capital St #104

Type of Liquor/Beer License:	Hotel restaurant
Current Licensee:	The Assembly LLC
Current Trade Name:	The Assembly

The following conditions need to be met in order for the Temporary Permit to be processed:
➤ The establishment currently has State and Local Liquor/Beer Licenses, and such licenses were valid at the time the Transfer of Ownership Application was filed. ➤ The applicant has filed all Transfer of Ownership information as required by State and Local Licensing Authorities with the Town Clerk's office. ➤ The applicant submitted the Temporary Permit Application within 30 days of filing the Transfer of Ownership Application. ➤ The applicant submitted the \$100.00 Temporary Permit fee to the Town of Eagle. ➤ The applicant acknowledges the responsibility of having knowledge of the pertinent Colorado State Statutes and Regulations as set forth in Title 12, Articles 46 and 47, C.R.S., as amended. ➤ The applicant understands that this permit, if granted, shall be valid for 120 days or until the Transfer of Ownership has been granted, and the State and Local Liquor or Fermented Malt Beverage Licenses have been issued, or the application has been denied, whichever comes first. ➤ If the license has not been granted within this time period, it is the responsibility of the applicant to apply for an extension of the temporary permit.

Signature of Applicant: 	Date Signed: 2-27-2023
--	----------------------------------

FOR OFFICE USE ONLY	
Date of Transfer Application accepted:	Date Temporary Permit Application submitted:



CONFIDENTIAL INQUIRY WAIVER

I, CASEY GLOWACKI and _____, give the Town of Eagle permission to conduct a background check on me relating to information regarding a liquor license.

I hereby release the Town of Eagle from any civil or criminal liability or damage which may result from furnishing the information requested above.

Signature

Date

2-27-2023

56 Edwards Village Blvd #104 Edwards Co 81632

Street Address

State/Zip Code

Signature

Date

Street Address

State/Zip Code

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Wild Sage Eagle LLC			License Number	
Trade Name of Establishment/Doing Business As (DBA) Wild Sage			Phone Number	
Physical Address 1043 Capital St 104A 104B		City Eagle	State CO	ZIP 81631
Email Address CASEY@drunkgoatco.com				
Transferor Retailer Licensee Name Assembly LLC			License Number 700	
Trade Name of Establishment/Doing Business As (DBA) Assembly			Phone Number	
Physical Address 1043 Capital St 104A 104B		City Eagle	State CO	ZIP 81632
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full				
Wholesaler:				
Signature	Print	Title	Date	



AFFIDAVIT OF TRANSFER

Pursuant to the requirements of 44-3-303 the undersigned Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its Agent(s), or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 27 day of 3, 2023

SELLER: CALEB MACKAY BUYER: CASEY GLOWACKI

*(Current Licensee, License number)

Trade Name: THE ASSEMBLY, 03-12933

(Applicant Name - listed on #2 of DR forms)

Trade Name: Wild Sage Eagle LLC

Sign: [Signature]

Sign: [Signature]

Print: CALEB MACKAY

Print: CASEY GLOWACKI

Title: OWNER

Title: OWNER

State of Colorado

County of DENVER

Subscribed and sworn to before me this 28 day of March 2023

by: Caleb H Mackay ONLY

Notary Public: [Signature]

My Commission Expires: October 25, 2024 Seal:

MARIA AMELIA COELLO ARRIETA
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20224041173
MY COMMISSION EXPIRES OCT 25, 2026



50067651

Return to: FirstBank, P.O. Box 151515,
Lakewood, CO 80215

Space Above This Line For Recording Data

DEED OF TRUST

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is March 15, 2023. The parties and their addresses are:

GRANTOR:

CASEY GLOWACKI

56 Edwards Village Blvd Unit 104
Edwards, CO 81632

RACHEL CASSIA GLOWACKI

56 Edwards Village Blvd Unit 104
Edwards, CO 81632

TRUSTEE:

PUBLIC TRUSTEE OF EAGLE COUNTY, COLORADO

LENDER:

FIRSTBANK

Organized and existing under the laws of Colorado
12345 West Colfax Avenue
Lakewood, CO 80215

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

UNIT 31, SOUTHFORK MEADOWS, PHASE 1, ACCORDING TO THE PLAT RECORDED MAY 14, 2002 AT RECEPTION NO. 795584 AND AS DESCRIBED IN DECLARATION RECORDED MAY 14, 2002 AT RECEPTION NO. 795585, COUNTY OF EAGLE, STATE OF COLORADO.

The property is located in Eagle County at 207 N BRETT TRAIL, EDWARDS, Colorado 81632.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 9844885, dated March 15, 2023, from Wild Sage, LLC (Borrower) to Lender, with a loan amount of [REDACTED] with an interest rate of [REDACTED] percent per year and maturing on March 15, 2033.

B. All Debts. All present and future debts from Wild Sage, LLC to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

5. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. NON-OBLIGATED GRANTOR. Any Grantor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is referred to herein as a Non-Obligated Grantor for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Security Instrument, the Non-Obligated Grantor does convey and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Grantor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Grantor's obligations, if any, that were separately made with Lender in a separate agreement and duly signed by the Non-Obligated Grantor in the context of that separate agreement.

7. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

9. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to

provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

10. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. WARRANTIES AND REPRESENTATIONS. Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants, conveys to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. Unless otherwise prohibited or prescribed by state law, Grantor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Grantor agrees that actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Grantor the notice of default, Grantor agrees that either Lender or Grantor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Grantor or Borrower fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Death or Incompetency. Grantor dies or is declared legally incompetent.

D. Failure to Perform. Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Grantor is in default on any other debt or agreement Grantor has with Lender.

G. Misrepresentation. Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Grantor fails to satisfy or appeal any judgment against Grantor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Insecurity. Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property or foreclose on installments without acceleration. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of Grantor's default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon the sale of the Property, to the extent not prohibited by law, and at such time purchaser is legally entitled to it, Trustee shall make and deliver a deed to the Property sold which conveys title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all monies advanced for repairs, taxes, insurance liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to persons legally entitled to it. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney who is not a salaried employee of Lender, court costs, and other collection costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees

incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all

losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

22. USE OF PROPERTY. "Grantor agrees not to (a) use any portion of the Property for any activity related to marijuana, including but not limited to cultivation, growth, storage manufacturing, or distribution facilities or recreational or medical marijuana operations (collectively, the "Prohibited Uses"); (b) permit any lease, sublease, license or other agreement relating to the Prohibited Uses on or in any portion of the Property; and (c) make any payments of the obligations from any funds derived from any activity related to the Prohibited Uses. Grantor acknowledges it will add to all of its leases of the Property a provision prohibiting the Prohibited Uses. Notwithstanding any provision to the contrary in this Deed of Trust or any document, instrument or writing relating to the Deed of Trust or obligations of Grantor to Lender (collectively, the "Loan Documents"), no direct or indirect disclosure by Grantor to Lender or any person affiliated with Lender, and no knowledge of the Lender or any person affiliated with Lender, of the existence Prohibited Use on, in, about the Property shall estop Lender or waive any right of Lender to invoke any remedy under the Loan Documents for violation of any provision hereof. The foregoing will apply notwithstanding the receipt or execution of an Estoppel Certificate or a Subordination, Non-Disturbance or Attornment Agreement or other document from or with any tenant of Grantor engaged in such Prohibited Use. A violation of this paragraph shall be an event of default hereunder entitling Lender to all of its rights and remedies hereunder."

23. OTHER TERMS. The following are applicable to this Security Instrument:

A. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

B. Additional Terms. ESCROW FOR TAXES AND INSURANCE

In the event Lender does not require the payment of taxes and insurance as provided in this agreement, at the time of execution of the Deed of Trust, the Lender may require such payments in the future upon the provision of written notice from Lender to Grantor of such requirement at any time.

In the event Lender does require the payment of taxes and insurance, borrower shall deliver to Lender, together with its monthly payments under the Note, the minimum monthly escrow payment noted in the Initial Commercial Escrow Account Statement. This amount shall be sufficient, in the Lender's sole discretion, to assure that (1) adequate funds are available to Lender, to pay the annual real property taxes and assessments for the Property for the previous calendar year in full, no later than 60 days prior to the Property's county due dates, and, (2) adequate funds are available to pay annual insurance premiums no later than 60 days prior to the due date for the payment of such premiums. To the extent that the annual



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.coloradosos.gov.

Colorado Secretary of State
Date and Time: 03/27/2023 12:34 PM
ID Number: 20231253817
Document number: 20231346609
Amount Paid: \$25.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20231253817
(Colorado Secretary of State ID number)

Entity name Wild Sage, LLC

2. The new entity name (if applicable) is Wild Sage Eagle, LLC

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

☐ This document contains additional amendments or other information.

4. (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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such 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 identified in this document as one who has caused it to be delivered.

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

Reynolds Dan _____
(Last) (First) (Middle) (Suffix)
c/o Alpenglowlaw, LLC
(Street name and number or Post Office Box information)
P.O. Box 3240
Avon CO 81620
(City) (State) (Postal Zip Code)
United States
(Province - if applicable) (Country - if not US)

(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).

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,

Wild Sage Eagle, LLC

is a

Limited Liability Company

formed or registered on 03/02/2023 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 20231253817 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/24/2023 that have been posted, and by documents delivered to this office electronically through 03/27/2023 @ 12:39:27 .

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 03/27/2023 @ 12:39:27 in accordance with applicable law. This certificate is assigned Confirmation Number 14820198 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**OPERATING AGREEMENT OF
WILD SAGE EAGLE, LLC,
a Colorado Limited Liability Company**

THE INTERESTS CREATED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR WITH THE SECURITIES AUTHORITIES OF ANY STATE UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS REGISTERED UNDER SUCH LAWS OR UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS AVAILABLE. THE SALE OR TRANSFER OF SUCH INTERESTS IS SUBJECT TO CERTAIN ADDITIONAL RESTRICTIONS DESCRIBED IN THIS OPERATING AGREEMENT.

**OPERATING AGREEMENT OF
WILD SAGE EAGLE, LLC,
a Colorado Limited Liability Company**

This Operating Agreement (the “**Agreement**”) of **Wild Sage Eagle, LLC** (the “**Company**”) is entered into as of March 27, 2023, by and among the Persons whose names are set forth on Exhibit A to this Agreement and such other Persons as may hereafter be admitted as Members of the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. THE COMPANY

1.1 Definitions. Capitalized words and phrases below shall have the following meanings for purposes of this Agreement:

“**Act**” means the Colorado Limited Liability Company Act (Colorado Revised Statutes 7-80-101, et seq.), as it may be amended from time to time.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. “**Control**” means the power to direct management and policies of a Person directly or indirectly, through ownership of voting securities or otherwise. Ownership of 50% or more of the voting securities of another Person is presumed to be a controlling interest.

“**Agreement**” means this Agreement, as amended from time to time.

“**Articles**” means the Articles of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Colorado pursuant to the Act.

“**Business**” means the operation of the Company’s restaurant business and related services and products.

“**Capital Account**” means the Capital Account maintained for each Member in accordance with the following provisions:

(i) To each Person’s Capital Account there shall be credited such Person’s Capital Contributions and the Person’s share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3 of this Agreement.

(ii) To each Person’s Capital Account there shall be debited the amount of cash and the fair market value of any Property distributed to such Person pursuant to any provision of this Agreement, and such Person’s share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3 of this Agreement.

(iii) In the event an interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) The provisions of this Agreement relating to Capital Accounts shall be applied in a manner that complies with the Code, including Regulations Section 1.7041(b). If the Manager determines that it is necessary to modify the computation of Capital Accounts, or any debits or credits thereto (including debits or credits relating to liabilities which are secured by contributions or distributed Property or which are assumed by the Company or Members) in order to comply with the Code, the Manager may do so as long as it is not likely to have a material adverse effect on the amounts distributed to any Person pursuant to Section 10 upon the dissolution of the Company.

"Capital Contributions" means, with respect to any Units, the amount of money or the value of property contributed to the Company for or in respect of the Units.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Common Member" means all those Persons who acquire Common Units under the terms of this Agreement from time to time.

"Common Percentage Interest" of each Common Member means the percentage determined by dividing the number of Common Units held by such Common Member by the aggregate number of Common Units held by all of the Common Members at such time.

"Common Units" shall mean the limited liability company membership interests in the Company designated as Common Units under this Agreement and all allocations, distributions, voting, information and other benefits, rights and obligations of this Agreement applicable to those Common Units. Common Units are an interest that give the holder a share of the proceeds if the Company's assets were sold at fair market value and then the proceeds were distributed in a complete liquidation of the Company.

"Dissolution Event" shall have the meaning set forth in Section 10.1.

"Distributable Cash" means the gross cash proceeds from Company operations (including sales and dispositions of Property in the ordinary course of business) less the portion thereof used to pay or establish reserves for all reasonable Company expenses, debt payments (including any debt repayment of any loans of Members to the Company), capital improvements, replacements, and contingencies, plus the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) of Property, or any sale or disposition of the Business through merger, reorganization, sale of units or other corporate transaction, less any portion thereof used to establish reserves. Distributable Cash shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to this Agreement. Distributable Cash shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Property.

"Down Round Offering" any offering of Units by the Company where the offering price per Unit is less than the greater of (a) the offering price per Unit of the most recent offering, or (b) the Initial Price Per Unit.

"Fiscal Year" means the fiscal year of the Company consisting of (i) the period ending on December 31, 2021, (ii) and each subsequent twelve (12) month period ending on December 31.

"Initial Common Member" means Casey Glowacki.

"Initial Price Per Unit" means \$ _____.

"Majority of Common Members" shall mean Members holding a majority of the Common Units of the Company.

"Manager" means the Person or Persons appointed and serving from time to time as the Manager in accordance with Section 5.1 of this Agreement.

"Member" means each Person holding any Units and who executes a counterpart of this Agreement as a Member. Each Member shall be considered to be a "member" of the Company for purposes of the Act, but in each case subject to the rights, obligations and restrictions of this Agreement. "Members" means all such Persons. Except as otherwise provided in this Agreement, all Members shall constitute a single class or group for purposes of the Act.

"Person" means any individual, corporation, trust, partnership, limited liability company or other entity.

"Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with applicable provisions of the Code and the Regulations.

"Profits Member" means all those Persons who acquire Profits Units under the terms of this Agreement from time to time.

"Profits Units" shall mean the limited liability company membership interests in the Company designated as Profits Units under this Agreement and all allocations, distributions, information and other benefits, rights and obligations of this Agreement applicable to those Profits Units. Profit Units are an interest in the future profits and appreciation of the Company, but not an interest in any liquidating proceeds that would be distributed at the time the interest is granted.

"Profit Percentage" means the percentage of Profits specified for that Person under "Profit %" on Exhibit A.

"Property" means any and all property or property interests owned by the Company, whether the same is considered tangible or intangible, real or personal.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time

(including corresponding provisions of succeeding regulations).

“Units” means the Common Units and Profits Units issued by the Company pursuant to this Agreement.

1.2 Organization. The parties hereby organize the Company as a limited liability company pursuant to the provisions of the Act and the provisions set forth in this Agreement. To the extent that the rights or obligations of any Member or the Manager or other matters under the provisions of this Agreement differ from those set forth in the Act, the provisions of this Agreement shall control to the extent permitted by the Act.

1.3 Company Name. The name of the Company shall be Wild Sage Eagle, LLC.

1.4 Purpose. The Company is, and shall be, by this Agreement and the Act, empowered to engage in any lawful act or activity for which a limited liability company may be organized under the Act. The Company is, and shall remain until dissolved in accordance with this Agreement, organized to conduct primarily the Business. The Company may enter into any and all documents, agreements and instruments that are approved by the Manager without any further act, vote or approval of any Member except for approval that is expressly required by this Agreement. The Manager may authorize any Person (including, without limitation, any Member) to enter into and perform any contract or document on behalf of the Company.

1.5 Principal Place of Business. The principal place of business and principal office mailing address of the Company shall be at 56 Edwards Village Blvd Unit 104, Edwards, CO 81632. The Manager may change the principal place of business and mailing address of the Company upon notice to the Members.

1.6 Term. The term of the Company shall commence on filing of the Articles and shall continue until the Company is dissolved and terminated as provided in Section 10.

1.7 Formation Filings & Agent for Service of Process.

(i) The Manager shall cause the Articles to be filed with the Colorado Secretary of State, and shall take other actions reasonably necessary to maintain the status of the Company as a limited liability company under the laws of Colorado and each jurisdiction in which the Company may elect to do business. The Manager shall cause the Company to be qualified or registered under fictitious name statutes or similar laws in any jurisdiction in which that is required or desirable. The Manager shall designate a Person as an authorized person within the meaning of the Act to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

(ii) The registered agent for service of process on the Company shall be Camille Thurston, or any successor as appointed by the Manager in accordance with the Act.

1.8 Property Rights. All real and personal property owned by the Company shall be owned by the Company as an entity, and no Member shall have any direct ownership interest in such property. Each Member's interest in the Company shall be personal property for all purposes.

1.9 Independent Activities. The Manager, Members and their Affiliates shall be required to devote only such time to the affairs of the Company as may be reasonably necessary to management and operation of the Company. It is acknowledged that the Manager and certain Members may be engaged in other businesses not directly competitive with those of the Company.

2. UNITS AND CAPITAL CONTRIBUTIONS

2.1 Authorized Units and Capital Contributions.

(i) **Authorized Units.** The Company is authorized to issue two (2) classes of membership units to be designated Common Units and Profits Units, which shall be entitled to allocations, distributions and other rights and preferences as are specified in other provisions of this Agreement. The Company is hereby authorized to issue (a) up to 750 Common Units and (b) up to 250 Profits Units.

(ii) **Units Issued as of the Date Hereof.** The Company hereby issues and sells to the Members the Common Units listed on Exhibit A for the consideration listed on Exhibit A. The Manager shall have the authority to amend Exhibit A from time to time to reflect the issuance of Units within the authority granted pursuant to this Agreement. The Manager may require that each Member purchasing Units execute an appropriate form of Unit Purchase Agreement or Subscription Agreement as the Manager determines to be appropriate to comply with applicable law and provide customary restrictions on the sale of Units.

(iii) **Profits Units.** Profits Units may be issued to a Person in connection with the performance of services by such Person for the Company. Profits Units shall be issued without cost and the initial Capital Account balance of such Members attributable to the issuance of Profits Units shall be zero. The Company hereby issues and grants the initial Profits Units listed on Exhibit A. It is intended that the issuance of Profits Units shall be characterized for federal income tax purposes as a "profits" interest. The Company shall enter into a separate agreement as approved by the Manager with each such Member receiving Profits Units setting forth additional terms and conditions applicable to such Profits Units, including without limitation any forfeiture provisions and any repurchase rights held by the Company and/or the other Members. To the extent provided by applicable final Treasury Regulations or Internal Revenue Service guidance, and if applicable to the issuance of any Profits Units by the Company, the Members elect a safe harbor to treat the fair market value of the Profits Units issued pursuant to this Section 2.1(c) as equal to the liquidation value of such Profits Units, which shall be zero, and authorize and direct the Company to make the safe harbor election, and the Company and each Member agrees to comply with the requirements of the safe harbor with respect to all Profits Units issued in connection with the performance of services while the safe harbor election remains effective.

2.2 No Requirement for Further Capital Contributions. After each Member makes the Capital Contributions required under Section 2.1, no Member shall be required to make any other Capital Contribution, and no Member shall be required to loan any money to the Company or guarantee any of the Company's obligations, except as otherwise expressly stated in a writing signed by the Member.

2.3 Procedure for Obtaining Uncommitted Additional Capital. In the event a Majority of the Common Members determines that additional capital is necessary or appropriate for

Company purposes, the Manager may seek additional capital by one or more of the following means:

(i) Government or private grants;

(ii) Loans from banks, other third party lending institutions or other Persons including the Members or their Affiliates so long as they are on commercially reasonable terms and conditions, in the good faith opinion of the Manager; or

(iii) Additional Capital Contributions from issuance of additional Common Units;

in each case subject to such additional terms, conditions, limitations and restrictions as the Majority of the Common Members may impose or require.

2.4 Return of Capital. No Member shall have any right to demand or receive a return of a Capital Contribution at any time other than by way of distributions otherwise provided under this Agreement. A Member (or any other Person holding Units) shall not be entitled to any payment of the value of Units or any other interest in the Company (or any other distribution not expressly provided hereunder) solely as a result of the Member's resignation, withdrawal or other cessation of membership (from any cause whatsoever) in the Company. None of the Manager or any Member shall have any personal or other liability to repay any Capital Contribution to other Members or any other Person holding Units, and any return of capital shall be made, if at all, from the assets of the Company and only to the extent not in contravention of applicable laws.

2.5 No Other Payments. No interest shall be paid on any Capital Contribution to the Company. If any Member does not accept the amount of any distribution or redemption payment to which the Person is entitled under this Agreement, the Member shall not be entitled to receive any interest upon such amount. No Member shall have a right to receive any Property other than cash under this Agreement, and all Members waive and release any rights to seek a partition or other similar procedure or remedy, if any, with respect to the Company. No Member shall be entitled to any cash or non-cash compensation from the Company except as expressly provided for in this Agreement, or in any employment agreements entered into from time to time or any other agreement duly authorized under this Agreement.

2.6 Capital Accounts. The Company shall maintain a Capital Account for each Member in accordance with this Agreement and the Regulations.

2.7 Unit Certificates. The Company shall not issue certificates to its Members evidencing their ownership of Units, but shall keep a definitive unit ledger at the Company's headquarters identifying each Member and the number of Units owned by each Member.

3. ALLOCATIONS

3.1 Profits and Losses. After giving effect to the special allocations set forth in Section 3.2, Profits and Losses for any Fiscal Year shall be allocated in the following order and priority:

(i) After giving effect to any special allocations set forth in Section 3.2,

Losses for any fiscal year will be allocated to the Members in proportion to their Profit Percentages set forth on Exhibit A, provided that no allocation of Losses will be made to a Member to the extent it would create a deficit Capital Account balance for that Member in excess of an amount permitted by the Regulations.

(ii) After giving effect to any special allocations set forth in Section 3.2, Profits for any fiscal year will be allocated among the Members in proportion to their Profit Percentages.

3.2 Special Allocations. The Members acknowledge that the Regulations may require allocations of Profits, Losses, or items thereof in a manner which varies from the general provisions of Section 3.1, including allocations in respect of such matters known as "minimum gain chargeback," "qualified income offset," "gross income allocation," "nonrecourse deductions," "Section 754 adjustments," "Section 704(c)" provisions relating to any Property which may be contributed to the Company, and items relating to the issuance of Units. The Manager is authorized and directed to make such allocations as may be required by the Regulations, and also to make any offsetting allocations otherwise permissible under the Code so that the foregoing required allocations do not adversely affect the intended pattern of distributions under Section 4, in each case upon advice or consultation with the Company's regularly retained accountant.

3.3 Other Allocation Rules. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any permissible method under Code Section 706 and the Regulations thereunder.

3.4 Power of Manager to Vary Allocations. If necessary to comply with the Code or Regulations, or to equalize Capital Accounts of Members admitted on different dates during the initial placement of Units, or to account for unforeseen events or changes in tax laws, the Manager shall be permitted to make special allocations for any period or amend the provisions of this Section 3 to the minimum extent needed to account for the foregoing matters so long as the share of distributions among the Members as stated in Section 4 is not materially changed.

4. DISTRIBUTIONS

4.1 Distributable Cash. Except as otherwise provided in Section 10 (dealing with liquidating distributions), Distributable Cash, if any, shall be distributed to the Members as follows:

(i) First, to all Members, in proportion to their respective allocation of Profits in a given year, in an amount estimated by the Manager to be adequate to pay any resulting Federal and state income tax attributable to those Profits (using an assumed 40 percent effective tax rate, which the Manager may adjust to correspond to any changes in Federal or state income tax rates, for combined Federal and state income taxes, but taking into account to the extent the Manager deems appropriate tax effects of Losses, depreciation, tax credits and other events, whether relating to the current or past tax years, affecting the tax outcomes of Members in such year);

(ii) Thereafter, to all Members who hold Common Units, in proportion to their respective number of Common Units, until such time as they have recovered 100% of the

consideration they initially contributed, as listed on Exhibit A; and

(iii) Thereafter, the balance, if any, to the Members in proportion to their respective Units.

4.2 Amounts Withheld. The Manager is authorized to withhold from distributions or with respect to allocations and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to any federal, state or local law. Amounts withheld pursuant to any law shall be treated as amounts distributed for all purposes under this Agreement.

4.3 Limitations on Distribution. Notwithstanding any other provisions of this Agreement which otherwise authorize or require any distribution to a Member in respect of Units or otherwise, the Company shall not be required to make a distribution to any Member if such distribution would violate applicable law, including Section 17254 of the Act (prohibiting certain distributions that would render the Company unable to pay its debts when due) and Section 17353 of the Act (with respect to distributions following dissolution of the Company).

5. MANAGEMENT

5.1 Management. The Members shall appoint one or more persons to act as “managers” of the Company within the meaning of the Act (each, a “Manager” and together with their successors, the “Managers”) with the authority to manage the day-to-day affairs of the Company as provided in this Section 5. The Members hereby appoint Casey Glowacki as the initial Manager, whose title shall be “General Manager” while he serves as the Manager. Each Manager shall hold office until his death, resignation or removal, as set forth in Section 5.3. In any circumstance in which the Manager has a personal interest in a matter, the matter shall be put before the holders of Common Units by the Manager, and may be resolved by the affirmative vote of a Majority of the Common Members (other than those held by the Manager, if any). The Manager may be remunerated for his or her services, as determined by a Majority of the Common Members. The Manager may appoint officers from time to time with such responsibilities and titles as the Manager shall determine.

5.2 Manager’s Powers. Except as provided in the Act or as expressly provided in hereof, the Manager shall have the exclusive power and authority over the conduct of the Company’s day-to-day business, operations and affairs. Subject to the approvals required in Sections 6.4 and 6.5, the Manager is hereby authorized and empowered, on behalf and in the name of the Company (i) to carry out the purposes of the Company and (ii) to perform all acts, and to enter into (or cause officers of the Company to enter into) and to perform all contracts and other undertakings, that the Manager may in its sole discretion deem necessary or advisable, or that are incidental, to carry out the purposes of the Company and that are not in contravention of this Agreement. Any action taken by the Manager shall constitute the act of and serve to bind the Company. The Manager shall have the sole power to bind the Company, except to the extent that such power and authority is expressly delegated to any person by a Majority of the Common Members or by this Agreement. No delegation of power and authority by the Manager shall cause the Manager to cease to be the Manager of the Company.

5.3 Resignation and Removal of Managers. A Manager may resign at any time

by giving at least ten (10) days' prior written notice to the Members and the Company. Subject to Section 5.4, the resignation of a Manager shall take effect upon the expiration of such 10-day notice period or such later time as shall be specified in such notice and the acceptance of such resignation shall not be necessary to make it effective. A Manager may be removed at any time, with or without cause, by the vote or written directive of Members holding a majority of the Common Units. If the Manager is also a Member, the Manager's Common Units shall be disregarded in any vote to remove the Manager, and the Manager's resignation or removal shall not, by itself, affect the Manager's rights as a Member and shall not constitute the Manager's withdrawal as a Member.

54. Appointment of Successor Managers. A vacancy occurring for any reason in the position of a Manager shall be filled by the designation of a new Manager by a Majority of Common Members.

6: MEMBERS AND VOTING

6.1 Members Generally. A Member may at any time withdraw as a member of the Company effective upon assigning in a writing satisfactory to the Manager all right, title and interest to the Units beneficially owned by the Member to the Company, but no Member shall be entitled to any cash or non-cash payment or any other current or deferred right of any kind upon any such withdrawal elected by the Member. The Members shall have no power to participate in the management of the Company except as expressly authorized by this Agreement and except for matters of approval required by the Act that cannot be varied under the Act by this Agreement. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member as such, unless expressly and duly authorized in writing to do so by the Manager, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose.

6.2 Voting Rights. Except as expressly provided in this Agreement, Members shall have no voting, approval or consent rights relating to the Company or its business. Members shall have the right to approve or disapprove only those matters as to which their approval is specifically required in this Agreement, except as otherwise explicitly required by law. All Common Units shall have the same voting rights and shall vote together as one class of Units, except as otherwise indicated herein or by operation of law. Profits Units shall have no voting, approval or consent rights relating to the Company or its business, except to the extent a vote of otherwise non-voting classes or series of membership interests is explicitly required by applicable law or other provisions of this Operating Agreement. Any Member approval of any matter required hereunder or by operation of law shall be by a Majority of the Common Members, unless otherwise explicitly required by law or provided by this Agreement. Each Member holding Common Units shall vote in proportion to the Member's Common Units as of the governing record date. Any action that may or that must be taken by the Members shall be by a Majority of Common Members, except as may be required by applicable law.

6.3 Meetings of Members. Meetings of Members may be held at such date, time and place as the Manager or any Common Member may fix from time to time. At any Members' meeting, the Manager shall appoint an individual to preside at the meeting. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five nor more than thirty days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or Common Member calling the meeting,

to each Member; provided, however, the Members may jointly waive the foregoing notice requirements. The Majority of Common Members, represented in person or by proxy, and present in person or by telephone, shall constitute a quorum at any meeting of the Members. If a quorum is present, the affirmative vote of the Majority of Common Members shall be the act of the Members, unless the vote of a greater or lesser proportion is otherwise required by the Act, the Articles or this Agreement. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by a Majority of Common Members, and delivered to the Executive Committee and the Manager for filing with the Company records.

6.4 Matters Requiring Approval by Majority of Common Members.

Notwithstanding anything contained herein to the contrary, the Company shall not do any of the following without the approval of a Majority of Common Members (but shall not be required to obtain unanimous approval unless required to do so by applicable law):

- Company;
 - (a) transfer one or more Units or admit a successor Member of the
- (b) amend the Articles of Organization or this Agreement;
- contribution;
 - (c) compromise the obligation of a Member to make a capital
- (d) directly or indirectly redeem, purchase or otherwise acquire, any of the Company's Units (including warrants, options and other rights to acquire Units);
- (e) authorize, issue or enter into any agreement providing for the issuance (contingent or otherwise) of any additional Units;
- (f) merge or consolidate with any entity or liquidate, dissolve or effect a recapitalization or reorganization of the Company in any form of transaction;
- (g) enter into any business other than the real estate investment and management business;
- (h) purchase any material amount of stock or assets of, merge with or establish any, subsidiary, limited liability company, partnership, corporation or any other business enterprise or enter into any joint venture;
- Company;
 - (i) sell, lease or exchange all or substantially all of the assets of the
- (j) seek additional capital pursuant to Section 2.3 of this Agreement;
- (k) allocate funds to the employee bonus pool and allocate such funds among the employees of the Company, subject to any minimum bonus payable to any employee established pursuant to a written agreement with the Company;

(l) approve all budgets for the Company and all amendments thereto;

(m) make material expenditures in excess of, or otherwise materially inconsistent with, the budgets established for the Company;

(n) determine Distributable Cash of the Company, if any, and authorize and direct distributions pursuant to Section 4.1 of this Agreement;

(o) hire, appoint, manage, dismiss and remove the Manager or any officers, and determine their compensation, including the issuance of any Profits Units to the Manager, or any officer; or

(p) agree to do any of the foregoing.

6.5 Matters Requiring Vote of Non-Voting Members. Notwithstanding anything to the contrary in this Agreement, the Manager shall not have the power and authority to take any of the following actions without the approval indicated in this Section 6.5:

(a) Amend or alter this operating agreement in any manner that adversely changes the rights, preferences or privileges of any class or series of Units, without first obtaining the approval of holders of a majority of the Units of such class or series;

(b) Dissolve the Company; or

(c) Take any other action for which a vote of the non-voting Members is required by law.

6.6 Other Businesses. Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Members or Manager in the carrying on of their own respective businesses or activities. Without limiting the generality of the foregoing, the Company and its Members acknowledge that the Manager (which includes for the purposes of this section its officers, directors, managers and agents) is in the business of developing technologies and managing projects that may be of the same type or use some of the same intellectual property as the projects the Company may undertake, and may invest in one or more such projects or undertake the full or partial management responsibility for any such project. The Manager is not expected or required to dedicate substantially all its time to the Company or the Project. Further, the Company hereby agrees and acknowledges that the Manager may sponsor or promote numerous such projects. The Company and its Members hereby agree that, to the extent permitted under applicable law, the Manager shall not be liable to the Company for any claim arising out of, or based upon, the promotion, management or investment by the Manager in any entity or project that might be considered competitive with the Company, whether or not such action was taken as a manager, member, or agent of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve the Manager from any liability associated with a breach of its duty of loyalty, which means (x) the unauthorized disclosure of the Company's confidential information obtained pursuant to this Agreement, or (y) acting with the intent to deprive the Company of business opportunities it is actively pursuing or has stated an intention to pursue, or with the intent to reduce the likelihood of the Company's success.

7. RECORDS, FINANCIAL STATEMENTS, BANK ACCOUNTS, OPERATIONAL ISSUES AND TAX MATTERS

7.1 Records and Financial Statements.

(a) At all times during the continuance of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and of the Company's Articles, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest as a Member of the Company.

(b) The Manager shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. In addition to the financial statements required under Section 7.1(a), the Company shall within ninety (90) days after the end of each Fiscal Year deliver to each Member a statement or form indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such Fiscal Year as shall be reasonably sufficient for United States of America and applicable state income tax purposes.

(c) The Company shall maintain one or more bank accounts with financial institutions determined by the Manager with only the Manager and such persons as the Manager may from time to time authorize having signing authority with respect to such Company account and Company checks. The initial person authorized to sign checks on behalf of the organization shall be Casey Glowacki. Casey Glowacki may appoint additional signatories in his discretion.

7.2 Tax and Accounting Elections. The Company shall timely elect to be taxed as a partnership under federal income tax law and applicable state law. For both financial and tax reporting purposes and for purposes of determining profits and losses, the books and records of the Company shall be kept on the cash method of accounting applied in a consistent manner and shall reflect all Company transactions and be appropriate for the Company's business.

7.3 Tax Matters Person.

(a) Casey Glowacki is hereby designated as the "Tax Matters" Person of the Company for purposes of §6231(a)(7) of the Code and shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes.

(b) The Tax Matters Person shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member.

7.4 Right to Make Section 754 Election. The Manager may, in its sole discretion, make or revoke, on behalf of the Company, an election in accordance with §754 of the Code, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of §734 of the Code, and in the case of a transfer of a Company interest within the meaning of §743 of the Code. Each Member shall, upon request of the Tax Matters Person, supply the information necessary to give effect to such an election.

8. LIABILITY AND INDEMNIFICATION

8.1 Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Manager nor any Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or the Manager. Except as otherwise expressly required by law, a Member shall have no liability in excess of (a) the amount of its Capital Contributions, (b) its share of any assets and undistributed profits of the Company, (c) its obligation, if any, in writing signed by the Member to make any other payments, and (d) the amount of any distributions wrongfully or erroneously distributed to the Member.

8.2 Exculpation. No Member, Manager or any Affiliate of either shall be liable to the Company or any other Member, Manager or Affiliate for any loss, damage or claim incurred by reason of any act or omission performed or omitted in good faith on behalf of the Company and in a manner reasonably believed by the Member, the Manager or Affiliate to be within the scope of authority conferred on the Member, Manager or Affiliate by this Agreement, except that the foregoing shall not exclude or limit any Person's liability for willful misconduct. A Member or the Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Member or the Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

8.3 Duties and Liabilities of Covered Persons.

(a) If and to the extent that, at law or in equity, a Member or the Manager has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Member, a Member or the Manager acting under this Agreement shall not be liable to the Company or to any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Member or the Manager otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Member or the Manager.

(b) Unless otherwise expressly provided herein, (i) whenever a conflict of interest exists or arises between or among the Company, and any one or more Members or the Manager, or (ii) whenever this Agreement or any other agreement contemplated herein provides that a Member or the Manager shall act in a manner that is, or provides terms that are, fair and reasonable to the Company or any Member, the Member or the Manager shall resolve such conflict of interest,

taking such action or providing such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Member or the Manager, the resolution, action or term so made, taken or provided by the Member or the Manager shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the Member or the Manager at law or in equity or otherwise.

(c) Whenever in this Agreement a Member or the Manager is permitted or required to make a decision (i) in its "discretion" or under a grant of similar authority or latitude, the Person shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person, or (ii) in its "good faith" or under another express standard, the Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

8.4 Indemnification. To the fullest extent permitted by applicable law, each Member and the Manager shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Person by reason of any act or omission performed or omitted by such Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Person by this Agreement, except that no Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Person by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 8.4 shall be provided out of and to the extent of Company assets only, and no Person other than the Company shall have any personal liability on account thereof.

8.5 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Member or the Manager in defending any claim, demand, action, suit or proceeding arising by reason of the fact that the Person is or was a Member or the Manager of the Company shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the covered person to repay such amount if it shall be determined that the covered person is not entitled to be indemnified as authorized in Section 8.4 hereof.

8.6 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager shall, in its sole discretion, deem reasonable, on behalf of the Members, the Manager and such other Persons as the Manager shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Company may enter into indemnity contracts with any Persons and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 8.5 hereof and containing such other procedures regarding indemnification as are appropriate.

9. TRANSFERS OF UNITS

9.1 Restriction on Transfers. Except as otherwise permitted in this Section 9, no Member shall Transfer any Units.

9.2 Permitted Transfers. Subject only to the restrictions in Section 9.3, a Member may at any time Transfer all or any Units to (a) any other Member or (b) any Person first approved by the Majority of Common Members.

9.3 Conditions to Permitted Transfers. A Transfer of Units shall not be permitted unless and until (a) the Manager is reasonably satisfied that the transferee has signed appropriate documents evidencing the transferee's agreement to be bound by this Agreement and such other ancillary agreements by which the transferor may then be bound, and that the transferor has signed appropriate documents evidencing the Transfer, and (b) the transferee at its expense has furnished such information about the transferee that the Manager has reasonably requested, including identity, taxpayer identification number and other information necessary to comply with any applicable tax or other laws, and (c) the Manager is reasonably satisfied that the Transfer (other than by reason of death or other involuntary cause) will not cause the Company to terminate for income tax purposes or become a "publicly traded partnership" under the Code or Regulations, and will not violate any applicable securities or other law.

9.4 Right of First Refusal. Upon (i) receipt by a Member (the "Transferring Member") of a legally enforceable, arm's-length offer in writing, signed by an unaffiliated outside offeror or offerors who is capable of carrying out the terms of such offer (a "Bona Fide Offer") to purchase all or any portion of the Transferring Member's Units (the "Transferring Units"), if the Transferring Member is willing to accept such Bona Fide Offer, or (ii) a determination that the Transferring Units will be transferred by assignment, disposition, encumbrance, gift, hypothecation, pledge or sale other than pursuant to a Bona Fide Offer or a permitted transfer under Section 9.2, or in connection with any bankruptcy, insolvency or similar proceedings involving a Member or pursuant to any judicial order, legal process, execution or attachment and any other involuntary Transfer not otherwise expressly provided for in this Agreement (an "Other Transfer" and together with a transfer pursuant to a Bona Fide Offer and a permitted transfer, a "Transfer"), then the Transferring Member shall provide written notice of such fact, as well as the terms and conditions of the proposed transfer, to the Company and the other Members (the "Non-Transferring Members").

(a) *Right of First Refusal.* Upon receipt of notice of Bona Fide Offer, the Company and the Non-Transferring Members shall have the following rights and privileges:

(i) For a period of thirty (30) days after the Company receives notice of the Bona Fide Offer, the Company shall have the option to purchase upon substantially the same terms and conditions as are contained in the Bona Fide Offer all or any part of the Transferring Units covered by the Bona Fide Offer. The Company shall exercise its option by giving written notice to the Transferring Member within such thirty (30) day period of its intention to exercise its right of first refusal.

(ii) If and to the extent the Company declines or fails to exercise its Right of First Refusal, then for a period of fifteen (15) days thereafter, the Non-Transferring Members shall have the option to purchase upon substantially the same terms and conditions as are contained in the Bona Fide Offer their respective pro rata share of the remaining Transferring Units covered by the Bona Fide Offer and not repurchased by the Company. Each participating Non-Transferring Member shall exercise its option by giving written notice to

the Transferring Member within such fifteen (15) day period of its intention to exercise its right of first refusal.

(iii) In the event that the Company and the Non-Transferring Members do not elect, within the prescribed time period, to exercise their options to purchase all of the Transferring Units, then the Transferring Member shall have the right to accept the Bona Fide Offer for the Units not repurchased by the Company or the Non-Transferring Members, subject to any other applicable provisions and restrictions of this Agreement, but only in accordance with the terms and conditions of the Bona Fide Offer and only if the transaction is consummated within one hundred twenty (120) days after the Company's receipt of the notice of the Bona Fide Offer. In the event that such transaction is not consummated within one hundred twenty (120) days after the Company's receipt of such notice, then the Transferring Member must again comply with the provisions of this Section 9.4(a). In the event that such transaction is consummated within one hundred twenty (120) days after the Company's receipt of such notice, then the purchaser in that transaction shall become a Member of the Company upon compliance with the terms and conditions of this Agreement.

(b) *Repurchase Right.* Upon receipt of notice of an Other Transfer, the Company shall have the option to repurchase all the Transferring Units (or in its discretion, assign such right to the Non-Transferring Members or another assignee acceptable to the Non-Transferring Members) by delivery to the Transferring Member of written notice of its election to do so within sixty (60) days after receipt of notice of such Other Transfer. If the Other Transfer is a sale for value, the Company (or Non-Transferring Members or acceptable assignee) may purchase the Transferring Units for cash or upon substantially the same terms and conditions as the proposed sale, at the lower of Fair Market Value or the price at which the transferee is proposing the Transferring Units. Otherwise, the repurchase price shall be Fair Market Value. In any repurchase based on a proposed Other Transfer, the Company (or Non-Transferring Member or acceptable assignee) shall purchase the Transferring Units by, at its election, payment of cash or delivery of a promissory note (a "Note") that shall bear interest at a fixed rate equal to the prime rate of interest published in The Wall Street Journal on the closing date, and shall be payable in five (5) equal annual installment of principal and interest on or before each of the first five consecutive anniversaries of the date of the Note, with the first such installment being due and payable on the first anniversary of the closing date, with like installments of principal and interest being due and payable on each anniversary date of the closing date thereafter until the Note is paid in full. "Fair Market Value" shall mean the monetary value assigned to the Units as derived from the value of the Company, as of the applicable transfer date, determined by (i) the Manager in a written report to the other Members, but if any Member objects in writing to the Manager's determination within fifteen days after receiving it, then (ii) an independent, qualified business appraiser acceptable to each of the Members, with experience in the valuation of enterprises such as the Company.

(c) *Agreement by Assignee or Transferee.* The Transferring Member and the assignee of the Transferring Units (the "Assignee") must have executed and delivered such documents as may be required by this Agreement and as may be reasonably required by the Manager to evidence that the Assignee is bound by this Agreement.

(d) *Opinion of Counsel.* The Company must have received, or waived the receipt of, a written opinion in a form acceptable to the Non-Transferring Member from counsel acceptable to the Non-Transferring Member that the Transfer of the Transferring Units to the Assignee would not

materially adversely affect the classification of the Company as a partnership for federal and state income tax purposes and would not present a material risk of noncompliance with any applicable law or regulation, and that such assignment or transfer could lawfully be made without registration under the Securities Act of 1933 or any state securities law.

(e) *Payment of Costs and Expenses.* The Assignee must have paid all costs and expenses incurred by the Company in connection with the admission of the Assignee as a Substitute Member, including, without limitation, reasonable attorneys' fees.

(f) *Other Requirements.* The Transferring Member and the Assignee must have fulfilled all of the other requirements of this Agreement.

(g) *Effect of Transfer.* The Company is not required to recognize, for any purpose, any Transfer unless and until a duly executed and acknowledged counterpart of the instrument of assignment, which instrument evidences the written acceptance by the Assignee of all of the terms and provisions of this Agreement and represents that such Transfer was made in accordance with all applicable laws and regulations, is delivered to the Company.

9.5 Transfers in Violation of this Agreement and Transfers of Partial Units. A Person who acquires Units by means of a Transfer permitted in accordance with this Section 9 shall be admitted as a Member for purposes of this Agreement. Upon a Transfer in violation of this Section 9, the Assignee shall have no right to vote or participate in the management of the Company or to exercise any rights of a Member. Such Assignee shall only be entitled to receive the share of the Company's Profits, Losses and distributions of the Company's assets to which the Transferring Member would otherwise be entitled. Notwithstanding the immediately preceding sentences, if, in the determination of the remaining Members, a Transfer in violation of this Section 9 would cause the termination of the Company under the Code, in the sole discretion of the remaining Members, the Transfer shall be null and void. Transferring Units for cash or upon substantially the same terms and conditions as the proposed sale, at the lower of Fair Market Value or the price at which the transferee is proposing to purchase the Transferring Units.

9.6 Other Legal Matters.

(a) Each Member agrees with the Company not to market any Units or permit any transferee of Units to do so, in a manner that could cause the Company to be treated as a "publicly traded partnership" under the Code or Regulations, or otherwise adversely affect the taxation of the Company as a partnership under the Code.

(b) The following legend may be placed upon any counterpart of this Agreement or any other document or instrument evidencing ownership of Units:

The securities represented hereby (1) have not been registered or qualified under federal or state laws, (2) have been acquired for investment only and not with a view to or in connection with the sale or distribution thereof, and (3) may not be sold or otherwise disposed of without an effective federal registration statement and state qualification related thereto or an opinion of counsel furnished at holder's expense in form and

substance and from counsel satisfactory to the issuer of these securities that such registration and qualification is not required under the Securities Act of 1933 and applicable state law.

The Units represented by this document are subject to substantial restrictions on sale or other transfer as set forth in the Operating Agreement of the Company.

9.7 Distributions and Applications in Respect to Transferred Units. If any Unit is sold, assigned, or Transferred during any Fiscal Year in compliance with the provisions of this Section 9, Profits, Losses, each item thereof, and all other items attributable to the Transferred Units for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Units during such Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Manager. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

9.8 Expenses. The Company shall have the right to collect from any Member who Transfers Units reasonable reimbursement of Company accounting, legal or other expenses incident to that Transfer.

10. DISSOLUTION AND WINDING UP

10.1 Dissolution Events. The Company shall dissolve and commence liquidation only upon the first to occur of the following events (the "Dissolution Events"):

(a) the election to dissolve the Company following approval of the election to dissolve by each of: (i) the Manager, and (ii) holders of more than 50% of the outstanding Common Units;

(b) a sale of all or substantially all of the assets of the Company effected after approval required by Section 6 hereof; or

(c) entry of a decree of judicial dissolution.

10.2 Winding Up. If dissolved under Section 10.1, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. To the extent not inconsistent with the foregoing, all provisions in this Agreement shall continue in effect until such time as the Property or its proceeds has been distributed pursuant to this Section 10.2. The Manager shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

(a) First, such property and/or cash proceeds shall be applied to the payment of creditors of the Company (including any creditor that is also a Member or an Affiliate

of any Member) and to the establishment or funding of any reserves that the Manager deems to be appropriate for any fixed or contingent obligations or liabilities that may be lawfully owing to any creditors.

