



Town Council
AMENDED AGENDA
Tuesday, August 27, 2024
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 *This will be an in-person meeting using Teams. 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.*

1. **Microsoft Teams meeting**
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 210 981 059 849
Passcode: UuWhN4
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 469-770-0416,,111256605#](#) United States, Dallas
Phone Conference ID: 111 256 605#
[Find a local number](#) | [Reset PIN](#)

CALL TO ORDER - 6:00 PM

ROLL CALL

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

PUBLIC COMMENT - 6:05 PM *Citizen public comment offers an opportunity for citizens to express opinions or ask questions regarding town services, policies, or other matters of community concern, and any items that are not on the agenda. Please attempt to keep comments to three (3) minutes; time limits are established to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak. When appropriate, any questions by the public during public comment will be followed up on by the Town Manager and Town staff. Those who are speaking are requested to state their name and address for the record.*

CONSENT AGENDA - 6:10 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes - August 13, 2024
2. Resolution 52, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final

Plat for Adams Way Townhouses"

3. Resolution 53, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final Plat for 7 Hermit Condominiums Filing 3"
4. Resolution 54, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Resident Occupied Deed Restriction for 7 Hermit Condominiums at Haymeadow"
5. Resolution 55, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with Logan Simpson for the Affordable Housing Accelerator Project"

STAFF REPORTS - 6:15 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

BUSINESS ITEMS - 6:20 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. Resolution 56, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Accepting a Petition for Annexation of a Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (West Eagle Housing Annexation)"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 6:30 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

EXECUTIVE SESSION - 6:35 PM

1. To consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a) specifically to discuss the Old Town Hall located at 108 West Second Street.
2. To hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding Helen Jane Tully v. Terrace Homeowners Association B, Inc. v. Town of Eagle, Case No. 2023CV30104.

ADDITIONAL BUSINESS ITEM

1. Direction regarding purchase, acquisition, lease, transfer, or sale of real, personal, or other property.
2. Consideration of Settlement Agreement Relating to Case No. 2023CV30104.

ADJOURN - 6:45 PM

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI – Eagle Guest



MEETING MINUTES
Town Council
Tuesday, August 13, 2024
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This was an in-person meeting using Teams.*

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCIL MEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier,
Geoffrey Grimmer, Nick Sunday, Jamie Woodworth
Foral, Bryan Woods

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Ruthanne H. Goff, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Carrie Buhlman, Police Chief
Tom Gosiorowski, Public Works Director
Peyton Heitzman, Community Development Director
Martha Miller, Engineer
Jamie Wilson, Communications & Marketing Specialist
Kira Koppel, Sustainability Specialist
Ryan Goebel, IT Analyst

ADOPTION OF AGENDA

MOTION: Council Member Nick Sunday motioned to approve the agenda as presented. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woods, and Woodworth Foral) and 0 opposed.

PUBLIC COMMENT – *there was no public comment.*

CONSENT AGENDA

MOTION: Council Member Bryan Woods motioned to approve the consent agenda. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woods, and Woodworth Foral) and 0 opposed.

1. Minutes - July 23, 2024

2. Bill Pay - July 2024
3. Resolution 47, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final Plat for 7 Hermit Condominiums Filing 2"
4. Resolution 49, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving an Engagement Letter with Bulter Snow LLP to Provide Bond Council Services and Authorizing the Town Manager to Execute the Engagement Letter"
5. Resolution 50, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with Stolfus & Associates, Inc. for Engineering Services"
6. Resolution 51, Series 2024 "A Resolution of Support for Eagle County Conservation District Ballot Question"

STAFF REPORTS

1. Town Manager Update
Larry Pardee provided verbal updates on the housing authority needs assessment with Eagle County and an update will be provided to the council at an upcoming work session.

Contractor EPS was here to discuss commercial linkage with staff. An upcoming work session will be scheduled with the council.

Brush Creek Playground will target a spring 2025 launch.
2. Department Update
3. 2nd Quarter 2024 - Budget to Actual Report and Revenue Analysis
Jill Kane highlighted that sales tax is currently down or flat in many sectors which may have budget implications for 2025.
4. 2nd Quarter 2024 - Capital Projects Budget to Actual Report
5. 2nd Quarter 2024 - Sales Tax
Council comments: would like to attract additional sales tax outlets in the grocery sector.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Sunday thanked public works for their response to the storm run-off in the Bluffs and all agencies for a response to a fire.

Council Member Kerst thanked the police department for National Night Out and added that he would like to see that event funded and more like it in the future.

Council Member Woodworth Foral thanked staff for outreach on composting, communications, and event support.

ADJOURN - 6:15 PM

MOTION: Council Member Mikel Kerst motioned to adjourn. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woods, and Woodworth Foral) and 0 opposed.

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor Turnipseed and Town Council

From: Sydney Dynek, Planner, Community Development

Date: August 27, 2024

Agenda Item: Resolution 52, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final Plat for Residences at Adam's Way Townhouses

REQUEST:

For Town Council to approve the Final Plat for Residences at Adam's Way Townhouses, subdividing one lot into 16 residential townhouse units at Parcel # 1939-333-47-003.

BACKGROUND:

In December 2023, Habitat for Humanity Vail Valley received approval for a Major Development Permit to construct 8 duplex units. This plat is to subdivide one lot into 16 residential townhouse units.