(b) Any remaining property and/or cash proceeds shall be distributed to the Members in proportion to and to the extent of the positive balances in their respective Capital Accounts (determined after all allocations pursuant to Section 3 hereof have been made for the Fiscal Year in which such dissolution occurs), and provided that allocations shall be made under Section 3 so that distributions in proportion to Capital Accounts will, as nearly as possible, also be made in accordance with the priority of distributions intended under Section 4, if any.

10.3 No Capital Contribution Required. If any Member (and whether or not the Member is also a Manager) has a deficit balance in its, his or her Capital Account (after giving effect to all contributions, distributions and allocations), the Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

10.4 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Section 10, in the event the Company is liquidated within the meaning of applicable Regulations but no event defined in Section 10.1 has occurred, the Company shall not be liquidated. Instead, solely for federal income tax purposes, the Company shall be deemed to have distributed the property in kind to the Members; and immediately thereafter, the Members shall be deemed to have recontributed the property in kind to the Company.

11. MISCELLANEOUS

11.1 Notices. All notices, requests or other communications required or permitted under this Agreement shall be delivered in writing, either in person, by telecopy transmission, by commercially recognized overnight courier service, or by United States first-class certified mail with return receipt requested and postage prepaid, addressed, if to Members, at the address on the list maintained by the Company, and, if to the Company, at its principal place of business. Notice shall be deemed given, delivered and received on the actual date of their personal delivery or machine generated confirmation of a completed telecopy transmission, or the date of delivery established by courier service confirmation or postal service return receipt.

11.2 Binding Effect. Subject to restrictions on transfers contained in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Members, their heirs, executors, administrators, successors and all Persons hereafter having or holding an interest in this Company, as an assignee, substituted Member or otherwise.

11.3 Validity. If any provisions of this Agreement shall be held invalid or unenforceable such provisions shall be given effect to the extent permissible by law and the remaining provisions of this Agreement shall continue in effect.

11.4 Headings. The section and paragraph headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section or paragraph. References to "Section" means sections of this Agreement unless the context indicates otherwise by reference to the Act, Code, Regulations or other law.

11.5 Additional Documents. Each Member shall execute, acknowledge, and deliver all further instruments and documents to the Company as may be necessary or desirable in the discretion of the Manager to achieve the purposes of this Agreement or to enable the Company to comply with any applicable law, so long as that act would not impose upon the Member any liability or obligation not otherwise expressly assumed pursuant to this Agreement.

11.6 Entire Agreement. This Agreement and its exhibits and schedules contain the entire understanding and agreement among the Members with respect to the Company and supersede all other agreements, understandings, representations or warranties relating to the Company and the matters expressly contemplated by this Agreement.

11.7 Governing Law and Rules of Interpretation. Notwithstanding the place where this Agreement may be executed by any of the Members, the Members agree that this Agreement shall be construed and interpreted under federal law to the extent applicable and the internal laws of the State of Colorado without regard to principles of conflicts of law. This Agreement shall not be interpreted against any party deemed to have drafted its provisions if one or more provisions are considered uncertain, but instead shall be interpreted in a manner intended to give reasonable consideration to the interests of all Members. No Person acquiring any Units or becoming a substituted Member shall have any claim of any nature against any other Member based on the acts or omissions occurring before the Person acquired the Units or became a substituted Member. The words "including" or "such as" or similar terms following any general statement shall not be construed to limit the statement to the matters listed and shall be considered to refer to all other matters which could reasonably fall within the categories of matters described or listed, whether or not words of nonlimitation are added. The word "or" is not intended as exclusive.

11.8 Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, binding Agreement notwithstanding that all Members do not sign the same counterparts.

11.9 Certain Matters Concerning Counsel. Legal counsel to the Company ("Company Counsel") may be designated in the discretion of the Manager and may also serve as counsel to the Manager or any Member or Manager member or any Affiliate of any Member or Manager member. The Manager may execute on behalf of the Company any consent to the representation of the Company that counsel may request pursuant to the applicable Rules of Professional Conduct in any jurisdiction. Each Member acknowledges that Company Counsel does not represent any Member in the absence of a clear and explicit written agreement signed by such counsel to such effect between the Member and Company Counsel, and that in the absence of any such agreement, Company Counsel shall owe no duties directly or otherwise to a Member.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Operating Agreement of Wild Sage Eagle, LLC as of the day first above set forth.

WILD SAGE EAGLE, LLC

MANAGER:

By: 
Casey Glowacki

MEMBERS:


Casey Glowacki


Kevin Nelson

OPERATING AGREEMENT

EXHIBIT A

Name	Capital Account	Common Units	Profits Units	Vesting	Common Percentage Interest	Profit %	Date Admitted
Casey Glowacki	\$ _____	750	0	Vested	100%	95%	3/15/2023
Kevin Nelson	\$0	0	25	Vested	0%	5%	3/15/2023
Total	\$ _____	750	25		100%	100%	

Initial Price per Unit = \$ _____

Profits Units Percentages based on vesting*

	3/15/2024	3/15/2025	3/15/2026	3/15/2027 and after
Casey Glowacki	90%	85%	80%	75%
Kevin Nelson	10%	15%	20%	25%
Total	100%	100%	100%	100%

* This assumes the Profits Units Member fulfills the conditions to continued vesting. If not, then percentages will be adjusted according to the percentage of Profits Units actually vested and retained, per applicable agreements between the Profits Unit Member and the Company.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMMON MEMBERS.

1. The Common Member hereby represents and warrants to and covenants with the Company as follows:

a. The Common Member is a bona fide resident and domiciliary of the country or state indicated on the signature page of this Agreement.

b. The Common Member understands that (i) the Units have not been registered under the Securities Act of 1933, as amended (the "Act"), or applicable state securities laws ("Blue Sky Laws"), but are being offered and sold in reliance on exemptions from registration afforded by the Act and the Blue Sky Laws and the rules promulgated thereunder; (ii) the Company has no obligation or intention to file a registration statement under the Act; and (iii) the Company is not obligated to take any future action necessary to make the benefits of Rule 144 under the Act available for a resale of the Units, and it is not anticipated that there will be any market for resale of the Units.

c. The Units are being purchased for the Common Member's own account for investment purposes and not for distribution or resale to others. The Common Member will not sell, assign, pledge or otherwise dispose of any portion of the Units unless such transaction is registered under the Act or unless an exemption from such registration is available, and such transfer is in compliance with applicable Blue Sky Laws. In addition, the Common Member covenants that in no event will such Common Member dispose of any of the Units unless and until the Common Member shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the proposed disposition, and if requested, an opinion of counsel acceptable to the Company that the disposition is in compliance with applicable law, and the Company shall have approved the proposed disposition. The Common Member recognizes that the certificate, if any, representing the Units may be endorsed with one or more legends referring to such restrictions on transfer, together with any other legend required by the Act or applicable Blue Sky Laws.

d. The Company has made available to the Common Member and the Common Member's attorney, accountant or investment adviser all documents that any of them has requested relating to this investment and has provided the Common Member and such advisers with answers to all of their questions concerning the offering and the purchase of the Units. The Common Member has had access to such information as is necessary in order for the Common Member to make a fully informed decision regarding purchasing the Units, and has had the opportunity to obtain any additional information necessary to verify any of such information to which Common Member has had access.

e. The Common Member's decision to purchase the Units is the result of independent investigation by the Common Member and its advisers, and the Common Member understands that any representations or other information (whether oral or written) furnished by the Company in any documents or answers to questions are not intended to constitute financial, legal or tax advice.

f. The Common Member understands the risk factors related to the purchase of the Units (including without limitation those set forth below). The Common Member understands that the Units are a highly speculative investment and are subject to a high degree of risk of loss in whole or in part. The Common Member has such knowledge and experience in business and financial matters so as to permit the Common Member to evaluate the risks and merits of the purchase of the Units.

g. The Common Member qualifies as an "accredited investor," as defined in Rule 501 under the Act. Company reserves the right to request additional information regarding the Common Member in order to determine that the Common Member qualifies as an "accredited investor" under the Act.

h. The Common Member has not seen or received any advertisement or general solicitation with respect to the issuance of the Units.

k. The foregoing representations and warranties and all information furnished by the Common Member in connection with this Agreement are true, complete and accurate in all respects as of the date provided and will be true, complete and accurate as of the date of acceptance hereof by the Company and the date of admission of the Common Member to the Company and may be relied upon by the Company and each of its affiliates and advisers.

l. The Common Member shall provide the Company with any additional relevant information it may request. The Common Member shall notify the Company immediately in the event that any of the information furnished to the Company is no longer complete and accurate, and shall promptly furnish the Company with all additional or substitute information necessary in order to make the information provided true, complete and accurate.

m. The Common Member understands and agrees that:

(i) No federal or state agency has made any finding or determination as to the fairness of this offering for investment or any recommendation or endorsement of the Units.

(ii) The Company has only a limited operating history and no profits.

(iii) The Company may accept or reject (in its sole discretion) this offer of subscription for any reason whatsoever. If this offer is accepted, the Common Member shall be required to pay in cash 100% of the Purchase Price to the Company upon being admitted as a Unitholder in the Company. Upon receipt of such payment, the Company shall return an executed copy of this Agreement to the Common Member.

(iv) The Common Member's subscription for the Units shall be irrevocable, except that the Common Member will have no obligations hereunder in the event that this subscription is for any reason rejected or this offering is for any reason terminated before this offer of subscription is accepted.

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: 3/29/23
Name: Wild Sage Eagle, LLC
Address: 1143 Capitol St #104A\nAnd #104B\nEagle,
Colorado 81631-5000

Sales Tax Account Number: 95648686
Sales Tax Filing Frequency: Monthly (\$300 in taxes/month or m
Wage Withholding Account Number: 95648686
Wage Withholding Filing Frequency: Monthly (\$7,000 to \$49,000/year)

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.



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

TOWN OF EAGLE
TOWN CLERK'S OFFICE
200 BROADWAY
EAGLE, COLORADO 81631

TEMPORARY
ALCOHOL BEVERAGE PERMIT

ADDRESS
WILD SAGE EAGLE LLC
1143 CAPITOL STREET UNIT 104 A&B

This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47, of Title 12, Colorado Revised Statutes, as amended and the Ordinances of the Town of Eagle, insofar as the same may be applicable

Fee
\$100.00

Type of Permit
HOTEL & RESTAURANT

License effective:
APR 10, 2023 EXP: AUG 8, 2023


TOWN CLERK



BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING TRANSFER OF OWNERSHIP

IN THE MATTER OF

Transfer of Ownership

Wild Sage Eagle LLC dba Wild Sage

Address: 1143 Capitol Street 104A&B, Eagle CO 81631

Having considered the application of Casey Glowacki owner of Wild Sage Eagle LLC dba Wild Sage for a Transfer of Ownership of a Hotel & Restaurant License, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on May 23, 2023, following due and proper notice, all in accordance with the Colorado Liquor Code, 44-3-101 et seq., C.R.S., and having considered all relevant and competent evidence admitted at the said public hearing, the Local Licensing Authority FINDS AS FOLLOWS:

1. There has not been a denial of an application at the same location by either the State or Local Licensing Authority within two (2) years preceding the date of the application.
2. The Applicant has submitted evidence that they are entitled to possession of the premises where the license is proposed to be exercised.
3. The premises where the Applicant proposes to sell alcohol is not in violation of the 500-foot limitation from any public or parochial school or the principal campus of any college, university or seminary.
4. The premises are properly zoned for the activity which will occur therein. Approval has or will be provided by the Building Official and Planning Department prior to issuance of State and Local Licenses.
5. The location has been previously decided by a preponderance of evidence that the reasonable requirements of the neighborhood and the desires of the adult inhabitants of the neighborhood are not currently being met by existing outlets.
6. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Casey Glowacki owner of Wild Sage Eagle LLC dba Wild Sage for a Transfer of Ownership of a Hotel & Restaurant License is hereby GRANTED.

DATED this 23rd day of May 2023

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Scott Turnipseed, Chair

ATTEST:

Jenny Rakow, Town Clerk



**PUBLIC NOTICE
TOWN OF EAGLE
APPLICATION – TRANSFER OF OWNERSHIP**

Notice is hereby given that the Town Council, acting as the Local Liquor Licensing Authority, shall hold a public hearing on the application of **WILD SAGE EAGLE LLC DBA WILD SAGE** dated April 10, 2023, requesting a Transfer of Ownership of a Hotel & Restaurant License, located at 1143 Capitol Street 104A&B, Eagle, Colorado 81631. Said hearing will be held on Tuesday, May 23, 2023, at 6:00 p.m. during a Town Council meeting held at the Eagle Town Hall, 200 Broadway. All persons interested in the aforementioned application may appear before the Town Council and present testimony or may submit written correspondence to the Eagle Town Clerk, at clerk@townofeagle.org or PO Box 609 Eagle CO 81631.

By: **Jenny Rakow**
Town Clerk

Published: April 20, 2023 Eagle Valley Enterprise



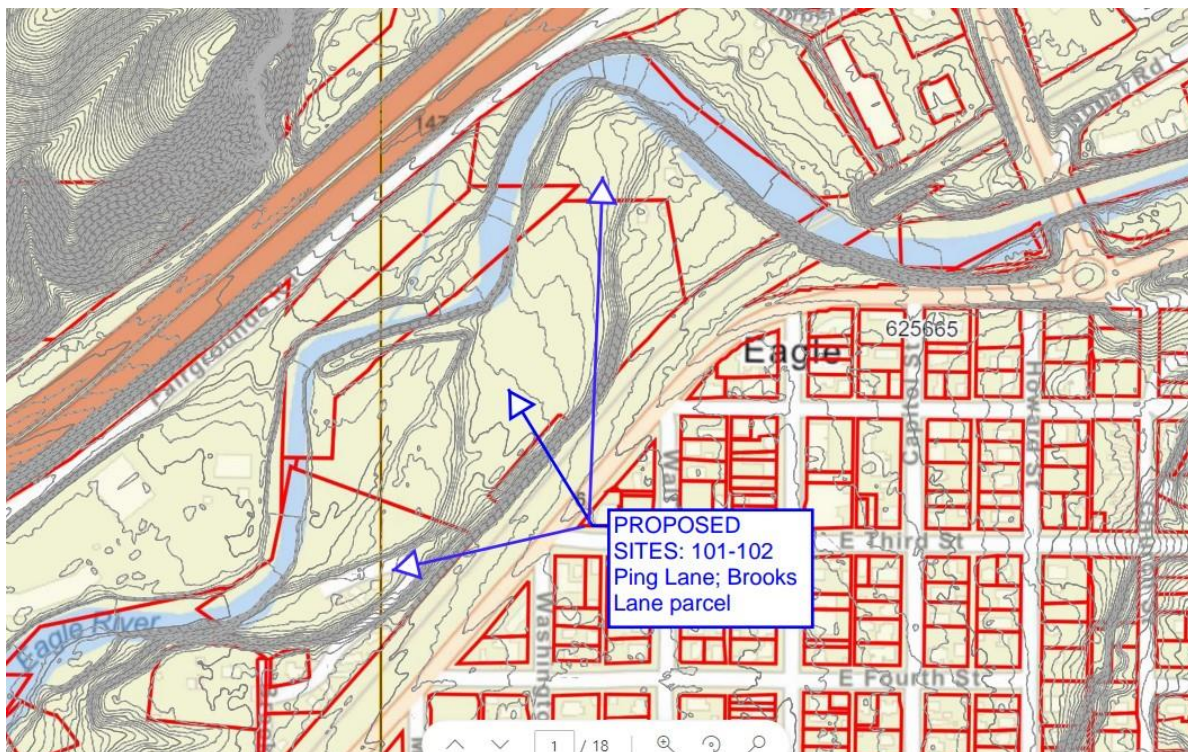
To: Mayor and Town Council

From: Cliff Simonton, Community Development

Date: May 23, 2023

Agenda Item: Subdivision Sketch Plan discussion for proposed North Broadway Project

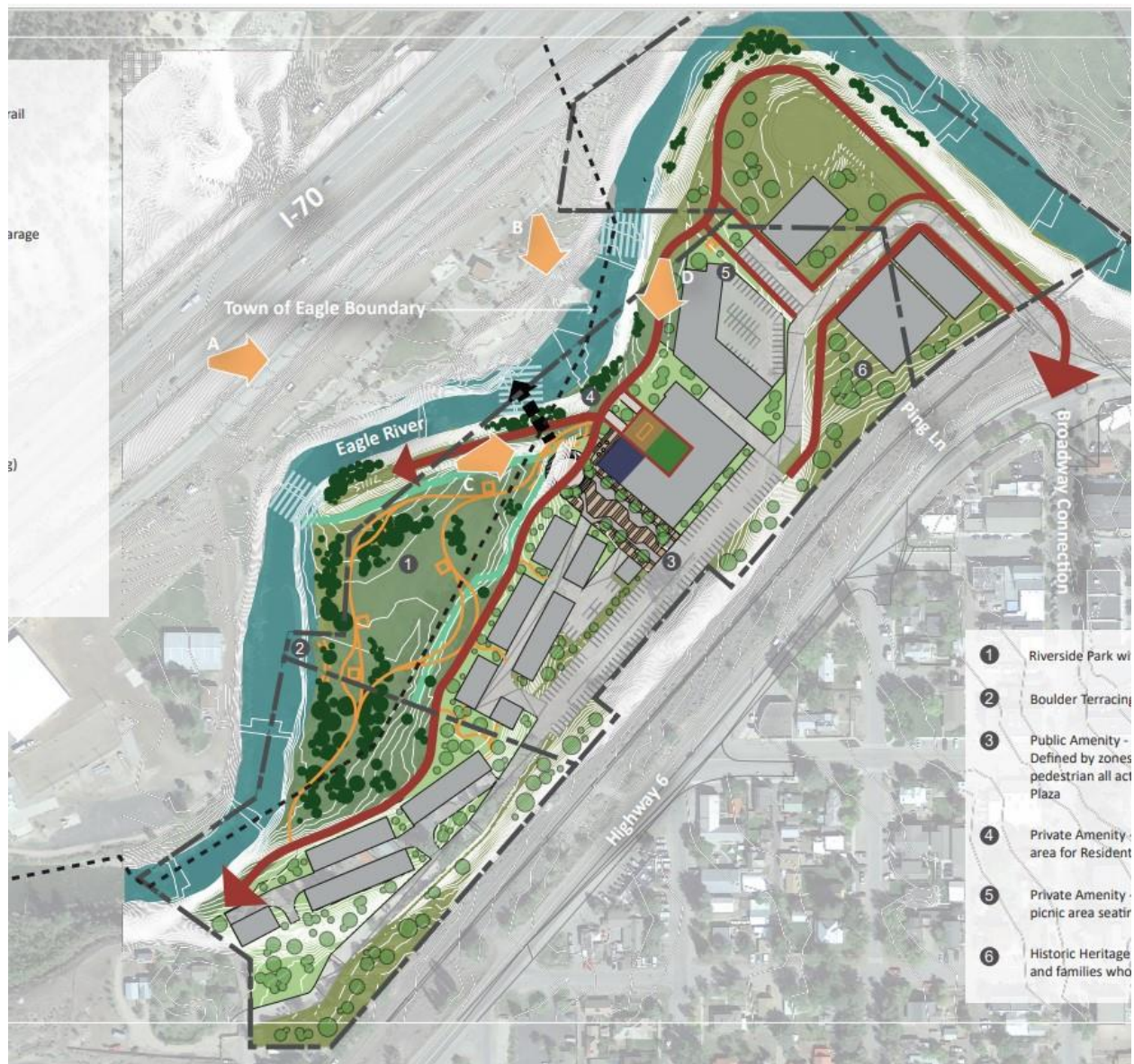
REQUEST: Elmginton Acquisitions, LLC, and Alexis Kensinger, et al, (the “Applicants”) are requesting feedback for a conceptual plan for residential development on land located north of Eagle’s Central Business District between the railroad and the Eagle River. The North Broadway project targets 17 acres and is proposed as an affordable housing project, with 135 rental units in two buildings and 57 for sale townhomes located in ten adjacent structures. One, two and three-bedroom rental unit configurations would be priced at or below 80% AMI; the for-sale townhomes would have prices ranging from 80% to 140% AMI. No commercial space is presently planned.



INTRODUCTION:

Three contiguous parcels known locally as the Johnson property (east), the Case property (center) and the Brooks Lane property (west) are involved in the proposal. The rental units and townhomes in the current application would be located on the 11.5-acre Case property and the 5.5-acre Brooks Lane property; other

than a segment of the access road, development on the Johnson property is not proposed at this time. The inclusion of all three properties as part of the proposed subdivision is essential to support the proposed alignment of the looped access road. A new railroad crossing permit will be required at the eastern entry of the project near the north end of Broadway, and the existing RR crossing at Brooks Lane will need to be upgraded. If approved, the existing Ping Lane driveway will be vacated. Parking is proposed in surface lots, in spaces along the access road, and in covered areas beneath townhome structures.



The North Broadway conceptual plan includes a promenade river trail within a 75-foot river setback, and other trails and shared surfaces supporting internal biking and walking. Open space will be provided along the river and in a 3+ acre riverside park that will be developed in a floodplain area located on the west side of the property. Specific preservation and/or recreational amenities for the project have not been detailed at this early stage of plan development. Sidewalks up Brooks Lane would allow pedestrians to access the Eagle County Regional Trail, located at the far west end of the site. A signal activated pedestrian crossing across Grand Avenue is also available at that location (5th Street). Access north to services

available near the I-70 interchange would require a pedestrian bridge over the Eagle River, which while shown on submitted plans is not proposed to be constructed as part of this project.



STAFF ANALYSIS:

Sections 4.12.020 and 4.12.030 of the Land Use and Development Code state that the purpose of the Subdivision Sketch Plan is to provide the Town the opportunity to describe the community's vision to the applicant, and to give the applicant an opportunity to indicate how proposed plans will further that vision. "Through a collaborative discussion, the Town Council should work with the applicant to ensure that the proposed development is consistent with community goals, and that issues are identified early in the development process. The Council shall make comments and recommendations to the applicant regarding the proposal which should be considered in the event the project moves forward."

Community goals for this property are expressed in both the Elevate Eagle Comprehensive Plan and the Eagle River Corridor Plan, with the latter providing specific direction for higher density mixed use development in the North Broadway Neighborhood (Johnson and Case properties), and primarily residential development in the Brooks Lane Neighborhood. Staff reviewed the application against thirty-one relevant policies from the Elevate Eagle Comprehensive Plan, six framework "themes" of the Eagle River Corridor Plan, twelve separate objectives outlined in the Corridor Plan's Riverside Mixed Use (RMU) Future Land Use narrative, and applicable provisions of the Town's Municipal Code. The [staff report](#) for the May 2, 2023 Planning & Zoning Commission meeting provides staff's full analysis of the application's conformance to guiding policies, objectives and regulations.

STAFF RECOMMENDATION:

Staff does not provide a formal recommendation for the Sketch Plan Subdivision application since the process is designed to foster a collaborative conversation between the applicant and Town Council. Some Master Plan objectives are met by the proposed project; however, many Master Plan objectives are not, and some are only partially satisfied. Plans submitted also have potential compliance issues with select Subdivision Design and Development Standards, as detailed in this report. If this project were to continue

with either a Preliminary Subdivision or PUD Zoning Plan application, all application elements required by Code will need to be submitted for referral and review. The P&Z staff report recommended that such application(s) include the following in addition to required application materials to better address community expectations and potential master plan and regulatory compliance issues:

- A narrative supporting the development of a low-income affordable housing project at this location in the Town, and the conformance of that land use element with the vision of the River Corridor Plan.
- Stronger focus on meeting all stated objectives of the Riverside Mixed Use FLUM designation, as described by the Corridor Plan, including the incorporation of mixed-use structures and commercial services on the river front, creating an attractive “wow” factor, and pedestrian bridge connections.
- Modification to the scale and form of buildings and public spaces that is more compatible with buildings and spaces that presently exist in Eagle’s historic downtown.
- Graphic and/or fly through analysis indicating the visual impact of proposed development on the views experienced by river users at the Whitewater Park, travelers on I-70, travelers on Grand Avenue, and from other points of high visibility.
- Demonstration of adequate space and facilities for active recreation, commensurate to the anticipated residential population.
- A plan to adjust boundary lines to exclude County owned properties from the proposed development footprint, or a different strategy to reach an acceptable outcome in this regard.
- A study to determine the best location for a pedestrian bridge over the Eagle River, including plans and/or strategies for its construction as a component of this project.
- Plans for pedestrian connection to and safe pedestrian crossing of Grand Avenue linking the North Broadway Neighborhood directly to the existing Broadway business district.

P&Z RECOMMENDATION

The Planning and Zoning Commission reviewed the North Broadway concept plan at their meeting of May 2, 2023. Observations and suggestions from that discussion regarding the proposal and its conformance with the Town’s goals, policies, plans and design standards are summarized as follows:

- The North Broadway Neighborhood has great potential to support development that would put Eagle on the map, attracting people to the town from surrounding communities. Development on this property could serve to energize economic activity in the downtown core.
- The residential component is good, as the town needs affordable residential units. People living in the North Broadway and Brooks Lane neighborhoods will support businesses on Broadway and throughout town.
- The proposed “trunk” approach to access (as opposed to a traditional grid pattern of streets) is a viable solution given topographic challenges.
- The vision of the River Corridor Plan was strongly supported by P&Z, and significant concern was expressed for the lack of alignment of the proposal to various themes and objectives of that Plan. Moving forward, the applicant needs to address all areas defined in the staff report where the proposed development does not meet the intent/vision of the Eagle River Corridor Plan, and also the Elevate Eagle Comprehensive Plan.
- While residential development should be supported, the project needs to include commercial in some proportion. Too much residential development will exacerbate negative impacts from Eagle continuing to serve as a “bedroom community” in the valley.

- It is difficult to evaluate this project relative to master plan objectives without knowing more about plans for the Johnson property. Securing an easement for access through the Johnson Property is clearly a critical element.
- The development proposed does not provide the connectivity between the town and the river front envisioned by the Corridor Plan. The project will not “read” as an extension of Broadway, and incentives to visit the river corridor will be lacking. A river front that is the “backyard” of large residential buildings will not create inviting public spaces, and without suitable public amenities and commercial offerings, the river front will not be a fun place to visit.
- Businesses on Broadway currently struggle, and it would seem that commercial space developed on the river front would struggle even more.
- The Downtown Development Authority’s support of the proposal was noted.
- Establishing safe pedestrian and bike connectivity from Broadway to the project will be very important.
- As proposed, the proposal will not create a Salida or Buena Vista river setting, and will not serve to visually attract travelers to town from I-70. These were targets during development of the River Corridor Plan.
- Adding commercial space will increase requirements for parking, and there is limited space. PUD zoning can offer flexibility in parking requirements to offset commercial parking space demand.
- More pocket parks and playgrounds for tots and children should be included. Space should be provided for an on-site childcare facility.
- The architecture is attractive, but the scale and massing of structures is out of character with the Town. Buildings and spaces need to be more “comfortable” to conform to the vision of the Corridor Plan.
- Visual impacts of large buildings can be mitigated through articulation in façade, stepping of heights, breaking up roof forms and other architectural treatments. The buildings detailed in site plans and perspective drawings need work in this regard.
- Some commissioners were okay with five story buildings on the subject property, others were not. The River Plan indicates tall buildings in the deep pocket of the property next to the railroad tracks.
- The flat roofs proposed (on the townhomes) do not reflect Eagle’s mountain setting and backdrop, and are not appropriate on residential structures.

Minutes from the P&Z meeting can be found at this [LINK](#).

COMMUNITY INPUT:

An email was received on May 2, 2023 from the Eagle County Housing Task Force, available for reading [here](#) and also included in the Council packet.

BUDGET / STAFF IMPACT:

The application does not impact the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request aligns with the following 2020 Strategic Plan’s major objectives:

- **Stimulate Economic Vitality and Development.** Additional residential units and river front access in close proximity to downtown could incentivize economic activity in the area.

- **Enhance the Economic Resiliency of the Town Government.** Additional affordable housing units will provide living space for local workers, who will then support local businesses. The variety of tax generating activities within the Downtown area and municipal boundary could be expanded.
- **Attract Visitors.** The North Broadway area is highly visible to travelers on I-70. Appropriately designed development and river front commercial activity could showcase Eagle's unique brand and lifestyle, welcoming both tourists and shoppers from around the region.
- **Diversify the attainable housing stock** A range of unit sizes and price points is proposed, adding diversity to Eagle's attainable housing stock.

RECOMMENDED ACTION/PROPOSED MOTION:

Suggested Motion: As the Subdivision sketch plan review involves only a discussion, no motion is required. Town Council can indicate to the applicant their collective position as to whether the project as proposed should move forward to a formal application for subdivision and zoning.

ATTACHMENTS:

- Project Application and Narrative
- Concept site plan drawings and perspective sketches
- Referral Responses
- Email from Eagle County Housing Task Force



1. Development Narrative Summary: North Broadway Neighborhood

The North Broadway Neighborhood project in Eagle, Colorado provides an opportunity to develop previously underutilized land to create a higher density mixed use community that offers a diversity in housing types with affordability that is consistent with the future master plan land use designation of Riverside Mixed-Use (RMU) as outlined in the Town of Eagle's 2015 Eagle River Corridor Plan (ERCP). The site is along the hillside adjacent to the Eagle River and close to both downtown Eagle and the Eagle River Park; we have embraced the site's unique challenges to ensure an inviting gateway development for the Town of Eagle that will support pedestrian and trail connectivity goals; respect the adjacent watershed; deliver critical new workforce community housing units; create active open space amenities; and promote economic vitality through thoughtful mixed-use design and density to define a true sense of place.

The proposed preliminary subdivision plan will set the necessary framework for a phased neighborhood scale development while celebrating the site's natural features and location. From the hillside, there are excellent views to the north and west of the river and opposing hillside with good sun exposure from the south and west that will allow us to orient buildings for passive and active solar energy. The lower portions of the site adjacent to the river are natural amenities that include a flood plain and wetlands we intend to protect and that will duly serve as an amenity that will be inviting to both the residents and community members. Access will be made possible with the introduction and inclusion of pedestrian paths to the park and future network of trails. The concept plan will also provide two points of access to ensure life safety and fire apparatus vehicle access from both Brooks Lane and the proposed extension at Broadway are accomplished as outlined in the ERCP.

The concept site plan is designed consistent with the ERCP guidance and will support higher density, more compact, walkable and connected communities. Higher density buildings located along the tracks and at lower elevations will further advance this effort by ensuring visibility from Grand Ave as the ERCP also suggests. The concept land use plan is diverse with offerings that will consist of multifamily rental buildings, for-sale townhome buildings, mixed-use commercial and residential zones, and public/visitor parking that is knit together with shared infrastructure providing access to the new public amenities and spaces created by the development. The design and massing of the buildings will provide an attractive mix of buildings that will blend into and represent the character of the Town of Eagle by including attractive roof lines and allowing natural light to penetrate all aspects of the site.

The site plan strategy is to develop a neighborhood that is contextual and that will prominently feature the site while remaining welcome to all visiting the Town of Eagle. The multifamily buildings will be designed to reduce the visual scale of the buildings and to relate to the human scale when viewed from the street. Additionally material choices and color will be used to further break up the buildings so that they do not appear to be monolithic and in turn allow the buildings to relate to the human scale and the scale of the surrounding buildings on the site. The buildings will relate to each other and have common elements but will not be identical to one another and vary in size and scale. Our engineering for the site is focused on minimizing the overall the impact to the environment and will minimize the amount of cut and fill during construction by utilizing the natural topography but also to ensure proper drainage and water filtration are adequately sized to manage the overall site implications.



Connecting the Town to the Eagle River

Page 8 - Town of Eagle River Corridor Plan (RCP)

The ERCP did not appear to factor the topography of the site into its plan guidance although it is briefly mentioned as an incentive for additional height in certain areas and as such, did not address the realistic site constraints for development. The concept plan has located multiple building structures throughout that have been strategically located to traverse the grade change while maximizing the use of the existing grade to balance and minimize the grading work that needs to occur within the site. Additionally, all new grading and landscape features will aim to be terraced and planted to minimize retaining walls and to maintain a natural feel to the site. This will allow for a seamless



interface with the railroad and further investigations will be warranted to ensure the exact technical requirements are met.

We understand that a 75'-0" setback is desired for this development along the river and have accommodated this with our building footprints in the majority of the site plan where feasible to ensure we can create an accessible safe pedestrian/bike walkways to connect the Town's CBD and existing whitewater park amenities. Currently, the plan will preserve the existing wetlands alongside the open space that will be dedicated and will carefully manage the river high-water mark in conjunction with the majority of the planned land use for Tract 6 but because of site limitations, steep grades and required road access to the west end of Tract 6, a proposed 50'-0" setback from the high-water mark is shown to maintain an achievable development outcome.

This project presents a unique opportunity for the Town of Eagle: an opportunity to develop the local trail network, improve access to the river from downtown Eagle, and provide mixed use multi-residential and affordable housing to the people of Eagle. This project, located at a prominent location along the Eagle River and seen from I-70, will be a great example of a project delivering on the numerous goals of several master planning efforts that envision Eagle's future while preserving the community's unique character and history.

2. Description of current site conditions

- The assemblage of 3 different parcels has made this site concept plan possible and they are currently zoned Rural Residential for the Johnson and Case properties (101 & 102 Ping Lane) and PUD Mobile Home Park for Steven Peters parcel at Brooks Lane (404 Brooks Lane). ECG Acquisitions LLC currently has 404 Brooks Lane and 101 Ping Lane under contract and are working towards finalizing terms for development with the balance of owners at the site. All existing structures and fixed assets will be demolished during the construction efforts for each respective phase and prior notice will be issued well in advance of our planned construction start. Owner's and or Tenant's of the properties including the mobile home properties have been notified of the sale and will be extended options to remain in the new community long term.
- The site has a steep topographic change from the eastern side sloping down to a plateau before it gently lowers itself to the river along the center and then returns back up to elevation on the west side at Brooks Lane. This amount of grade change did not appear to be studied in the ERCP. There is also a floodplain and wetlands in the northwestern section of the site.



- The property associated with 404 Brooks Lane and 101 Ping Lane that falls outside the Town boundaries will be annexed into the Town of Eagle on separate application by each respective owner. Subsequent to the approval of the annexation, a revised plat and map will be submitted creating and subdividing the parcels/tracts of land identified in the concept plan. The creation of separate parcels/tracts will include the parcels/tracts of land identified as open space that will be dedicated with the recordation of the new map and plat and successful PUD.
- The County will be an instrumental partner on this development and creation of affordable housing at this site. All applications, requests for zoning, potential coordination of access points are contingent upon the outcome of the concept plan and an application will be submitted to the county prior to formal submittal. The use of the County owned land along the river, including prospects of bridge connectivity will also be discussed at that time and any formal requests can be jointly applied for if desired by either party.
- The existing mobile home park, required notifications and statutory requirements associated with a sale and purchase of a mobile home park are noteworthy issues that will be dealt with on a case by case basis with each owner/tenant to ensure the best possible outcome available is pursued. Currently the individual owners of the mobile homes have a statutory option to pursue acquiring the site and preserving. At a minimum ECQ Acquisitions LLC will offer each resident a right to return to the community when completed and will work to minimize displacement.

3. Proposed site development general overview

- Create zone lots for multifamily residential, for sale townhomes, mixed use commercial, parks and open-space dedication, and neighborhood infrastructure improvements.
- Townhomes (mix of for-sale deed-restricted serving 80%-140% AMI and Market), and Multifamily 4 to 5-story buildings (two across the proposed 'Parcel/Tract 4') will include 135 total units with a mix of 1, 2 and 3 bedrooms at or below 80% AMI.
- Site is currently 24.18 acres combined between three ownership parcels with approximately 20.4 acres of usable land area (not within the watershed or south of the subject site).
- IFC compliant-emergency vehicle access with grading that meets requirements of the Town of Eagle fire department.



- Public at Grade Crossing-Vehicular entry from Grand Ave must cross a railroad to access the site.
- Site Amenities that allow access to the river, wider trail system and green space. *Please reference the attached Subdivision Concept Site Plan Exhibits for more details.*

4. Site integration (Features/constraints)

- a. The Eagle River bordering the site is the town's greatest asset and creates the opportunity for access for both the residents of this development and the greater public. Through the North Broadway development we can improve the eastern side of the Eagle River and provide broad community access via a future trail way in the 75' setback area along the river. Walking and biking paths will also be added to allow for access to the eastern side of the Eagle River and connect to existing trail networks.
- b. Railroad line is a barrier to entry to the site but the anticipated development will support the master plan concepts of connectivity to both the river and Broadway. There are no planned dwelling units within 50 feet of Railway with the proposed roadway and landscaped buffer located adjacent to railway so there are no issues with the Subdivision Design Compliance code.
- c. Grading – The multimodal drive navigates to the proposed base level of the residential development as you transverse from east to west. The steeper grade changes from north to south will be retained by the multimodel drive infrastructure and proposed building structures, allowing parking and lower floors of the multifamily development to be hidden from Grand Ave.
- d. Sunlight – There is a wealth of sunlight coming from the west and the south; taller buildings sit at lower elevation to deliberately break up the massing at different locations and to capture as much sun as possible in the winter months.
- e. Traffic – The traffic study of the site and surrounding roads concluded that the North Broadway Neighborhood will be successfully incorporated into the existing and future roadway work. From the traffic study and "Grand Avenue Corridor Study", there are several recommendations to the surrounding area including adding a roundabout with two through lanes at 3rd Street and Grand Avenue and Broadway Street and Grand Avenue. According to the Study, the intersection of Grand Ave. and Eby Creek Road is anticipated to be reconfigured with continuous approach both east and westbound which will convert the exiting westbound right lane to a shared through/right turn movement. Finally, the existing intersection at Ping Lane will be eliminated along the exiting corridor as a part of the Grand Ave improvements. *A complete Traffic Study will be provided*



with a formal submission and will account for max density and vehicular traffic expected for the full North Broadway and Brooks Lane Neighborhood build-out.

- f. Landscape – The site will be developed with pedestrian access and connectivity in mind. Our vision is to create an inviting pedestrian friendly experience between the different structures and uses with landscape buffers throughout. The River Corridor Plan notes requirements for a pedestrian promenade with strategic views onto the river and amenity or gathering areas spaced throughout. These goals and features will be incorporated into the river promenade designs as it aligns through the property. The park land area will be developed as a passive recreation area with trails, picnicking areas and unprogrammed activities to meet the towns vision for this area. A trail along the causeway will be developed as an overlook onto the river and Eagle River Park. A bioswale and WQ Rain area is located between the townhomes and river to capture and infiltrate any storm water runoff.
- g. There are no commercial mineral deposits located on the property.

5. Subdivision Design Compliance 4.13

- a. 4.13 Compliance
 - i. 4.13.040 (Fire Protection) - We will be in compliance
 - ii. 4.13.070 (Lot and Block Design)
 - 1. A – Townhomes are 20 feet wide but reside on a private road, so the exception applies to us.
 - 2. B – We will be in compliance - Current design has maximum solar access (both for outdoor resident/pedestrian spaces and photovoltaic production)
 - 3. C – Does not apply, requesting new zoning.
 - 4. D – We are in compliance. No dwelling unit within 50 feet of Railway ROW. Landscaped buffer adjacent to railway
 - iii. 4.13.090 (Streets and Alleys) - We will be in compliance and the main multimodal roadway will not exceed 6% slope
 - iv. 4.13.110 (Sidewalks and Bikeways) – All pedestrian modes of transportation associated with the site including bike trails will be in compliance with any requirements but will also look to enhance the safety and experience of those enjoying the sidewalks and bike trails. The connectivity of the site will be a top priority while addressing the needs of accessibility including Sec. 504/UFAS/ADA as baselines for conformance. We will also look to incorporate the appropriate level of lighting throughout these corridors to ensure night time safety as well.



- v. 4.13.120 (Access) – We will be in compliance
- vi. 4.13.130 (Off Street Parking) – We will be in compliance
 - 1. Parking will be accommodated around the site with a combination of surface parking lots, structured parking and 90-degree parking stalls adjacent to the apartment and townhomes sites. The surface parking lots, and parking structure will serve both multifamily buildings as well as the community and neighborhood amenity spaces identified in the plan. Loading zones and some short term parking will be reserved at the southwestern multifamily building to allow for residents to unload their vehicles, welcome visitors, despite the majority of resident and overflow parking located further away. *Please reference attached plan exhibits for a detailed depiction and proposed parking counts.*

Access to the public amenities, including the river park and open space will be accessed by future pedestrian bridge(s) crossing the Eagle River and connecting to parking at the fairgrounds. The bridges are incorporated by reference in the RCP and our site plan will accommodate these future amenities envisioned by the community. Additionally, the public will be able to access these amenities via multimodal streets and park trails and pathways through the site connecting to the downtown area of Eagle at Ping and Brooks Lane.

- b. School district dedicated land Multifamily and townhome units (192 x .002676 acres) = 0.514 acres dedication requirements
- c. Streets and Alleys
 - i. Logical relationship to topography and building footprints
 - ii. Maximum solar access to each building
 - iii. Sidewalks and bikeways to be provided by developer for pedestrian access
- d. Park/Open-Space dedication (135 of units multifamily and 57 townhomes x 2.5): 480 x 0.012 acres = 250,906sf (5.76 acres) of land needs to be dedicated per code. Currently there is a total of 326,687sf (7.5 acres) identified as either future open space dedication or expected to be unimproved areas within the appropriate river set backs. See Exhibit Concept Subdivision *Overall Site Plan (Land Use & Building Schedules)* for the combined land use area calculations.



6. The concept subdivision plan submittal anticipates that a subsequent PUD application will be submitted to accommodate the proposed mixed-income affordable development project planned for Tract 4, 5, and 6 for special considerations. All other tracts identified herein will be pursuing zoning classifications from the pending ReCode adoption expected later this year. The subdivision concept plan and Ping Lane PUD will ultimately reflect the vision and goals of the 2015 Eagle River Corridor Plan for Riverside Mixed-Use, and the Elevate Eagle Comprehensive Plan, as amended in 2021, with new zoning, providing higher density housing and uses than is currently available in Eagle. Further, the planned multifamily development will specifically target the Town's growing affordable housing needs for essential workforce and family renters (including 3.0 person household and serving a range of incomes predominately at 60% AMI per the recently published *Comprehensive Affordable Housing Assessment Report (CAH)*. The proposed affordable multifamily development would qualify for a "density bonus" for at least one-story, per the recommended strategies published in the CAH Report [page 42, 'Density Bonus']. In addition to the proposed affordable housing essential to expanding the "economic vitality" of the Town, the project will be a catalyst to support other vital infrastructure for an expanded and sustainable pedestrian and bike experience with newly created access to the Eagle River for the entire community's benefit. The proposed Concept Plan(s) begins to outline how the formal Subdivision and PUD application(s) will substantially conform with the River Corridor Plan in the following ways:

Chapter 1, Page 4-5, Plan Themes:

1. **Conservation:** *Protect water quality of the Eagle River; create a network of open space along the Eagle River to preserve important wetlands, riparian areas, and wildlife habitat, while allowing for active recreation in select areas.*

We are utilizing best practices for storm water management and treatment (BMP's) on the slope to protect natural habitat and wetlands; we have provided access for motorists and pedestrians alike while ensuring safety standards are adhered to and offer the flexibility in our site to accommodate future growth. We are providing open space and trails for connectivity and educational experiences that will preserve and celebrate the native habitats as places for making opportunities.

2. **Economic Development:** *Facilitate private and public sector investment within the river corridor that results in economic growth and community place-making.*



We are providing a mix of uses that will serve as a catalytic development in the Development Core that will stimulate investment, future growth and connectivity to the historic downtown in future phases; we are providing access to recreation and dedicated park land to secure the future civic beachfront investment has a place to grow.

3. **Recreation:** *Provide high quality, river-oriented recreation amenities that allow for a wide variety of user groups to enjoy the Eagle River and its immediate environs.*

We are providing an extensive network of trails and access points including a new dedicated ROW street for neighborhood connections that will enhance access to the park and river park.

4. **Place Making:** *Create authentic and memorable places along the Eagle River for both residents and visitors.*

Fully-engaged neighborhood development of mountain modern-style architecture for a diverse mixed use residential neighborhood that will captivate the curiosity of anyone passing by or visiting the Town of Eagle and its river park and recreation.

5. **Transportation and Access:** *Provide safe and convenient public access from Eagle's neighborhoods to the Eagle River.*

Fire and Life Safety access and slopes are adhered to, flexible adaptability and connectivity to surrounding properties flanking either side of the parcel, park access, and future pedestrian bridge connectivity done with environmental sensitivity.

6. **Education and Awareness:** *Use elements of the Eagle River and adjacent land to promote understanding of the river ecosystem and other qualities of the river corridor.*

Integrated signage celebrating the sustainable features including the preservation of the natural habitat, wayfinding and other educational interests identified in the process will be prepared with thoughtful engagement by appropriate non-profit organizations, local schools and the representatives overseeing trails and open space.

In summary the Town of Eagle has a tremendous need and has the vision in place to support this development. We look forward to staff, referral agency and Planning Commission consideration of our Sketch Plan submittal and answering any questions prior to incorporating feedback into our formal Subdivision Plan and PUD application(s).



LIST OF ATTACHMENTS & EXHIBITS

- I. NORTH BROADWAY SUBDIVISION – PROPERTY SURVEY(S):
 - I.1. 102 Ping Lane
 - I.2. 101 Ping Lane
 - I.3. 404 Brooks Lane

- II. NORTH BROADWAY SUBDIVISION – TITLE COMMITMENTS:
 - II.1. 102 Ping Lane
 - II.2. 101 Ping Lane
 - II.3. 404 Brooks Lane

- III. NORTH BROADWAY SUBDIVISION – PROPERTY OWNERSHIP
 - III.1. CONTACT LIST
 - III.2. LAND USE AUTHORIZATION FORMS – Letters of Consent
 - III.3. VICINITY MAP – Adjacent Parcel Ownership County Records

- IV. NORTH BROADWAY SUBDIVISION – CONCEPT PLAN SUBMITTAL EXHIBITS
 - IV.1. NORTH BROADWAY SUBDIVISION - CONCEPT SITE PLAN
 - IV.1.1. NORTH BROADWAY SUBDIVISION - CONCEPT TRACT PLAN
 - IV.2. NORTH BROADWAY SUBDIVISION - SITE ISOMETRIC PLAN
 - IV.3. NORTH BROADWAY SUBDIVISION - OVERALL SITE PLAN (Land Use & Building Schedules)
 - IV.4. NORTH BROADWAY SUBDIVISION – EVALUATION OF EXISTING VEGETATION
 - IV.4.1. NORTH BROADWAY SUBDIVISION – LANDSCAPE VISION GRAPHIC SITE PLAN
 - IV.5. NORTH BROADWAY SUBDIVISION - PERSPECTIVE A (from Interstate 70)
 - IV.6. NORTH BROADWAY SUBDIVISION - PERSPECTIVE B (Pedestrian Park View)
 - IV.7. NORTH BROADWAY SUBDIVISION - PERSPECTIVE C (Public Plaza & Bridge)
 - IV.8. NORTH BROADWAY SUBDIVISION - PERSPECTIVE D (Courtyard west view)
 - IV.9. NORTH BROADWAY SUBDIVISION - ROAD CONCEPT GRADING (Southwest Site Plan)
 - IV.10. NORTH BROADWAY SUBDIVISION - ROAD CONCEPT GRADING (Northeast Site Plan)
 - IV.11. NORTH BROADWAY SUBDIVISION – CONCEPT LEVEL 1 PLAN (Affordable Multifamily)
 - IV.12. NORTH BROADWAY SUBDIVISION – CONCEPT LEVEL 2 PLAN (Affordable Multifamily)
 - IV.13. NORTH BROADWAY SUBDIVISION – CONCEPT LEVEL 3 PLAN (Affordable Multifamily)
 - IV.14. NORTH BROADWAY SUBDIVISION – CONCEPT LEVEL 4 PLAN (Affordable Multifamily)
 - IV.15. NORTH BROADWAY SUBDIVISION – CONCEPT LEVEL 5 PLAN (Affordable Multifamily)

March 23, 2023

RE: North Broadway Subdivision Civil Engineering Concept Plan Narrative

Section 3:

- IFC compliant emergency vehicle access has been incorporated into the concept plan, that includes maximum 150-foot length roadways meeting standards for emergency vehicles for dead-end access. All connecting streets have been designed with the appropriate 26-foot curb return radius and a minimum of 24 feet wide. It is the intent of this concept plan to meet all requirements for the IFC roadway access for the project. Grades for emergency access will have a maximum longitudinal slope of less than 6 percent.

Section 4-c; Grading

- The project site has over 50 feet of topographic relief across the site between the floodplain of the Eagle River and the Denver & Rio Grande Western railroad right-of-way. The site will maintain the same historic runoff patterns, with flattening building pad areas and providing access for major public streets to less than 6 percent longitudinal slope. The use of retaining walls and building structures used to absorb grades will be used. All proposed residential and commercial/recreational areas will meet ADA access guidelines and standards.

Section 4-e-a; On-site Roadways

- A main public street is proposed for the backbone for pedestrian and vehicular access for the entire neighborhood is proposed. The intersection at Broadway along Grand Avenue to Brooks Lane will be designed and developed. This access will meet the previously mentioned longitudinal slopes, will provide two lanes of travel, 2 points of emergency access, will have a pedestrian sidewalk, curb/gutter and be a minimum of 30 feet wide. This pedestrian and vehicular spine will also have 90-degree parking, allowing for slower traffic calming, allowing a more urban neighborhood safe purpose roadway. The associated permits for the improved rail crossing will also be studied and included in the required infrastructure for the project.

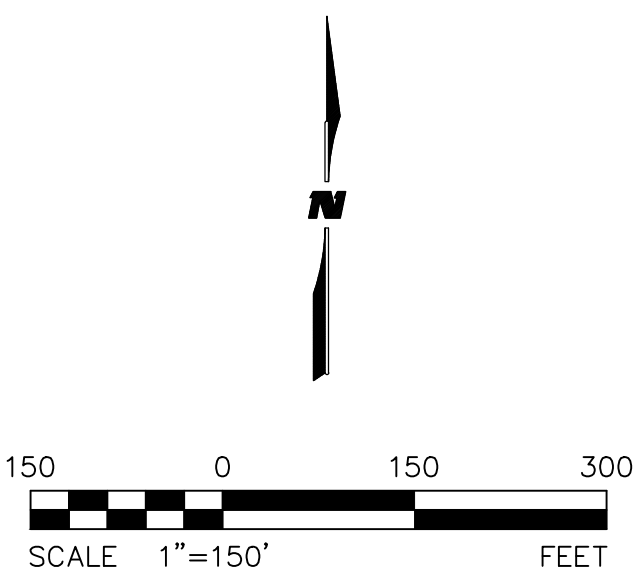
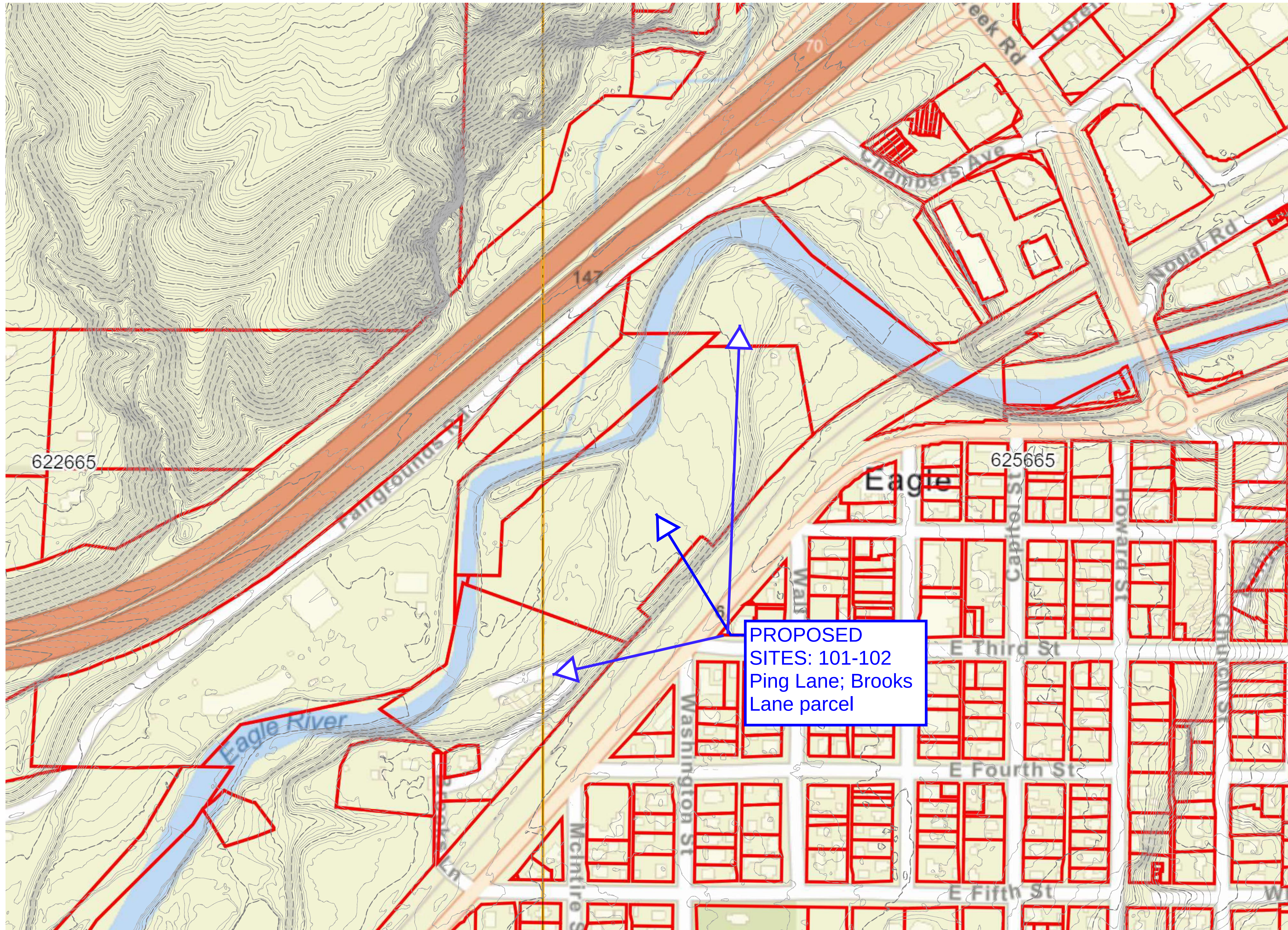
Section 4-g; Wet Utilities

- Sanitary sewer and potable water will be provided through the site with a water main connection to Broadway and the existing connection within Brooks Lane. Sanitary will also be provided by a trunk line from our site also serving the Johnson site to the north and connecting with the existing system within Brooks Lane. Both lines will be located within the public street serving the project.

Drainage

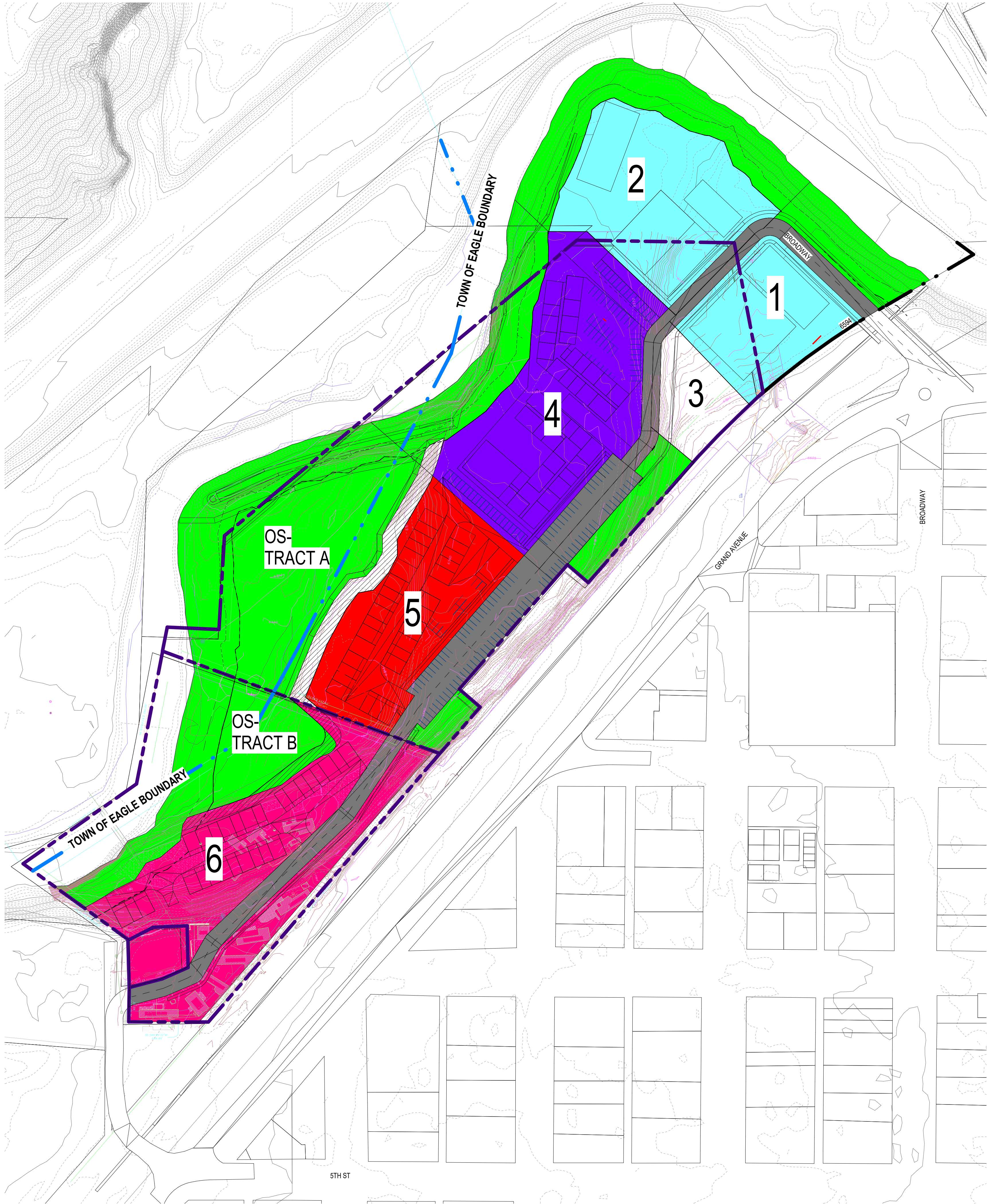
The overall drainage design concepts will implement both conventional WQ and Detention facility but will also incorporate best management practices within the landscaping for a higher density project as outlined by both the State of Colorado, and other municipalities. It will be our intent to design the following to preserve the integrity of clean runoff reaching the Eagle River as to provide a maintainable design objective for the project and the environment. The premise for this design will be to use the southwesterly area of the non-conveyance overflow area of the Eagle River floodplain that is adjacent to

the site for our detention and water quality facility. We are proposing to build an environmentally sensitive 10-year detention and water quality facility; and release the 100-year storm undetained from our site. This is a similar stormwater design being used along the Blue River in Silverthorne. The proper hydrological term is beat the peak of the adjacent major drainageway. Environmental sensitive wetlands have been located and marked in this area, and all proposed stormwater improvements will be located outside of these areas. We will be designing the facilities and most of the infrastructure to provide for future runoff from the Johnson property to the north of our site as well as the volume from the 101 Ping Lane site: thus, incorporating a complete District or Neighborhood solution for stormwater management. This design will help facilitate the detailed and desired mixed use commercial uses of the North Broadway neighborhood and the Towns vision of the area.



101 PING LANE
VICINITY MAP WITH
CONTOURS
3/8/2022

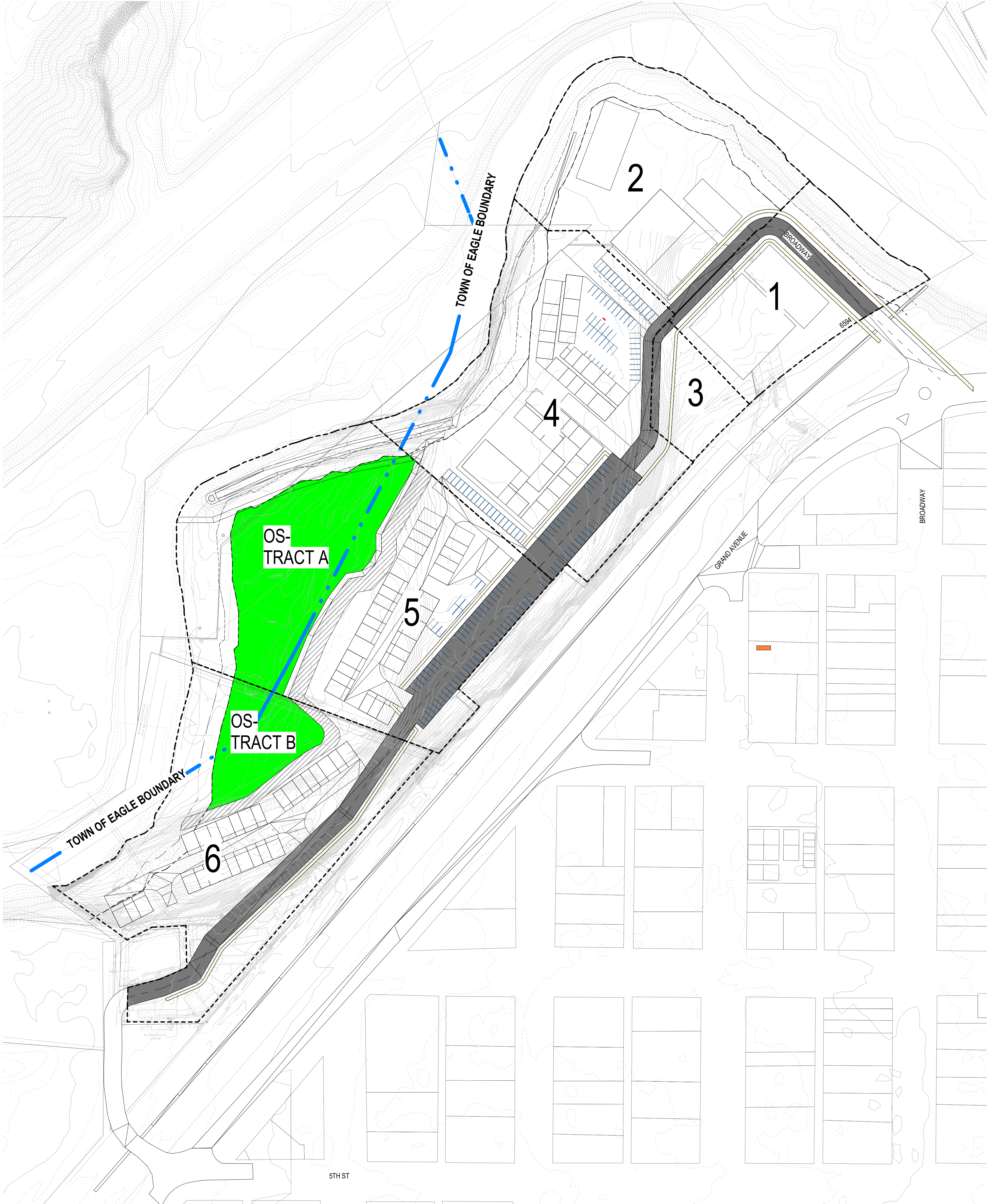
**WILSON
& COMPANY**
990 SOUTH BROADWAY SUITE 220
DENVER, CO 80202
PHONE: 303-297-2976
FAX: 303-297-2693
www.wilsonco.com



SITE LEGEND	
PUBLIC ROW (NEW STREETS, TRUNK INFRASTRUCTURE)	
SIDEWALKS	
STORM WATER QUALITY AREA	
OPEN SPACE (DEDICATED OR PUBLIC ACCESS EASEMENT)	
101 PING LANE PROPERTY LINE (PARCELS A, B, D)	
102 PING LANE PROPERTY LINE (PARCELS C1, C2)	
BROOKS LANE PROPERTY LINE (PARCEL E)	
50'-0" RIVER SETBACK	
75'-0" RIVER SETBACK	

USE LEGEND	
COMMERCIAL MIXED USE	
MULTIFAMILY (HIGH-DENSITY MF ZONE DISTRICT)	
TOWNHOMES (MEDIUM-DENSITY MF ZONE DISTRICT)	

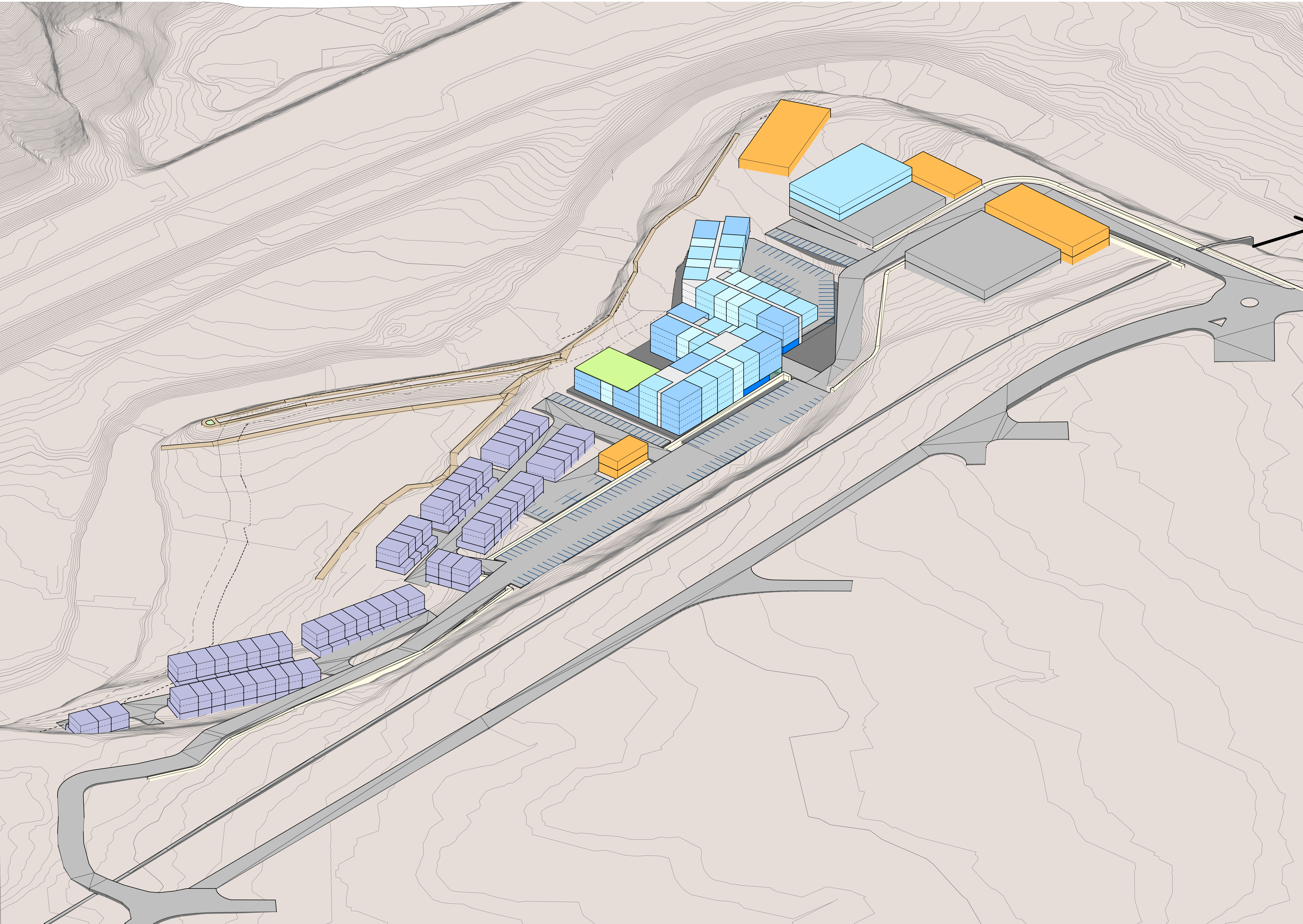
1 SKETCH PLAN - OVERALL PARCEL PLAN
1" = 100'-0"



TRACT LEGEND	
PUBLIC ROW (NEW STREETS, TRUNK INFRASTRUCTURE)	
SIDEWALKS	
OPEN SPACE DEDICATION	
TRACT BOUNDARY	
50'-0" RIVER SETBACK	
75'-0" RIVER SETBACK	

DEDICATED OPEN SPACE AREA	
TRACT	AREA
OS-TRACT A:	1.72 ACRES
OS-TRACT B:	.64 ACRES
TOTAL OS AREA:	2.36 ACRES*
	*APPROX. 19% OF DEVELOPABLE LAND AREA

1 OVERALL TRACT PLAN
1" = 100'-0"

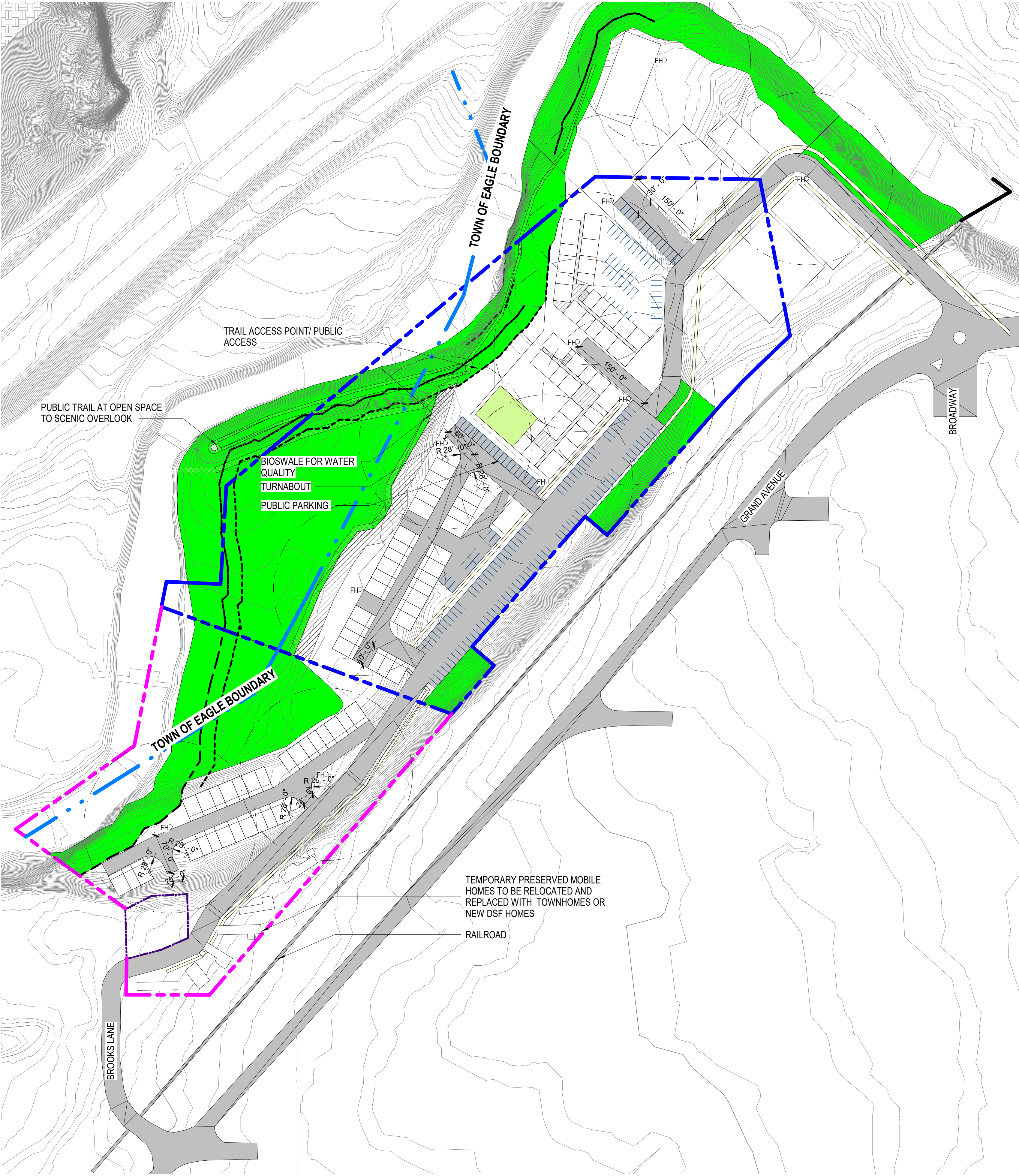


DEVELOPMENT PLAN					
PROPERTY	PARCEL	TYPE	PROPOSED STORIES ABOVE GRADE	ACRES	UNITS
101 PING LANE ASEEMBLAGE	TRACT - 4	APT/MIXED USE	5	3.16	135
	TRACT - 5 + OS-TRACT A	APT/MIXED USE	5	2.45	30
	TRACT - 3			0.60	
JOHNSON PROPERTY	TRACT - 2	RETAIL / CONDO MIXED USE	3 - 4	2.08	21
	TRACT - 1	RETAIL / COMMERCIAL	3 - 4	1.48	44
BROOKS LANE	TRACT - 6 OS-TRACT B	TOWNHOMES	3	2.48	27
			TOTALS	12.25	257

PARKING SCHEDULE	
Site Section	Count
Site A North Building Multi-Residential Parking	110
Site A Primary Street Nose-in Parking	65
Site A South Building Multi-Residential Parking	83
Site B Associated Parking with Leasing Building	5
Site B Primary Street Nose-in Parking	71
TOTAL PARKING: 334	

TOWNHOME PARKING:

GARAGES IN UNITS



1 SKETCH PLAN - SITE PLAN
1" = 100'-0"

SITE LEGEND	
PUBLIC ROW (NEW STREETS, TRUNK INFRASTRUCTURE)	
SIDEWALKS	
STORM WATER QUALITY AREA	
OPEN SPACE (DEDICATED OR PUBLIC ACCESS EASEMENT)	
101 PING LANE PROPERTY LINE (PARCELS A, B, D)	
102 PING LANE PROPERTY LINE (PARCELS C1, C2)	
BROOKS LANE PROPERTY LINE (PARCEL E)	
50'-0" RIVER SETBACK	
75'-0" RIVER SETBACK	

PROGRAM AREA SCHEDULE	
NORTH MULTI-FAMILY	
HORIZONTAL CIRCULATION	9703 SF
RESIDENTIAL	48210 SF
57913 SF	
SOUTH MULTI-FAMILY	
HORIZONTAL CIRCULATION	18556 SF
RESIDENTIAL	76530 SF
95086 SF	
TOWNHOMES	
RESIDENTIAL	22080 SF
22080 SF	
TOWNHOMES E	
RESIDENTIAL	18464 SF
18464 SF	
TOTAL AREA	193543 SF

LAND USE AREA PROGRAM							
PROPERTY	TRACT ID	TYPE	ACRES	DEVELOPME NT PARCEL (SF)	STREET - ROW LAND AREA (SF)	OPEN SPACE / RIVER SETBACK + WATER QUALITY (SF)	TOTAL LAND AREAS (SF)
101 PING LANE ASSEMBLAGE	TRACT - 4	APT / MIXED USE	3.16	137,545	15,156.89	41,457.35	194,159
	TRACT - 5 + OS-TRACT A	APT / MIXED USE	2.45	106,630	13,851.75	148,110.48	268,592
JOHNSON PROPERTY	TRACT - 3		0.60	25,991	3,622.50	N/A	29,614
	TRACT - 2	RETAIL / CONDO	2.08	90,569	3,944.39	49,602.53	144,116
BROOKS LANE	TRACT - 1	RETAIL / COMMERCIAL	1.48	64,453	11,298.75	23,112.22	98,864
	TRACT - 6 OS-TRACT B	TOWNHOMES	2.48	140,776	24,046.50	64,405	229,228
TOTALS			12.24	565,964	71,921	326,687	964,572

TRACT 4 - MULTIFAMILY UNIT SCHEDULE OVERALL		
Unit: Type	Floor Area	Count
1 BR (A) (20 X 30)	600 SF	36
2 BR (B) (30 X 30)	900 SF	63
3 BR (C1) (43 x 30)	1290 SF	36
TOTAL UNIT: 135		

MULTIFAMILY UNIT SCHEDULE BY BUILDING		
Unit: Type	Floor Area	Count
NORTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	22
2 BR (B) (30 X 30)	900 SF	26
3 BR (C1) (43 x 30)	1290 SF	9
57		
SOUTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	14
2 BR (B) (30 X 30)	900 SF	37
3 BR (C1) (43 x 30)	1290 SF	27
78		
TOWNHOMES		
TH 2 BR RAISED (18 x 32)	576 SF	10
TH 2 BR (18x40)	720 SF	6
TH 3 BR RAISED (25 x 32)	800 SF	10
TH 3 BR (25 x 40)	1000 SF	4
30		
TOWNHOMES E		
TH 2 BR RAISED (18 x 32)	576 SF	14
TH 3 BR RAISED (25 x 32)	800 SF	13
27		
TOTAL UNIT: 192		

TRACT 5 - TOWNHOME UNIT SCHEDULE		
Unit: Type	Count	Floor Area Total per Unit (including garage)
TH 2 BR RAISED (18 x 32)	10	1152
TH 2 BR (18x40)	6	1440
TH 3 BR RAISED (25 x 32)	10	1600
TH 3 BR (25 x 40)	4	2000
TOTAL UNITS: 30		

PARCEL B:
2 BED TOWNHOMES GARAGE AREA: 240SF
3 BED TOWNHOMES GARAGE AREA: 480SF

TRACT 6 - TOWNHOME UNIT SCHEDULE		
Unit: Type	Count	Floor Area Total per Unit (Excluding Garage)
TH 2 BR RAISED (18 x 32)	14	1152
TH 3 BR RAISED (25 x 32)	13	1600
TOTAL UNITS: 27		

PARCEL E:
2 BED GARAGE AREA/VERTICAL CIRCULATION: 720SF
3 BED TOWNHOMES GARAGE AREA/VERTICAL CIRCULATION: 1000SF



Project Boundary

Riverside Promenade/Paved Trail

Soft Surface Trail

Future Outdoor Gathering Space/Amenity Area

Pedestrian Bridge (by others)

Roof Top Amenity on Top of Garage

Riverside Park

Landscape Area

Natural Areas

Bio-swale

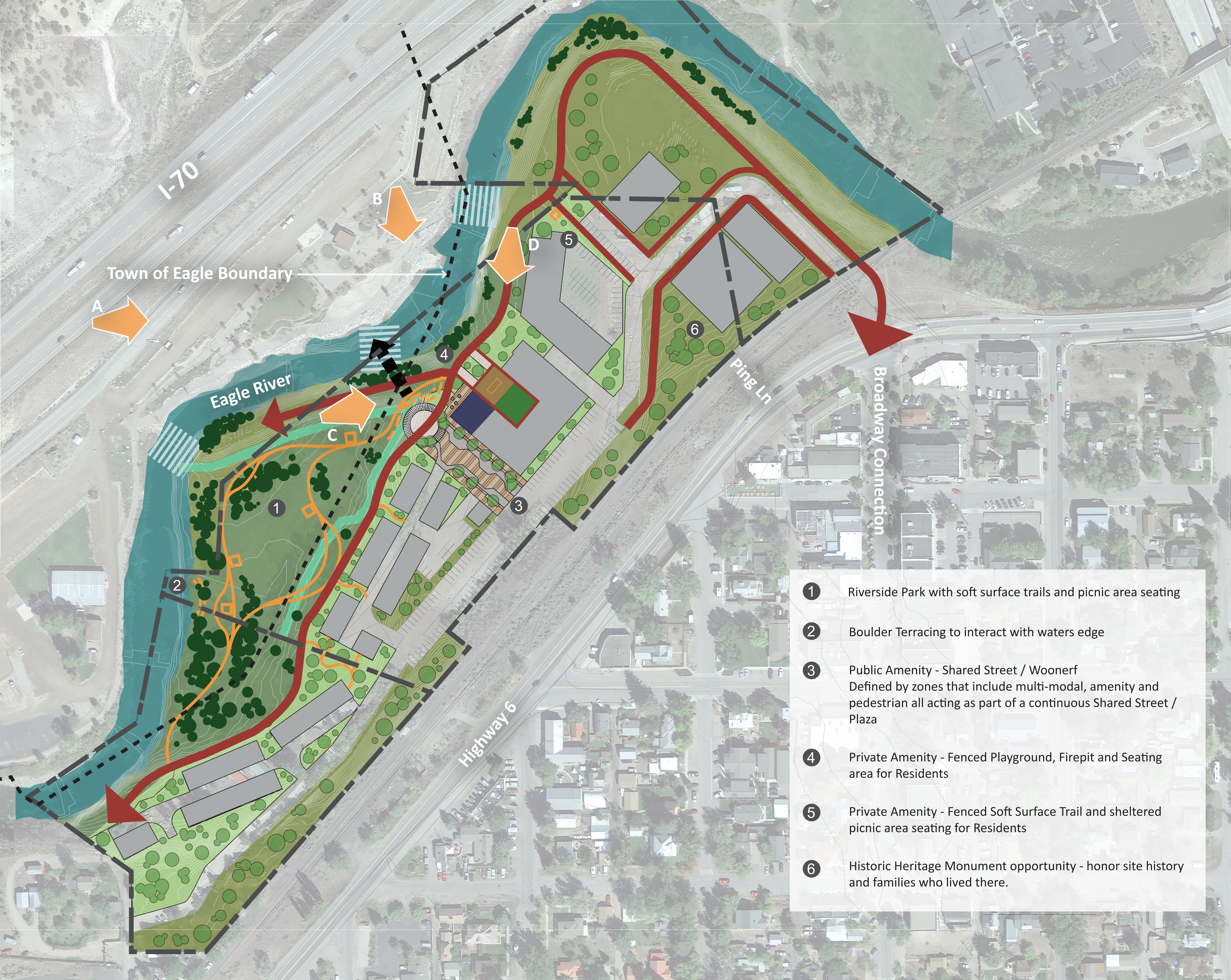
Eagle River

White Water Features (Existing)

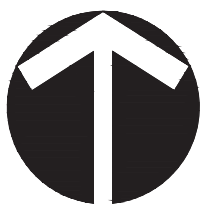
Proposed Trees

Existing Trees

3D Rendering Views



- 1 Riverside Park with soft surface trails and picnic area seating
- 2 Boulder Terracing to interact with waters edge
- 3 Public Amenity - Shared Street / Woonerf
Defined by zones that include multi-modal, amenity and pedestrian all acting as part of a continuous Shared Street / Plaza
- 4 Private Amenity - Fenced Playground, Firepit and Seating area for Residents
- 5 Private Amenity - Fenced Soft Surface Trail and sheltered picnic area seating for Residents
- 6 Historic Heritage Monument opportunity - honor site history and families who lived there.



3D RENDERING
Perspective - A





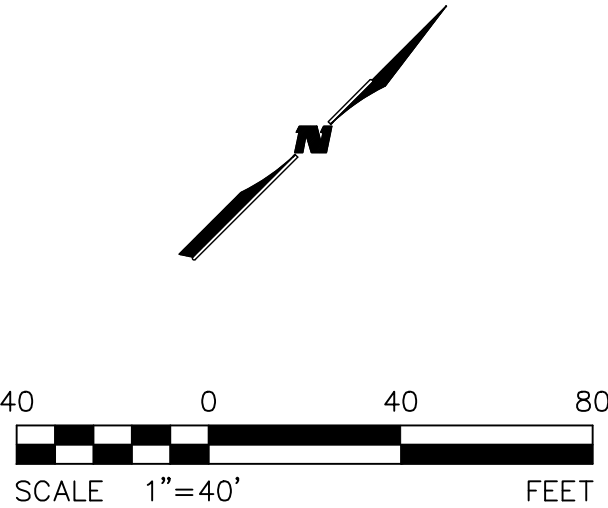




M:\MSD\22-600-172-00\2_Disciplines_EXHIBITS\101PngLane-Street Alignment Proposed grading V2.dwg



MATCHLINE - SEE SHEET 1 OF 2



N BROADWAY
SUBDIVISION
22-600-172-00

BROADWAY ROAD
CONCEPT GRADING
SOUTHWEST

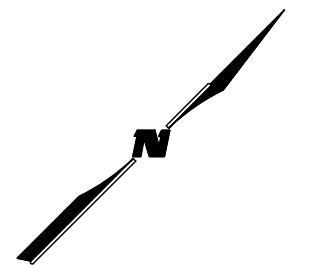
APRIL 03, 2023

**WILSON
& COMPANY**

990 S BROADWAY SUITE 220
DENVER, CO 80209
PHONE: 303-297-2976
FAX: 303-297-2693
www.wilsonco.com

MATCH-LINE - SEE SHEET 2 OF 2

M:\MSD\22-600-172-002_Disciplines_EXHIBITS\101\Plan-Lane-Street_Alignment_Proposed grading_V2.dwg



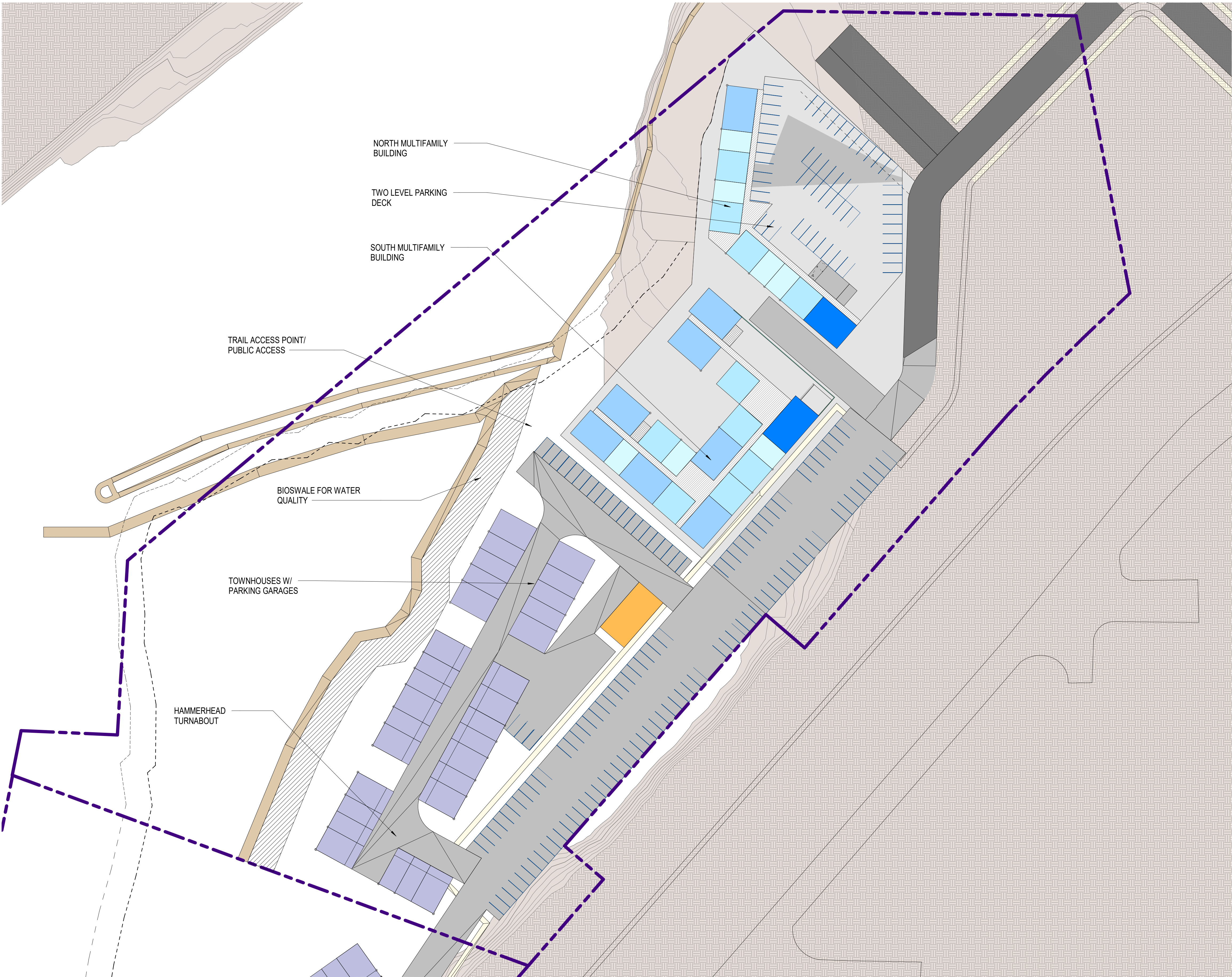
N BROADWAY
SUBDIVISION
22-600-172-00

BROADWAY ROAD
CONCEPT GRADING
NORTHEAST

APRIL 03, 2023

**WILSON
& COMPANY**

990 S BROADWAY SUITE 220
DENVER, CO 80209
PHONE: 303-297-2976
FAX: 303-297-2693
www.wilsonco.com

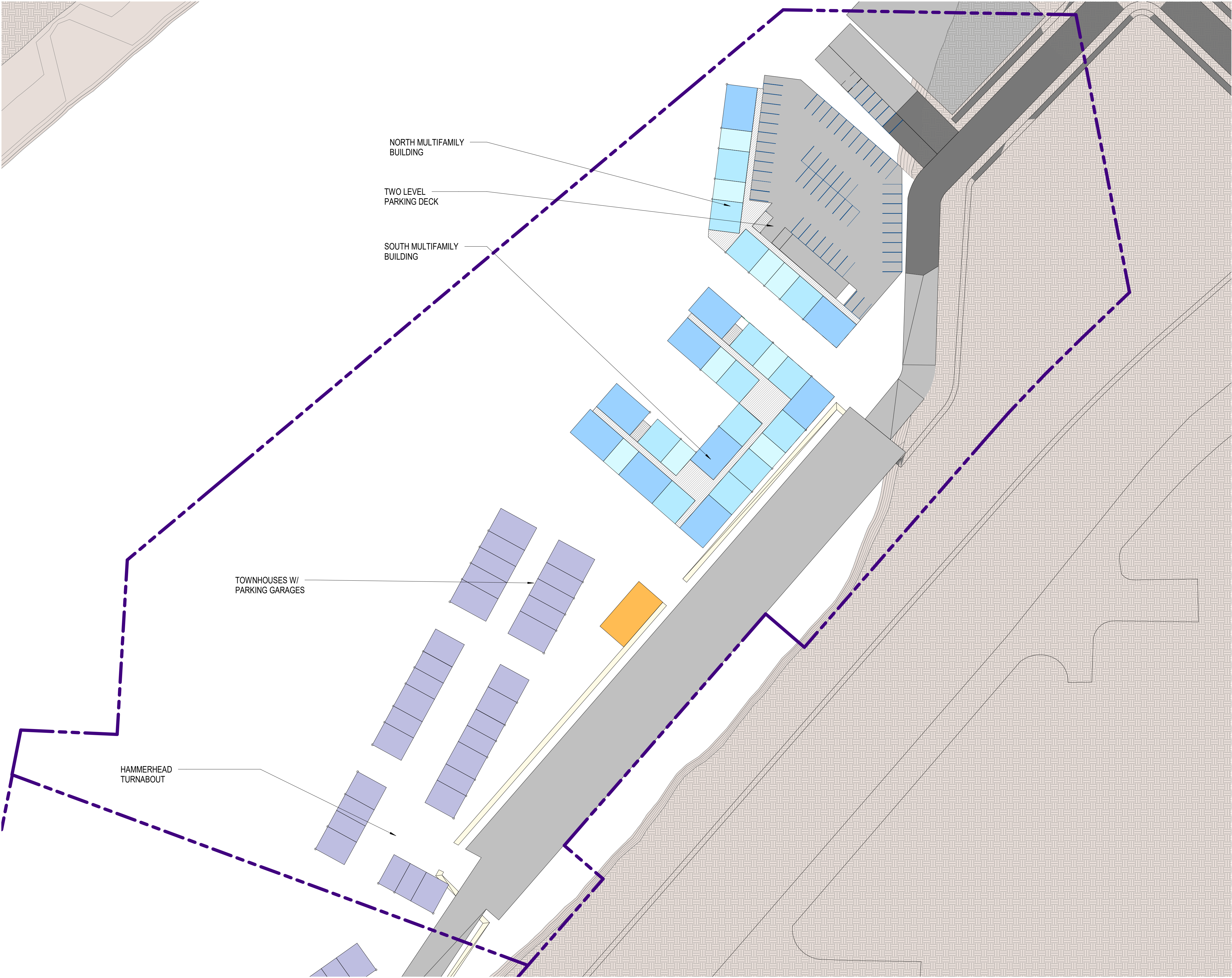


UNIT SCHEDULE - LEVEL 1		
Unit: Type	Floor Area	Count
NORTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	4
2 BR (B) (30 X 30)	900 SF	4
3 BR (C1) (43 x 30)	1290 SF	1
		9
SOUTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	3
2 BR (B) (30 X 30)	900 SF	6
3 BR (C1) (43 x 30)	1290 SF	6
		15
TOTAL UNIT: 24		24

UNIT TYPE LEGEND

- 1 BR
- 2 BR
- 3 BR
- TOWNHOUSE
- AMENITY
- HORIZONTAL CIRCULATION
- VERTICAL CIRCULATION
- UTILITY

1 SKETCH PLAN - LEVEL 1 PLAN
1" = 50'-0"

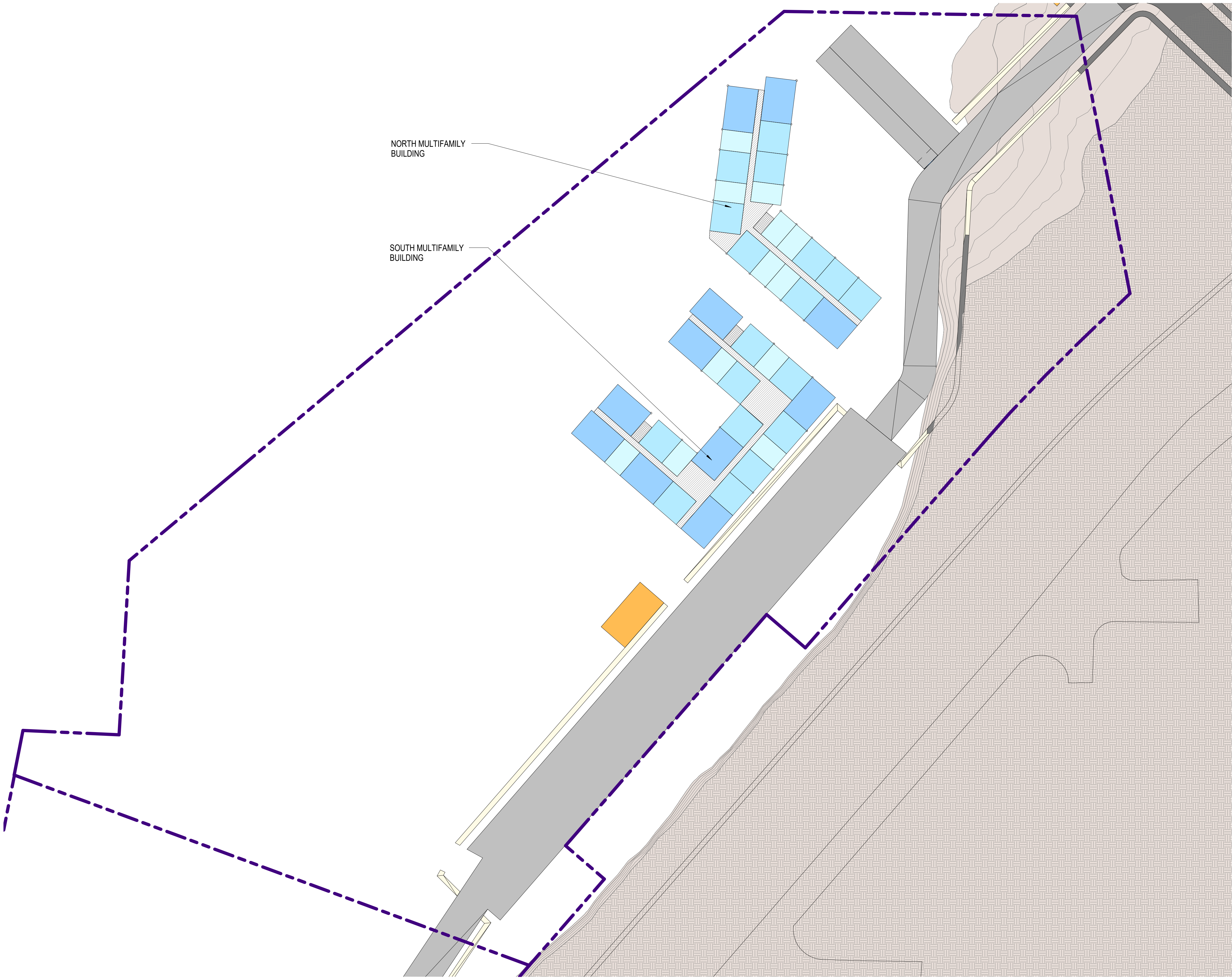


UNIT SCHEDULE - LEVEL 2		
Unit: Type	Floor Area	Count
NORTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	4
2 BR (B) (30 X 30)	900 SF	4
3 BR (C1) (43 x 30)	1290 SF	2
		10
SOUTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	4
2 BR (B) (30 X 30)	900 SF	8
3 BR (C1) (43 x 30)	1290 SF	6
		18
TOTAL UNIT: 28		28

UNIT TYPE LEGEND

- 1 BR
- 2 BR
- 3 BR
- TOWNHOUSE
- AMENITY
- HORIZONTAL CIRCULATION
- VERTICAL CIRCULATION
- UTILITY

1 SKETCH PLAN - LEVEL 2 PLAN
1" = 50'-0"

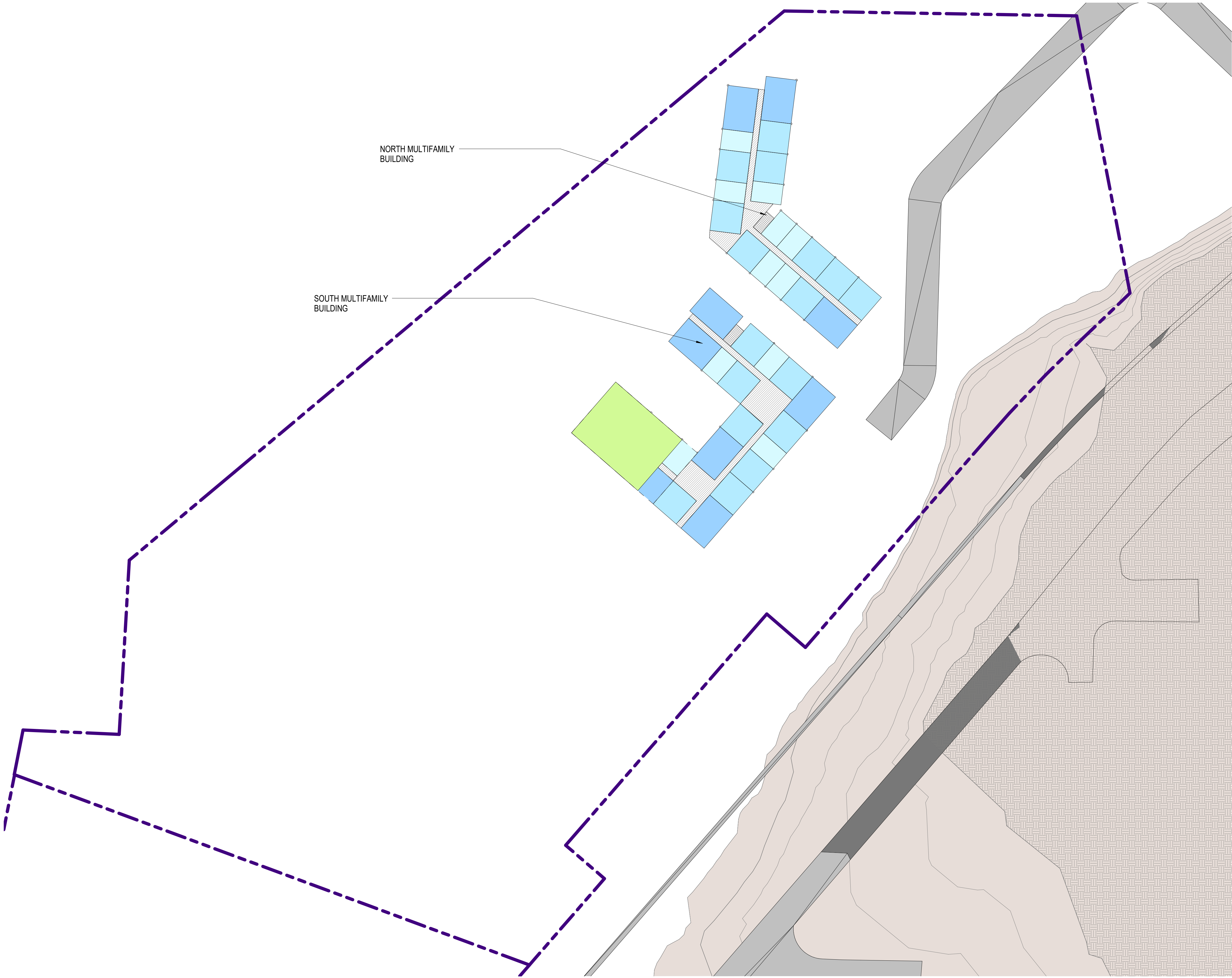


C - UNIT SCHEDULE - LEVEL 3		
Unit: Type	Floor Area	Count
NORTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	7
2 BR (B) (30 X 30)	900 SF	9
3 BR (C1) (43 x 30)	1290 SF	3
		19
SOUTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	4
2 BR (B) (30 X 30)	900 SF	9
3 BR (C1) (43 x 30)	1290 SF	7
		20
TOTAL UNIT: 39		39

UNIT TYPE LEGEND

- 1 BR
- 2 BR
- 3 BR
- TOWNHOUSE
- AMENITY
- HORIZONTAL CIRCULATION
- VERTICAL CIRCULATION
- UTILITY

1 SKETCH PLAN - LEVEL 3 PLAN
1" = 50'-0"

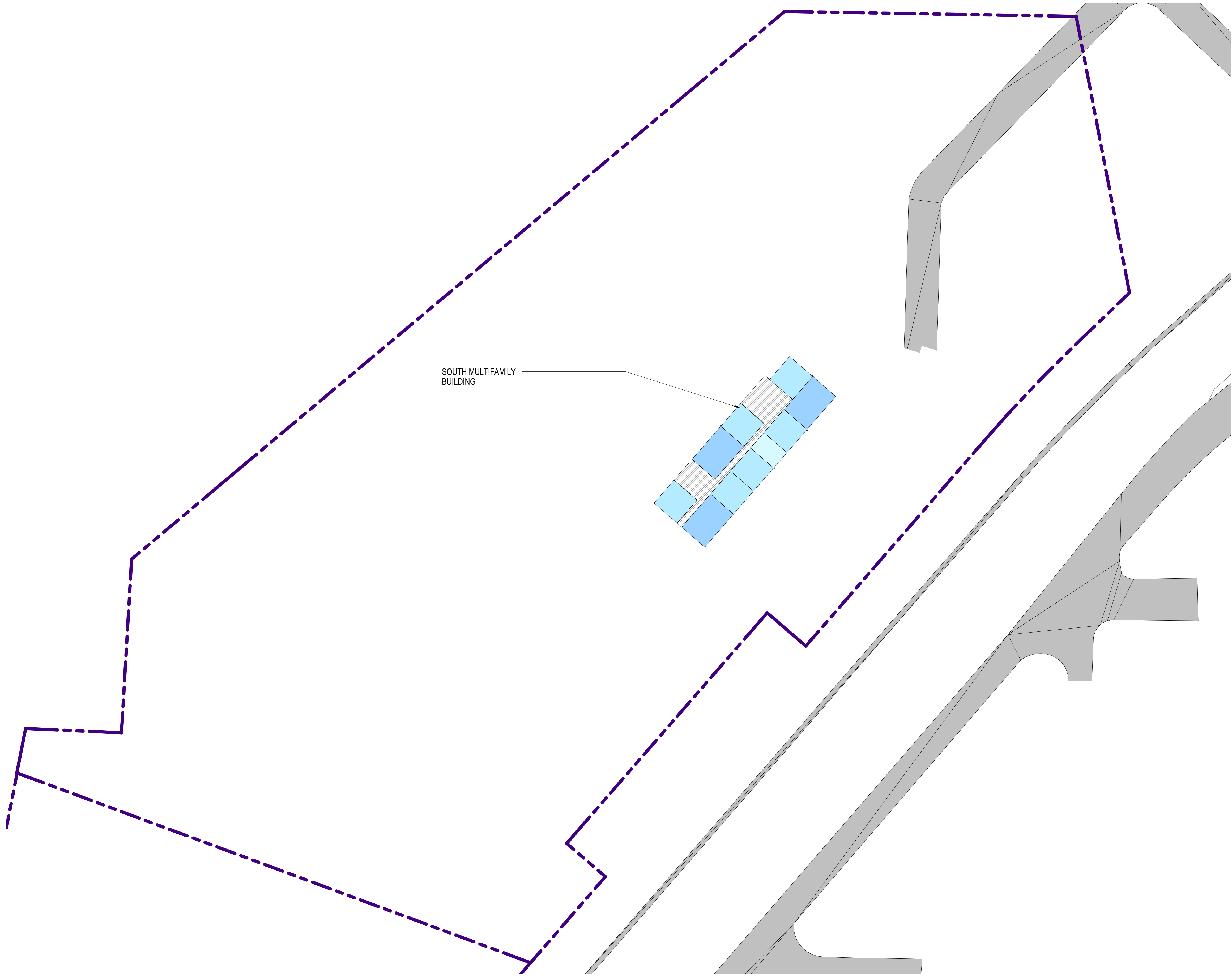


UNIT SCHEDULE - LEVEL 4		
Unit: Type	Floor Area	Count
NORTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	7
2 BR (B) (30 X 30)	900 SF	9
3 BR (C1) (43 x 30)	1290 SF	3
		19
SOUTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	2
2 BR (B) (30 X 30)	900 SF	8
3 BR (C1) (43 x 30)	1290 SF	5
		15
TOTAL UNIT: 34		34

UNIT TYPE LEGEND

- 1 BR
- 2 BR
- 3 BR
- TOWNHOUSE
- AMENITY
- HORIZONTAL CIRCULATION
- VERTICAL CIRCULATION
- UTILITY

1 SKETCH PLAN - LEVEL 4 PLAN
1" = 50'-0"



SOUTH MULTIFAMILY
BUILDING

UNIT SCHEDULE - LEVEL 5		
Unit: Type	Floor Area	Count
SOUTH MULTI-FAMILY		
1 BR (A) (20 X 30)	600 SF	1
2 BR (B) (30 X 30)	900 SF	6
3 BR (C1) (43 x 30)	1290 SF	3
		10
TOTAL UNIT: 10		10

UNIT TYPE LEGEND

- 1 BR
- 2 BR
- 3 BR
- TOWNHOUSE
- AMENITY
- HORIZONTAL CIRCULATION
- VERTICAL CIRCULATION
- UTILITY

1 SKETCH PLAN - LEVEL 5 PLAN
1" = 50'-0"

Cliff Simonton

From: Derek Bos
Sent: Monday, April 10, 2023 12:11 PM
To: Cliff Simonton; Dennis Wike; Tom Gosiorowski; Brian Lieberman; Randy Cohen; ecad@ecparamedics.com; comdev@eaglecounty.us; bill.gibson@eaglecounty.us; tori.franks@eaglecounty.us; brian.wodrich@state.co.us; dilzell@erwc.org; David McWilliams
Cc: Larry Pardee; Chad Phillips; Nikki Davis; Kendra Carberry; Matt Mire; Jill Kane
Subject: RE: Referral comment request, Conceptual review of North Broadway Subdivision, File SS23-01

Follow Up Flag: Follow up
Flag Status: Flagged

Cliff,

As we discussed, here's a summary of my concerns with the site plan:

- Ingress / egress for fire apparatus, particularly apparatus large enough to engage a large structure fire. Does the turning radius from the east/west road onto the north / south road stubs allow for larger fire apparatus?
- Law, Fire and EMS access to the lower "public" portion of the river by the river park. It's unclear to me what the access points would be or if there are even access points?
- Brooks Drive is outside of the property being developed; I just want to ensuring that Brooks Drive remains intact to guarantee a second ingress / egress point into the development
- Through traffic: The proposed subdivision could be used by stray motorists to bypass Grand Avenue between Brooks and Broadway, by traveling on the apartment complex road. The developer is probably not at this point in the discussion yet, but I'd like to see something down the road of a strategic plan for minimizing through traffic in the complex.

Thank you much!

Chief Derek Bos

Chief of Police #1600



Eagle Police Department

200 Broadway / P.O. Box 609
Eagle, CO 81631

Dispatch: (970) 479-2200

Office: (970) 328-6351



Greater Eagle Fire Protection District

PO Box 961 • Eagle, Colorado 81631

Office: 970.328.7244 Fax: 970.328.7280

Email: rcohen@gefpd.org

TO: Cliff Simonton
Town of Eagle
200 Broadway
Eagle, CO 81631

RE: North Broadway Sketch Review

Mr. Simonton,

I have reviewed the preliminary sketch plan of the North Broadway subdivision. The Fire District has the following comments.

- 1) Individual building construction type and square footage is needed to adequately determine the required fire-flows for the proposed structures. Fire-flow requirements for buildings will be determined from 2021 *International Fire Code*, Appendix B, Table B105.1(2).
- 2) Fire hydrant locations and distribution is based on required fire-flows. Building construction type and square footage is needed to determine the required fire-flows and fire hydrant locations and distribution.
- 3) Fire apparatus access roads with a fire hydrant are required to be 26 feet, exclusive of shoulders.
- 4) All fire apparatus access roads must adhere to 2021 *International Fire Code*, Appendix D, Section D103.6 and D105 in its entirety.

If there are any questions please contact me.

Respectfully,

Randel Q. Cohen
Division Chief of Life Safety

Cliff Simonton

From: Dennis Wike
Sent: Friday, April 21, 2023 5:03 PM
To: Derek Bos; Cliff Simonton; Tom Gosiorowski; Brian Lieberman; Randy Cohen; ecad@ecparamedics.com; comdev@eaglecounty.us; bill.gibson@eaglecounty.us; tori.franks@eaglecounty.us; brian.wodrich@state.co.us; dilzell@erwc.org; David McWilliams
Cc: Larry Pardee; Chad Phillips; Nikki Davis; Kendra Carberry; Matt Mire; Jill Kane
Subject: RE: Referral comment request, Conceptual review of North Broadway Subdivision, File SS23-01

Cliff,

My review of the North Broadway Subdivision Concept Plan finds the following comments in addition to the previously submitted comments by others:

1. The proposed plans and traffic report do not adequately address the potential impacts of the adjacent rail line if it is reactivated. Future submittals including reports & plans need to include additional discussions of the potential reactivated rail line impacts and any measures needed to minimize these impacts.
2. The submitted Traffic Report identifies several locations where Level Of Service (LOS) will be lower than the TOE Municipal Code allows. Future submittals need to address these projected adverse LOS's at these intersections and provide details on impacts & recommended measures to reduce these impacts.
3. No details on Utility Services were provided to show impacts of development on existing utilities especially for potable water and sanitary sewer services. We expect these issues will be addressed in detail in a future submittal.

Thank you for requesting TOE Public Works review of this application. Please feel free to contact us if you have any questions or comments.

Dennis Wike, PE, CEM, Leed-AP

Town Engineer

TOWN OF EAGLE

1050 Chambers Avenue, PO Box 609, Eagle Co 81631

TOE Cell Phone: 970-445-0847, Fax: 970-328-6066

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:





Community Development

David McWilliams

970-328-8752

david.mcwilliams@eaglecounty.us

www.eaglecounty.us

April 21, 2023

Town of Eagle
Attn: Cliff Simonton
200 Broadway
P.O. Box 609
Eagle, CO 81631

[Via Email Cliff.Simonton@townofeagle.org]

Re: IAR-9347-2023 - Interagency Referral - North Broadway Subdivision

Dear Ms. Simonton:

Thank you for the opportunity to participate in the planning process of the North Broadway Subdivision in the Town of Eagle. Please consider the following comments from Eagle County Departments:

Planning Comments:

1. 2005 Eagle County Comprehensive Plan - intended to provide a general framework for evaluating land development proposals and referral applications:
 - a. 3.4.5 Development Stakes Policies: n. *Development should share responsibility for fulfilling Eagle County's workforce housing;*
 - b. Section 3.4.6 Comprehensive Workforce Housing Approach Policies: o. *Local governments should be encouraged to accommodate 100% of their workforce housing needs, and to contribute to improving regional jobs-to-workforce attainable housing imbalances;*
 - c. Section 3.4.7 Policies and Recommended Implementation Strategies for Housing: d. *Efforts to increase the stock of affordable rental units for local workers should be supported;*
 - d. The plan cites, "mixed-income affordable development project planned for Tract 4, 5, and 6" but does not describe what those features entail. Staff encourages discussions with the Eagle County Housing and Resilience Department to determine the appropriate mix of deed restrictions or other mechanisms.
2. The project includes portions of property that are within Eagle County jurisdiction and on Eagle County owned lands. Any grading or drainage improvement within Eagle County jurisdiction requires permitting through the Eagle County Engineering Department. Planning staff encourages discussions with the Fairgrounds, Open Space and Natural Resources, and Community Development departments to determine preferred outcomes for the properties.

3. For the purpose of protecting water resources, including wetlands and riparian areas, Eagle County requires preservation of a 75 foot strip of land measured horizontally from the high water mark on each side of any stream, or the 100 year floodplain, whichever provides the greater separation from the stream, which shall be protected in its natural state, and no grading or removal of vegetation may occur within the stream setback. Exceptions to this are available for certain features (fences, trails) or through the variance process.
4. The Town boundary in the area of the proposed North Broadway development is based on the 1905 description that followed the center of the Eagle River (in 1905). The town boundary dissects the three parcels in the proposed development - 193932418002, 193932400006 and a very small portion of 193932400014. The best approach for this project is to annex the parcels into the Town of Eagle.

Eco Transit

1. 2005 Eagle County Comprehensive Plan - 3.5.2 Efficient Transportation: *a. Developed areas in Eagle County should be served by multiple modes of transportation.*
2. ECO Transit does not currently serve this development; however, given the nature of the development and the desire for more expedient service that remains on Highway 6 vs. travels through Downtown Eagle, ECO Transit/EVTA would be interested in the placement of bus stops in both the eastbound and westbound directions at this development. ECO Transit/EVTA would appreciate inclusion in this development process, as this development will be a ridership generator and a chance to establish more efficient service of the Valley Route. Also encouraged is good pedestrian and cyclist connections in both directions as a means of accessing transit, and providing a first/last mile solution for individuals who would use these stops.

Wildfire Mitigation:

Thank you for the opportunity to comment on the North Broadway Subdivision in the Town of Eagle. The overall wildfire hazard rating for the property is MODERATE. This rating is based on fuel types present, topography, slope, access, and water supply. Ignition resistant construction and defensible space are vital to protecting structures during a wildfire. The following strategies are recommended:

1. Class-B roof assemblies on all new structure(s)
2. Provide 3-5 feet of noncombustible landscaping (ie. rock, gravel or stone) surrounding new structures.
3. Recommend no coniferous trees or shrubs (eg. spruce, pine, juniper, etc.) to be located within 30 feet of structures – strive to use native, low-growing plants and deciduous shrub species. Thin and remove surface fuels (eg. dead down trees/shrubs and branches) within 100 ft of all structures.
4. Use ignition resistant building materials for all new structures.

Engineering Comments:

1. The application states, *"Access to the public amenities, including the river park and open space will be accessed by future pedestrian bridge(s) crossing the Eagle River*

and connecting to parking at the fairgrounds.” While Eagle County supports connectivity between the proposed development and the River Park / Fairgrounds, we have not been engaged to evaluate possible location alternatives and their impacts to County owned property.

2. It was not evident from the materials provided that the Applicant has engaged the Union Pacific Railroad to understand the feasibility or process for gaining access across the railroad to the Development.
3. Eagle County owns Parcel 1939-324-00-015 which extends across the Eagle River and abuts Parcels 1939-324-00-006 and 1939-324-00-014. We would suggest that the Owner consider an exchange with Eagle County to convey the portions of Eagle County property adjacent to the Owner's parcels for a portion of Parcel 1939-324-00-014 adjacent to the River Park.
4. It is suggested that the Owner consider an easement along Fairgrounds Road on Parcel 1939-324-00-014 for a future sidewalk/trail connection between the River Park and Rest Area.



Please contact me at (970) 328-8752, or at david.mcwilliams@eaglecounty.us if you have questions or would like to request a meeting to discuss these comments. Eagle County reserves the right to offer additional comments as more information is provided.

Sincerely,

David McWilliams, AICP
Planner
[Via Email]

Cc: Bill Gibson, Community Development Director
Trent Hyatt, Deputy Community Development Director
Ben Gerdes, P.E., County Engineer

File



461 Railroad Ave, Unit C
PO Box 1477
Gypsum, Colorado 81637

970-827-5406
info@erwc.org
erwc.org

Protecting our rivers since 2004

4/19/2023

Cliff Simonton, AICP
Town of Eagle Community Development Department
200 Broadway, P.O. Box 609
Eagle, CO 81631

RE: North Broadway Subdivision - formerly 101 Ping Lane (sketch plan/conceptual review)

Thank you for the opportunity to provide comments regarding the North Broadway Subdivision Sketch Plan. Given that this is a sketch plan and many changes are anticipated to the project, Eagle River Watershed Council (ERWC) is keeping our comments to a very high-level. We look forward to working further with the Town of Eagle staff, the development team and the project owner to discuss the project in more detail and provide a deeper level of feedback. ERWC would encourage a site visit in the near future to learn more about the project and share our knowledge of riverine systems.

Eagle River Watershed Council advocates for the health of the Eagle River and tributaries in order to protect and enhance the high-quality natural and human values provided to our communities by rivers. Vigorously protecting our aquatic systems ensures they will continue to provide their numerous social, economic, and ecosystem benefits in perpetuity.

COMMENTS INTRODUCTION AND BACKGROUND

Overall, ERWC is pleased to see changes made from the last proposal (formerly 101 Ping Lane), and we had numerous concerns regarding the impact the development would have on the Eagle River and lack of alignment with the Eagle River Corridor Plan. In summary, we applaud the following changes made to the development:

- Protecting a majority of the 75' setback by moving the buildings away from the river and softening the transition from downtown. Hardscapes within the setback are generally for high-value social uses, such as gathering spaces and a bridge connecting the property to the existing whitewater park.
- Utilizing a more 'community first' approach to the development to allow a connection to the river for all.
- Maintaining existing riparian forests on the low terrace. This is critical for shade along this stretch of the Eagle River and keeping water temperatures cool.

A few concerns come to mind with this sketch plan:

- A 'beat the peak' approach is cited as the stormwater design paradigm. While this has been a traditional approach to rapidly deliver stormwater to the river so as to reduce flood volumes from upland development, it is not a best practice when it comes to water quality. Polluted runoff from development remains a top concern for water quality within our watershed.
- We appreciate the inclusion of bioswales and infiltration gardens below the river promenade path. This is an innovative design. Upon first look using this sketch plan, we feel that this may not be enough to handle stormwater loads. Active treatment, such as vaults, filters, separators, etc., will likely be needed at some locations throughout the site.

CLOSING REMARKS

Thank you for the application referral and opportunity to provide input to this project application. We hope to remain engaged in the project as it moves through the necessary local and state permitting processes so that any end product will avoid negative impacts to the Eagle River. In particular, due to the scale of this development proposal, we would be interested in a joint site visit with ERWC staff, Town of Eagle staff or elected officials, and Elmington Capital/DHM staff, if possible. Please contact us with any additional questions or information that you require concerning our comments here.

Regards,

James Dilzell, Executive Director
Eagle River Watershed Council
970-827-5406

Bill Hoblitzell
Water Resources Program technical advisory staff
970-471-6216

Cliff Simonton

From: Michael Hazard Associates <mha54@comcast.net>
Sent: Tuesday, May 2, 2023 3:37 PM
To: Cliff Simonton; Larry Pardee
Cc: Bobby Lipnick
Subject: North Broadway Subdivision

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

To the Members of the Town of Eagle's Planning and Zoning Commission and Town Council:

The Eagle County Housing Task Force was founded in 2017 with the purpose of making a positive impact on long-term opportunities and the challenges of delivering incremental new sustainable community housing. We are a team of housing advocates dedicated to helping realize each community's vision for housing. Task Force members include representation from the public, private and non-profit sectors with demonstrated commitment, knowledge and experience in real estate development, finance, architecture, land use planning, housing policy, economic and community development. We share a desire to deliver deed-restricted locals' housing: both rental and for-sale, to address our community's personal and business needs.

We have met twice with representatives of the proposed North Broadway subdivision project.

currently before you for conceptual/sketch plan review. We urge you to move this project forward. While we understand that more detail and changes will result from your review, our task force has repeatedly seen the private sector developer retreat from an overly extended entitlement process as the associated costs erode already slender margins typical of an affordable housing project. They either abandon their efforts or the balance of affordable to market rate shifts to the detriment.

We appreciate Elmington Development for their responsiveness to staff input to date and are hopeful you will recognize their efforts in bringing together three private parcels. We also support the range of housing types that they've included, with a substantial number of affordable units: many adding further AMI restrictions. Their proposal is consistent with the future master plan land use designation of the Riverside Mixed-Use (RMU) district as outlined in the Town of Eagle's 2015 Eagle River Corridor Plan (ERCP).

While we shall remain vigilant of project's progress through the approval process, we ask you to find reason to support and encourage their efforts at this preliminary stage such that they may remain on track to seek affordable housing funding requests later this summer.

Thank you for your consideration.

On behalf of the Eagle County Housing Task Force,

Dr. Bobby Lipnick MBA; LEED AP
Michael Hazard AIA



To: Mayor and Town Council
From: Stephan Wilson, Utility Manager
Date: May 23, 2023

Agenda Item: RESOLUTION NO. 37 (Series 2023) A RESOLUTION APPROVING A CONTRACT WITH MOTT MACDONALD FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS DESIGN – PHASE 1

REQUEST:

Review and approve of the Wastewater Treatment Plant Improvements Design – Phase 1 proposal submitted by Mott MacDonald. May 17, 2023.

BACKGROUND:

In 2021 the Town's Wastewater Treatment Facility (WWTF) Permit No. CO0048241 was renewed by the Colorado Department of Public Health and Environment – Water Quality Control Division (CDPHE-WQCD) effective from March 1, 2021, and expires February 28, 2026. The renewed permit contained several new permit features including a compliance schedule to meet final effluent limits for Ammonia, Total Inorganic Nitrogen (TIN), and Nitrite. At the time of the WWTF construction it was assumed that TIN effluent limits would never be applied to the Upper Colorado River Basin and so the facility was not sized or designed for TIN removal. To meet the TIN limit proposed by the WQCD, major modifications to the WWTF are required.

Staff are proposing to modify the existing WWTF basins with a Construction Manager at Risk (CMAR) project approach. The work identified in the Mott MacDonald proposal will meet the initial requirement of event 3 in the compliance schedule below. After the initial phase is completed, a final design phase will be required along with the security of funding to fully satisfy the requirements of event 3 in the compliance schedule.

Table 1: Ammonia, TIN, and Nitrite compliance schedule

Event	Description	Due Date
Hire a Consultant/ Professional Engineer	Submit a letter of notification that a Colorado licensed engineering consultant has been obtained and funding has been secured for planning aspects	6/30/2021
Plan, Report, or Scope of Work	Submit a progress report in obtaining funding for design and construction aspects	6/30/2022
Engineering Plan	Submit a letter of notification that funding has been obtained for design and construction aspects, and final plans specifications have been submitted to the Division. Note that a Site Application and a preliminary design must be submitted and approved by the Division prior to final plans and specifications.	6/30/2023
Commence Required Work or On-Site Construction	Submit a letter of notification that Final Design Approval has been received from the Division and construction has commenced.	6/30/2024
Status/Progress Report	Submit a construction progress report summarizing the progress in construction or other activities.	12/31/2024
Complete Required Work or On-Site Construction	Complete construction of facilities or other appropriate actions, which will allow the permittee to meet the final limitations.	6/30/2025

ANALYSIS:

Preceding Work: WWTF Preliminary Nutrient Removal Study

The Town retained Mott MacDonald (Mott) in June of 2021 to perform a study of the existing WWTF and identify alternatives which could meet the current TIN limits proposed by CDPHE-WQCD. Parallel to this effort LRE Water (LRE) was retained to provide regulatory and permitting support related to the Town's WWTF discharge permit.

In an attempt to mitigate against the risk of an uncertain regulatory future LRE calculated future Regulation 31 limits for Total Nitrogen (TN) and Total Phosphorus (TP) based on current methodologies used by the WQCD. These future limits were used in the study to evaluate the WWTF's ability to meet current limits and determine its relevance with future limits. Ultimately the methodologies and assumptions used by WQCD in developing future TN and TP limits create significant uncertainty. Due to the uncertainty in TN and TP limits, the worst case for TP was selected and the current TIN limit was used in place of a future TN limit. Table 2 below identifies the limits that were calculated for TIN, TN, and TP along with the limit ultimately selected for the study.

Table 2: Current and anticipated limits

Parameter	Current Limit (mg/L)	Future or Calculated Limits (mg/L)	Limits Selected for Study (mg/L)
Total Inorganic Nitrogen (TIN)	12	12 to 18	12
Total Nitrogen (TN)	-	10.1 to 44.1	-
Total Phosphorus (TP)	-	0.99 to 4.36	1.0

Analyzed Alternatives

The study examined the feasibility and compared the relative performance of two processes to meet both the TIN and TP limits. The differences in the process are in the chemical requirements to remove phosphorus and the overall basin volumes required. The processes evaluated were the Modified Ludzack-Ettinger (MLE) process for total nitrogen removal versus the 5-stage Bardenpho (EBPR) process for both nitrogen and phosphorous removal. To meet future TP limits the MLE process will require chemical addition for phosphorus removal. The EBPD process removes phosphorus biologically however some chemical addition will still be required to meet an estimated TP limit of 1.0 mg/L.

The Existing tank volume is insufficient to meet the requirements of the EBPR process or a true MLE process. Because the existing tanks are smaller than a typical MLE process three separate process configurations were analyzed comparing the need for additional basin volume to performance expectations. An MLE process was modeled with the existing basin volume with a second MLE process modeled with the optimal volume requiring an approximate 20% increase. The EBPR process modeled required an approximate doubling of the basin volume to achieve phosphorus removal.

Table 3: Modeled Process and Basin Volume Increase Requirements

Process	Basin Size Increase	TIN Removal Method	TP Removal Method
Existing Basins (MLE Retrofit)	0%	Biological	Chemical
Increased Basin Size (MLE)	20%	Biological	Chemical
EBPR	96%	Biological	Biological + Chemical

Even though the existing basins are smaller than Ideal the modeling effort showed that TIN removal could be achieved through basin and equipment reconfigurations. The graph below shows four scenarios for TIN and TP removal (1) the current WWTF, (2) the reconfigured WWTF with MLE, (3) expanded basins reconfigured with a MLE process, and (4) the EBPR process. From modeling efforts, it is expected that chemical addition will be required to meet a low TP limit regardless of the selected process. Figure 1 below compares the relative performance of each process for Nitrate, TIN, and TP removal.

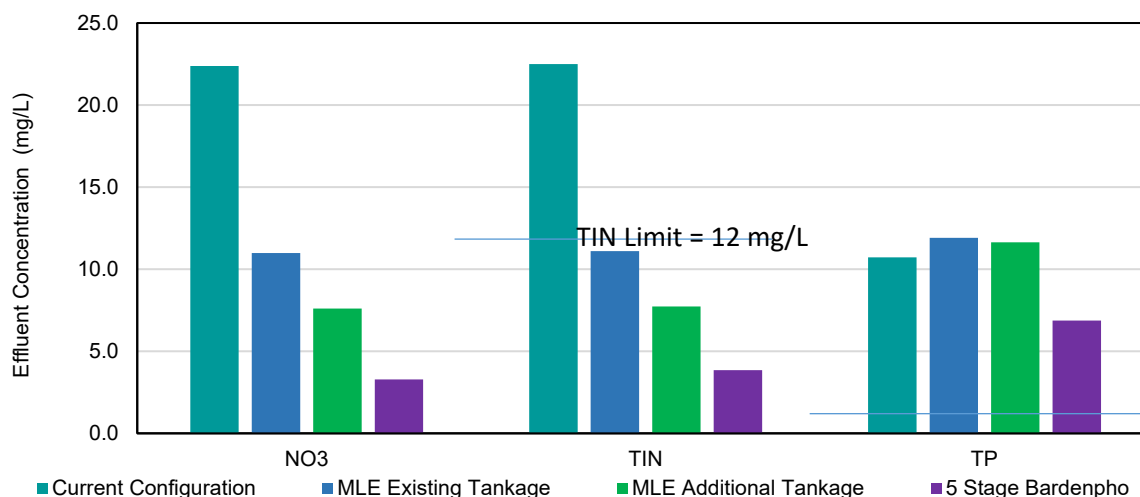


Figure 1: Process Performance Comparison

Project Schedule

The current compliance schedule identifies 6/30/2023 as the due date for final plans and specifications having been submitted and funding being obtained for the project. The Town will not be able to meet the dates as identified in the compliance schedule. The current project schedule identifies CMAR Bid opening in March of 2024. Currently the project is 12 to 18 months behind the compliance schedule milestones. Staff are using to approaches to close the difference between the compliance schedule and project schedule.

1. The CMAR project approach should gain efficiency in construction with early contractor engagement.
2. Compliance schedule adjustments through Permit Modifications with the WQCD.

Town submitted a permit modification request to the WQCD in April of 2022 to correct errors in the current effective permit. As a part of this request and subsequent comment period the Town made a request to move the dates in the TIN compliance schedule by at least 12 months. The Town is currently still waiting on a finalized permit modification No. 1 from the WQCD. The preference of Staff is to ensure that the correct project is built and that rate payers funds are judiciously spent.

Permit Considerations

The typical WWTF permit cycle is intended to last 5 years. The Town's current effective permit will be eligible for renewal after February 28, 2026. The renewed permit may include TN and TP limits with associated compliance schedules however this will depend on the timing of the permit renewal and basin regulations. When basin regulations are adopted, and subsequent limits are introduced into the permitting cycle the Town will know with greater certainty what methodology the WQCD will be using at that time.

The existing Basins were constructed in the late 1990's with the most recent plant upgrade occurring in 2007. The typical life expectancy of WWTF equipment is approximately 20-years. The typical life expectancy of concrete basins is 50 to 100 years. Much of the mechanical equipment in the WWTF is nearing the end of its forecasted life, however the concrete basins appear to be in relatively good condition with only minor rehab needs currently identified. This is consistent with the basins only being 25 years old.

At some point in the future, it will likely be necessary to expand or reconstruct the WWTF basins and add additional processes. The requirement to do so may come in the next permit cycle with design starting in 2026 and construction being completed as soon as 2030.

Recommendations

The current recommended process is to implement the MLE process in the existing basins along with chemical addition. This alternative is intended to allow the Town to meet current permit limits and anticipated future TP limits. This approach both continues to use the existing basins while also limiting the amount of investment into the Town's WWTF that would be at risk of future unknown regulatory action.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT:

The Town currently has budget to fully cover Phase 1 of design by reallocating capital funds allocated to Mixing Zone Improvements into funds already allocated to 51-58-711-5123087. This will place the available fund for 2023 work at \$400,000 to cover design work and supplemental sampling to refine design assumptions. The total cost of work completed under this proposal is anticipated to cost \$340,325.

Town staff are anticipating being able to assist with traffic control and perform work where necessary to reduce the burden on the selected contractor.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

1. Protecting Public Health, Safety, and Environment
2. Reliable and Cost-Effective Services

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve of or deny adoption of Resolution No. 37 (Series 2023) A Resolution Approving a Contract with Mott MacDonald for Wastewater Treatment Plant Improvements Design – Phase 1.

ATTACHMENTS:

- Resolution No. 37, Series 2023
- Mott MacDonald: Engineering Scope of Services and Fee Proposal Wastewater Treatment Plant Improvements Design – Phase 1 (May 17, 2023)
- Mott MacDonald: Town of Eagle Preliminary Nutrient Study (January 2023)

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 37
(Series of 2023)**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING
THE ENGINEERING SCOPE OF SERVICES AND FEE PROPOSAL FROM MOTT MACDONALD FOR
WASTEWATER TREATMENT PLANT IMPROVEMENTS DESIGN – PHASE 1.**

WHEREAS, in 2021 the Town’s Wastewater Treatment Facility (WWTF) Permit No. CO0048241 was renewed by the Colorado Department of Public Health and Environment; and

WHEREAS, the renewed permit contained several new permit features including a compliance schedule to meet final effluent limits for Ammonia, Total Inorganic Nitrogen (TIN), and Nitrite; and in order to meet the TIN limit, major modifications to the WWTF are required; and

WHEREAS, Staff are proposing to modify the existing WWTF basins with a Construction Manager at Risk (CMAR) project approach and the work identified in the Mott MacDonald proposal will meet the initial requirement of the compliance schedule; and

WHEREAS, the Town Council finds that it is in the best interest of the Town and the public health, safety, and welfare to enter into Engineering Design Services under the existing Professional Services Agreement with Mott MacDonald for the Wastewater Treatment Plant Improvements Design – Phase 1.

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

Section 1. The Engineering Scope of Services and Fee Proposal for work with Mott MacDonald 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 Agreement on behalf of the Town.

INTRODUCED, READ, PASSED, AND ADOPTED ON MAY 23, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



Mr. Tom Gosiorowski
Public Works Director
1050 Chambers Avenue
Eagle, CO 81631

Mott MacDonald
165 South Union Boulevard
Suite 200
Lakewood CO 80228

T +1 (303) 831 4700

mottmac.com

**Engineering Scope of Services and Fee Proposal
Town of Eagle, Colorado
Wastewater Treatment Plant Improvements Design – Phase 1**

May 17, 2023

Dear Tom:

We are pleased to provide you with our scope of services and engineering budget for the Town of Eagle Wastewater Treatment Plant Improvements Design – Phase 1.

Project Background

The Town of Eagle operates a 1.65 million gallon per day (MGD) wastewater treatment plant (WWTP). The WWTP's most recent discharge permit included compliance schedules, including a schedule associated with meeting future total ammonia, total inorganic nitrogen, and nitrite effluent limits. Based upon previous discussions with the Town, there is also a concern that limits on phosphorus may be forthcoming. With these issues in mind, the Nutrient Study recently completed by Mott MacDonald also reviewed phosphorous removal.

As discussed with the Town in November 2022 and noted in the final Nutrient Study report in January 2023, modifying the WWTP to operate in a Modified Ludzak-Ettinger (MLE) configuration within the existing aeration basins provides a simple and less expensive way to achieve effluent nitrogen limits that will qualify the Town for credits under Policy 17-1 to delay the implementation of permit limits as proposed by future Regulation 31. A 50% reduction in nitrate may be achieved at the design flow of 1.65 MGD within the existing tankage with the installation of an internal mixed liquor return (IMLR) flow of 2Q; and at the current average flow of 0.53 MGD and an IMLR flow of 3Q, the estimated reduction is 64% to reach 7-8 mg/L.

The Town may also qualify for up to 8 years of credits under Policy 17-1 with the addition of an alum feed for phosphorous reduction and supplemental carbon feed for denitrification. Implementing the MLE process within the existing tankage along with chemical addition to extend the compliance schedule will provide the Town with additional time to evaluate upgrade options in conjunction with the Town's long-term carbon reduction plans and any regulations that may result from current research into PFAS in the effluent and biosolids from wastewater treatment plants.

SCOPE OF SERVICES

The proposed scope of services for completing the project is presented below. A copy of the proposed engineering fee breakdown is provided as Attachment A. Phase 1 includes Tasks 1.1 through 5.1 in 2023 and Tasks 5.2 through 5.4 in 2024. Final design services are anticipated to be completed in 2024 for Phase 2 services. The scope and fee for Phase 2 services will be issued at a later date.

Task 1 – Project Management

- 1.1 Project Management / Controls** – Initiate the project, including setting up the schedule, work breakdown structure, staff assignments, communication protocol, monthly invoicing, and budget tracking.
- 1.2 Kick-off Meeting** – Attend a 1-hour virtual kick-off meeting and provide meeting minutes.
- 1.3 Project Meetings** – Attend 1-hour virtual project meetings biweekly for the 12-month duration of the project.
- 1.4 Gather and Review Existing Documents** – Review existing drawings, specifications, and reports as available.

Task 1 Major Deliverables:

- Meeting minutes – Electronic
- Monthly invoices – Electronic

Task 2 – Aeration Study

- 2.1 Aeration Review** – Evaluation of aeration system for biological treatment and waste activated sludge (WAS) holding tanks to determine potential modifications to improve performance and/or reduce operating expenditures. Comparison of DO control methods to determine the most appropriate method for each system. Provide recommendation for additional instrumentation, if required. See attached scope for inCTRL, Mott MacDonald's aeration modeling and optimization subconsultant. One site visit is anticipated.
- 2.2 Draft Report** – A draft report will be prepared to summarize the results and recommendations of the study.
- 2.3 Meeting to Discuss Draft Report** – Attend a 2-hour virtual meeting to review draft aeration study report and recommendations. As part of this meeting, agree on Aeration Optimization Improvements that will be incorporated into the design phase of this project. Any recommended improvements beyond the scope of design as stated herein may be incorporated into the project for an additional fee.
- 2.4 Final Report** – Revisions to the report will be prepared per the Town's comments and the final report shall be submitted electronically.

Task 2 Major Deliverables:

- Aeration Study Draft Report – Electronic
- Aeration Study Final Report – Electronic

Task 3 – Permitting

- 3.1 Assist Town with CDPHE Application** – Provide information to support the Town's preparation of a major permit modification request to CDPHE.

3.2 Submissions to CDPHE – Preparation of Section 22.10 Amendment of Existing Treatment Plant Site Location Approval, and a Wastewater Design Criteria Submittal Form to accompany the Process Design Report (PDR) submittal to CDPHE.

Task 3 Major Deliverables:

- Section 22.10 Amendment of Existing Treatment Plant Site Location Approval Form
- Wastewater Design Criteria Submittal Form

Task 4 – Preliminary Design

The proposed modifications include the following:

- Addition of one IMLR pump with variable frequency drive with associated piping per train.
- Alum and supplemental carbon chemical feed systems inclusive of chemical storage, containment, pumping, piping, and associated valves and appurtenances. It is assumed there is space available in the existing process building for these chemical systems and architectural modification to the existing building is not required.
- Aeration modifications will be informed by the aeration study, but may include addition or replacement of control valves, blower replacement, diffuser replacement or addition of instrumentation. It is assumed that blower replacement can be designed within the existing space without the need for architectural modifications to the existing building.
- Replacement of existing mixers and evaluation of existing concrete tank baffle wall, including recommendations for improvements.
- Electrical improvements will be provided as required for new equipment and equipment replacement as described above.
- Development of preliminary process and instrumentation diagrams for the proposed improvements.

4.1 Preliminary Design Submittal – Preparation of the Process Design Report (PDR) consistent with CDPHE requirements for submission with Section 22.10 Amendment of Existing Treatment Plant Site Location Approval and Section 1.3.0 of CDPHE Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1). Preparation of process flow schematics, hydraulic profile, and drawings to identify recommended equipment layout. Preparation of hydraulic calculations for IMLR pump selection, dosing rates and storage tank size recommendation for alum and supplemental carbon. Outline of proposed specifications and opinion of probable construction cost.

4.2 Meeting to discuss Preliminary Design Submittal – Attend a 2-hour virtual meeting to review preliminary design submittal.

Task 4 Major Deliverables:

- Process Design Report, Preliminary Drawings, Specification Outline, Cost Opinion – Electronic

Task 5 – CMAR Selection

- 5.1 Assist Town in preparation of request and contractual documents required to obtain, evaluate, and select a CMAR Team.** – Work with the Town to develop advertisement and procurement documents from an established template such as EJCDC, DBIA, or similar. Answer contractor questions during CMAR bidding and prepare addenda as needed (up to 3).
- 5.2 Bid Meetings** – Attend pre-bid meeting in person, including preparation of agenda, sign-in sheet, and meeting minutes. Attend virtual bid opening.
- 5.3 Review Bids** – Preparation of bid tabulation, including comparison to Engineer's cost opinion. Evaluation of three lowest bid submittal packages..
- 5.4 Assist Town with CMAR Selection** – Preparation of Notice of Award and Notice to Proceed per EJCDC CMAR-990, 2023 edition. Coordination of Agreement signatures.

Task 5 Major Deliverables:

- Pre-Bid Meeting Agenda – Electronic
- Addenda – Electronic
- Bid tabulation – Electronic

ENGINEERING BUDGET AND TERMS

Our proposed budget for the tasks outlined above is:

- **Not-to-Exceed Budget = \$340,325**

The work identified under Scope of Services will be undertaken under the terms and conditions of our most recent General Services Agreement between the Town and Mott MacDonald dated March 2, 2017, amended on October 23, 2020.

SCHEDULE

It is anticipated that the project will take approximately 8 months to complete the preliminary design and secure a CMAR contractor. The following provides the anticipated schedule for the project:

Phase 1

- | | |
|---|------------------|
| • Project Kick-off | July 7, 2023 |
| • Aeration Study Draft Report | October 13, 2023 |
| • Meeting to Discuss Draft Report | October 20, 2023 |
| • Aeration Study Final Report | November 6, 2023 |
| • Submit Preliminary Design Documents | December 8, 2023 |
| • Meeting to Discuss Preliminary Design | January 5, 2024 |
| • CMAR Bidding | February 2, 2024 |
| • Pre-Bid Meeting (In-Person) | February 9, 2024 |
| • Bid Opening | March 1, 2024 |

Phase 2

Scope and fee to be submitted at a later date.

ASSUMPTIONS

We have assumed the following:

1. Duration of Phase 1 is 8 months.
2. Mott MacDonald will assist the Town in submitting to CDPHE.
3. Work done in 2024 will be invoiced using our 2024 labor rates.
4. Engineering fee and scope for Phase 2 services, including final design services, will be submitted at a later date.
5. Site civil design effort will be limited to identifying the construction staging area on the drawings.
6. HVAC improvements are not required.
7. Electrical improvements related to NFPA 820 compliance are not required.
8. Sufficient electrical capacity exists for all proposed improvements.
9. Proposed equipment will be integrated into the existing facility-wide SCADA system for remote control and monitoring.
10. There is sufficient space for proposed chemical storage, including Alum and Micro-C.
11. No repairs are required for the existing concrete tanks and channels.
12. CDPHE permit modification will be submitted by the Town with assistance from Mott MacDonald.
13. All fees for permitting will be provided by the Town.

COMMENCEMENT AND COMPLETION OF WORK

We will commence work upon execution of this Letter of Authorization.

We thank you for this opportunity. If you have any questions or comments, please give us a call. If the proposal is acceptable, please execute in the space provided below and return one copy for our files. An executed copy will serve as our Notice-to-Proceed.

Sincerely,

Julia Barker
Senior Vice President
South Central Unit General Manager
303 275 8064
julia.barker@mottmac.com

Rodney Fredericks
Principal Project Manager
303 723 5077
rodney.fredericks@mottmac.com

ACCEPTED BY:
Town of Eagle, Colorado

By: _____

Date: _____

Attachments



Attachment A:
Engineering Services for Town of Eagle WWTP Improvements
Engineering Fee

Mott MacDonald
Project #
507398349-009

By: RAF, KB, AS
March 22, 2023
May 5, 2023

Checked: MA
03/30/2023
05/05/2023

	Mott MacDonald																		Sub Consultant		
Task Description	Principal Engineer / QA Review (Alltland)	Project Director (Fredericks)	Project Manager (Baxter)	Principal - Process Engineer (Pedros)	Engineer III (Schrum)	Engineer II (D'souza)	Senior Structural Engineer (Caruso)	Structural Engineer (Dilek)	Senior Electrical Engineer (Gibbs)	Electrical Engineer (Kerr)	Electrical CAD (Erskine)	CAD Senior Designer V (Confer)	CAD Designer I (Kathrein)	Specialist IV (Farley)	Total Hours	Labor Cost	Direct Costs	Sub Consultant 5% Markup	inCTRL Solutions Inc.	Total	
2023 Rates	\$312	\$264	\$263	\$298	\$136	\$120	\$295	\$208	\$195	\$145	\$96	\$175	\$100	\$120							
2024 Rates	\$328	\$278	\$277	\$313	\$143	\$126	\$310	\$219	\$205	\$153	\$101	\$184	\$105	\$126							
Task 1 - Project Management																					
1.1 Project Management/Controls (Invoices, Reports, Schedules, Project Setup, Budget Tracking - 8 months)	4	32	8	2	8									8	62	\$14,444	\$220	\$0		\$14,664	
1.2 Kick-off Meeting (1-hour virtual)		2	2	2	4										10	\$2,194	\$40	\$0		\$2,234	
1.3 Project Meetings (1-hour virtual and bi-weekly for 8 months)		16	16	16	24					4					76	\$17,044	\$260	\$0		\$17,304	
1.4 Gather and Review Existing Documents		2	4	2	8					4	2	4	8		34	\$5,536	\$90	\$0		\$5,626	
Subtotal - Task 1 Project Management	4	52	30	22	44	0	0	0	0	8	2	4	8	8	182	\$39,218	\$610	\$0	\$0	\$39,828	
Task 2 - Aeration Study																					
2.1 Aeration Review (including one site visit)			2	20	8										30	\$7,574	\$1,320	\$5,180	\$103,600	\$117,674	
2.2 Draft Report	2		4	20	8					4					38	\$9,304	\$140	\$0		\$9,444	
2.3 Meeting to Discuss Draft Report (Virtual and meeting minutes)		2	2	4	8										16	\$3,334	\$60	\$0		\$3,394	
2.4 Final Report	2	2	2	10	4										20	\$5,202	\$80	\$0		\$5,282	
Subtotal - Task 2 Aeration Study	4	4	10	54	28	0	0	0	0	4	0	0	0	0	104	\$25,414	\$1,600	\$5,180	\$103,600	\$135,794	
Task 3 - Permitting																					
3.1 Assist Town with CDPHE Application (Permit Modification)			8	2	32	4									46	\$7,532	\$120	\$0		\$7,652	
3.2 Submissions to CDPHE - Site Application Amendment, Preliminary Design Submittal	1	4	8	4	16		2			2		4			41	\$8,420	\$130	\$0		\$8,550	
Subtotal - Task 3 Permitting	1	4	16	6	48	4	2	0	0	2	0	4	0	0	87	\$15,952	\$250	\$0	\$0	\$16,202	
Task 4 - Preliminary Design																					
4.1 Preliminary Design Submittal (Preliminary Design, Process Design Report, Drawings, Specification Outline, Cost Opinion)	2	2	48	15	90	100	4	40	12	40	80	50	120		603	\$88,556	\$1,330	\$0		\$89,886	
4.2 Meeting to discuss Preliminary Design Submittal (Virtual and meeting minutes)		2	2	2	4			2		2					14	\$2,900	\$50	\$0		\$2,950	
Subtotal - Task 4 Preliminary Design	2	4	50	17	94	100	4	42	12	42	80	50	120	0	617	\$91,456	\$1,380	\$0	\$0	\$92,836	
Task 5 - CMAR Selection																					
5.1 Assist Town in Preparation of Request and Constructural document to Obtain, Evaluate, and Select a CMAR Team	2	8	16		24										50	\$10,208	\$160	\$0		\$10,368	
5.2 Bid Meetings (pre-bid meeting in person, bid opening virtual)		8	3		10	2									23	\$4,737	\$80	\$0		\$4,817	
5.3 Review Bids		4	6		7										17	\$3,775	\$60	\$0		\$3,835	
5.4 Assist Town with CMAR selection		4	8		16										28	\$5,616	\$90	\$0		\$5,706	
Subtotal - Task 5 CMAR Selection	2	24	33	0	57	2	0	0	0	0	0	0	0	0	118	\$24,336	\$390	\$0	\$0	\$24,726	
Total (Tasks 1-5)	\$4,056	\$23,456	\$36,795	\$29,502	\$37,087	\$12,732	\$1,770	\$8,736	\$2,340	\$8,120	\$7,872	\$10,150	\$12,800	\$960	1108	\$196,376	\$4,230	\$5,180	\$103,600	\$309,386	
Notes: 1. Labor rates shown in 2023 are for Task 1.1 through Task 5.1. Labor rates shown for 2024 (estimated) from Task 5.2 through Task 5.4. 2. See scope letter for design and fee assumptions. 3. Project is time and materials, Not-To-Exceed																				Contingency (10%)	\$30,939
																				Total	\$340,325



To: Mayor Turnipseed and Town Council

From: Kevin Aoki, IT Manager

Date: May 23, 2023

Agenda Item: Residential Broadband Service and Fee Schedule Amendment

REQUEST:

For Town Council to consider approving residential broadband services and updating broadband fee schedule.

INTRODUCTION:

A complete fiber to the home project was proposed to Council in Nov 2021. The project was not approved due to the high initial investment required. In March of 2022, a pilot for smaller incremental rollout of broadband services to businesses beginning with the Downtown Development Authority (DDA), was approved. Business service has been available for over 20 subscribers since August 2022 and as of June 2023 is now available in all the major business districts of Eagle: Downtown, Eagle Ranch, Chambers and Market Street.

Staff has been increasing connectivity for water and wastewater: tanks and other asset connectivity, SCADA communications, remote meter reading, security cameras, stream gauge reading, and others.

Staff has been building infrastructure for Smart City initiatives: Public Wi-Fi, remote irrigation controls, public safety camera systems, digital signage, among others.

In the process of developing solutions for the above initiatives, the Town can now provide broadband connectivity throughout most of Town, including residential service, without additional core infrastructure expenses.

Adding residential service could offset some recurring costs associated with common infrastructure and connectivity.

ANALYSIS:

Staff was tasked with building infrastructure for business broadband, Town building connectivity, utility data connectivity, public Wi-Fi, and other smart city initiatives. In doing so, staff has implemented a solution that allows these services to be provided throughout Town. The current infrastructure can provide residential internet services to most of Town with little additional infrastructure expense by using the same core infrastructure that is in place for other projects.

The additional expenses associated with the residential installation and residential premise hardware, are projected at \$1000-1500/connection. The estimated return on investment is between 1.5-2 years. Staff is proposing a residential rate of \$69/month for up to 650Mbps downloads (dependent upon

location). This price would include standard support, standard installation, and includes customer premise equipment. A two-year contract and autopayment would be required to make this rate feasible.

Staff is recommending:

- Utilize the 1% of the 4% Holy Cross franchise fee collected (*approved to support broadband initiatives*) which generates approximately \$50,000 to provide hardware and installation for just over 25 residential subscribers. Staff is further recommending obtaining an additional \$100,000 in funding to provide startup costs for an additional 50 subscribers as needed.
- Approve the fee schedule amendment to include a new residential rate of \$69/mo for residential internet of up to 650Mbps.
- Direct staff to create a broadband enterprise fund, pending recommendations by legal.

COMMUNITY INPUT:

- Community members often ask Town staff about the state of broadband within the community and request some action be taken.
- Some concerns about the Town competing with private industry have been raised.

BUDGET / STAFF IMPACT:

- If approved, the broadband fund will be seeded with \$50,000 from the Holy Cross Energy franchise fee.
- If approved, a new standalone broadband fund will be created based upon legal review.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This work aligns with the 2020 Strategic Plan's major objective to 'Match Infrastructure to Quality of Life' by providing broadband internet to many underserved areas of Town.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Motion to **approve** or **deny** Resolution 36, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving Delivery of Wireless Residential Broadband".
2. Motion to **approve** or **deny** Resolution 35, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado, Amending the 2023 Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code to Include Residential Internet Service Under Broadband Fees".

ATTACHMENTS:

- Residential broadband ROI projections.
- Resolution 36, Series 2023 Approving Delivery of Wireless Residential Broadband.
- Resolution 35, Series 2023 Amending the Fee Schedule for Residential Broadband.

NEXT STEPS:

- Staff to bring back ordinance for standalone broadband fund based on legal review.

Residential Installation ROI (customer premise expense ROI)

Based on .3% monthly market penetration

	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023	1/1/2024	2/1/2024	3/1/2024	4/1/2024
Month	1	2	3	4	5	6	7	8	9	10	11
Incremental Market Share/Month	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%
Cumulative Market Share	0.30%	0.60%	0.90%	1.20%	1.50%	1.80%	2.10%	2.40%	2.70%	3.00%	3.30%
Maximum Homes Available to connect	2,000	1,991	1,982	1,973	1,964	1,955	1,946	1,937	1,928	1,919	1,910
Incremental Homes connected	9	9	9	9	9	9	9	9	9	9	9
Cumulative Homes Connected (gross)	9	18	27	36	45	54	63	72	81	90	99
Churn	0	0	0	0	0	0	0	0	0	0	0
CumulativeHomes Connected (Net)	9	18	27	36	45	54	63	72	81	90	99
RN Hardware	\$8,415	\$8,415	\$8,415	\$8,415	\$8,415	\$8,415	\$8,415	\$8,415	\$8,415	\$8,415	\$8,415
RN SMS	\$35	\$71	\$106	\$142	\$177	\$212	\$248	\$283	\$319	\$354	\$389
Total Expenses	(\$8,450)	(\$8,486)	(\$8,521)	(\$8,557)	(\$8,592)	(\$8,627)	(\$8,663)	(\$8,698)	(\$8,734)	(\$8,769)	(\$8,804)
Revenue	\$675	\$1,350	\$2,025	\$2,700	\$3,375	\$4,050	\$4,725	\$5,400	\$6,075	\$6,750	\$7,425
Monthly Net Cash	(\$7,775)	(\$7,136)	(\$6,496)	(\$5,857)	(\$5,217)	(\$4,577)	(\$3,938)	(\$3,298)	(\$2,659)	(\$2,019)	(\$1,379)
Cumulative Net Cash	(\$7,775)	(\$14,911)	(\$21,407)	(\$27,264)	(\$32,481)	(\$37,058)	(\$40,996)	(\$44,294)	(\$46,953)	(\$48,972)	(\$50,351)

5/1/2024	6/1/2024	7/1/2024	8/1/2024	9/1/2024	10/1/2024	11/1/2024	12/1/2024	1/1/2025	2/1/2025	3/1/2025	4/1/2025	5/1/2025	5/1/2026	5/1/2027	5/1/2028
12	13	14	15	16	17	18	19	20	21	22	23	24	36	48	60
0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%
3.60%	3.90%	4.20%	4.50%	4.80%	5.10%	5.37%	5.63%	5.90%	6.17%	6.43%	6.70%	6.97%	9.90%	12.47%	14.70%
1,901	1,892	1,883	1,874	1,865	1,856	1,847	1,839	1,831	1,823	1,815	1,807	1,799	1,710	1,632	1,564
9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
108	117	126	135	144	153	162	171	180	189	198	207	216	324	432	540
0	0	0	0	0	0	1	1	1	1	1	1	1	2	3	4
108	117	126	135	144	153	161	169	177	185	193	201	209	297	374	441
\$8,415	\$8,415	\$8,415	\$8,415	\$8,415	\$8,415	\$8,415	\$7,480	\$7,480	\$7,480	\$7,480	\$7,480	\$7,480	\$6,545	\$5,610	\$4,675
\$425	\$460	\$496	\$531	\$566	\$602	\$633	\$665	\$696	\$728	\$759	\$791	\$822	\$1,168	\$1,471	\$1,735
(\$8,840)	(\$8,875)	(\$8,911)	(\$8,946)	(\$8,981)	(\$9,017)	(\$9,048)	(\$8,145)	(\$8,176)	(\$8,208)	(\$8,239)	(\$8,271)	(\$8,302)	(\$7,713)	(\$7,081)	(\$6,410)
\$8,100	\$8,775	\$9,450	\$10,125	\$10,800	\$11,475	\$12,075	\$12,675	\$13,275	\$13,875	\$14,475	\$15,075	\$15,675	\$22,275	\$28,050	\$33,075
(\$740)	(\$100)	\$539	\$1,179	\$1,819	\$2,458	\$3,027	\$4,530	\$5,099	\$5,667	\$6,236	\$6,804	\$7,373	\$14,562	\$20,969	\$26,665
(\$51,091)	(\$51,191)	(\$50,652)	(\$49,473)	(\$47,654)	(\$45,196)	(\$42,169)	(\$37,639)	(\$32,540)	(\$26,873)	(\$20,637)	(\$13,833)	(\$6,460)	\$130,348	\$347,512	\$635,072

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 35
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AMENDING THE 2023 FEE SCHEDULE PURSUANT TO 2.34 OF THE EAGLE MUNICIPAL CODE TO INCLUDE RESIDENTIAL INTERNET SERVICE UNDER BROADBAND FEES

WHEREAS, Section 2.34.010 of the Eagle Municipal Code provides that the Town Council shall adopt a fee schedule by resolution to establish fees for services provided to members of the general public; and

WHEREAS, it is necessary to ensure that fees charged by the Town of Eagle are reasonable, transparent, and sustainable to support the continued provision of quality services; and

WHEREAS, the Town would like to provide residential wireless broadband services as another option for Eagle residents; and

WHEREAS, The Town desires to amend certain fees and to adopt the same.

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

Section 1. That the Town of Eagle 2023 Fee Schedule concerning Broadband Fees, be amended to read as follows:

BROADBAND FEES			
FEE TYPE	FEE TITLE	2022 FEE	2023 FEE
	Business Internet Service (monthly recurring charge)		
BROADBAND FEE	300 Mbps (subject to capacity availability)	N/A	\$ 149.00
BROADBAND FEE	1 Gbps (subject to capacity availability)	N/A	\$ 299.00
BROADBAND FEE	up to 10 Gbps (subject to capacity availability)	N/A	TBD upon Building Audit
BROADBAND FEE	Installation 300 Mbps (one time)	N/A	\$ 129.00
BROADBAND FEE	Installation 1Gbps (one time)		\$ 379.00
	Residential Internet Service (monthly recurring charge)		
BROADBAND FEE	650 Mbps (subject to capacity availability)	N/A	\$ 69.00

INTRODUCED, READ, PASSED, AND ADOPTED by the Town Council of the Town of Eagle, Colorado
at a regular meeting held on the 23rd day of May 2023.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, CMC
Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 36
(SERIES 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING DELIVERY OF WIRELESS RESIDENTIAL BROADBAND.

WHEREAS, The Town of Eagle has upgraded connectivity for Town buildings, water and wastewater facilities, allowing the same infrastructure to serve multiple uses in providing wireless broadband service to additional users;

WHEREAS, In March 2022 the Town launched a wireless broadband service for businesses in the Downtown Development Authority (DDA) district, providing service to over 20 business subscribers. As of June 2023, all major business districts in Eagle including Downtown, Eagle Ranch, Chambers and Market Street now have wireless broadband service available through the Town;

WHEREAS, Residents across Eagle do not have adequate broadband service or service options and have expressed interest in the Town providing services;

WHEREAS, Wireless residential broadband service can be provided throughout town using existing infrastructure;

WHEREAS, Town Council has approved a 1% increase to the Holy Cross Energy franchise fee to support the Town's broadband initiatives which generates approximately \$50,000 annually;

WHEREAS, Additional funds may be made available for capital purchases through a loan, interfund loan, or interfund transfer to allow for additional residential connectivity in 2023; and

WHEREAS, the Town Council finds that it is in the best interest of the public's health, safety and welfare to provide wireless residential broadband service.

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

Section 1. The Town Council hereby approves and directs staff to provide wireless residential broadband service to Town of Eagle residents.

Section 2. The Town Council hereby directs the Town's staff to develop proposals and bring back information regarding additional funding structures to provide for residential installations and set up.

INTRODUCED, READ, PASSED, AND ADOPTED on May 23, 2023.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Community Development Department Planning Staff
Chad Phillips, A.I.C.P., Director

Date: May 23, 2023

Agenda Item: ReCode Eagle Draft – Specific Discussion Focusing on the Local Employee Residency Program (LERP), Design Standards, and Building Height Definition

REQUEST:

To review background material and provide direction to staff regarding the current ReCode Eagle draft, specifically the LERP, Design Standards, and Building Height Definition.

BACKGROUND:

The full working draft of the Land Use and Development Code (ReCode) has been available to the public since April 17th. While the draft reflects substantial improvement from the existing Title 4 of the Municipal Code, it is still a work in progress. Staff has scheduled time with Town Council before the hearing on June 27, 2023 (the hearing scheduled for adoption of the new code) to focus on the list of pending topics.

It is staff's opinion that the working draft is close to being ready for presentation as an adoption draft. We are requesting the Council either confirm that the work meets expectations or provide feedback and direction to complete these sections.

ANALYSIS:

The focus of tonight's discussion is LERP, Design Standards, and Building Height Definition. Within these two sections, many enhancements have been made. Detailed comments are provided by staff below:

LERP

Like many sections in the existing Development Code, the LERP section is confusing, incomplete, and needs modernization. The recently finalized Town of Eagle Housing Assessment provides regulatory recommendations to assist the workforce housing problem. Highlights of the draft include:

- Clarification of standards to apply to for sale and for rent units,
- An increase in the number or percentage of deed restricted units,
- Options for restrictions based on Average Median Income (AMI) and resident/employee occupancy,
- Flexibility for the location of LERP restricted units,
- A fee in-lieu of units, and
- Land for future LERP units/projects in-lieu of units.

The staff/consultant presentation will detail the modifications to the requirements.

DESIGN STANDARDS

Following the direction of the Comprehensive Plan, Council, and the P&Z Commission, staff and the Clarion team have made considerable improvements to this chapter. In the existing chapter, staff enforcement and applicant clarity are problematic because of guidelines that include the words should and encourage. Since the Development Code is a set of requirements, not guidelines, the draft only includes enforceable elements. Highlights, questions, and comments for this chapter include:

- Overall residential, commercial, and mixed use standards,
- Location Specific Standards for Broadway, Grand Avenue Corridor, and the North Interchange and East Eagle Area,
- Density Bonus
- Short-Term Rental Cap
- Building Orientation. The intent of the draft wording is to ensure that the front façade is parallel to the street that it fronts on. Should there be flexibility for views or solar orientation?
- Do the standards support the Comprehensive Plan?

HEIGHT DEFINITION

Helping landowners and design professionals interpret the definition of height continues to be an ongoing issue. It is a staff goal to have this new wording in the Development Code be as simple and clear as possible. The language in the draft is as follows:

G. Height

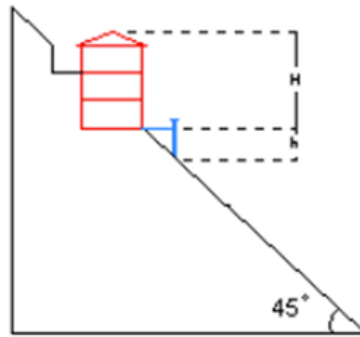
1. Building height is measured as follows: The maximum vertical rise from the lowest grade on the perimeter of the building to the highest point of the building. Measurement shall be from existing or finished grade, whichever is more restrictive. The perimeter of the building shall include any and all attached decks. An additional 10 feet (h) over and above the maximum height will be allowed for deck piers. Antennae (except those exempted from federal regulations), chimneys, flues, vents and similar unoccupied appurtenances shall not extend over five feet (5') above the maximum height limit. Those unoccupied appurtenances on the roof shall not exceed five percent (5%) of building footprint area.

2. Fence and wall height shall be measured vertically from undisturbed grade.

Recently, staff processed an amendment to the Haymeadow PUD that included a modification to how height is measured for that project. That amendment was approved as follows:

F. Building Height

The maximum vertical rise from the lowest grade on the perimeter of the building to the highest point of the building. Grade shall be from the finished grade. The perimeter of the building shall include any and all attached decks. An additional 10' over and above the maximum height will be allowed for deck piers (see illustration). Antennae (except those exempted from federal regulations), chimneys, flues, vents and similar unoccupied appurtenances shall not extend over five feet (5') above the maximum height limit. Those unoccupied appurtenances on the roof shall not exceed five percent (5%) of building footprint area.

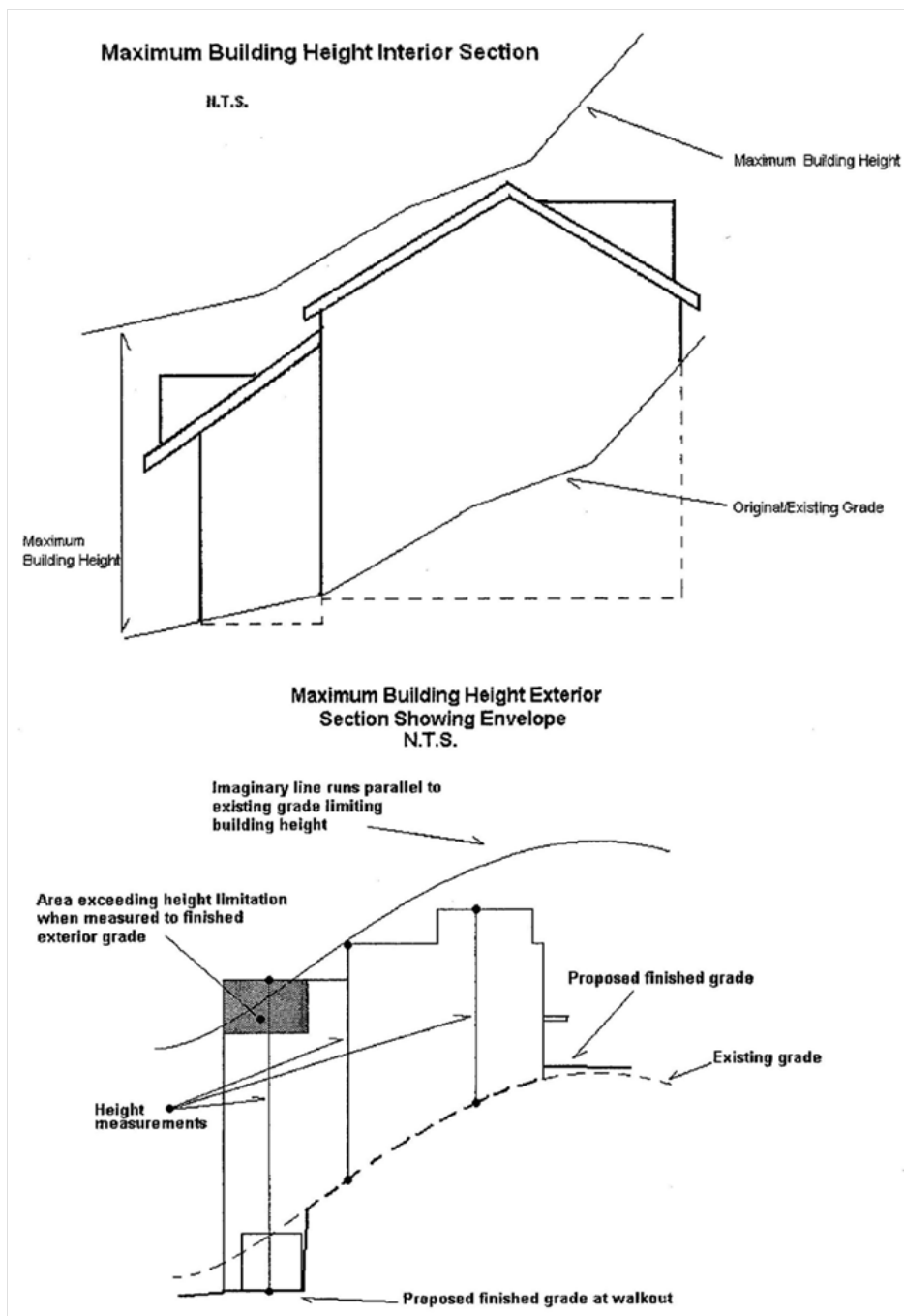


Staff has received public comment that we may want to consider wording that other local governments up-valley use. The concern was that the proposed wording is problematic and restrictive when designing structures on steep hillsides. Suggested language is as follows:

HEIGHT. The distance measured vertically from any point on a proposed or existing roof or eaves to the existing or finished grade (whichever is more restrictive) located directly below said point of the roof or eaves. Within any building footprint, height shall be measured vertically from any point on a proposed or existing roof to the existing grade directly below said point on a proposed or existing roof.

Or

Building height means the distance measured vertically from the existing grade or finished grade (whichever is more restrictive) at any given point outside the building to the top of a flat roof, mansard roof or sloping roof. Within a building, height shall be measured vertically from any point on a flat roof, mansard roof or sloping roof to the existing grade or finished grade directly below said point.



It can be argued that the proposed wording (or the Haymeadow example) is more clear and easier to enforce - and more in line with our community. The up-valley examples could be useful in a scenario where steep hillsides are common and large structures are part of the community character. Those definitions (measuring standards) allow for structures to “step up” a slope as long as any vertical point doesn’t exceed the maximum. Under this example, a building plan’s elevations could portray an overall height that far exceeds the zone district height (without maximum). In addition, a majority of the Town’s development takes place on the valley floor. For projects that would involve a steep hillside, a building height variance could be applied for. Staff is requesting that the Town Council provide

direction to staff on a preferred measurement standard.

PLANNING AND ZONING COMMISSION (P&Z) FEEDBACK

On May 16, 2023, the P&Z Commission met to discuss the LERP, Design Standards, and the definition of Building Height. Feedback from the P&Z Commission will be included in the presentation to Town Council.

COMMUNITY INPUT:

Included as part of the Building Height discussion.

BUDGET / STAFF IMPACT:

N/A

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Nothing particularly associated with the general review of the proposed amended standards.

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff is requesting direction from Council on the draft language.

ATTACHMENTS:

- LERP
- Design Standards
- Public Comment

A. Inclusionary Residential Requirements for Local Employee Residency¹**1. Purpose**

- a. The purpose of this section is to mitigate the impact of market rate housing construction on the limited supply of available land suitable for housing, and to increase the supply of housing that is affordable to a broad range of persons who live and/or work in the Town. In recent years, the cost of housing has increased at a rate much faster than the increases in the earnings of low to moderate income households. This section will prevent the Town's land use regulations applicable to residential development from having the effect of excluding housing that meets the needs of all economic groups within Eagle.
- b. The Town of Eagle is committed to increasing the supply of affordable housing in the community to expand the economic vitality that is derived from having a range of housing types, costs, and household incomes. Eagle will benefit from an enhanced community vibrancy generated by the inclusion of inventory of for-sale housing for the local workforce that earns 140 percent of the Area Median Income (AMI) or less, and rental housing for the local workforce that earns 80 percent or less of the AMI.
- c. The Town recognizes that affordable and local employee housing is a valuable community resource that needs to remain available not only for current residents and employees, but also for those who may come to the area in the future. For this reason, deed restrictions or other methods that assure that prices remain affordable over time are necessary.

2. Applicability

- a. Local affordable and market-rate units available for local employee residences shall be required as a condition of approval for all residential development, including:
 - i. New units,
 - ii. Redevelopment that creates new units in excess of any units that originally existed on the site, and
 - iii. Infill that is either new development or redevelopment.
- b. An applicant shall not avoid the mandatory provision of affordable or local employee units by submitting piecemeal applications or approval requests. Any applicant may submit a development application that intends construction of dwelling units, including applications for preliminary plats, site plans, preliminary development plans, or building permits, for less than the applicable number of dwelling units at any time; but the applicant shall agree in writing that upon the next such application or request, the applicant will comply with this section when the total number of dwelling units at one location has reached the applicable number of dwelling units.
- c. Development that was fully and finally approved prior to the effective date of this section shall only be required to comply with these requirements if an amendment is requested to provide 5 or more additional units in an existing development. When calculating the total number of affordable and local employee units required, the total number of units proposed shall only be the additional units and shall not include the existing units.

¹ Current 4.04.110, revised to include updated AMI goals and bonus density.

3. Exemptions

The following development is exempt from the requirements of this section:

- a. Development of affordable local employee residences that meet the requirements of this section.
- b. Accessory dwelling units.
- c. Development which is exempt by virtue of a vested property right pursuant to a site-specific development plan as defined and established in accordance with C.R.S. § 24-68-103 and Chapter 4.17 prior to the effective date of the ordinance from which this section is derived, or which is otherwise specifically exempt pursuant to an ordinance of the Town.

4. Eligibility

- a. Affordable housing shall be affordable to households with incomes that qualify for the AMI levels established in Section 5.c, below.
- b. Local employee resident shall meet the requirements of the LERP Guidelines related to employment, ownership of other properties, and occupancy.

5. Residential Development Requirements**a. Number of Local Employee Residences Required**

All residential development, approved after the Effective Date, shall set aside the following number of units as local employee residences as defined in this section and the Town's local employee residency requirements and guidelines. In addition, the developer of the project shall construct local employee residences in accordance with the Local Employee Residency Requirements and Guidelines.

Review Questions:

Does the Town want to require: (a) both affordable units and local employee (resident) units, (b) just affordable, or (c) just resident units? The two tables below show what just affordable and affordable + resident might look like.

Based on the answer to question 1, what percentages of the required unit types should be required? And, should the requirements be counted separately or should they be inclusive (e.g., affordable units can also be counted as resident units)?

Should the Town Council have the ability to adjust the percentages on project-by-project basis? If so, is there a limit on the ability to adjust the required affordable housing requirement?

OPTION #1

Affordable Units Required	
Number of Units Proposed	Number of Affordable Units Required
0-4 units	0 units
5-7 units	1 unit
8 units and over	20% of total units

Affordable Units Required	
Number of Units Proposed	Number of Affordable Units Required
[1] If the final calculation of the number of required units includes a fractional unit, if the fraction is 0.5 or higher, the number of units is rounded up to the nearest whole number, and if the fraction is below 0.5 the number of units is rounded down to the nearest whole number.	

OPTION #2

Affordable and Resident Units Required		
Number of Units Proposed	Number of Affordable Units Required	Number of Local Employee Resident Units Required
0-4 units	0 units	0 units
5-7 units	1 unit	1 unit [2]
8 units and over	20% of total units [1]	20% of total units [3]
[1] If the final calculation of the number of required units includes a fractional unit, if the fraction is 0.5 or higher, the number of units is rounded up to the nearest whole number, and if the fraction is below 0.5 the number of units is rounded down to the nearest whole number.		
[2] The required affordable unit can be counted for both affordable and resident uses.		
[3] The required affordable units may not be included in this percentage.		

b. Calculation of Units Proposed

The affordable and local employee housing calculation shall be made with the approval of a preliminary plat, development plan, PUD final plan, or other similar planning approval.

c. Unit Price for Affordable Housing

- i. For sale units shall be affordable to households whose earnings do not exceed 140%² of the AMI.³ The Town may allow income averaging across units as follows.

Review Questions:

Should income averaging be weighted by unit size? Or just collectively, regardless of unit type, average to 140% AMI?

The approach described here, shown in strike through, is intended to allow income averaging by unit type, not by actual purchasers, to make it easier to calculate with project approval. Does the Town prefer this approach or is it not helpful?

(a) Small individual unit, condo or single-family attached (<1,000 sf): 80% AMI

(b) Medium-sized individual unit, condo or single-family attached (1,000 – 2,500 sf): 100% AMI

(c) Large individual unit, condo or single-family attached (> 2,500 sf): 120% AMI

² Prop 123 funding threshold is 120%, discuss with Code Committee.

³ How should the LUDC allow income averaging for units? Does the draft approach work?

(d) Single-family detached unit: 140% AMI

- ii. For rent units shall be affordable to households whose earnings do not exceed 80% of the AMI.

d. Credits for Development of Excess Affordable Housing

i. Award of Credit⁴

(a) By Agreement

At the time of affordable or local employee unit calculation, an applicant may enter into an agreement with the Town that the applicant shall develop more affordable or local employee housing than would otherwise be required under this section.

(b) Certificate of Credit

Provided that such housing is actually developed, and a certificate of occupancy issued, the Town shall award the developer a credit for each unit in excess of the minimum number required.

(c) Exceptions

No credit shall be available for any affordable or local employee housing built on land donated or sold at a significant discount for the purpose of developing affordable housing in satisfaction of this section or any prior affordable housing requirements of the Town; or for any affordable housing receiving any Town-funded or Town-administered assistance whether financial subsidy, tax relief or other credits or incentives from the Town. However, a development's use of a loan from the U.S. Department of Housing and Urban Development shall not disqualify its affordable housing from generating a credit.

ii. Redemption of Credit

Credit may be redeemed to offset an equivalent number of affordable or local employee housing units that would otherwise be required under this section. Credit shall be freely transferable to any other developer, but shall be transferred in a manner acceptable to the Director so as to ensure accurate tracking of the transfer of credits by the Town.⁵ A credit shall expire ten years after it is awarded unless, within that time, the Town executes an agreement with the holder of the credit to apply the credit to a specified development. Before the credit expires, the Director may, upon request, in writing, and for good cause, extend the term of the credit by one additional term of two years.

6. Options to Satisfy Requirement

a. On-Site Construction

- i. On-site affordable or local employee unit construction shall be provided to the maximum extent feasible. The affordable or local employee units shall be provided at the same site as market-rate units.

⁴ Should we separate rental credits from ownership credits, should this just be price related? Should we set a base for credits created by Habitat or LIHTC housing?

⁵ Community Development will create an administrative tracking program.

- ii. Phasing of construction of affordable or local employee units and securities for each phase shall be detailed in a housing development agreement approved by the Town.
- iii. Affordable units must be placed on a fair and equal footing as market-rate units within the governing documents of any homeowners' association or similar entity.

b. Alternative Compliance

At the sole discretion of the Town Council, a project's affordable or local employee housing requirement may be met through alternative compliance in one or a combination of the following ways:

i. Housing Fee in-Lieu

- (a) Applicants for residential developments containing 5 or more units may pay a fee in lieu to the Town for each required affordable or local employee unit. The fee shall be established by Town Council by resolution during annual fee adoptions or at such time as may be determined by Town Council.
- (b) The in-lieu fee shall be paid at the time of site plan approval, but before any subsequent permits are issued. The fee paid shall be the fee in effect at the time of the final site plan for the development.
- (c) Fee in lieu funds shall be used by the Town for the purposes of planning for, subsidizing, acquisition of properties for, or developing affordable or local employee housing in partnership with other organizations and developers whose interest is to provide these housing options.
- (d) The fee in lieu shall be reviewed by the Town annually and, if necessary, a recommendation shall be made to Town Council on whether an adjustment to the fee is warranted in order to meet the purpose of this section.

ii. Off Site Location

- (a) A developer may seek to provide affordable or local employee units within the Town in a different location than the development of the market-rate units.
- (b) The developer shall provide no less quantity of affordable or local employee housing than would have been required on-site.
- (c) The affordable or local employee units may not be located in a low to moderate income area as designated by the U.S. Department of Housing and Urban Development.
- (d) Existing homes may be acquired and deed restricted as affordable or local employee if they are in good repair in the determination of the Director based on an inspection paid for by the developer but commissioned by the Town, carry a warranty of sufficient scope and duration to protect the resident from significant preexisting deficiencies, and are not already burdened by restrictions requiring them to be kept affordable or restrictions similar in effect.
- (e) No preliminary plat, development plan, or PUD preliminary plan shall be executed for the location of the market-rate units until a preliminary plat sufficient to facilitate the development of the affordable or local employee units, and development plan, PUD preliminary plan, if necessary, have been recorded. Phasing and security shall

be governed in the same manner as development of on-site locations. The affordable or local employee housing agreement shall run with the land and shall be recorded against the off-site location.

- (f) Approval of the use of this option does not guarantee approval of any land use application or building permit for the off-site location. The developer risks forfeiture of security if unable to build the off-site units as proposed.

iii. Land Dedication

A developer may seek to provide land to the Town in lieu of the development of affordable units. Dedicated land must meet the following standards:

- (a) All off-site infrastructure necessary or proper for the development of the land as affordable housing either:
 - (i) Must already be in place, and any outstanding obligations paid to neighboring landowners for public infrastructure they installed;
 - (ii) The developer must agree to build the infrastructure within a timeframe that will not delay the development of the affordable housing and the developer may be required to post securities for the infrastructure via a public improvement agreement; or
 - (iii) The land donation must be accompanied with additional compensation to the Town sufficient to construct such infrastructure.
- (b) The land must be able to support at least the quantity of affordable or local employee housing as would be required on-site, without the need for a variance, modification, rezoning, or reliance on any incentive for affordable housing found in this section, such as a density or height bonus. The developer shall submit a concept plan illustrating how it complies.
- (c) The land must not be encumbered in any manner, including, but not limited to, any lien, outstanding tax or fee accrued, or floodplain, hazards/sustainability/wildlife/ which in any way jeopardizes the Town's ability to develop that quantity of housing.
- (d) The land may not be located in a low to moderate income area as designated by the U.S. Department of Housing and Urban Development.
- (e) The land must be dedicated to the Town at the time of execution of the plat or plan allowing the development of the market-rate units.
- (f) The land dedication must be in fee simple and by general warranty deed.

c. Redemption of Credits

A developer may acquire, and redeem credits generated as described in subsection 3 of this section to offset an equivalent quantity of required affordable or local employee housing.

7. Incentives and Adjustments

Review Questions:

The incentives and adjustments identified in this section are intended to allow a developer to offset the cost of creating affordable units through a density bonus that allows the construction of more or larger market-rate units.

Does the Town want to allow a density bonus, and if so, what adjustments (Section 7.c, below) are considered appropriate? Should a density bonus be offered to all projects or just those offering more affordable housing than required?

Does the Town want to provide incentives and adjustments for local employee housing or just affordable housing?

If fee reductions or waivers are offered, should they be at a set amount or decided by Town Council on a project-by-project basis?

a. Applicability

Development projects that require affordable and local employee units may qualify for the following incentives and adjustments when at least 50 percent of the units in the development are affordable. Community Development staff will work with the applicant to identify a combination of incentives and adjustments that will accommodate the development on the site while resulting in the least detrimental impact to the neighborhood and adjoining properties.

b. Incentives

In qualifying developments where affordable units will be constructed on-site, the following incentives shall apply:

i. Fee Reduction

Applications shall receive a development review fee reduction of \$2,500 per unit for required affordable and local employee units, not to exceed 50 percent of the total Community Development fee obligation. This fee reduction shall be applied as a rebate to the total of any fees listed in the Community Development Fee Schedule incurred by a project across all required applications. For example, if a final plat and site plan are required, the rebate would be applied to the combined total fees of those two procedures. The rebate would be provided at the time a certificate of occupancy is released for all on-site affordable units required for that particular phase of development.

ii. Projects with All Affordable Units

If the proposed development is for construction of all affordable units, a developer may propose alternative adjustments to any numerical bulk or height standard required by the zoning district provided the resulting development complies with the overall purpose of the district and the objectives of this section. Approval of these adjustments are at the discretion of the Town Council and must be approved by the Town Council before the initial approval of the development.

c. Adjustments

Community Development staff may apply any combination of the following adjustments to accommodate the inclusion of affordable housing units:

- i. Minimum setbacks or lot widths may be adjusted by up to 20 percent;

- ii. Maximum lot coverage may be increased by up to 20 percent;
- iii. **Minimum lot size may be reduced by 20 percent;**
- iv. Maximum height may be increased:
 - (a) Original residential zoning district limit of 35 feet may be increased to 40 feet;
 - (b) Height in mixed-use or nonresidential districts may be increased by 1 story, not to exceed an additional 15 feet⁶ above the original maximum height when facing Broadway or in the CMU-2 zone district;
- v. The required off-street parking spaces may be reduced to 1.5 spaces per dwelling unit,
- vi. ⁷If a public park or open space are located within 1,320 feet and safely accessible to the development site, any required open space dedication may be reduced by 50%, and⁸
- vii. A residential structure with one additional unit per affordable unit to the maximum units permitted per lot per Table 4.09-1, or one additional unit to the average of the surrounding, adjoining lots may be added. For example, where a single-family detached unit is allowed, a duplex may be allowed.⁹

8. Character of Local Employee Residences

Affordable and local employee residences shall be a mix of unit types and sizes on site that are distributed throughout the proposed development, to the extent possible. The proposed character and density of affordable and local employee residences shall be compatible with the surrounding land uses and neighborhood character, and suitable for the proposed site. Development and construction of affordable and local employee residences shall comply with all other requirements of this Code.

9. Schedule for Construction of Local Employee Residences

A developer shall construct the required affordable or local employee residences prior to, or concurrently and proportionally with, the production of market rate housing or the sale of market rate lots. Prior to receiving development approval, the developer shall provide the Town with a proposed construction schedule for approval by the Town that clearly delineates the start and completion dates of the production of market rate units and/or the sale of market rate lots and the construction of affordable or local employee residences in accordance with the Town's local employee residency requirements and guidelines.

⁶ Is this enough extra height?

⁷ This adjustment should also be removed from the parking table if it is removed here.

⁸ For discussion in terms of impact on open spaces, parks, and trails?

⁹ This is a true density bonus, for discussion.

10. Deed Restrictions

All affordable and local employee residences required by this section shall be deed restricted, in accordance with the requirements of the Local Employee Residency Requirements and Guidelines, and as approved by the Town Attorney, as to rental or ownership and occupancy by persons and as to the resale price of the unit. The deed restriction shall be provided to the developer for review at the time of approval of the developer's local employee residency plan. Prior to the issuance of any building permit within the development, the Town shall have an approved, executed, and recorded deed restriction for all affordable and local employee residence lots or units in the project or phase of the project, if applicable. The deed restrictions shall not be subject to any recorded liens or encumbrances.

11. Local Employee Residency Plan

- a. All applications for approval of residential projects that are required to comply with this section shall be accompanied by an affordable and local employee residency plan, unless otherwise determined by the Director. The plan shall contain sufficient information to allow the Town to determine the plan's compliance with this section and the Town's affordable and local employee residency requirements and guidelines. The affordable and local employee residency plan shall include, but shall not be limited to, the information specifically required by the Town's Local Employee Residency Requirements and Guidelines.
- b. Upon receipt of a complete proposed affordable and local employee residency plan, the Director shall evaluate the plan for compliance with this section and the Town's Local Employee Residency Requirements and Guidelines. The Director may make a recommendation of approval, recommendation of approval with appropriate conditions, or a recommendation of denial. Following receipt of the Director's recommendation, and as a part of the Town's procedures for review and final approval of the application, the reviewing body may decide on the plan.

Chapter 4.10 Site Layout and Structure Design Standards

4.10.010 PURPOSE

This chapter includes standards that regulate the physical layout and design of development within the Town to ensure the protection of the health, welfare, safety, and quality of life. These standards address the physical relationship between structures in the same development as well as development and adjacent properties, public streets, neighborhoods, and the natural environment, in order to implement the comprehensive plan vision for a more attractive, efficient, and livable community.

4.10.020 APPLICABILITY

- A. This standards in this chapter are organized into categories by development type, with Section 4.10.030 applicable to multiple development types:
 1. Section [4.10.030](#), Standards Applicable to All Sites and Structures
 2. Section [4.10.040](#), Residential Structure and Site Design Standards
 3. Section [4.10.050](#), Mixed-Use and Commercial Structure and Site Design Standards
 4. Section [4.10.060](#), Industrial Structure and Site Design Standards
- B. Within these categories there may be standards that are also applicable to specific geographic areas, such as the Broadway District, Grand Avenue, or specific development types, such as Large Format Retail.

4.10.030 STANDARDS APPLICABLE TO ALL STRUCTURES AND SITES

A. Design Intent, Character and Goals

The intent of these standards is to preserve and protect property values by creating, supporting, and reinforcing the Town's vision of elevating Eagle's inclusive culture, unique character, adventurous lifestyle, relationship with the environment, and connections.

The Town's design character is expressed through the adopted comprehensive plan and supporting plans. Eagle has different character areas, including Downtown and surrounding neighborhoods, Eagle Ranch, Chambers Avenue Area, Grand Avenue Corridor, East Eagle, West Eagle, Brush Creek, and the Eagle River Corridor. Each character area has specific existing and/or proposed design patterns and style.

New development, redevelopment, and infill development shall meet the requirements of this Code in keeping with adopted plans, neighborhood character, and where applicable in keeping with the context of existing and surrounding historic structures. Structure and site design decisions shall be guided by the following general design goals:

1. Enhance the Vibrancy and Viability of Downtown;

2. Reinforce Broadway Street as the Heart of the Community, from the Eagle River to Town Park;
3. Celebrate the Town's Unique Small-Town Character;
4. Connect Eagle's Unique Neighborhoods Physically and Visually Through a Walkable and Trail-Oriented Environment with High Quality Wayfinding; and
5. Maintain and Improve the Appearance of Eagle by Establishing and Reinforcing the Town's Identity and Sense of Place.

Additional guidance about the general design goals is provided in the comprehensive plan.

B. Building Materials

1. Permitted Façade Materials

- a. Building materials shall be selected for their appearance and ability to withstand the Town's variable mountain climate. Materials with demonstrated durability include, but are not limited to:
 - i. Wood and log,
 - ii. Stone, including sandstone, river rock, and moss rock;
 - iii. Segmented horizontal or vertical siding and cementitious siding
 - iv. Brick masonry and dimensional cut stone, and
 - v. Cast concrete manufactured to simulate natural materials.
 - vi. Split-face concrete block is allowed for mixed-use and nonresidential structures.
- b. Additional materials with similar durability may be approved by the Director. Less durable materials not included on this list, may be approved by the Director as secondary materials.

2. Prohibited Façade Materials

The following materials are prohibited unless otherwise specified in a specific section:

- a. Concrete block,
- b. Modular panel materials, such as Texture 111 and ribbed sheet metal.

C. Roofs, Eaves, and Parapets

1. Roofs, eaves, and parapets shall be designed to withstand the Town's variable mountain climate by utilizing appropriate pitch, drainage, and materials. Where the Town is uncertain of the durability of a material, the Director may request applicable quality, maintenance, and durability information as shown by the manufacturer's specifications and industry studies.
2. Permitted roofing materials are:
 - a. Tile;
 - b. Slate and equivalent synthetic materials or better;
 - c. Metal, shingle or standing seam, equivalent or better;
 - d. Dimensional architectural grade composition shingles;
 - e. Class A asphalt shingles;

4.10.030. Standards Applicable to All Structures and Sites

Chapter 4.10 Site Layout and Structure Design Standards

D. Color and Reflectivity

- f. Fire resistant treated wood shingles;
 - g. Other materials of equivalent durability as approved by the Director.
3. Additional permitted materials that may be used where specified include:
- a. Cornices and soffits may be comprised of wood or metal.
 - b. Gutters and downspouts may be vinyl and/or metal.
 - c. Parapet wall materials, exclusive of copings, cornices, or other design accents, shall match the building wall.

D. Color and Reflectivity

1. Permitted materials shall meet the appropriate following color requirements:
 - a. Façade colors shall be subtle, neutral, or earth tone colors. The Director may approve brighter colors for as appropriate for residential structures with Victorian-era design.
 - i. The use of very bright, high intensity colors or fluorescent colors is prohibited.
 - ii. Darker colors are permitted for roofs and may be used as an accent for up to 20 percent of a façade.
 - b. Building trim and accent areas may feature brighter, complementing colors, including primary colors.
 - c. Metal roof colors shall be muted.
2. All façade and roof materials shall have low reflectivity.

E. Figure 10-A: Open fence requirementCirculation and Parking Location

1. Sidewalks shall be provided on both sides of all public and private streets.
2. A hierarchy of circulation in developments with multiple structures shall be designed to lead vehicles, pedestrians, and bicyclists safely from external public streets to internal private streets, drives, or walkways and then to outdoor spaces, parking areas, and entrances.
3. Circulation shall be designed to ensure safety for non-vehicular travel by minimizing crossing interaction between pedestrian/bicycle ways and vehicular traffic.
4. Pedestrian and bicycle sidewalk, multiuse path, or trail linkages shall be made between a project and existing or planned off-site amenities such as trails or open space. Where possible, linkages shall be designed to provide public view of the off-site amenity.

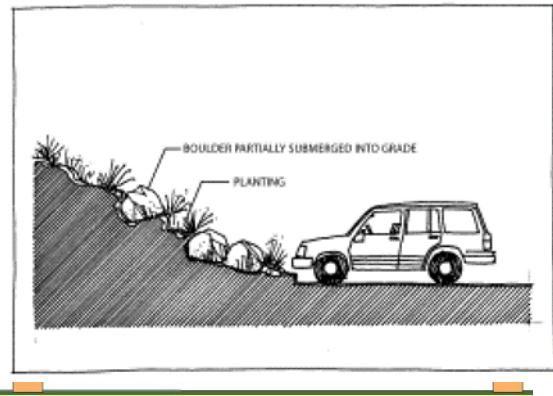


Figure 10-A: Open fence requirement

4.10.040. Residential Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

A. Standards for Residential Development

5. The project shall be designed to minimize negative vehicle traffic impacts on local streets and to surrounding uses.

4.10.040 RESIDENTIAL STRUCTURE AND SITE DESIGN STANDARDS⁴⁸**A. Standards for Residential Development**

Residential development shall meet the requirements of Section 4.10.030 and following sections as applicable.

1. Applicability

- a. This section applies to:
 - i. Development of any structure that will contain only residential uses, including single-family detached dwellings, two-family dwellings, townhouse dwellings, and multi-family dwellings; and
 - ii. Structures that are exclusively residential and are included as part of a multi-building mixed-use development.
- b. The following development is exempt from this section:
 - i. Development of any structure that will contain a mix of nonresidential and residential uses, which shall comply with Section 4.10.050, Mixed-Use and Commercial Structure and Site Design Standards;
 - ii. Subdivision or condominiumization of existing structures; and
 - iii. Accessory dwelling units, which shall comply with Section 4.09.120D.

2. Building Orientation

Single-family and duplex structure development on infill lots or new lots within an existing neighborhood shall comply with the following:

- a. The orientation of the primary entrance and façade of the dwelling shall be consistent with the established pattern along the block face.
- b. No residential structure shall be sited diagonally or otherwise skewed on the lot.

3. Fire Protection⁴⁹

- a. New residential structures located more than three driving miles from the nearest actual or to be constructed fire station, shall be constructed with built-in, automatic fire protection systems.
- b. Sellers of new residential structures located more than five driving miles from the nearest actual or to be constructed fire station, shall provide to all prospective buyers a statement that the property is considered not to have any fire protection other than built-in protection for insurance purposes. The developer and the Greater Eagle Fire Protection District shall mutually agree upon the contents and final form of statement, which shall be recorded in the

⁴⁸ This new section is intended to set modest design standards for residential construction, primarily focused on the relationship between new construction or redevelopment and surrounding neighborhoods.

⁴⁹ Current 4.13.040; wildfire standards were moved to 4.11.050. This section may be removed if it is addressed through the Fire Code.

4.10.040. Residential Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

B. Attached and Multifamily Sites and Structures

records of the County Clerk and Recorder with the closing documents for the subject property at the time of sale.

4. Common Open Space

All development containing [x] or more residential dwelling units shall comply with the standards in Section<>, Open Space.

B. Attached and Multifamily Sites and Structures**1. Applicability**

This section is applicable to single-family attached structures with three or more units and to multifamily structures.

2. Exterior Appearance Standards⁵⁰

a. The residential scale and character of a project shall be emphasized. In larger projects, the identity of the individual units shall be evident in the elevation. Box-like forms that are not relieved by massing or articulation of façades are prohibited.



Figure 10-B: Façade articulation example

b. The following elements shall be used to provide relief and contrast in the facade and delineate individual units as illustrated in Figure 10-B: Façade articulation example. A minimum of three elements shall be incorporated in single-family attached structures and a minimum of five elements shall be incorporated in multifamily structures:

- i. Balconies,
- ii. Overhangs,
- iii. Covered patios,
- iv. Prominent entry features,
- v. Windows,
- vi. Door openings,
- vii. Distinct variations in color (not a slight variation of a similar hue, such as beige or pastel),
- viii. Variations in materials,
- ix. Variations in building height,
- x. Variation in roof form,
- xi. Dormers,

⁵⁰ These graphics will be labeled to reflect the listed design requirements.

4.10.040. Residential Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards B. Attached and Multifamily Sites and Structures

- xii. Projected or recessed building walls, or
- xiii. Another architectural feature as approved by the Director.
- c. A minimum of two of the elements listed above shall be used on non-façade walls that are publicly visible to complement the front façade and provides visual interest.
- d. When building elements such as decks and chimneys are repeated, some alterations to details of those elements such as varying orientation shall be used within the context of the overall design to provide interest and avoid monotonous repetition.
- e. The individuality and privacy of units shall be emphasized through the use of identifiable private or semi-private entries.
- f. Entries and stairwells shall be an integral part of the building design. Exterior stairwells shall be protected from the weather and partially screening or designed with architectural treatments that are integrated into the overall building elevation. Catwalks or long corridors lined with entrances to units are prohibited.
- g. Roof lines of greater than 50 linear feet shall be varied by providing different heights or varying roof orientations as illustrated in Figure 10-C: Roof line change example.
- i. Roof forms shall be visually associated with underlying building mass units.
- ii. Parapet walls shall be interrupted by setbacks or varying heights to provide variety to the roof line.



Figure 10-C: Roof line change example

3. Multi-Building Developments

Multifamily developments with more than three residential buildings shall incorporate more than one distinction among building designs. Distinct building designs shall be easily distinguished through a minimum of two of the following:

- a. A variation in length of 30 percent or more;
- b. A variation in the footprint of the building of 30 percent or more;
- c. A distinct variation in color and use of materials;
- d. A variation in the type of dwelling unit contained in the building that results in a significantly different scale and mass (i.e., apartments vs. townhomes or duplexes); and/or
- e. A distinct variation in building height and roof form.

4. Building Materials

- a. No more than 75% of a building façade or other wall facing a public street shall be comprised of a single façade material. The remaining 25% of the façade shall incorporate a different material.
- b. Exterior Insulation and Finish Systems (EIFS) shall not be utilized in high-traffic areas, such as at primary building entrances, where it may be easily damaged.

4.10.040. Residential Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

B. Attached and Multifamily Sites and Structures

- c. Stronger and heavier materials such as masonry shall be located below lighter materials such as wood. Stone or masonry shall be used to delineate the building foundation.

5. Walls

- a. Patio walls and fences shall be an integral part of building design and shall match or be complementary to the main building materials.
- b. Exterior perimeter walls of a project, including retention walls, facing public streets shall be compatible with the main building materials.

6. Accessory Structures

- a. Non-dwelling structures, such as car ports and storage units, shall be designed with similar details, materials, and design elements as the principal structure.
- b. Bulk storage shall be provided as follows:
 - i. A minimum of one cubic foot of storage for each 3 square feet of gross area of the dwelling unit shall be provided for each unit not including areas for bedroom closets, kitchen cabinets, and food storage areas.
 - ii. Bulk storage areas intended for storage of materials other than food and clothing, such as tools, bicycles, ski equipment, etc. shall be designed for this purpose. Bulk storage areas shall be separate from water heaters or other types of mechanical or electrical equipment.
 - iii. Exterior or detached bulk storage areas shall be designed as an integral part of the project. Bulk storage areas shall be incorporated into garages, car ports, and screening walls, using materials and details similar to those of the dwelling unit to achieve an integrated appearance.
 - iv. The provision of additional storage beyond these minimum requirements is encouraged.

7. Private Outdoor Space

- a. In addition to complying with the standards in Section <>, Open Space, private outdoor space shall be provided in compliance with this section unless the site is located within 500 feet of an improved public park, plaza, or other open space and are connected by a continuous sidewalk meeting the design standards of the Americans with Disabilities Act.

4.10.040. Residential Structure and Site Design Standards**Chapter 4.10 Site Layout and Structure Design Standards B. Attached and Multifamily Sites and Structures**

- b. Private outdoor space may be provided as the usable floor area of any patio, porch, balcony, deck, or enclosed yard accessible directly from a dwelling unit that is for the exclusive private use by the residents.



Figure 10-D: Example of front yard private outdoor space.

c. Requirements

Private outdoor space shall be provided according to the following:

i. First-Floor Units

- (a) For units located on the first floor, the minimum size of private outdoor space shall be 80 square feet or ten percent of the gross floor area of the unit, whichever is larger. The minimum dimension of such space shall be eight feet and may include lot area within a required setback but shall not include required landscaping areas.
- (b) Porches and entry patios that serve one dwelling may be considered private outdoor areas. However, any area necessary for walkways from outside the private outdoor area to the entrance of the dwelling unit shall be excluded from the calculation of the private outdoor space. Walkways shall be assumed to be three feet in width.

ii. Units Above First Floor

For units located above the first floor, the minimum size of private outdoor space shall be 80 square feet or ten percent of the “livable” floor area of the unit, whichever is larger. Private outdoor space may be provided as follows:

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

A. Applicability

- (a) Up to 100 percent of the required private outdoor space may be provided as common yard space. This space shall have a minimum dimension of 15 feet and may include lot area within a required setback but shall not include required landscaping areas.
- (b) Up to 50 percent of the total required private outdoor space may be provided as balconies that serve individual dwelling units and that are not be accessed from the ground by stairways. The minimum dimension of a balcony shall be eight feet.
- (c) Up to 25 percent of the total required private outdoor space may be provided as a rooftop deck. The minimum dimension of the deck shall be 10 feet.

iii. Design of Private Outdoor Spaces

Private outdoor spaces shall be designed as an extension of the living unit. Its location and relationship to interior spaces shall be given consideration to ensure that the outdoor space is both accessible and functional.

iv. Substitution for Infill⁵¹ Development Projects

Where an infill development site is configured or sized so as to not permit the provision of private common open space to meet the standards of this section, the Director may allow the substitution of developed sidewalk areas or streetscape, including:

- (a) Public plazas or fountains;
- (b) Tree wells or landscaping such as shrubs, live groundcover, planters, and hardscape (e.g., decorative fencing, arbors, patterned paving);
- (c) Street furnishings, including but not limited to waste receptacles, bicycle racks, drinking fountains, or
- (d) Features consistent with surrounding development or an adopted sub area plan.

4.10.050 MIXED-USE AND COMMERCIAL STRUCTURE AND SITE DESIGN STANDARDS⁵²**A. Applicability**

The standards in this section are applicable to all new structures, structural additions, and exterior renovations.

B. Generally Applicable Design Standards

The requirements of Section 4.10.030 apply to mixed-use and commercial development in addition to the following:

1. Site Layout**a. Building Location**

⁵¹ Infill Development definition: The process or development of vacant or under-utilized parcels within existing municipal areas that are already largely developed.

⁵² Based on current 4.07.040. Some current standards were incorporated in the updated zone district dimensional tables. Parking and landscaping requirements have been moved to the parking and landscaping sections.

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

B. Generally Applicable Design Standards

Within developments that have three or more buildings, buildings shall be arranged and grouped using one or more of the following techniques (illustrated in **Error! Reference source not found.**):

- i. Frame the corner of an adjacent street intersection or entry point to the development;
- ii. Frame and enclose parking areas on at least two sides;
- iii. Frame and enclose outdoor dining and/or outdoor gathering spaces between buildings;
or
- iv. On sites of 15 acres or more, frame and enclose a “main street” pedestrian and/or vehicle access corridor within the development.

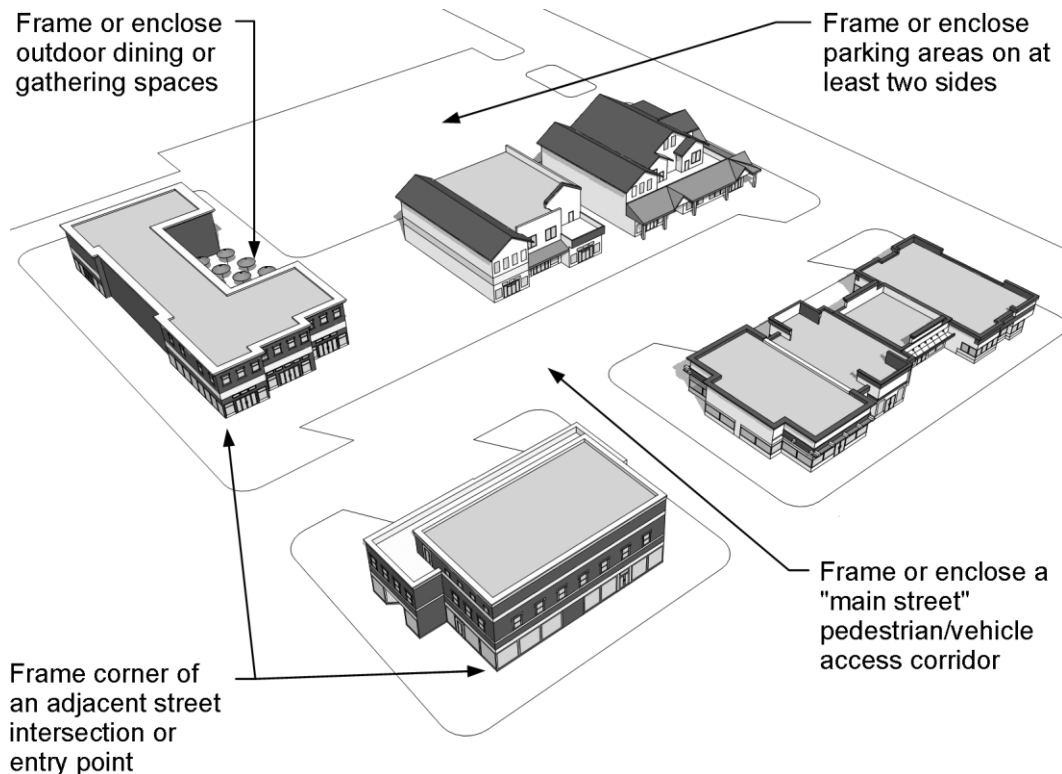


Figure 10-E Multi-Building Development

b. Building Orientation

- i. The building façade shall face the same public right-of-way as adjacent structures unless instructed otherwise in the zone district or applicable Town plan.
- ii. The facade containing the primary entry way shall parallel the street. Building entrances shall be visible and accessible from the pedestrian right-of-way along the building's primary street.
- iii. Structures with frontage on I-70 shall have an internal orientation, rather than a highway orientation. Entryways shall face towards the internal road system. The Director may allow a highway orientation where site conditions make it difficult to achieve an internal orientation.

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

B. Generally Applicable Design Standards

-
- iv. Mixed-use or residential structures adjacent to low density residential zone districts shall comply with the following standards:
 - (a) Service and utility entrances, mechanical support facilities, and unimproved building “back sides” shall not be located within public view of neighboring residences.
 - (b) Service and utility courts or alleys may contain these necessary support functions.
 - c. **Mechanical**
 - i. Underground utility connection is required unless otherwise provided by the Building Official.
 - ii. Where the connection meets the building, risers, utility meters, panel boxes, or similar, are encouraged to be covered with the same or compatible material as the siding material unless expressly prohibited by utility company regulations.
 - d. **Sidewalks and Furnishings**⁵³
 - i. Sidewalks shall be constructed on both sides of the street in all mixed-use and commercial zones.
 - (a) In areas where traditionally there has been a zero-foot setback, sidewalks shall have an integral curb and gutter.
 - (b) In areas where it is customary to have a tree lawn or planting strip between the sidewalk and property line (ROW?), the sidewalk shall be detached from the curb and gutter.
 - (c) Sidewalk should be set back from the back of curb five feet minimum, aligning and connecting to existing sidewalks. Sidewalk material shall be concrete or concrete unit pavers.
 - ii. In areas where the sidewalk is adjacent to the building, planters and/or window boxes should be installed and maintained at the expense of the property owner. Planters shall not impede movement along the sidewalk.

⁵³ This section is subject to further review by Public Works.

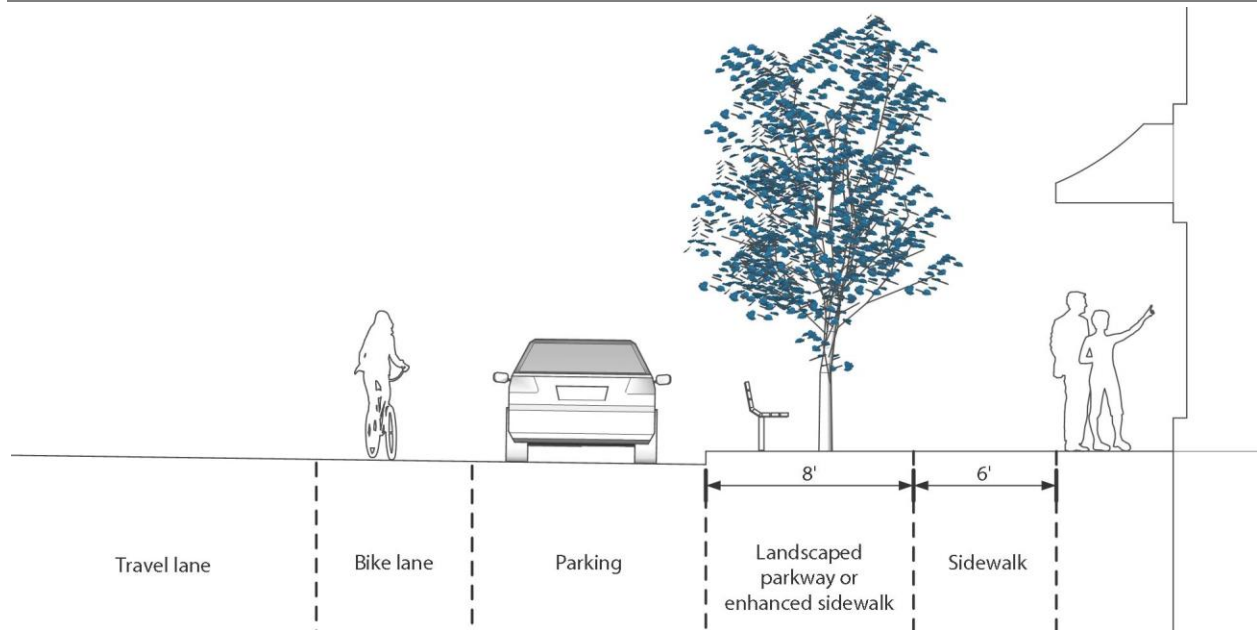


Figure 10-F: Sidewalk Design

e. Parking Location

- i. No more than 50 percent of all required parking may be located in between the property line abutting the public right-of-way and the building façade. Where a smaller percentage is specified in these standards, that percentage shall govern.
- ii. The remaining parking stalls shall be located to the sides or rear of the proposed building.
- iii. No more than two double-loaded rows of parking are permitted abutting the I-70 right-of-way. Parking areas shall be screened from view from I-70 with opaque landscape screening.

2. Building Mass and Form

a. Horizontal Façade Articulation

Buildings shall be designed to reduce apparent mass by dividing facades into a series of smaller components. No individual component shall have a length of more than 60 feet, measured horizontally. Components shall be distinguished from one another through two or more of the following, as illustrated in Figure 10-G: Horizontal Articulation:

- i. Variations in roof form or variations in roof height of two feet or more;
- ii. Changes in wall plane of 12 inches or more;
- iii. Variations in the arrangement and recessing of windows or doors; or
- iv. Ground-floor pedestrian-oriented design features along no less than 60 percent of the horizontal length of the segment. Pedestrian-oriented design features may include arcades, display windows, entryways, awnings, or other features. Shaded sidewalks that are part of the building design may be credited toward this standard.

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

B. Generally Applicable Design Standards

- v. Structures on corner lots shall have similar façade design on both streets that they face.

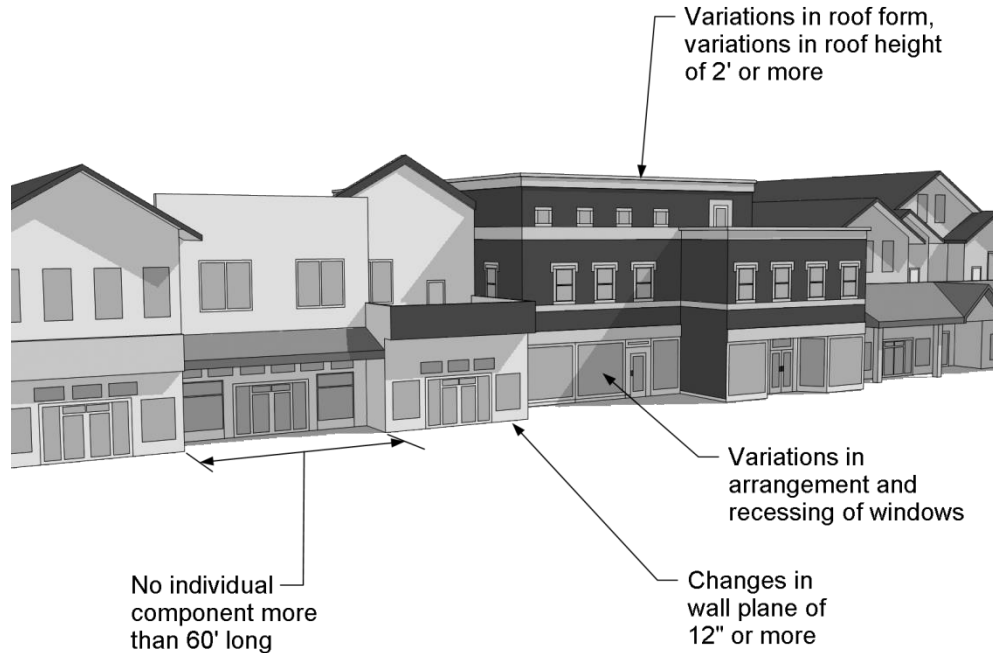


Figure 10-G: Horizontal Articulation

b. Vertical Façade Articulation

- i. Buildings shall be designed to reduce apparent mass by including a clearly identifiable base, body, and top, with horizontal elements separating these components.
- ii. The component described as the body shall constitute a minimum of 50 percent of the total building height.

c. Primary Building Entrance Design

Buildings shall feature visually prominent primary building entrances. Unless otherwise provided in this Code, buildings shall incorporate a combination of two or more of the following techniques:

- i. Canopy, portico, archway, arcade, or similar projection that provides architectural interest and protection for pedestrians;
- ii. Prominent tower, dome, or spire;
- iii. Peaked roof;
- iv. Projecting or recessed entry;
- v. Outdoor features, such as seat walls, landscaping with seasonal color, or permanent landscape planters with integrated benches; or
- vi. Other comparable techniques approved by the Director.

d. Roof Design

- i. Minimum roof pitch is 3:12.
- ii. Mansard roofs are prohibited.
- iii. Flat roofs are permitted provided that no mechanical equipment is visible from public rights-of-way and the roof shall be designed in keeping with the Town's design intent in Section <>. All flat roofs shall have a surrounding parapet wall.

e. Loading Docks and Service Areas

- i. Loading docks and service areas shall be located to the side or rear of building unless the building abuts the I-70 corridor.
- ii. If the parcel abuts the I-70 corridor, all services and loading areas shall be located behind an eight-foot high wall or screened.

C. Location Specific Standards

In addition to the standards in Section 4.10.030 and 4.10.050B, the following standards shall apply in specific zone districts or geographic areas.

1. Broadway District

The overriding vision for Broadway is to enhance the Town and to create a vibrant business district based on traditional western slope architecture. Broadway deserves special attention and more specific guidelines than other areas of Town.

a. Design Intent

The buildings of the Broadway District shall be permanent in character and referential to the business districts of traditional western slope communities. Historic Downtown districts found in Telluride, Crested Butte, Breckenridge, Ouray, Salida, Leadville, Montrose, Glenwood Springs, Carbondale, and similar Towns are all examples of the styles of architecture, design, building massing, and scale that must be considered when designing buildings for the Broadway District in Eagle. These communities vary from traditional mining towns to rural agricultural villages and Eagle's history comes from these same traditions of mining and rural agriculture. The buildings in the Broadway District shall be designed with these precedents in mind, however buildings are not tied to a strict period replication.

b. Street Level Orientation and Design:

- i. Street level storefronts shall be emphasized through the use of architectural or design elements, as described in this section.
- ii. Relation to human scale shall be considered in the design of street level facades and spaces.
- iii. The first floor shall be placed at ground level and buildings shall be a maximum of four (4) stories in height. For buildings that choose to incorporate a fourth story, the fourth floor shall step back from the front façade (or façades on a corner lot) by a minimum of 5-ft .
- iv. Buildings that have a front setback of at least 15 feet, shall design the space between the right-of-way and the front of the building for landscaping, as hardscaped patio spaces, or a combination of both. Buildings that choose a ground floor setback may incorporate and second and third floor overhang up to the front lot line.

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

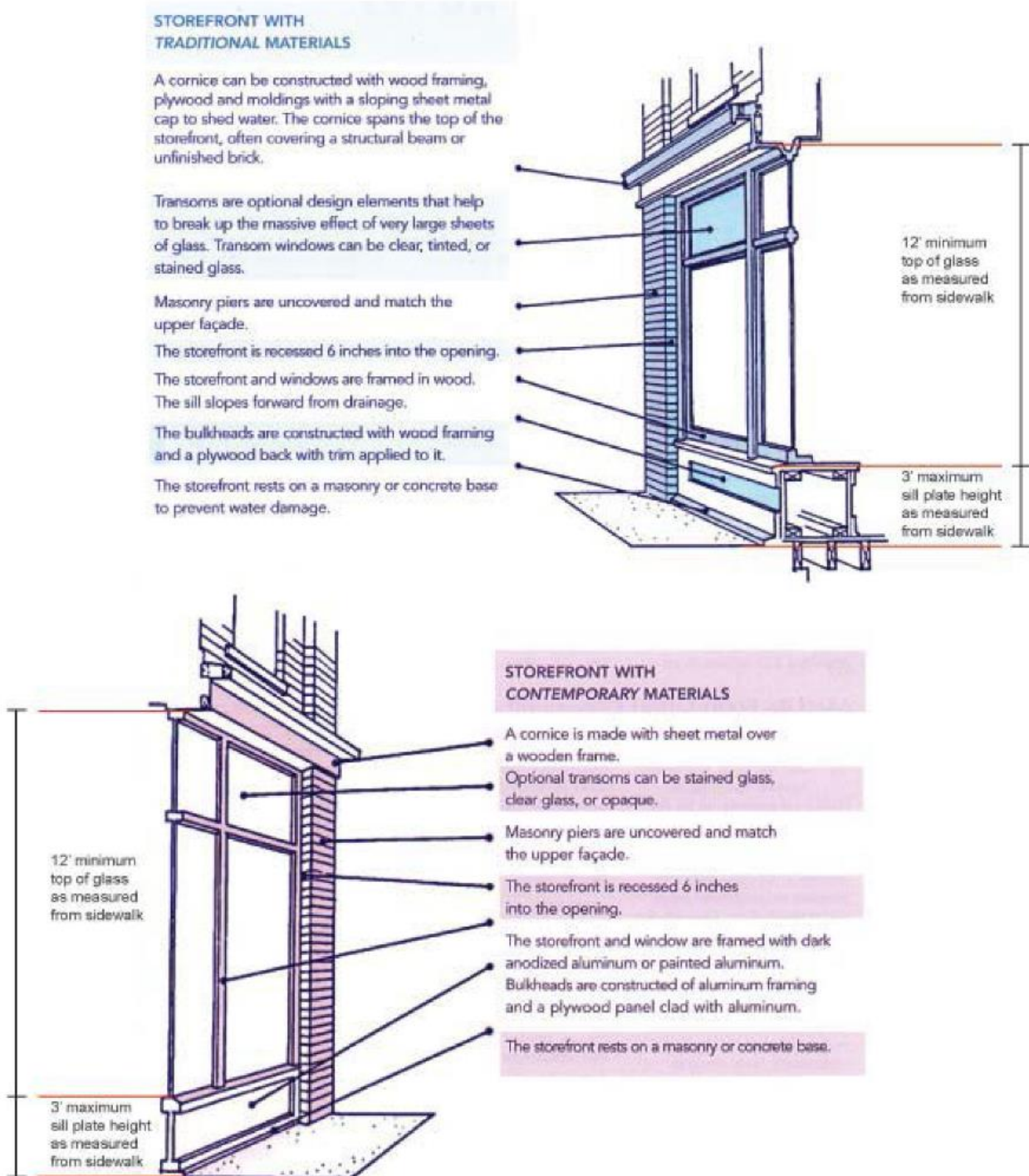
C. Location Specific Standards

- (a) Hardscaped areas. Hardscaping materials are not required to be the same as those found in the Broadway streetscape, but must be complementary to what is found on Broadway.
- (b) Landscaped areas. Landscaping shall integrate with landscaping found along the Broadway streetscape and applicants are required to describe how their proposed landscaping is native, will be maintained and integrates with the existing street landscaping. Appropriate mature heights of ornamentals and shrubs shall not exceed 4-ft in height. Planting materials may include annuals, perennials, grasses, small ornamental trees or shrubs that flower, have colorful winter bark or showy fruits. Plantings shall be kept to designated planting areas and applicants shall provide a landscape plan for any proposed landscaping in the Broadway District (planting pots typically do not require a landscape plan). Turf is permitted, however, applicants must show how the turf is to be maintained. Hardscaped paths are required through any turf areas from the property line to the building entry door.
- (c) Fencing in the Broadway District. Any proposed fencing in the Broadway District shall be no taller than 3-ft and shall be constructed with durable materials that complement the primary façade material on the existing or proposed building. Chainlink and vinyl are not permitted fencing materials in the Broadway District.
- v. Storefront windows shall extend from the sidewalk to a height of at least 12 feet. Transom windows may be included in the minimum window height calculation.
- vi. The sill plate of a retail display window may begin at the sidewalk level and shall be no higher than three feet above the sidewalk elevation. The window base need not match the building material but may include any permitted building materials. (Figures 13, 14)

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

C. Location Specific Standards



- vii. Storefront windows may be set parallel to the curb or storefront windows and entries may be articulated by creating areas of indentation. (Figure 14)

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

C. Location Specific Standards

- viii. Windows on the second and third floors will be shorter in height than those occurring at ground level due to the smaller floor-to-ceiling heights. These window units shall be vertical in proportion. Windows on the second and third floors shall be arranged so as to reflect the composition of windows at the first floor.



- ix. Passages and entries to the second level shall be distinguished architecturally. Passages that lead to a rear parking area must be clearly signed. The architectural elements are required to distinguish these passages or entries.
- x. Door swings into the right-of-way are prohibited. Commercial and/or residential entryways may be indented so as not to swing into the right-of-way. (Figure 15)



- xi. Corner entrances are encouraged where they are possible. They have the advantage of addressing two streets and an intersection, resulting in a unique degree of visibility for those businesses that create them. They also contribute more animation to the district as a whole. (Figure 16)

c. Architectural Detail

- i. Roofs shall either be flat with parapet walls, gabled, cross-gabled, gambrel or a combination thereof and must include architectural elements and details to enhance the west slope design style of this area. Roof, cornice and parapet forms provide interest, scale, richness and height variations to buildings. (Figures 17,18)
- ii. Parapet walls may exceed the height limit of the district by not more than 30% beyond the highest point of the building. Parapet walls may be used as a design detail and/or to screen roof mounted appurtenances and/or roof entertainment areas from views of public rights of ways.



- iii. Cornices treatments shall be used on street facing facades to visually terminate the top of the building. Additional roofline architectural details similar to those shown in Figures 17, 18 above may be incorporated.
- iv. Front and corner building facades shall incorporate at least one of the following architectural design characteristics into the building design:
 - (a) Chamfered corner entrance.
 - (b) Façade articulation.
 - (c) Entrance door setback.
 - (d) Cornice details.
 - (e) Architectural/designed roof element.
 - (f) Parapet wall element.
- v. Exterior facade material along the side of the building must match the exterior facade material found on the front of the building for a length of at least 15 feet from the ground level to the height of the roof along any interior lot lines. See Figure 10-HFigure 10.5C.
- vi. Building materials used in the Broadway District are slightly more restrictive to those in other areas of Town. For exterior renovations and for new projects, development must incorporate a primary façade material that shall cover at least 75% of the building façade. Acceptable primary materials are as follows :
 - (a) Brick.
 - (b) Stone or hand-chiseled stone.
 - (c) Wood or composite wood siding (either a horizontal or board and batten layout is permitted).
- vii. Acceptable accent materials are as follows :
 - (a) Brick.
 - (b) Stone or hand-chiseled stone.
 - (c) Moss rock or river rock.
 - (d) Wood or composite wood siding.
 - (e) Metal.
 - (f) Materials typically used for architectural detail work.

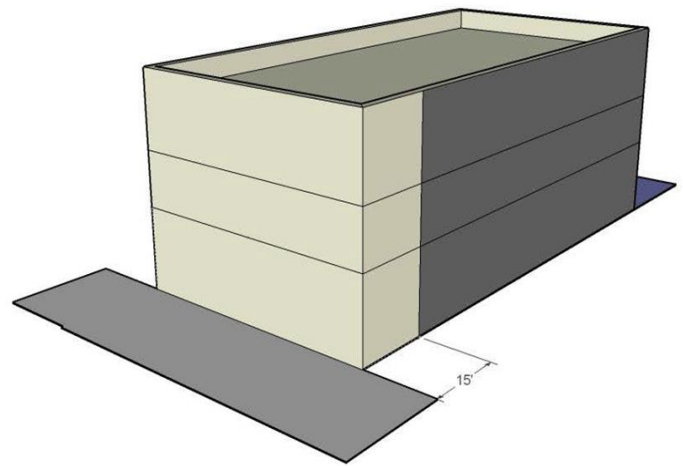


Figure 10-H: Exterior façade material wrapping

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

C. Location Specific Standards

-
- viii. When brick or stone is used as a primary façade material, variation in the detailing of the brick or stone to cast shadow lines is required. See Figure 19.
 - ix. Color. A wide range of colors are permitted in the Broadway District. Neon or fluorescent colors are not permitted. Colors shall be documented in application materials and must be in keeping with those typically seen in western slope mountain town business districts. Color changes for existing buildings require a minimal administrative review by the Director and shall be a documented color used in a western slope mountain town business district.
- d. Corner Lots:**
- i. Buildings that have two-street frontages are required to match the exterior façade materials along both street frontages. Figure 20.
 - ii. Buildings shall present their front facades to the street that they face. Buildings on corner lots shall face and address both street frontages, as shown in Figure 20.
 - iii. Buildings with two street frontages may choose to incorporate corner treatments. Corner treatments shall be used to provide architectural prominence to the building and shall be in scale with the building. Corner treatments may exceed the height limit of the district by not more than 30% beyond the highest point of the building. Figure 20.
- e. Other Requirements of the Broadway District .**
- i. Art. Temporary art displays are permitted along the Broadway Streetscape with the permission of the Town Manager. Building art may be permitted on a case-by-case basis with the permission of the Director and requires a mockup of the proposed design and colors to be utilized. Any art displays utilized during special events are permitted as part of the special event permit.
 - ii. Plants. Potted plants are permitted on Town Property at entryways or on private property, provided that they do not impede the flow of pedestrian traffic and if on public property are removed (by the property owner/tenant) from November 1st through April 15th and during snow events to accommodate snow removal.
 - iii. Lighting. Downcast, opaquely shielded, lighting is permitted on building facades in conformance with Chapter 4.13 Outdoor Lighting. Private string lighting in the Broadway District is not permitted.
 - iv. Seating. Benches are provided by the Town along the Broadway streetscape. If a property owner/tenant desires to add additional seating along the sidewalk, two small tables and chairs shall be permitted providing ADA (Americans with Disabilities Act) requirements are met. The maximum diameter and height of tables shall be 30-in. These permitted tables and chairs shall not impede the flow of pedestrian traffic along the sidewalk, shall not impede access and egress from the building entry, shall be available for the use of all pedestrians and shall be removed from public property (by the property owner/tenant) from November 1st through April 15th and during any snow events. Tables and chairs, on public property, larger than those permitted or with more than two chairs shall require an encroachment permit and associated review from the Town.

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

C. Location Specific Standards

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

C. Location Specific Standards

2. Chambers Avenue

The following standards apply to structures that front Chambers Avenue:

- a. Sheet metal exterior walls are prohibited; vertical metal siding is permitted on gables only.
- b. Modular panels are permitted.

3. Grand Avenue Corridor ⁵⁴**a. Design Intent**

Historically, Grand Avenue was the primary traffic corridor for the Town. Structures along this corridor shall complement the historic nature of this travel route. Design of new construction or renovation along this corridor will reflect a blending of historic and mountain modern design styles and will help draw travelers to Broadway Street, Eagle's historic Downtown. New development, redevelopment, and infill shall meet the standards of this section and the following design goals:

- i. Vacant lots should be targeted for development to fill in existing gaps and strengthen the street edge along the Grand Avenue corridor.
- ii. Development should create a distinct edge between the highway right-of-way and private property through street improvements and landscaping.

b. Site Layout**i. Structure Orientation**

Lots with a frontage of 25 percent or more along Grand Avenue shall be designed as follows:

- (a) The front façades of primary structures shall be oriented toward Grand Avenue. Sites with multiple structures shall orient primary structures to create a street wall along Grand Avenue before locating structures elsewhere on the site.
- (b) Buildings shall be sited square to a build-to line that is five feet back from the front property line along Grand Avenue to emphasize the street edge, as illustrated in Figure 10-1: Identification of build-to line.

⁵⁴ Current 4.07.090

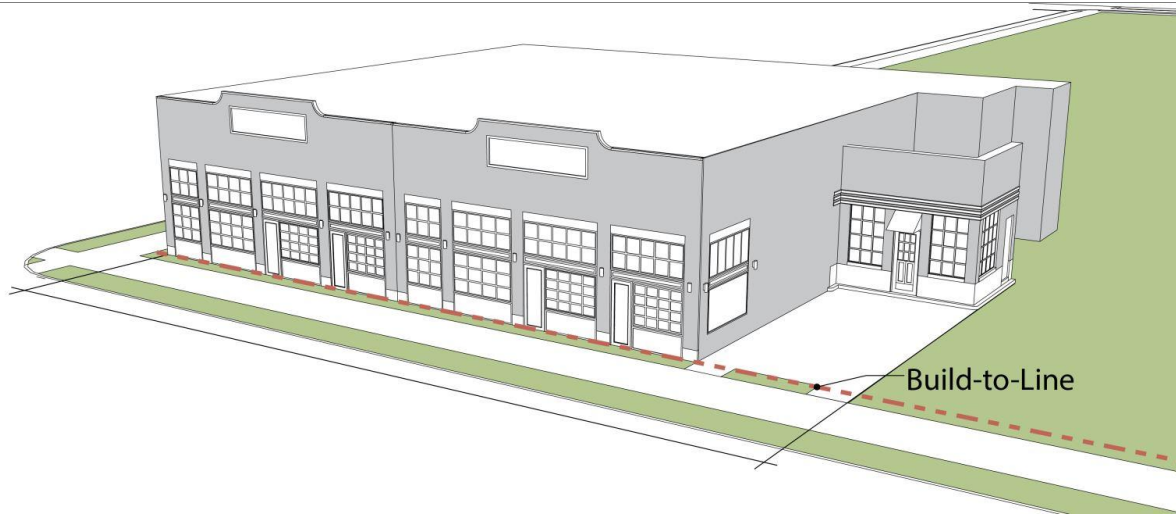


Figure 10-1: Identification of build-to line

- (c) Parking shall be located at least 30 feet behind the front building line to the maximum extent possible.
- (d) Access shall be taken off of a side street wherever feasible. Access may be taken off of Grand Avenue where access from a side street is not available or feasible because of road design or traffic concerns, and shall be consistent with the Grand Avenue Corridor Plan.

ii. Fences

- (a) Opaque privacy fencing is required where commercial lots abut residential neighborhoods. The fence shall be between six and eight-feet high. The Director may approve the use of plant material as a screening device if plant quantities and plant spacing are designed to create dense, visual barriers.
- (b) Chain link and electrical fencing is prohibited.

iii. Signage and Murals

- (a) All freestanding signs shall be monument style and integrated with the proposed landscaping.
- (b) Murals and art displays that are not signs are permitted along Grand Avenue as part of a permanent building or a revolving installation. Any permanent art must be approved by the Director.

c. Structure Design

- i. First floor design shall meet the following requirements:
 - (a) Residential uses in structures abutting Grand Avenue shall be permitted either above first-floor non-residential spaces or behind the front 30% of the ground floor, as measured from the front wall. First floor space shall be designed to accommodate nonresidential uses.

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

C. Location Specific Standards

- (b) Lots that have a primary frontage along a side-street with only 25% or less of frontage along Grand Avenue are not required to have structures designed for first-floor nonresidential uses.
- (c) Garage doors shall not face Grand Avenue and shall be consolidated and located at one end of the building to reduce vehicular congestion.
- ii. Strip malls are not permitted, however, multiple storefronts on one building are permitted and shall be designed in accordance with Section 4.10.050.
- iii. Roof forms should vary: gable, hip, shed, and flat roofs with parapets are allowed.
- iv. Porches are not a required element, but any porches provided must project from the central form and be covered by a separate roof.
- v. Building height along Grand Avenue shall be a maximum of 40-feet. Residential behind the commercial shall blend in with the surrounding neighborhood and may be a maximum of 35-feet.
- vi. Rooftop decks, bars, and gardens are permitted and may exceed the maximum building height by up to 15%. All rooftop mechanical equipment shall be screened from public views.

d. Architectural Detail

- i. Storefront display windows are permitted at ground level only. First floor glass panels shall have low reflectivity and high transparency, allowing for visual access into the building at the ground level.
- ii. Garage doors made from glass and metal that meet all applicable building codes are a permitted alternative to windows.
- iii. Pre-approved color samples for Grand Avenue are available at Town Hall. Colors that are not pre-approved maybe submitted to the Director for review on case-by-case basis.

4. North Interchange and East Eagle Area**a. Design Intent**

The North Interchange and East Eagle Area incorporates privately owned, commercially zoned land north of the I-70 interchange, and in between the I-70 corridor and US Highway 6 east of Chambers Avenue. This area is completely separated physically and visually from the developed Town. Because of its isolated location, development on these lands should have less of an impact to the community, if treated sensitively, than if these uses occurred Downtown. Where sites develop with commercial activities that generate high volumes of user traffic, master planning of large parcels should be strongly encouraged. Careful consideration to the layout of curb cuts along existing public roads should be given. To the extent possible, the preservation of large pieces of indigenous landscape and plant materials should be an important objective.

b. Site Layout for Outdoor Uses

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

D. Large Format Retail Development

- i. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way.
- ii. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within twenty (20) feet of any public or street, public sidewalk, or formal internal pedestrian way, such as a marked or signed walkway.
- iii. Trucks, trailers, and outdoor containers used for functions such as delivery or maintenance shall only be parked or stored in designated loading and unloading areas that are completely screened from adjacent streets or properties for the duration that they are on the site, and shall be removed promptly upon the completion of use or service.
- iv. Exterior display areas shall be clearly depicted on the approved development plan. All exterior display areas shall have a minimum buffer of 10 feet from vehicle lanes or parking areas and shall be permanently screened around the perimeter of the exterior display area with walls or fences.
- v. Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters and trash compactors shall be incorporated into the overall design of the building and the landscaping so that their acoustic impacts are fully contained and their visual impacts are screened from view from adjacent properties and public streets, and the screening materials shall be consistent with the principal materials of the building and landscaping.

D. Large Format Retail Development⁵⁵**1. Applicability**

In addition to Section 4.10.050, the following standards shall apply to large format retail development that meets the following criteria:

- a. New construction of a large retail establishment, defined as single tenant building with at least 50,000 square feet of gross floor area for the purpose of retailing; or
- b. Expansion of or addition to an existing building that creates a large retail establishment.

2. Site Layout**a. Location and Design of Parking Lots**

- i. No more than 30 percent of the off-street surface parking spaces provided for all uses located in the building containing a large retail establishment shall be located between the front façade and a public street.
- ii. In order to reduce the scale of parking areas, all surface parking areas shall be broken up into smaller parking blocks containing no more than 40 spaces:
 - (a) Parking blocks shall be separated from each other by a minimum five-foot wide landscaping strip, access drives or public streets, pedestrian walkways, or buildings.
 - (b) Each parking block shall have consistent design angles for all parking within the block.

⁵⁵ New section.

4.10.050. Mixed-Use and Commercial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

D. Large Format Retail Development

- (c) Parking blocks shall be oriented to buildings to allow pedestrian movement down and not across rows (typically with parking drive aisles perpendicular to customer entrances).

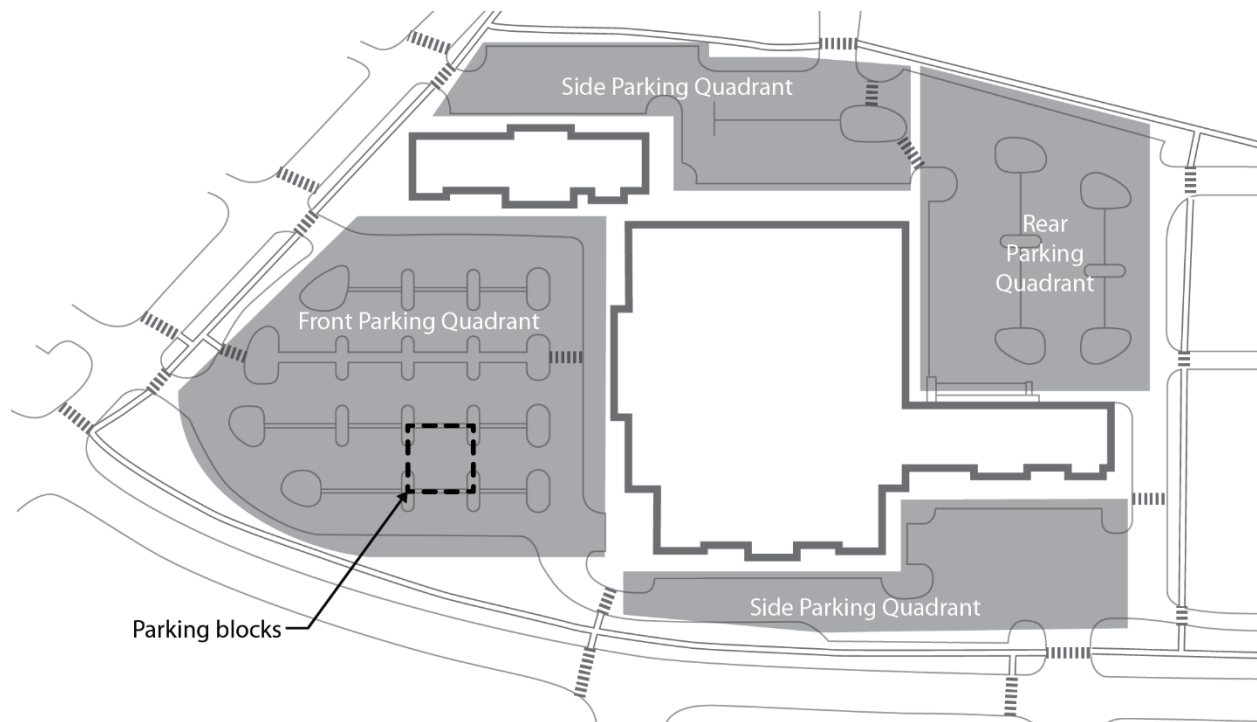


Figure 10-J: Location and Design of Parking Lots

b. Pedestrian Access and Circulation

Continuous pedestrian walkways at least eight feet wide shall be provided along the full length of any primary building façade featuring a customer entrance and along any facade abutting customer parking areas.

- i. Walkways shall be located at least six feet from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.
- ii. As an alternative to the six-foot planting bed, tree grates with decorative paving may be utilized along 50 percent of the facade.
- iii. For all options, a minimum eight-foot unobstructed pathway shall be maintained on the pedestrian walkway.

c. Site Amenities**i. Minimum Area Devoted to Site Amenities**

All development subject to this section's design standards shall provide a minimum of ten square feet of site amenities, open areas, and public gathering places for each 20 parking spaces provided.

ii. Allowed Site Amenities

Site amenities shall consist of at least two of the following:

- (a) Patio or plaza with seating area;
- (b) Mini-parks, squares, or greens;
- (c) Bus stops in coordination with the regional transit agency;
- (d) Customer walkways or pass-throughs containing window displays;
- (e) Public art;
- (f) Any other similar, deliberately shaped area and/or focal feature that, in the Director's judgment adequately enhances the development and serves as a gathering place.

iii. Aggregation Allowed

In developments containing more than one building, the required area may be aggregated into one larger space, provided such space is within easy walking distance of the large retail establishment and other major tenants in the center.

3. Structure Design**a. Customer Entrances****i. Number and Location**

- (a) Buildings containing large retail establishments with 100,000 square feet of gross floor area or more shall feature customer entrances on at least two sides of the building. The two required sides shall be those planned to have the highest level of public pedestrian activity.
- (b) When additional commercial establishments under separate ownership are located in the same primary building as a large retail establishment, each such establishment shall have an exterior customer entrance that complies with the visually prominent entrance requirement below, except that such entrance shall include a minimum of two visual prominence features listed in subsection 4.10.050D.3.a.iii below. Restaurants containing less than 2,000 square feet of gross floor area are excluded from this requirement for an exterior customer entrance, except that if such an entrance is provided, the entrance shall comply with the visually prominent entrance requirements below.

ii. Orientation

The primary entrance to a large retail establishment shall face the primary street adjacent to the site. The primary street will typically be the street with the highest level of vehicular and pedestrian activity.

iii. Visual Prominence

- (a) In order to provide clearly defined and highly visible entrances, all building and store fronts subject to this section shall have customer entrances featuring no fewer than three of the following:

4.10.060. Industrial Structure and Site Design Standards

Chapter 4.10 Site Layout and Structure Design Standards

A. Site Design

- (i) Canopies, arcades or porticos that, while satisfying weather protection requirements of Subsection (4)f, below, also lend visual prominence to the entrance;
 - (ii) Overhangs, recesses, or projections;
 - (iii) Raised corniced parapets over the door;
 - (iv) Peaked roof forms;
 - (v) Tower features integrated with the building design that extend above the building roof line;
 - (vi) Arches;
 - (vii) Outdoor patios;
 - (viii) Display windows;
 - (ix) Integral planters or wing walls; and
 - (x) Entrance atriums with visual connections to outside.
 - (xi) Transparency and Light
- (b) The principal customer entrance to any building shall feature at least two elements from the following:
- (i) Clerestory windows;
 - (ii) Windows flanking main entrance door;
 - (iii) Large entrance door(s)—Transparent, and double hung; and
 - (iv) Ornamental light fixtures.

b. Weather Protection

Canopies, arcades, or similar permanent sheltering roof structures shall provide weather protection along facades of buildings to pedestrians at customer entrances, taxi and drop off zones, valet parking, and bicycle parking. Weather protection means, for purposes of this provision, a permanent shelter or covering of sufficient length and width to provide protection to pedestrians from sun, wind, rain, or snow.

4.10.060 INDUSTRIAL STRUCTURE AND SITE DESIGN STANDARDS⁵⁶

In addition to Section 4.10.030, the following standards shall apply to development in industrial zone districts.

A. Site Design

- a. Structure space that is designed to be publicly accessible, such as offices or showrooms, shall be oriented to a street front, and where possible to a corner to establish the building lines of each street.

⁵⁶ New section.

- b. Loading and/or storage area that is oriented to I-70 or Highway 6 shall be set back from the property line a minimum of 20 feet and screened from direct view from either roadway with a 10-foot wall or opaque fence.

2. Structure Design

- a. The first-floor façade of all buildings, including structured parking facilities, shall be designed in keeping with pedestrian-scale interest and activity through the use of elements such as windows, awnings, and other similar features.
- b. Architectural features and treatments shall be provided on all publicly visible sides of a structure.

4.10.070 SCREENING⁵⁷

A. Single Family Residential

- 1. To the maximum extent practicable, utility equipment on single-family residential lots shall be located behind the front building line of the house and screened from public view by an opaque wall, fence, or landscaping screen. Alternative locations may be approved by the Director to allow for the retention of existing trees or to address site topography.
- 2. Ground-mounted mechanical equipment shall be screened with a cover or box integrated into the landscaping.

B. Multifamily, Mixed-Use, and Non-Residential

1. Screening Generally

a. Site Screening

All landscape plans shall indicate how trash bins, recycle bins, storage yards, service areas, loading docks, and equipment areas on the property will be hidden or screened from view.

b. Visual Screening

Structures shall be designed and screened so that windows and decks do not overlook neighboring residential properties in a manner that intrudes on privacy.

2. Mechanical Equipment

a. Applicability

- i. The standards of this section shall apply to all of the following:
 - (a) Electrical and gas-powered mechanical equipment;
 - (b) Ductwork and major plumbing lines used to heat, cool, or ventilate; and
 - (c) Power systems for the building or site upon which the equipment is located.
- ii. Roof or wall-mounted antennas and vent openings shall not be considered mechanical equipment for purposes of these screening standards. The standards of this section are not intended to apply to solar arrays, solar energy collection systems, or small wind energy systems, if such systems are otherwise in compliance with applicable building codes and development standards requirements.

⁵⁷ This new section is provided to add a complete set of standards for utility and service area screening.

b. Screening Standards

- i. **Roof-Mounted Mechanical Equipment:** Roof-mounted mechanical equipment shall be screened by a parapet wall or similar feature that is an integral part of the building's architectural design. The parapet wall or similar feature shall be of a height equal to, or greater than the height of the mechanical equipment being screened. Roof-mounted mechanical equipment, except solar energy collection systems, is prohibited on single-family residential dwellings.
- ii. **Wall-Mounted Mechanical Equipment:** Wall-mounted mechanical equipment, except air conditioning equipment (e.g., window AC units), that protrudes more than six inches from the outer building wall shall be screened from view by structural features that are compatible with the architecture of the subject building. Wall-mounted mechanical equipment that protrudes six inches or less from the outer building wall shall be designed to blend with the color and architectural design of the subject building.
- iii. **Ground-Mounted Mechanical Equipment:** Ground-mounted mechanical equipment shall be screened from view by landscaping, a fence, or a decorative wall that is either integrated into the architecture of the structure or incorporates materials from the primary structure. The fence or wall shall be of a height equal to, or greater than the height of the mechanical equipment being screened. See Figure 10-K: Location of Outdoor Storage, Mechanical Equipment, and Loading Areas.

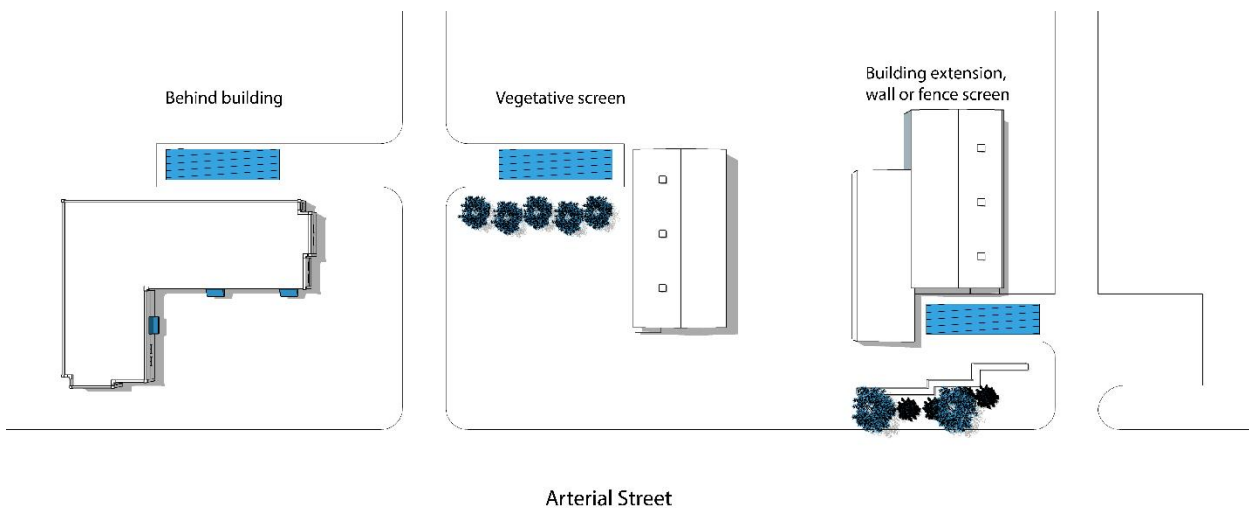


Figure 10-K: Location of Outdoor Storage, Mechanical Equipment, and Loading Areas

- iv. **Alternate Screening:** Alternate screening methods that meet the intent of this section may be approved by the Director. Alternative screening might include, but shall not be limited to, increased setbacks, increased landscaping, grouping the equipment on specific portions of a site, architectural elements, and painting or otherwise causing the equipment to blend with the site or structure.

3. Service, Loading, and Storage Areas**a. Applicability**

These screening requirements are applicable to all service, loading, and storage areas.

b. Placement

- i. All service areas shall be placed at the rear, on the side of, or inside buildings.
- ii. No service area shall be visible from a public right-of-way, or from adjacent residential areas.
- iii. Service areas and access drives shall be located so they do not interfere with the normal activities of building occupants or visitors on driveways, walkways, in parking areas, or at entries.

c. Outside Storage Areas and Loading Docks

- i. All storage areas, service areas, and loading docks visible from any public street right-of-way must be screened according to one or more of the screening options provided in these standards. Property zoned highway commercial or industrial must also screen from view all outside storage areas that are adjacent to or can be seen from non-commercial or industrial zoned property.
- ii. Screening shall be a minimum height of eight feet to screen truck berths, loading docks, areas designated for permanent parking, or storage of heavy vehicles, equipment, or materials.
- iii. Screening shall be long enough to screen the maximum size trailer that can be accommodated on site. Sites that can accommodate a full-size tractor-trailer shall provide a 48-foot wing wall, where wing walls are used.

d. Trash Receptacles

Areas for trash receptacles shall be designed so that the receptacle, as much as possible, cannot be viewed from the street or yard. Access to the receptacles must be provided to allow easy ingress and egress by trash hauling vehicles. Dumpsters must be placed on concrete pads.

e. Shopping Cart Storage

- i. All shopping carts shall be stored either inside the building they serve or adjacent to the building in an area that is screened from public view.
- ii. Shopping cart corrals shall be made of a material suitable for withstanding weathering and rusting.
- iii. Shopping cart storage shall not be located in required off-street parking spaces.

4.10.080 AFFORDABLE HOUSING PROVISION**A. Inclusionary Residential Requirements for Local Employee Residency⁵⁸**

⁵⁸ Current 4.04.110

1. Purpose

- a. The purpose of this section is to mitigate the impact of market rate housing construction on the limited supply of available land suitable for housing, and to increase the supply of housing that is affordable to a broad range of persons who live and/or work in the Town. In recent years, the cost of housing has increased at a rate much faster than the increases in the earnings of low to moderate income households. This section will prevent the Town's land use regulations applicable to residential development from having the effect of excluding housing that meets the needs of all economic groups within Eagle.
- b. The Town of Eagle is committed to increasing the supply of affordable housing in the community to expand the economic vitality that is derived from having a range of housing types, costs, and household incomes. Eagle will benefit from an enhanced community vibrancy generated by the inclusion of inventory of for-sale housing for the local workforce that earns 140 percent of the Area Median Income (AMI) or less, and rental housing for the local workforce that earns 80 percent or less of the AMI.
- c. This section requires new residential development of 10 or more units to provide at least 20 percent of the units at a sale price or rental rate affordable to households that qualify for the Town's affordable housing AMI requirements.
- d. The Town recognizes that affordable housing is a valuable community resource that needs to remain available not only for current residents and employees, but also for those who may come to the area in the future. For this reason, deed restrictions or other methods that assure that prices remain affordable over time are necessary.

2. Applicability

Local employee residences shall be required as a condition of approval for all residential development, including new units, redevelopment that creates new units in excess of any units that originally existed on the site, and infill that is either new development or redevelopment. .

3. Exemptions

The following development is exempt from the requirements of this section:

- a. Development of local employee residences.
- b. Proposed rental or for-sale residential development of less than ten units.
- c. Development which is exempt by virtue of a vested property right pursuant to a site-specific development plan as defined and established in accordance with C.R.S. § 24-68-103 and Chapter 4.17 prior to the effective date of the ordinance from which this section is derived, or which is otherwise specifically exempt pursuant to an ordinance of the Town.

4. Residential Development Requirements**a. Number of Local Employee Residences Required**

All residential development, approved after the Effective Date, containing ten or more residential units, shall set aside at least 20 percent of those units as local employee residences as defined in this section and the Town's local employee residency requirements and guidelines. In addition, the developer of the project shall construct local employee

residences in accordance with the Local Employee Residency Requirements and Guidelines. For developments whose calculation results in a fraction of a unit, the local employee residence requirement shall be rounded up or down to the nearest integer.

b. Unit Price

Residential units build to satisfy this requirement shall comply with the Town's affordability AMI requirements described in Section 4.10.080A.1.

c. 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 may be approved, with the developer's consent and 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 the cost of construction of local employee residences may 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 shall be compatible with the surrounding land uses and neighborhood character, and suitable for the proposed site. Development and construction of local employee residences shall comply with all other requirements of this Code.

d. Schedule for Construction of Local Employee Residences

A developer shall construct the required local employee residences prior to, or concurrently and proportionally with, the production of market rate housing or the sale of market rate lots. Prior to receiving development approval, the developer shall provide the Town with a proposed construction schedule for approval by the Town that clearly delineates the start and completion dates of the production of market rate units and/or the sale of market rate lots and the construction of local employee residences in accordance with the Town's local employee residency requirements and guidelines.

e. Deed Restrictions

All local employee residences required by this section shall be deed restricted, in accordance with the requirements of the Local Employee Residency Requirements and Guidelines, and as approved by the Town Attorney, as to rental or ownership and occupancy by persons and as to the resale price of the unit. The deed restriction shall be provided to the developer for review at the time of approval of the developer's local employee residency plan. Prior to the issuance of any building permit within the development, the Town shall have an approved, executed, and recorded deed restriction for all local employee residence lots or units in the project or phase of the project, if applicable. The deed restrictions shall not be subject to any recorded liens or encumbrances.

5. Local Employee Residency Plan

- a.** All applications for approval of ten or more residential units, shall be accompanied by a local employee residency plan, unless otherwise determined by the Director. The plan shall contain sufficient information to allow the Town to determine the plan's compliance with this section and the Town's local employee residency requirements and guidelines. The local

employee residency plan shall include, but shall not be limited to, the information specifically required by the Town's local employee residency requirements and guidelines.⁵⁹

- b. Upon receipt of a complete proposed local employee residency plan, the Director shall evaluate the plan for compliance with this section and the Town's Local Employee Residency Requirements and Guidelines. The Director may make a recommendation of approval, recommendation of approval with appropriate conditions, or a recommendation of denial. Following receipt of the Director's recommendation, and as a part of the Town's procedures for review and final approval of the application the reviewing body may decide on the plan.

B. Density Bonus⁶⁰

Comment: To implement the Eagle Comprehensive Affordable Housing Assessment, a density bonus provision will be added that allows additional height to be added to development that provides affordable housing. Density bonus of up to one story in additional height will be available along Broadway, in the Mixed-Use areas of the West Eagle Sub Area Plan, and areas in the East Eagle Sub Area Plan that front Highway 6 where residential development is anticipated to be allowed. The Town Council will have a review process and decision-making criteria for density bonus requests. A draft of this provision will be posted separately in early May for public review.

C. Short-Term Rental Cap⁶¹

Comment: To implement the Eagle Comprehensive Affordable Housing Assessment, a cap on the number of short-term rentals permitted will be established. The Town currently has about 36 short-term rentals and the total cap is anticipated to accommodate at least this number units while addressing the creation of additional units that impact the availability of long-term rentals. A draft of this provision will be posted separately in early May for public review.

4.10.090 EROSION AND SEDIMENTATION CONTROL⁶²

Update Comment: The erosion and sedimentation control regulations have been revised to change from a primarily plan-based approach to an approach that balances basic erosion and sedimentation control standards with the application of a site-specific plan.

A. Purpose

These standards are intended to ensure that natural drainage patterns are preserved and protected from increased water flows, to keep any disturbance in natural vegetation and soil cover to a minimum, to prevent degradation of rivers and streams from sediment transport, to ensure that fugitive dust from development is minimal, and to ensure that erosion is minimal and slopes are properly stabilized and revegetated.

B. Applicability⁶³

An Erosion Control and Sedimentation Plan, and if determined necessary by the Director, a Slope Stabilization and Revegetation Plan, shall be required for the following applications:

⁵⁹ Revise this section to describe specific content.

⁶⁰ New

⁶¹ New

⁶² This section is subject to further review by Public Works.

⁶³ Current 4.07.030 and 4.13.060

1. Development Plan,
2. Subdivision,
3. Building permit, grading permit,
4. Any activity that includes excavations in excess of __ [tbd by PW] cubic yards (see Section [4.10.090E](#)).

C. Plans⁶⁴

1. Erosion and Sedimentation Control

The plan for erosion and sediment control shall meet the requirements of Section [4.10.090F](#) and be designed to ensure:

- a. That natural drainage patterns are preserved and protected from increased water flows which may otherwise tend to alter such patterns or subject existing channels and adjacent areas to increased erosion, keeping any disturbance of natural vegetation and soil cover to a minimum;
- b. That appropriate consideration of soil types is made in the design of cuts and fills, building sites, and other land uses;
- c. That structures, including settling ponds, filtration galleries, and sand traps, are provided and maintained as necessary to prevent or minimize the transport of sediment off site.

2. Slope Stabilization and Revegetation

The plan for slope stabilization and revegetation shall meet the requirements of Section [4.10.090F](#) and be designed to ensure:

- a. That adequate provision is made for revegetation and soil stabilization on disturbed areas during and after development of the site; and
- b. That all cuts and fills are adequately designed and revegetated to minimize erosion and prevent slope failure.

D. Remedial Measures During Construction

1. All permit holders must take adequate measures to ensure that during construction off-site effects of fugitive dust, blown trash, and tracking of mud are minimized.
2. A performance guarantee may be required.
3. The Director may order measures to correct any off-site effects, including, but not limited to, regular watering of disturbed areas, placement of gravel at entrances to the property, hand or machine shoveling and cleaning of dirt and mud from adjacent properties and rights-of-way and trash clean up.
4. The Director may order a plan for revegetation be immediately implemented if disturbed soil areas are not revegetated on a timely basis.
5. These remedial measures are not an alternative to other enforcement measures permitted by this Code or Colorado law.

⁶⁴ Current 4.13.060

E. Fills and Excavations Not Accompanied by a Building Permit or Subdivision Construction Plan.

1. Any person intending to fill and/or excavate in excess of __ cubic yards shall be required to submit a plan for Erosion and Sediment Control. The Director shall determine which elements of Section [4.10.090C](#) shall be provided by the applicant. No construction shall occur until such plans are approved by the Town. The Director may require a performance guarantee pursuant to Section <> [Performance Guarantee].
2. The Director may require an Erosion and Sediment Control Plan and/or a performance guarantee for any fills and/or excavations that occur without a permit. This may also include corrective measures or other conditions required to ensure completion of requirements of this section.
3. The Director may require immediate remedial action for any areas of exposed soils that pose an erosion, water quality, or fugitive dust problem, including regrading and revegetation or submission of an Erosion and Sediment Control Plan and a performance guarantee to ensure completion of the necessary corrective measures and the requirements of the section.

F. Erosion and Sedimentation Control Requirements

1. Cut and fill operations shall be kept to a minimum so as to create the least erosion potential.
 - a. Cuts shall be kept to less than 2:1 unless otherwise approved by the Town Engineer.
 - b. The original, natural grade of a lot shall not be raised or lowered more than four feet at any point for construction of any structure or improvement, except:
 - i. The site's original grade may be raised or lowered a maximum of six feet if retaining walls are used to reduce the steepness of man-made slopes, provided that the retaining walls comply with the requirements in Section.
 - ii. For the purposes of this subsection, basements and buildings set into a slope are not considered to lower the natural grade within their footprint.
 - iii. Cutting and grading to create benches or pads for buildings or structures shall be avoided to the maximum extent feasible.
 - c. Fills shall be placed in lifts and compacted to minimize the potential for slope failure and the slope surface shall be scarified to provide a suitable environment for seed germination.
 - d. Except for driveways, cut and fill slopes shall be entirely contained within a lot (i.e., natural grade at the lot lines shall be maintained). Overlot grading and/or the placement of fill in utility easements shall be minimized.
 - e. The top edges of cut and fill slopes shall be rounded within approximately five feet of the slope edge break point) unless sharp slope transitions are a natural character of the site.
 - f. Fill material shall not be placed in natural or constructed drainage channels.
 - g. Surface runoff shall be directed away from cut and fill slopes until adequate surface vegetation has been established.

2. To the maximum extent feasible⁶⁵, development shall preserve the natural surface drainage pattern.
 - a. Natural vegetation, especially that associated with drainage features, shall be retained and protected to the maximum extent practicable.⁶⁶
 - b. Grading shall be designed to ensure that drainage flows away from all structures, especially structures that are cut into hillsides.
 - c. Natural drainage patterns may be modified on site only if the applicant shows that there will be no significant adverse environmental impacts on site or on adjacent properties. Development shall be designed to mitigate all negative or adverse drainage impacts on adjacent and surrounding sites. Water shall not be diverted onto the property of another landowner unless a written easement agreement allowing such drainage is received from the other landowner and duly recorded.
 - d. If natural drainage patterns are modified, appropriate stabilization techniques shall be employed within any constructed channel or at the edge of any sheet flow area.
3. Standard erosion and sedimentation control methods shall be used during construction to protect water quality, control drainage, and reduce soil erosion. Sediment traps, small dams, barriers of straw bales, or other methods acceptable to the Town shall be located as indicated on the approved erosion and sediment control plan to slow the velocity of runoff until the disturbed area is stabilized.
 - a. Exposed ground areas shall be protected with temporary vegetation and/or mulching during construction.
 - b. Soil stabilization or appropriate sediment control systems shall be implemented within five days of soil exposure.
 - c. If seeding or another vegetative erosion control method is used, it shall become established within two weeks or the Director may require the site to be reseeded or a nonvegetative option employed.
 - d. Soil stockpiles must be stabilized or covered at the end of each workday.
 - e. Structural erosion control measures shall be established and installed as soon as practicable; clearing, except that necessary to establish sediment control devices, shall not begin until all sediment control devices have been installed and have been stabilized.
 - f. Temporary or permanent irrigation may be required.
4. Proper measures for dust control during earthwork operations shall be implemented, including watering of disturbed areas.

⁶⁵ Maximum extent feasible means no feasible and prudent alternative exists, and all possible efforts to comply with the regulation or minimize potential harm or adverse impacts have been undertaken. Economic considerations may be taken into account but shall not be the overriding factor in determining "maximum extent feasible."

⁶⁶ Maximum extent practicable means that highest level of performance or effectiveness that can be achieved taking into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

4.10.090. Erosion and Sedimentation Control

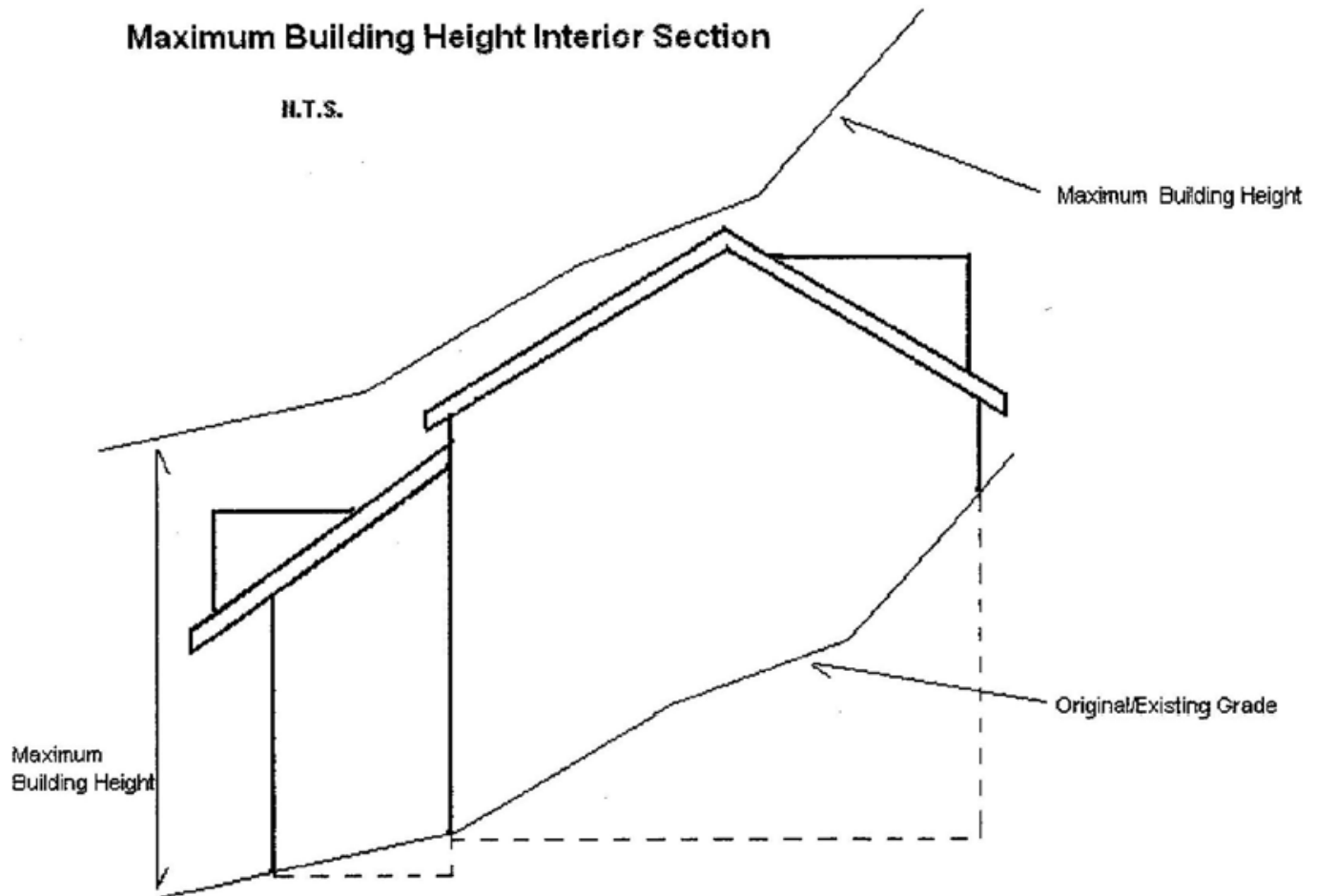
Chapter 4.10 Site Layout and Structure Design Standards

F. Erosion and Sedimentation Control Requirements

5. The number of entrances from the right-of-way shall be minimized and a tracking pad or gravel shall be provided at entrances to the public right-of-way to prevent the tracking of mud onto adjacent roads.
6. The entire site must be stabilized, using a heavy mulch layer or another method that does not require germination to control erosion, at the close of the construction season.

Maximum Building Height Interior Section

N.T.S.



Maximum Building Height Exterior Section Showing Envelope N.T.S.

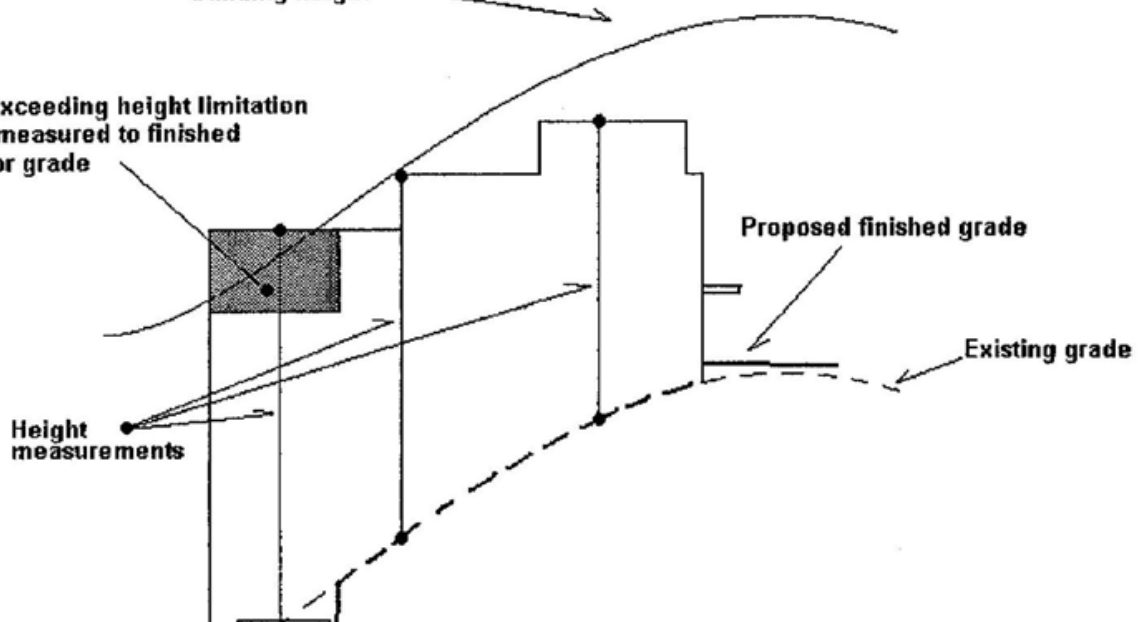
Imaginary line runs parallel to existing grade limiting building height

Area exceeding height limitation when measured to finished exterior grade

Height measurements

Proposed finished grade

Existing grade



Cordillera guidelines:

3.03.03. Building Height

The building height limit for each homesite at the Divide at Cordillera is 35 feet. There are height limitations on certain lots within the Divide. Contact the Design Review Coordinator for more information. Maximum allowable building heights are not intended to imply that all portions of a building may be built to the maximum allowable height limit. Rather, building height and massing shall be designed in relationship to the characteristics of each site and in all cases buildings shall be designed with a low-profile understated appearance.

3.03.03. Building Height

The building height limit for each homesite at the Divide at Cordillera is 35 feet. There are height limitations on certain lots within the Divide. Contact the Design Review Coordinator for more information. Maximum allowable building heights are not intended to imply that all portions of a building may be built to the maximum allowable height limit. Rather, building height and massing shall be designed in relationship to the characteristics of each site and in all cases buildings shall be designed with a low-profile understated appearance.

A. Building massing should emphasize horizontal scale and form. Building scale should be reinforced by varied building heights, off-sets in building elevations, well-proportioned fenestration, decks and balconies, and architectural detailing.

B. Low-Level one to two story building mass is encouraged.

C. Buildings should be designed as a composition of additive forms; large structures and continuous unbroken building forms should be avoided.

D. Consideration should be given to home sites designed as a composition of smaller building forms clustered around outdoor spaces such as courtyards, porches, or verandas.

E. Building forms should step with the existing natural contours of the site and be designed to nestle into existing terrain.

F. Building height is calculated as follows: Buildings shall be designed at a maximum height of 35 feet, or as defined by any Supplemental or Site Specific Development and Design Guidelines. Any selected reference point on the roof surface that sits directly above the interior space of the house must be measured from existing grade. If the reference point, however, is outside the building footprint (such as eaves and rakes), then the height measurement is from existing or finish grade, whichever is more restrictive. Chimneys and other ancillary elements may be exceptions, with Design Review Board approval.

G. Existing grade is defined as the natural topography that exists prior to any homeowner improvements taking place.

H. Finish grade for purposes of these height calculations is the final elevation of the surface material (soil, paving, or patio) adjacent to the building as shown on the architect's site plan. Berming or building up grades around the perimeter of a building for the purpose of satisfying building height requirements shall be prohibited.

I. In addition to the height limit established by the definition above, buildings must also comply with building height limits as defined by Eagle County. In most cases, buildings that comply with the height definition above will also comply with the Eagle County height definition. Owners and their design team should consult the Eagle County Land Use Regulations for additional information on how Eagle County

J. Building heights on lots within Filing No. 32 will be limited as indicated on the final approved plat. No structure, roof ridge, or any other improvement to the home sites will be allowed to pierce the planes defining the height restrictions of the approved building envelope other than vent stacks and chimneys. Each building permit application shall include cross sectional elevations sufficient to determine conformance with the height limitations approved on the final plat.

Diagram illustrating the relationship between existing and finish grades. The structure is shown in cross-section. The existing ground level is indicated by a dashed line labeled "EXISTING GRADE". The proposed finished ground level is indicated by a solid line labeled "FINISH GRADE". The vertical distance between these two grades is labeled "35'-0\" MAX. (FOR ALL MEASUREMENTS)". The word "SECTION" is written below the structure.

Page 308 of 343

Martin Manley Architects

PO Box 5668

Eagle Colorado 81631

970-688-0326 (Cell)



To: Mayor and Town Council

From: Larry Pardee, Town Manager
Jill Kane, Finance Director

Date: May 23, 2023

Agenda Item: PUBLIC HEARING: Resolution 29, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado, Providing for a Supplemental Appropriation of Funds to the Various Funds and Spending Agencies, in the Amounts and For the Purposes as Set Forth Below for the 2023 Budget Year."

REQUEST: Staff requests that the Council review proposed Resolution 29, Series 2023 providing for the first supplemental appropriation for the 2023 budget year.

BACKGROUND: The Council adopted the original 2023 budget during the November 8, 2022, Council meeting. It has been the Town's historical practice to adopt a supplemental budget amendment in order to capture carryover projects from the prior year and recognize revisions to the budget that were not identified at the time the budget was originally adopted. The proposed supplemental budget amends the General Fund, Capital Improvements Fund, Sales Tax Capital Improvement Fund, and Open Space Fund.

ANALYSIS: Attached below is a spreadsheet summarizing the proposed budget amendments.

The proposed 2023 supplemental budget amendments total an increase of \$1,127,500 in revenues and \$2,067,070 in Expenditures. \$616,980 of the expenditures are for rollover items from 2022, \$322,590 are for newly proposed items, and \$1,107,500 are for expenditures that the Town will be receive matching grant revenues. In the attached Supplemental Budget, staff has included 2022 actuals to update beginning fund balance estimates for 2023. The increase to townwide projected 2023 ending fund balances is \$3,018,967. The increase in budgeted expenditures for 2023 would be funded by these additional funds.

There are additional 2023 budget modifications for 2022 capital rollover items that staff will be requesting during the first meeting in June, however, they will not increase 2023 budget appropriations. Staff will be recommending a reallocation of appropriated funds. These are requests mainly for the Town's enterprise fund capital projects.

COMMUNITY INPUT: No public comment has been received to date on the 2023 budget amendments. A public hearing is scheduled for May 23, 2023, which was publicly noticed on the Town's website and published in the Eagle Valley Enterprise prior to that date.

BUDGET / STAFF IMPACT: All 2023 supplemental budget amendment items have a budget and/or staff impact which is discussed in the analysis.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: A majority of 2023 proposed budget amendment items will allow staff to continue to move forward with projects that are geared towards major objectives prioritized by the Town Council.

The actual budget amendment reflects the Town’s “transparency and community engagement” guiding principle in which we strive to continue to build public trust by communicating in a timely manner and receiving feedback from the public concerning the Town’s budget and any amendments thereto.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Resolution 29, Series 2023, “A Resolution of the Town Council of the Town of Eagle, Colorado, Providing for a Supplemental Appropriation of Funds to the Various Funds and Spending Agencies, in the Amounts and For the Purposes as Set Forth Below for the 2023 Budget Year.”

ATTACHMENTS:

- Townwide Proposed Supplemental 2023 Budget Items
- Resolution 29, Series 2023
- 2023 Budget – Supplemental Amendment No. 1

2023 SUPPLEMENTAL BUDGET #1 CHANGES - From 11/08/2022 FINAL BUDGET

General Fund Revenues								
Fund	Department	Account (Activity Code)	2022 Final Budget Amount	2022 Actual	2023 Original Budget	2023 Revised Budget	2023 Increase(Decrease)	Reason for Increase/Decrease
Open Space		81-437-10			150,000	170,000	20,000	Transfer from General Fund: Hardscrabble Trails Coalition (HTC) presented its wildlife education and awareness initiative - Approved 2/14/23. Expense will come out of professional services in Open Space, however, per Council they would like it to be paid with General Fund monies thus we are recommending an increase in the transfer from General Fund to O/S Fund by \$20,000 from \$150,000 to \$170,000 for spending.
General Fund		10-433-75			15,000	1,115,000	1,100,000	Grant Revenue: Innovative Housing Incentive Program Grant (IHOI) for Habitat 3rd Street Housing project .
General Fund		10-433-75			15,000	22,500	7,500	Grant Revenue: Bear-resistant trashcan grant from CPW increased from \$15,000 to \$22,500 (\$7,500 increase) Town to purchase trash cans and then invoice CPW. No change to the Town's contribution of \$15,000.

Total Townwide Revenue Budget Adjustments \$ 1,127,500

Expenditures								
Fund	Department	Account					2023	Reason for Increase/Decrease
General Fund	Town Council	10-49-915			\$ 40,000	\$ 50,000	\$ 10,000	Community Requests: The Town budgeted \$20,000, and expended \$21,000, for community requests programs in 2022. Each year the requests exceed available funding. The Town received requests for \$86,900 in 2022 and \$159,850 for 2023, a \$72,950 increase. The original proposed budget was \$30,000. During the October 25th meeting Council approved increasing the budget by \$20,000 to \$50,000. The budget was only increased to \$40,000 and not the full \$50,000 proposed. Need to increase by \$10,000 to agree to approved amounts.
General Fund	Marketing & Events	10-58-400			95,000	127,000	32,000	Events: During the 1/10/23 Council Meeting, the Council approved increasing the 2023 contribution from \$15,000 to \$50,000 (\$35,000 increase) for the ShowDown Town events put on by the Vail Valley Foundation. The \$95,000 events budget had a \$3,000 contingency, thus Council will need to appropriate an additional \$32,000. The entire 2023 Events budget will be increased from \$95,000 to \$127,000.
General Fund	Buildings & Grounds	10-56-235			30,000	37,500	7,500	Minor Equipment: Bear-resistant trashcan grant from CPW increased from \$15,000 to \$22,500 (\$7,500 increase) Town to purchase trash cans and then invoice CPW. No change to the Town's contribution of \$15,000.
General Fund	General Gov't	10-50-395			-	1,100,000	1,100,000	Contract Payments: Increased contract payments for payment for Habitat for 3rd Street Housing grant revenue received.
General Fund	IT	10-60-362	272,411	220,691	234,092	266,092	32,000	Computer Support: Staff recommend rolling over the \$32,000 in set up costs for GIS setup. This was not completed in 2022 and will be completed in 2023.
General Fund		10-51-980			150,000	170,000	20,000	Professional Services: Hardscrabble Trails Coalition (HTC) presented its wildlife education and awareness initiative - Approved 2/14/23. Expense will come out of professional services in Open Space, however, Meeting Expense: Funding for the 2023 OSRAC Retreat and follow up mission review (Meeting (2) Expenses and Facilitator).
Open Space		81-50-347			55,000	75,000	20,000	
Open Space		81-50-372			-	2,100	2,100	
Capital Improvements Fund		31-51-724			50,000	300,000	250,000	Pool & Ice Maintenance Fund: On 01/24/23 the Town Council approved up to \$250,000 for planning purposes for the pool rebuild project. As of 02/14/2023 the Town has disbursed \$125,000 of the \$250,000 approved
Capital Improvements Fund		31-51-730-312201	20,000	-	-	28,490	28,490	Town Hall Improvements: Town Hall Renovations for the cubicle installation in General Admin and HR areas. This is a \$20,000 rollover from 2022 and a requested increase of \$8,490 The 6 cubicles and furniture came in a \$18,320, the electrical was \$4,205, and \$5,970 for Network Cabling. The electrical and network cabling were not included in the original estimate for the project.
Capital Improvements Fund		31-54-728	100,000	-	63,654	162,154	98,500	Snow Removal Equipment: Staff requests that \$98,500 be rolled over from 2022 for the Sidewalk Tractor that was ordered in 2022, and was not received until 2023. \$100,000 was budgeted in 2022, we had a small amount of savings from projections.
Capital Improvements Fund		31-51-752	200,000	43,031	425,000	581,969	156,969	Art Mural & Beautification Project: The budget for the project is \$625,000, only \$43,031 in 2022 staff is recommending rolling over the \$156,969 that went unspent to 2023 in order to complete the project.
STCIF		61-50-760-612201	465,331	155,820	-	309,511	309,511	River Park - Pavilion: Staff recommends rolling over the remaining \$309,511 that went unspent in 2022 to finish the project in 2023.

Total Townwide Expense Budget Adjustments \$ 2,067,070

Supplemental Increase to Expenses \$ 939,570

Supplemental Net Increase to Expenses not including 2022 Rollover Items: \$ 322,590

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 29
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO PROVIDING FOR A SUPPLEMENTAL APPROPRIATION OF FUNDS TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE 2023 BUDGET YEAR.

WHEREAS, the Town Council of the Town of Eagle has previously adopted the 2023 budget;

WHEREAS, the Town Council has reviewed the revised estimated revenues and expenditures for 2023;

WHEREAS, the Town Council finds it necessary to amend the 2023 budget to more accurately reflect the revenues and expenditures for 2023;

WHEREAS, the Town Council has caused to be published a notice containing the date and time of a public hearing at which the adoption of the proposed budget amendment will be considered and a statement that the proposed budget amendment is available for public inspection at the office of the Town Clerk located in the Eagle Town Hall during normal business hours, and that any interested elector of the Town of Eagle may file any objection to the proposed budget amendment at any time prior to the final adoption of the proposed budget amendment; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance as required by law.

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

Section 1. There be and hereby is appropriated out of the revenues of the Town of Eagle, Colorado for the fiscal year 2023 beginning January 1, 2023 and ending December 31, 2023, the sum of \$34,986,960 to be raised by taxation and otherwise, which sum is hereby divided and appropriated for the following purposes to wit:

	Original or Previously Amended <u>2023 Budget</u>	Current Proposed Amended <u>2023 Budget</u>
GENERAL FUND		
Operating Expenditures	\$ 11,515,005	\$ 12,696,505
Transfer to Other Funds	2,720,000	2,740,000
TOTAL GENERAL FUND	<u>\$ 14,235,005</u>	<u>\$ 15,436,505</u>

WATER FUND		
Operating Expenditures	\$2,485,632	\$2,485,632
Capital Expenditures	5,177,852	5,177,852
Debt Service	1,263,883	1,263,883
Transfer to Other Funds	104,374	104,374
TOTAL WATER FUND	<u>\$ 9,031,741</u>	<u>\$ 9,031,741</u>
WASTE WATER FUND		
Operating Expenditures	\$ 1,784,330	\$ 1,784,330
Capital Expenditures	1,201,168	1,201,168
Debt Service	972,269	972,269
Transfer to Other Funds	56,405	56,405
TOTAL WASTE WATER FUND	<u>\$ 4,014,172</u>	<u>\$ 4,014,172</u>
REFUSE FUND		
Operating Expenditures	\$ 716,053	\$ 716,053
Capital Expenditures	-	-
Transfer to Other Funds	20,000	20,000
TOTAL REFUSE FUND	<u>\$ 736,053</u>	<u>\$ 736,053</u>
STORMWATER FUND		
Operating Expenditures	\$ 86,033	\$ 86,033
Capital Expenditures	-	-
Transfer to Other Funds	-	-
TOTAL STORMWATER FUND	<u>\$ 86,033</u>	<u>\$ 86,033</u>
CAPITAL IMPROVEMENTS FUND		
Operating Expenditures	\$ 3,017,854	\$ 3,551,813
Transfer to Other Funds	-	-
TOTAL CAPITAL IMPROVEMENTS FUND	<u>\$ 3,017,854</u>	<u>\$ 3,551,813</u>
SALES TAX CAPITAL IMPROVEMENT FUND		
Operating Expenditures	\$ 40,000	\$ 40,000
Capital Expenditures	880,250	1,189,761
Debt Service	322,238	322,238
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND	<u>\$1,242,488</u>	<u>\$1,551,999</u>
CONSERVATION TRUST FUND		
Operating Expenditures	-	-
Transfer to Other Funds	-	-
TOTAL CONSERVATION TRUST FUND	<u>-</u>	<u>-</u>

OPEN SPACE PRESERVATION FUND		
Operating Expenditures	\$ 332,656	\$ 354,756
Capital Expenditures	170,500	170,500
Transfer to Other Funds	15,990	15,990
TOTAL OPEN SPACE PRESERVATION FUND	<u>\$ 519,146</u>	<u>\$ 541,246</u>
DOWNTOWN DEVELOPMENT AUTHORITY FUND		
Operating Expenditures	\$37,398	\$37,398
Transfer to Other Funds	-	-
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY FUND	<u>\$37,398</u>	<u>\$37,398</u>
GRAND TOTAL ALL FUNDS	<u><u>\$ 32,919,890</u></u>	<u><u>\$ 34,986,960</u></u>

INTRODUCED, READ, PASSED, AND ADOPTED ON MAY 23, 2023

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



2023 BUDGET - ALL FUNDS SUMMARY
Supplemental Amendment No. 1

	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 REVISED</u>	<u>DIFFERENCE INCREASE(DECREASE)</u>
GENERAL FUND:				
BEGINNING FUND BALANCE	\$ 6,841,809	\$ 5,754,853	\$ 7,258,498	\$ 1,503,645
REVENUES	11,993,779	11,973,507	13,081,007	1,107,500
TRANSFERS-IN FROM OTHER FUNDS	162,981	196,769	196,769	-
EXPENDITURES	(8,525,070)	(11,515,005)	(12,696,505)	(1,181,500)
TRANSFERS-OUT TO OTHER FUNDS	(3,215,000)	(2,720,000)	(2,740,000)	(20,000)
ENDING FUND BALANCE	\$ 7,258,499	\$ 3,690,124	\$ 5,099,769	\$ 1,409,645
WATER FUND:				
BEGINNING FUND BALANCE	\$ 15,226,667	\$ 17,156,563	\$ 17,796,578	\$ 640,015
REVENUES	5,807,121	5,564,651	5,564,651	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(3,162,011)	(8,927,367)	(8,927,367)	-
TRANSFERS-OUT TO OTHER FUNDS	(75,198)	(104,374)	(104,374)	-
ENDING FUND BALANCE	\$ 17,796,578	\$ 13,689,473	\$ 14,329,488	\$ 640,015
WASTE WATER FUND:				
BEGINNING FUND BALANCE	\$ 8,171,688	\$ 9,052,502	\$ 9,346,263	\$ 293,761
REVENUES	3,620,843	3,681,800	3,681,800	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(2,391,814)	(3,957,767)	(3,957,767)	-
TRANSFERS-OUT TO OTHER FUNDS	(54,454)	(56,405)	(56,405)	-
ENDING FUND BALANCE	\$ 9,346,263	\$ 8,720,130	\$ 9,013,890	\$ 293,761
REFUSE FUND:				
BEGINNING FUND BALANCE	\$ 261,743	\$ 270,203	\$ 291,594	\$ 21,391
REVENUES	698,737	753,500	753,500	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(648,886)	(716,053)	(716,053)	-
TRANSFERS-OUT TO OTHER FUNDS	(20,000)	(20,000)	(20,000)	-
ENDING FUND BALANCE	\$ 291,594	\$ 287,650	\$ 309,041	\$ 21,391
STORMWATER FUND:				
BEGINNING FUND BALANCE	\$ 80,233	\$ 132,538	\$ 168,351	\$ 35,813
REVENUES	91,994	93,000	93,000	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(3,876)	(86,033)	(86,033)	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 168,351	\$ 139,505	\$ 175,318	\$ 35,813
CAPITAL IMPROVEMENTS FUND:				
BEGINNING FUND BALANCE	\$ 8,301,332	\$ 10,357,191	\$ 11,245,307	\$ 888,116
REVENUES	1,194,740	1,534,356	1,534,356	-
TRANSFERS-IN FROM OTHER FUNDS	3,000,000	2,550,000	2,550,000	-
EXPENDITURES	(1,250,765)	(3,017,854)	(3,551,813)	(533,959)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 11,245,307	\$ 11,423,693	\$ 11,777,850	\$ 354,157
SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND):				
BEGINNING FUND BALANCE	\$ 1,543,519	\$ 1,552,056	\$ 2,067,174	\$ 515,118
REVENUES	1,038,758	1,038,920	1,038,920	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(515,102)	(1,242,488)	(1,551,999)	(309,511)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 2,067,174	\$ 1,348,488	\$ 1,554,095	\$ 205,607
CONSERVATION TRUST FUND:				
BEGINNING FUND BALANCE	\$ 118,589	\$ 141,299	\$ 144,927	\$ 3,628
REVENUES	50,322	42,900	42,900	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(23,984)	-	-	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 144,927	\$ 184,199	\$ 187,827	\$ 3,628

2023 BUDGET - ALL FUNDS SUMMARY
Supplemental Amendment No. 1

	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 REVISED</u>	<u>DIFFERENCE INCREASE(DECREASE)</u>
OPEN SPACE PRESERVATION FUND:				
BEGINNING FUND BALANCE	\$ 694,982	\$ 712,387	\$ 763,078	\$ 50,691
REVENUES	263,977	286,850	286,850	-
TRANSFERS-IN FROM OTHER FUNDS	150,000	150,000	170,000	20,000
EXPENDITURES	(332,553)	(503,156)	(525,256)	(22,100)
TRANSFERS-OUT TO OTHER FUNDS	(13,328)	(15,990)	(15,990)	-
ENDING FUND BALANCE	\$ 763,078	\$ 630,091	\$ 678,682	\$ 48,591
DOWNTOWN DEVELOPMENT AUTHORITY FUND:				
BEGINNING FUND BALANCE	\$ -	\$ -	\$ 6,361	\$ 6,361
REVENUES	65,014	37,398	37,398	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(58,653)	(37,398)	(37,398)	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 6,361	\$ -	\$ 6,361	\$ 6,361
PARKING FEE IN LIEU FUND:				
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES	-	-	-	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	-	-	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL - ALL FUNDS:				
BEGINNING FUND BALANCE	\$ 41,240,562	\$ 45,129,592	\$ 49,088,129	\$ 3,958,537
REVENUES	24,825,285	25,006,882	26,114,382	1,107,500
TRANSFERS-IN FROM OTHER FUNDS	3,312,981	2,896,769	2,916,769	20,000
EXPENDITURES	(16,912,716)	(30,003,122)	(32,050,192)	(2,047,070)
TRANSFERS-OUT TO OTHER FUNDS	(3,377,981)	(2,916,769)	(2,936,769)	(20,000)
ENDING FUND BALANCE	\$ 49,088,130	\$ 40,113,352	\$ 43,132,319	\$ 3,018,967

GENERAL FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
NON-SPENDABLE: ¹	\$ 233,066	\$ 219,000	\$ 219,000	\$ -
RESTRICTED FOR: Emergency Reserve	237,500	410,242	410,242	-
RESTRICTED FOR: ARPA Grant Earnings	132	832	28,496	27,664
ASSIGNED FOR: Capital Projects	103,000	103,000	103,000	-
UNASSIGNED FUND BALANCE:	6,268,111	5,021,779	6,497,759	1,475,980
TOTAL FUND BALANCES (Beginning)	\$ 6,841,809	\$ 5,754,853	\$ 7,258,498	\$ 1,503,645
REVENUE				
Taxes	9,796,846	9,919,204	9,919,204	-
Licenses and Permits	687,933	732,356	732,356	-
Intergovernmental Revenue	810,747	773,463	1,880,963	1,107,500
Charges for Services	319,165	234,200	234,200	-
Fines & Forfeitures	111,620	88,914	88,914	-
Misc. Revenues	267,469	225,370	225,370	-
Transfers from Other Funds				-
From Water	75,198	104,374	104,374	-
From Wastewater	54,454	56,405	56,405	-
From Refuse	20,000	20,000	20,000	-
From Capital Improvements	-	-	-	-
From Open Space	13,328	15,990	15,990	-
TOTAL REVENUE	\$ 12,156,760	\$ 12,170,276	\$ 13,277,776	\$ 1,107,500
TOTAL SOURCES	\$ 18,998,569	\$ 17,925,129	\$ 20,536,274	\$ 2,611,145
EXPENDITURES				
Town Council	163,317	248,296	258,296	10,000
General Government	331,937	869,882	1,969,882	1,100,000
General Administration	690,023	938,587	938,587	-
Information Technology	617,375	847,042	879,042	32,000
Community Development	1,085,041	1,477,634	1,477,634	-
Streets	1,758,370	2,002,522	2,002,522	-
Engineering	301,401	356,287	356,287	-
Buildings & Grounds	794,111	1,238,959	1,246,459	7,500
Public Safety	2,318,886	2,911,838	2,911,838	-
Municipal Court	75,300	95,457	95,457	-
Information Center	20,688	24,887	24,887	-
Marketing & Events	368,622	503,613	535,613	32,000
TOTAL EXPENDITURES	\$ 8,525,070	\$ 11,515,005	\$ 12,696,505	\$ 1,181,500
TRANSFERS TO OTHER FUNDS				
Transfer to Open Space Fund	150,000	150,000	170,000	20,000
Transfer to DDA Fund	65,000	20,000	20,000	-
Transfer to Capital Improvements Fund	3,000,000	2,550,000	2,550,000	-
TOTAL TRANSFERS TO OTHER FUNDS	\$ 3,215,000	\$ 2,720,000	\$ 2,740,000	\$ 20,000
TOTAL EXPENDITURES & TRANSFERS	\$ 11,740,070	\$ 14,235,005	\$ 15,436,505	\$ 1,201,500
NET SOURCE (USE) OF FUNDS	\$ 416,690	\$ (2,064,729)	\$ (2,158,729)	\$ (94,000)
FUND BALANCES (Ending):				
NON-SPENDABLE: ¹	\$ 219,000	\$ 219,000	\$ 219,000	\$ -
RESTRICTED FOR: Emergency Reserve	410,242	486,325	525,190	38,865
RESTRICTED FOR: ARPA Grant Earnings	28,496	49,832	77,496	27,664
ASSIGNED FOR: Capital Projects: ²	103,000	103,000	103,000	-
UNASSIGNED FUND BALANCE: ³	6,497,759	2,831,967	4,175,083	1,343,116
TOTAL FUND BALANCES (Ending)	\$ 7,258,498	\$ 3,690,124	\$ 5,099,769	\$ 1,409,645

¹ Non-Spendable: Prepaid Expenditures and EHOP (Long-term notes and funds held with fiscal agent for the Town's Employee Home Ownership Program)

² This Assigned Fund Balance is from the Eagle County School District settlement funds received in 2021. Council Assigned the funds towards a Mountain Rec Project

³ It is the Town's practice to have the unassigned fund balance for the General Fund to total approximately 25% of total expenditures not including transfers to other funds. The 2023 budget's unassigned fund balance is currently at 25.01% of operating expenditures.

**GENERAL FUND
REVENUE SOURCES**

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
TAXES				
10-431-10 General Property Tax	\$ 384,916	\$ 381,304	\$ 381,304	\$ -
10-431-20 Specific Ownership Tax	20,796	21,000	21,000	-
10-431-30 Sales Tax - Regular	7,988,190	8,120,000	8,120,000	-
10-431-31 Sales Tax - Special Marijuana/Tobacco	859,065	882,000	882,000	-
10-431-44 Severance Tax	234	300	300	-
10-431-45 Federal Mineral Tax	278	250	250	-
10-431-50 Franchise Tax	293,817	262,000	262,000	-
10-431-60 Marketing Lodging Tax	249,550	252,350	252,350	-
TOTAL TAXES	\$ 9,796,846	\$ 9,919,204	\$ 9,919,204	\$ -
LICENSES & PERMITS				
10-432-10 Business Licenses	\$ 46,475	\$ 55,450	\$ 55,450	\$ -
10-432-12 Liquor Licenses	9,853	4,856	4,856	-
10-432-13 Marijuana & Tobacco Licenses	7,000	7,000	7,000	-
10-432-20 Building Permits	585,247	623,000	623,000	-
10-432-27 Electrical Permits	31,548	35,500	35,500	-
10-432-30 Road Cut Permits	6,160	5,000	5,000	-
10-432-35 Sign Permits	600	550	550	-
10-432-40 Special Event Permits	1,050	1,000	1,000	-
TOTAL LICENSES & PERMITS	\$ 687,933	\$ 732,356	\$ 732,356	\$ -
INTERGOVERNMENTAL REVENUE				
10-433-20 Motor Vehicle License Fee	\$ 35,269	\$ 39,800	\$ 39,800	\$ -
10-433-30 Highway Users Tax	267,587	258,627	258,627	-
10-433-60 Road & Bridge Tax	113,519	113,000	113,000	-
10-433-70 County Sales Tax	277,166	278,700	278,700	-
10-433-75 Grants	83,543	15,000	1,122,500	1,107,500
10-433-85 Intergovernmental Contributions	33,663	68,336	68,336	-
TOTAL INTERGOVERNMENTAL REVENUES	\$ 810,747	\$ 773,463	\$ 1,880,963	\$ 1,107,500
CHARGES FOR SERVICES				
10-434-10 Planning & Zoning Fees	\$ 36,183	\$ 16,000	\$ 16,000	\$ -
10-434-20 Planning & Zoning Reimbursable	169,407	140,000	140,000	-
10-434-25 Facility Usage Fees	73,277	63,000	63,000	-
10-434-26 Facility Usage Deposits	4,386	-	-	-
10-434-30 Sponsorship & Event Fees	14,372	15,200	15,200	-
10-434-32 Broadband Service Charges	21,540	-	-	-
TOTAL CHARGES FOR SERVICES	\$ 319,165	\$ 234,200	\$ 234,200	\$ -
FINES & FORFEITURES				
10-435-10 Fines & Forfeits	\$ 42,915	\$ 35,000	\$ 35,000	\$ -
10-435-15 Police Surcharge	8,544	6,500	6,500	-
10-435-20 Police Miscellaneous	9,236	5,000	5,000	-
10-435-25 Police Grants	25,676	12,414	12,414	-
10-435-30 Special Duty Reimbursable	25,249	30,000	30,000	-
TOTAL FINES & FORFEITS	\$ 111,620	\$ 88,914	\$ 88,914	\$ -
MISCELLANEOUS REVENUE				
10-436-10 General Interest	\$ 177,837	\$ 140,000	\$ 140,000	\$ -
10-436-11 ARPA Interest	28,364	49,000	49,000	-
10-436-17 Penalty & Interest	940	500	500	-
10-436-50 Rental Income	19,882	20,870	20,870	-
10-436-70 Other Miscellaneous Revenue	9,117	15,000	15,000	-
10-436-72 Sale of Fixed Assets	14,000	-	-	-
10-436-78 Insurance Proceeds	8,278	-	-	-
10-436-80 Reimbursable Revenue - Other	8,282	-	-	-
10-436-94 Impact Fees Administration Fees	770	-	-	-
TOTAL MISCELLANEOUS REVENUE	\$ 267,469	\$ 225,370	\$ 225,370	\$ -
TRANSFERS FROM OTHER FUNDS				
10-437-20 Water - Indirect IT Services	\$ 75,198	\$ 104,374	\$ 104,374	\$ -
10-437-30 Wastewater - Indirect IT Services	54,454	56,405	56,405	-
10-437-40 General Admin. Refuse	20,000	20,000	20,000	-
10-437-80 Open Space - Indirect IT Services	13,328	15,990	15,990	-
TOTAL TRANSFERS FROM OTHER FUNDS	\$ 162,981	\$ 196,769	\$ 196,769	\$ -
TOTAL GENERAL FUND REVENUES	\$ 12,156,760	\$ 12,170,276	\$ 13,277,776	\$ 1,107,500

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 49,346	\$ 49,315	\$ 49,315	\$ -
SUPPLIES	56	300	300	-
CHARGES FOR SERVICES	5,570	16,350	16,350	-
DISCRETIONARY FUNDING	108,044	181,500	191,500	10,000
FIXED CHARGES	301	831	831	-
TOTAL EXPENDITURES	\$ 163,317	\$ 248,296	\$ 258,296	\$ 10,000

FUND: GENERAL
DEPT: GENERAL GOVERNMENT

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 106,483	\$ 605,267	\$ 605,267	\$ -
SUPPLIES	10,473	500	500	-
CHARGES FOR SERVICES	195,188	241,615	1,341,615	1,100,000
DISCRETIONARY FUNDING	-	-	-	-
FIXED CHARGES	19,793	22,500	22,500	-
TOTAL EXPENDITURES	\$ 331,937	\$ 869,882	\$ 1,969,882	\$ 1,100,000

FUND: GENERAL
DEPT: GENERAL ADMINISTRATION

SUMMARY OF EXPENDITURES

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 472,342	\$ 649,888	\$ 649,888	\$ -
SUPPLIES	8,117	8,955	8,955	-
CHARGES FOR SERVICES	195,931	262,694	262,694	-
FIXED CHARGES	13,632	17,050	17,050	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	\$ 690,023	\$ 938,587	\$ 938,587	\$ -

FUND: GENERAL
DEPT: INFORMATION TECHNOLOGY

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 98,765	\$ 197,404	\$ 197,404	\$ -
SUPPLIES	68,131	87,500	87,500	-
CHARGES FOR SERVICES	449,369	560,416	592,416	32,000
FIXED CHARGES	1,111	1,722	1,722	-
TOTAL EXPENDITURES	\$ 617,375	\$ 847,042	\$ 879,042	\$ 32,000

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 644,479	\$ 1,073,021	\$ 1,073,021	\$ -
SUPPLIES	5,645	5,250	5,250	-
CHARGES FOR SERVICES	433,309	397,095	397,095	-
FIXED CHARGES	1,608	2,268	2,268	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	\$ 1,085,041	\$ 1,477,634	\$ 1,477,634	\$ -

FUND: GENERAL
DEPT: STREETS

SUMMARY OF EXPENDITURES

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 459,290	\$ 729,842	\$ 729,842	\$ -
SUPPLIES	176,361	157,620	157,620	-
CHARGES FOR SERVICES	1,106,256	1,097,199	1,097,199	-
FIXED CHARGES	16,464	17,862	17,862	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	\$ 1,758,370	\$ 2,002,522	\$ 2,002,522	\$ -

FUND:GENERAL
DEPT: ENGINEERING

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 289,855	\$ 324,893	\$ 324,893	\$ -
SUPPLIES	3,517	7,450	7,450	-
CHARGES FOR SERVICES	6,338	20,000	20,000	-
FIXED CHARGES	1,691	3,944	3,944	-
TOTAL EXPENDITURES	\$ 301,401	\$ 356,287	\$ 356,287	\$ -

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 451,588	\$ 626,962	\$ 626,962	\$ -
SUPPLIES	79,949	152,972	160,472	7,500
CHARGES FOR SERVICES	210,299	405,492	405,492	-
FIXED CHARGES	52,275	53,533	53,533	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 794,111</u>	<u>\$ 1,238,959</u>	<u>\$ 1,246,459</u>	<u>\$ 7,500</u>

FUND:GENERAL
DEPT:PUBLIC SAFETY

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 1,735,690	\$ 2,246,078	\$ 2,246,078	\$ -
SUPPLIES	143,456	180,258	180,258	-
CHARGES FOR SERVICES	405,233	447,045	447,045	-
FIXED CHARGES	34,506	38,457	38,457	-
TOTAL EXPENDITURES	\$ 2,318,886	\$ 2,911,838	\$ 2,911,838	\$ -

FUND:GENERAL
DEPT: MUNICIPAL COURT

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 41,252	\$ 57,596	\$ 57,596	\$ -
SUPPLIES	509	1,350	1,350	-
CHARGES FOR SERVICES	33,455	36,403	36,403	-
DISCRETIONARY FUNDING	-	-	-	-
FIXED CHARGES	84	108	108	-
TOTAL EXPENDITURES	\$ 75,300	\$ 95,457	\$ 95,457	\$ -

FUND: GENERAL
DEPT: INFORMATION CENTER

SUMMARY OF EXPENDITURES

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 20,756	\$ 24,033	\$ 24,033	\$ -
SUPPLIES	(156)	800	800	-
CHARGES FOR SERVICES	38	-	-	-
FIXED CHARGES	50	54	54	-
TOTAL EXPENDITURES	\$ 20,688	\$ 24,887	\$ 24,887	-
				\$ -

FUND: GENERAL
DEPT: MARKETING & EVENTS

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 165,041	\$ 257,680	\$ 257,680	\$ -
SUPPLIES	7,459	6,675	6,675	-
CHARGES FOR SERVICES	194,955	237,475	269,475	32,000
FIXED CHARGES	1,166	1,783	1,783	-
TOTAL EXPENDITURES	\$ 368,622	\$ 503,613	\$ 535,613	\$ 32,000

WATER FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
DEBT SERVICE ¹	\$ 677,792	\$ 839,107	\$ 726,786	\$ (112,321)
ASSIGNED FUND BALANCE	14,548,875	16,317,456	17,069,791	752,335
TOTAL FUND BALANCES (Beginning)	\$ 15,226,667	\$ 17,156,563	\$ 17,796,578	\$ 640,015
REVENUE				
Operating Revenues	\$ 4,468,918	\$ 4,486,651	\$ 4,486,651	\$ -
Interest on Investments	246,119	336,000	336,000	-
Other Revenue	95,410	92,000	92,000	-
Prepaid Plant Investment Fees	-	-	-	-
Plant Investment Fees (Tap Fees)	996,673	650,000	650,000	-
Loan Proceeds	-	-	-	-
Intergovernmental Contributions	-	-	-	-
Water System Imp Fees E.R.	-	-	-	-
Water Miscellaneous Revenue	-	-	-	-
Water Rights, Cash in Lieu	-	-	-	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 5,807,121	\$ 5,564,651	\$ 5,564,651	\$ -
TOTAL SOURCES	\$ 21,033,787	\$ 22,721,214	\$ 23,361,229	\$ 640,015
EXPENDITURES				
Operating Expenditures	\$ 1,642,633	\$ 2,485,632	\$ 2,485,632	\$ -
Capital Expenditures	254,865	5,177,852	5,177,852	-
Debt Service	1,264,513	1,263,883	1,263,883	-
Transfers-Out	75,198	104,374	104,374	-
TOTAL EXPENDITURES	\$ 3,237,210	\$ 9,031,741	\$ 9,031,741	\$ -
NET SOURCE (USE) OF FUNDS	\$ 2,569,911	\$ (3,467,090)	\$ (3,467,090)	\$ -
FUND BALANCES (Ending):				
RESTRICTED FOR:				
DEBT SERVICE ¹	\$ 726,786.45	\$ 937,379	\$ 937,378.78	\$ -
ASSIGNED FUND BALANCE	17,069,791	12,752,094	13,392,109	640,015
TOTAL FUND BALANCE (Ending)	\$ 17,796,578	\$ 13,689,473	\$ 14,329,488	\$ 640,015

¹ Per the 2018 loan agreement the Town shall maintain an operations and maintenance reserve in an amount equal to three months operations and maintenance expenses (not to exceed \$1,250,000)

UTILITY (WASTE WATER) FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
RATE STABILIZATION ACCOUNT ¹	\$ 283,647	\$ 413,859	\$ 365,568	\$ (48,291)
ASSIGNED FUND BALANCE	\$ 7,888,041	\$ 8,638,643	\$ 8,980,695	\$ 342,052
TOTAL FUND BALANCES (Beginning)	\$ 8,171,688	\$ 9,052,502	\$ 9,346,263	\$ 293,761
REVENUE				
Operating Revenues	\$ 2,889,907	\$ 2,971,800	\$ 2,971,800	\$ -
Interest on Investments	133,136	160,000	160,000	-
Taxes	-	-	-	-
Plant Investment Fees (Tap Fees)	597,800	550,000	550,000	-
Loan Proceeds	-	-	-	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 3,620,843	\$ 3,681,800	\$ 3,681,800	\$ -
TOTAL SOURCES	\$ 11,792,531	\$ 12,734,302	\$ 13,028,063	\$ 293,761
EXPENDITURES				
Operating Expenditures	\$ 1,407,819	\$ 1,784,330	\$ 1,784,330	\$ -
Capital Expenditures	12,815	1,201,168	1,201,168	-
Debt Service	971,181	972,269	972,269	-
Transfers-Out	54,454	56,405	56,405	-
TOTAL EXPENDITURES	\$ 2,446,268	\$ 4,014,172	\$ 4,014,172	\$ -
NET SOURCE (USE) OF FUNDS	\$ 1,174,575	\$ (332,372)	\$ (332,372)	\$ -
FUND BALANCES (Ending):				
RESTRICTED FOR:				
RATE STABILIZATION ACCOUNT ¹	\$ 365,568	\$ 460,184	\$ 460,184	\$ -
ASSIGNED FUND BALANCE	8,980,695	8,259,946	8,553,707	293,761
FUND BALANCE (Ending)	\$ 9,346,263	\$ 8,720,130	\$ 9,013,890	\$ 293,761

¹ Per the 2007 loan the Town shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the system

REFUSE FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
ASSIGNED FUND BALANCE	\$ 261,743	\$ 270,203	\$ 291,594	\$ 21,391
TOTAL FUND BALANCES (Beginning)	\$ 261,743	\$ 270,203	\$ 291,594	\$ 21,391
REVENUE				
Operating Revenues	\$ 693,514	\$ 746,000	\$ 746,000	\$ -
Non-Operating Revenues	5,223	7,500	7,500	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 698,737	\$ 753,500	\$ 753,500	\$ -
TOTAL SOURCES	\$ 960,480	\$ 1,023,703	\$ 1,045,094	\$ 21,391
EXPENDITURES				
Operating Expenditures	\$ 648,886	\$ 716,053	\$ 716,053	\$ -
Capital Expenditures	-	-	-	-
Transfers-Out	20,000	20,000	20,000	-
TOTAL EXPENDITURES	\$ 668,886	\$ 736,053	\$ 736,053	\$ -
NET SOURCE (USE) OF FUNDS	\$ 29,851	\$ 17,447	\$ 17,447	\$ -
FUND BALANCES (Ending):				
ASSIGNED FUND BALANCE	\$ 291,594	\$ 287,650	\$ 309,041	\$ 21,391
TOTAL FUND BALANCE (Ending)	\$ 291,594	\$ 287,650	\$ 309,041	\$ 21,391

STORMWATER FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
ASSIGNED FUND BALANCE	\$ 80,233	\$ 132,538	\$ 168,351	\$ 35,813
TOTAL FUND BALANCES (Beginning)	\$ 80,233	\$ 132,538	\$ 168,351	\$ 35,813
REVENUE				
Operating Revenues	\$ 90,320	\$ 90,000	\$ 90,000	\$ -
Non-Operating Revenues	1,674	3,000	3,000	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 91,994	\$ 93,000	\$ 93,000	\$ -
TOTAL SOURCES	\$ 172,227	\$ 225,538	\$ 261,351	\$ 35,813
EXPENDITURES				
Operating Expenditures	\$ 3,876	\$ 86,033	\$ 86,033	\$ -
Capital Expenditures	-	-	-	-
Transfers-Out	-	-	-	-
TOTAL EXPENDITURES	\$ 3,876	\$ 86,033	\$ 86,033	\$ -
NET SOURCE (USE) OF FUNDS	\$ 88,118	\$ 6,967	\$ 6,967	\$ -
FUND BALANCES (Ending):				
ASSIGNED FUND BALANCE	\$ 168,351	\$ 139,505	\$ 175,318	\$ 35,813
TOTAL FUND BALANCE (Ending)	\$ 168,351	\$ 139,505	\$ 175,318	\$ 35,813

CAPITAL IMPROVEMENTS FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
COMMUNITY ENHANCEMENT	\$ 356,995	\$ 370,955	\$ 407,901	\$ 36,946
TRANSPORTATION EXPENDITURES	1,668,606	1,691,106	1,697,801	6,695
ASSIGNED FOR:				
GRAND AVENUE	3,750,371	4,750,371	4,750,371	-
OTHER CAPITAL PROJECTS	2,525,360	3,544,759	4,389,234	844,475
TOTAL FUND BALANCES (Beginning)	\$ 8,301,332	\$ 10,357,191	\$ 11,245,307	\$ 888,116
REVENUE				
31-430-45 Capital Improvement Interest	\$ 114,643	\$ 120,000	\$ 120,000	\$ -
31-430-46 Community Enhancement Interest	5,478	7,200	7,200	-
31-430-47 Devolution & Transportation Interest	29,195	33,600	33,600	-
31-430-50 Community Enhancement 1	50,906	50,429	50,429	-
31-430-60 Municipal Land Dedication	-	-	-	-
31-430-70 Miscellaneous Income	-	-	-	-
31-430-74 Developer Contribution to Grand Ave.	-	-	-	-
31-430-75 CDOT Devolution	-	-	-	-
31-430-77 Eagle County Contributions	-	-	-	-
31-430-78 ECO Reimbursement	-	-	-	-
31-430-84 Public Safety Impact Fees	63,957	11,840	11,840	-
31-430-85 Street Impact Fees	32,948	46,287	46,287	-
31-430-86 Use Tax	828,862	1,265,000	1,265,000	-
31-430-87 Grants	68,750	-	-	-
31-437-10 Transfer from General Fund	3,000,000	2,550,000	2,550,000	-
TOTAL REVENUE	\$ 4,194,740	\$ 4,084,356	\$ 4,084,356	\$ -
TOTAL SOURCES	\$ 12,496,072	\$ 14,441,547	\$ 15,329,663	\$ 888,116
EXPENDITURES				
Capital Expenditures	\$ 1,250,765	\$ 3,017,854	\$ 3,551,813	\$ 533,959
Transfers to Other Funds	-	-	-	-
TOTAL EXPENDITURES	\$ 1,250,765	\$ 3,017,854	\$ 3,551,813	\$ 533,959
NET SOURCE (USE) OF FUNDS	\$ 2,943,975	\$ 1,066,502	\$ 532,543	\$ (533,959)
FUND BALANCES (Ending):				
RESTRICTED FOR:				
COMMUNITY ENHANCEMENT	\$ 407,901	\$ 428,584	\$ 50,429	\$ (378,155)
TRANSPORTATION EXPENDITURES	1,697,801	1,724,706	1,731,401	6,695
ASSIGNED FOR: CAPITAL PROJECTS:				
GRAND AVENUE	4,750,371	6,722,371	6,722,371	-
OTHER CAPITAL PROJECTS	4,389,234	2,548,032	3,273,649	725,617
TOTAL FUND BALANCES (Ending):	\$ 11,245,307	\$ 11,423,693	\$ 11,777,850	\$ 354,157

1 Per Holy Cross Energy (HCE) 2010 Franchise agreement, the Town receives 1% of the municipalities revenue. The funds received are restricted to be spent on programs approved by HCE.

DETAIL CAPITAL EXPENDITURES

		ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
BLDGS, PARKS & OPEN SPACE					
31-51-724	Pool and Ice Capital Improvements Funding	\$ 50,000	\$ 50,000	\$ 300,000	\$ 250,000
31-51-726	Old Town Hall Improvements	-	-	-	-
31-51-727	Bus Shelters	-	-	-	-
31-51-728	Castle Peak Senior Center	-	-	-	-
31-51-729	Pool and Ice Facility Expansion	-	-	-	-
31-51-730	Town Hall Improvements	182,644	588,467	616,957	28,490
31-51-745	Town Parks Improvements	19,807	-	-	-
31-51-750	Town Shop Improvements	11,653	-	-	-
31-51-751	IT Improvements	-	402,507	402,507	-
31-51-752	Public Art	43,031	425,000	581,969	156,969
31-51-760	Skate Park	-	-	-	-
31-51-765	Eagle Valley Trail Funding	-	-	-	-
	TOTAL BLDGS, PARKS & OPEN SPACE	\$ 307,135	\$ 1,465,974	\$ 1,901,433	\$ 435,459
STREETS & RIGHTS-OF-WAY					
31-52-712	R-O-W Improvements	\$ -	\$ 30,000	\$ 30,000	\$ -
31-52-714	Allen Tract Survey	-	-	-	-
31-52-716	CBD Parking/Streetscape Improvements	-	-	-	-
31-52-724	Storm Drain Improvements	-	-	-	-
31-52-719	Monument Reader Board	-	-	-	-
31-52-723	Grand Avenue Planning	-	-	-	-
31-52-726	CDOT ROW at Gateway Beautification	-	-	-	-
31-52-729	Path Improvements	-	-	-	-
31-52-733	Eby Creek Road ROW Acquisitions	-	-	-	-
31-52-734	Eby Creek Road Construction	-	-	-	-
31-52-736	Eby Creek Road Final Design	-	-	-	-
31-52-737	Traffic Control Improvements	20,495	350,000	350,000	-
31-52-740	Street Lights	-	88,200	88,200	-
31-52-780	Grand Avenue Improvements	208,988	578,000	578,000	-
	TOTAL STREETS & RIGHTS-OF-WAY	\$ 229,484	\$ 1,046,200	\$ 1,046,200	\$ -
EQUIPMENT					
31-54-715	Street Sweeper	\$ 289,214	\$ -	\$ -	\$ -
31-54-728	Snow Removal Equipment	-	63,654	162,154	98,500
31-54-730	Multipurpose Truck	-	190,000	190,000	-
31-54-735	Airport Kiosk	-	-	-	-
31-54-736	Flail Mower	-	-	-	-
31-54-729	Project THOR	124,288	-	-	-
31-54-740	4x4 Pickups	-	-	-	-
31-54-745	Crackseal Melter	-	-	-	-
31-54-750	Cinder Spreader	-	-	-	-
31-54-755	Shouldering Machine	-	-	-	-
31-54-764	Tents	-	-	-	-
31-54-765	Trailer	-	-	-	-
31-54-780	Mower	38,814	-	-	-
31-54-785	Skidsteer	-	-	-	-
31-54-795	Loader	-	-	-	-
31-54-797	Hook Truck	-	-	-	-
31-55-715	Police Equipment	5,593	36,794	36,794	-
31-55-724	Patrol Vehicles	256,237	215,232	215,232	-
	TOTAL EQUIPMENT	\$ 714,146	\$ 505,680	\$ 604,180	\$ 98,500
CONTINGENCY					
31-51-900	CONTINGENCY	\$ -	\$ -	\$ -	\$ -
TRANSFERS					
31-51-920	Transfer to General Fund	\$ -	\$ -	\$ -	\$ -
31-51-940	Transfer to Sales Tax CIF	-	-	-	-
31-51-950	Transfer to Broadband	-	-	-	-
	TOTAL TRANSFERS	\$ -	\$ -	\$ -	\$ -
	TOTAL EXPENDITURES	\$ 1,250,765	\$ 3,017,854	\$ 3,551,813	\$ 533,959

SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND) SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ -
NONSPENDABLE	11,871	11,871	-	(11,871)
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	1,370,029	1,378,566	1,905,555	526,989
TOTAL FUND BALANCES (Beginning)	<u>\$ 1,543,519</u>	<u>\$ 1,552,056</u>	<u>\$ 2,067,174</u>	<u>\$ 515,118</u>
REVENUE				
61-431-30 Sales Tax	\$ 998,524	\$ 1,015,000	\$ 1,015,000	\$ -
61-433-10 Grants	-	-	-	-
61-436-10 Interest - ColoTrust STCIF	35,234	23,920	23,920	-
61-436-42 Contributions & Donations	5,000	-	-	-
61-436-70 Miscellaneous Revenue	-	-	-	-
TOTAL REVENUE	<u>\$ 1,038,758</u>	<u>\$ 1,038,920</u>	<u>\$ 1,038,920</u>	<u>\$ -</u>
TOTAL SOURCES	<u>\$ 2,582,277</u>	<u>\$ 2,590,976</u>	<u>\$ 3,106,094</u>	<u>\$ 515,118</u>
EXPENDITURES				
CHARGES FOR SERVICES				
61-50-347 Professional Services	\$ 10,171	\$ -	\$ -	\$ -
61-50-351 Legal	3,351	15,000	15,000	-
61-50-354 Engineering	-	-	-	-
61-50-360 R&M Services	-	-	-	-
TOTAL CHARGES FOR SERVICES	<u>\$ 13,522</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>	<u>\$ -</u>
DISCRETIONARY FUNDING				
61-50-450 Eagle County Trails Funding	-	25,000	25,000	-
TOTAL DISCRETIONARY FUNDING	<u>\$ -</u>	<u>\$ 25,000</u>	<u>\$ 25,000</u>	<u>\$ -</u>
CAPITAL OUTLAY				
61-50-720 Multi-Use Rec Facilities Improvements	\$ -	\$ -	\$ -	\$ -
61-50-730 Paved Path Improvements	-	140,250	140,250	-
61-50-745 Town Park Improvements	3,189	700,000	700,000	-
61-50-760 River Park Improvements	176,954	40,000	349,511	309,511
TOTAL CAPITAL OUTLAY	<u>\$ 180,143</u>	<u>\$ 880,250</u>	<u>\$ 1,189,761</u>	<u>\$ 309,511</u>
DEBT SERVICE				
61-50-815 Debt Service	\$ 105,000	\$ 110,000	\$ 110,000	\$ -
61-50-816 Debt Service Interest	215,938	211,738	211,738	-
61-50-810 Cost of Issuance	-	-	-	-
61-50-820 Agent Fees	500	500	500	-
TOTAL DEBT SERVICE	<u>\$ 321,438</u>	<u>\$ 322,238</u>	<u>\$ 322,238</u>	<u>\$ -</u>
CONTINGENCY				
61-50-900 CONTINGENCY	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL EXPENDITURES	<u>\$ 515,102</u>	<u>\$ 1,242,488</u>	<u>\$ 1,551,999</u>	<u>\$ 309,511</u>
NET SOURCE (USE) OF FUNDS	<u>\$ 523,655</u>	<u>\$ (203,568)</u>	<u>\$ (513,079)</u>	<u>\$ (309,511)</u>
FUND BALANCES (Ending):				
RESTRICTED FOR:				
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ -
NONSPENDABLE	-	-	-	-
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	1,905,555	1,186,869	1,392,476	205,607
TOTAL FUND BALANCES (Ending):	<u>\$ 2,067,174</u>	<u>\$ 1,348,488</u>	<u>\$ 1,554,095</u>	<u>\$ 205,607</u>

CONSERVATION TRUST FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FUND BALANCE	\$ 118,589	\$ 141,299	\$ 144,927	\$ -
TOTAL FUND BALANCES (Beginning)	\$ 118,589	\$ 141,299	\$ 144,927	\$ 3,628
REVENUES				
71-430-10 Lottery Proceeds	\$ 47,859	\$ 40,000	\$ 40,000	\$ -
71-430-20 Interest on Investments	2,463	2,900	2,900	-
TOTAL REVENUES	\$ 50,322	\$ 42,900	\$ 42,900	\$ -
TOTAL SOURCES	\$ 168,911	\$ 184,199	\$ 187,827	\$ -
EXPENDITURES				
71-50-347 Professional Services	\$ 23,984	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 23,984	\$ -	\$ -	\$ -
NET SOURCE (USE) OF FUNDS	\$ 26,338	\$ 42,900	\$ 42,900	\$ -
FUND BALANCES (Ending):				
RESTRICTED FUND BALANCE	\$ 144,927	\$ 184,199	\$ 187,827	\$ -
TOTAL FUND BALANCE (Ending)	\$ 144,927	\$ 184,199	\$ 187,827	\$ 3,628

OPEN SPACE PRESERVATION FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
COMMITTED FUND BALANCE	\$ 694,982	\$ 712,387	\$ 763,078	\$ 50,691
TOTAL FUND BALANCES (Beginning)	\$ 694,982	\$ 712,387	\$ 763,078	\$ 50,691
REVENUES				
81-430-10 Lodging Tax	\$ 249,550	\$ 252,350	\$ 252,350	\$ -
81-430-15 Penalty & Interest	656	500	500	-
81-430-20 Interest on Investments	11,708	14,000	14,000	-
81-431-00 State Grants (GOCO)	-	10,000	10,000	-
81-433-00 Other Grants	2,062	10,000	10,000	-
81-437-10 Transfer from General Fund	150,000	150,000	170,000	20,000
TOTAL REVENUES	\$ 413,977	\$ 436,850	\$ 456,850	\$ 20,000
TOTAL SOURCES	\$ 1,108,959	\$ 1,149,237	\$ 1,219,928	\$ 70,691
EXPENDITURES				
Operating Expenses	\$ 235,425	\$ 332,656	\$ 354,756	\$ 22,100
Capital Expenditures	97,128	170,500	170,500	-
Transfers-Out	13,328	15,990	15,990	-
TOTAL EXPENIDTURES	\$ 345,881	\$ 519,146	\$ 541,246	\$ 22,100
NET SOURCE (USE) OF FUNDS	\$ 68,096	\$ (82,296)	\$ (84,396)	\$ (2,100)
FUND BALANCES (Ending):				
COMMITTED FUND BALANCE	\$ 763,078	\$ 630,091	\$ 678,682	\$ 48,591
TOTAL FUND BALANCE (Ending)	\$ 763,078	\$ 630,091	\$ 678,682	\$ 48,591

SUMMARY OF EXPENDITURES

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
PERSONNEL	\$ 146,165	\$ 179,260	\$ 179,260	\$ -
MATERIALS & SUPPLIES	8,048	14,675	14,675	-
CHARGES FOR SERVICES	69,621	136,517	158,617	22,100
DISCRETIONARY FUNDING	10,000	-	-	-
FIXED CHARGES	1,591	2,205	2,205	-
CAPITAL EXPENDITURES	97,128	170,500	170,500	-
TRANSFERS TO OTHER FUNDS	13,328	15,990	15,990	-
TOTAL EXPENDITURES	\$ 345,881	\$ 519,146	\$ 541,246	\$ 22,100

DOWNTOWN DEVELOPMENT AUTHORITY FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ 6,361	\$ -
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,361</u>	<u>\$ 6,361</u>
REVENUES				
91-431-10 TIF Property Taxes	\$ -	\$ 17,398	\$ 17,398	\$ -
91-436-10 DDA Interest	14	-	-	-
91-436-70 Miscellaneous	-	-	-	-
91-437-10 Transfer From General Fund	65,000	20,000	20,000	-
TOTAL REVENUES	<u>\$ 65,014</u>	<u>\$ 37,398</u>	<u>\$ 37,398</u>	<u>\$ -</u>
TOTAL SOURCES	<u>\$ 65,014</u>	<u>\$ 37,398</u>	<u>\$ 43,759</u>	<u>\$ -</u>
EXPENDITURES				
91-50-210 Office Supplies	\$ -	\$ -	\$ -	\$ -
91-50-220 Operating Supplies	-	-	-	-
91-50-330 Dues & Subscriptions	1,000	1,000	1,000	-
91-50-347 Professional Services	53,924	21,250	21,250	-
91-50-351 Legal	3,194	15,148	15,148	-
91-50-371 Travel	535	-	-	-
91-50-385 Treasurer Fees	-	-	-	-
91-50-510 Insurance	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 58,653</u>	<u>\$ 37,398</u>	<u>\$ 37,398</u>	<u>\$ -</u>
NET SOURCE (USE) OF FUNDS	<u>\$ 6,361</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
FUND BALANCES (Ending):				
RESTRICTED FUND BALANCE	\$ 6,361	\$ -	\$ 6,361	\$ -
TOTAL FUND BALANCE (Ending)	<u>\$ 6,361</u>	<u>\$ -</u>	<u>\$ 6,361</u>	<u>\$ 6,361</u>

PARKING FEE IN LIEU FUND SUMMARY

	ACTUAL 2022	BUDGET 2023	REVISED 2023	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
REVENUES				
Parking Fee in Lieu - Operating	\$ -	\$ -	\$ -	\$ -
Parking Fee in Lieu - Capital	-	-	-	-
Miscellaneous	-	-	-	-
TOTAL REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL SOURCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
EXPENDITURES				
Office Supplies	\$ -	\$ -	\$ -	\$ -
Operating Supplies	-	-	-	-
Professional Services	-	-	-	-
Legal	-	-	-	-
Insurance	-	-	-	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
NET SOURCE (USE) OF FUNDS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
FUND BALANCES (Ending):				
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL FUND BALANCE (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>