ANALYSIS:

Per the Municipal Code, Condominium/Townhouse Final Plats are reviewed by staff and approved by Town Council, a public hearing is not required. The Town's surveying consultant, the Town Engineer and Planning staff have reviewed this application for the technical requirements and have provided detailed comments to the applicant.

COMMUNITY INPUT:

Notice was provided, according to Section 4.17.050 of the Land Use Code. Staff has not received any letters of public comment as of August 21, 2024.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The final plat does not specifically align with any of the major objectives or goals in the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to **approve** Resolution 52, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final Plat for Residences at Adam's Way Townhouses.

ATTACHMENTS:

- Application & Narrative
- Final Plat
- Resolution 52, Series 2024



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
EMAIL: PLANNING@TOWNOFEAGLE.ORG
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME Adam's Way Road

PRESENT ZONE DISTRICT Residential Medium **PROPOSED ZONE DISTRICT** _____
(if applicable)

LOCATION

STREET ADDRESS 10,13,14,17,22,26,34,38,41,45,52,53,56,57,64, and 65 Adam's Way Road

PROPERTY DESCRIPTION

SUBDIVISION _____ **LOT(S)** ^{2A} _____ **BLOCK** _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE To subdivide parcel to give ownership interests for each home and to create one common parcel to be owned by the HOA

APPLICANT NAME Habitat for Humanity Vail Valley, Inc. **PHONE** (970) 748-6718

ADDRESS 455 Nottingham Ranch Road/P.O. Box 4149, Avon, CO 81620 **EMAIL** emily@habitatvailvalley.org

OWNER OF RECORD Habitat for Humanity Vail Valley, Inc. **PHONE** (970) 748-6718

ADDRESS 455 Nottingham Ranch Road/P.O. Box 4149, Avon, CO 81620 **EMAIL** emily@habitatvailvalley.org

REPRESENTATIVE* _____ **PHONE** _____

ADDRESS _____ **EMAIL** _____

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

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

- ☐ Applicable fees and deposits.
- ☐ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☐ Surrounding and interested Property Ownership Report (see project specific checklist for more information).
- ☐ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☐ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
3. The Town may withhold the recording of any Subdivision Final Plat or Development Plan or the signing of any Resolution or Ordinance until all pass-through fees are paid in full.
4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.



July 11, 2024

Signature

Date

FOR OFFICE USE ONLY

DATE RECEIVED _____ BY _____ FILE NUMBER _____
REVIEW FEE _____ DATE PAID _____ RECEIVED BY _____
DATE CERTIFIED COMPLETE _____ BY _____
P&Z HEARING DATE _____ DECISION _____
TC HEARING DATE _____ DECISION _____



Board of Directors

July 11, 2024

Kristin Kenney Williams
President

Pete Thompson
Vice President

Dan White
Treasurer

Kathy Chandler-Henry
Secretary

Chris Rowberry
Officer

John Welaj
Executive Director

Nick Brinkman
David Honeyfield
Jennifer Law
Magdalena Lopez
Bobby Murphy
Kevin O'Donnell
Jeris Romeo
Michael Routh
Toby Seay

Ms. Peyton Heitzman
Community Development Director – Town Planner
Town of Eagle
200 Broadway
Eagle, CO 81631

Re: Habitat for Humanity Vail Valley Duplex Subdivision

Dear Peyton:

Please accept this letter and the attachments as a formal application to complete the duplex subdivision process for eight duplex buildings (16 units) within the Residences at Adam's Way neighborhood.

Under cover of this letter please find:

- One executed application form
- Current title report
- Copy of the plat
- Adjacent property owner labels with map
- Mineral right memorandum
- Copy of declarations

Board Emeritus

Lisa Dennis
Stuart Green
Laureen Hopkins

A check representing the application fee \$450 and deposit of \$400 will be dropped off to the Community Development office.

All documents have been sent electronically. If you have any questions or require additional information please contact me at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read "Emily Peyton". The signature is fluid and cursive, with the first name being more prominent.

Emily Peyton

Copy: John Welaj, Executive Director

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 52
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A FINAL PLAT FOR ADAMS WAY TOWNHOUSES

WHEREAS, Habitat for Humanity Vail Valley, LLC ("Applicant") owns the real property described as Lot 2A, Eagle Valley Elementary and Middle School Subdivision, A Resubdivision of Lot 2, Eagle Valley Elementary and Middle School Subdivision in the Town of Eagle, Colorado (the "Property");

WHEREAS, Applicant filed an application for approval of the Adams Way Townhouses Final Plat, to subdivide one lot into 16 residential townhouse units on the Property (the "Application");

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

Section 1. Findings. The Town Council finds that the Application complies with the applicable criteria in Section 4.17.100.F. of the Eagle Municipal Code.

Section 2. Decision. Based on the foregoing findings, the Town Council approves the Application, subject to the following conditions: Within 30 days of the date of Town Council's Resolution, and prior to recordation of the Final Plat, Owner shall make technical corrections to the Application documents as directed by Town staff. The Town Planner may grant one administrative extension of this deadline of up to 30 days, upon good cause shown. Any further extensions must be authorized by the Town Council.

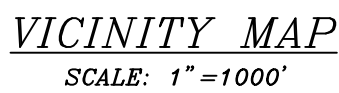
INTRODUCED, READ, PASSED AND ADOPTED ON AUGUST 27, 2024.

TOWN OF EAGLE, COLORADO

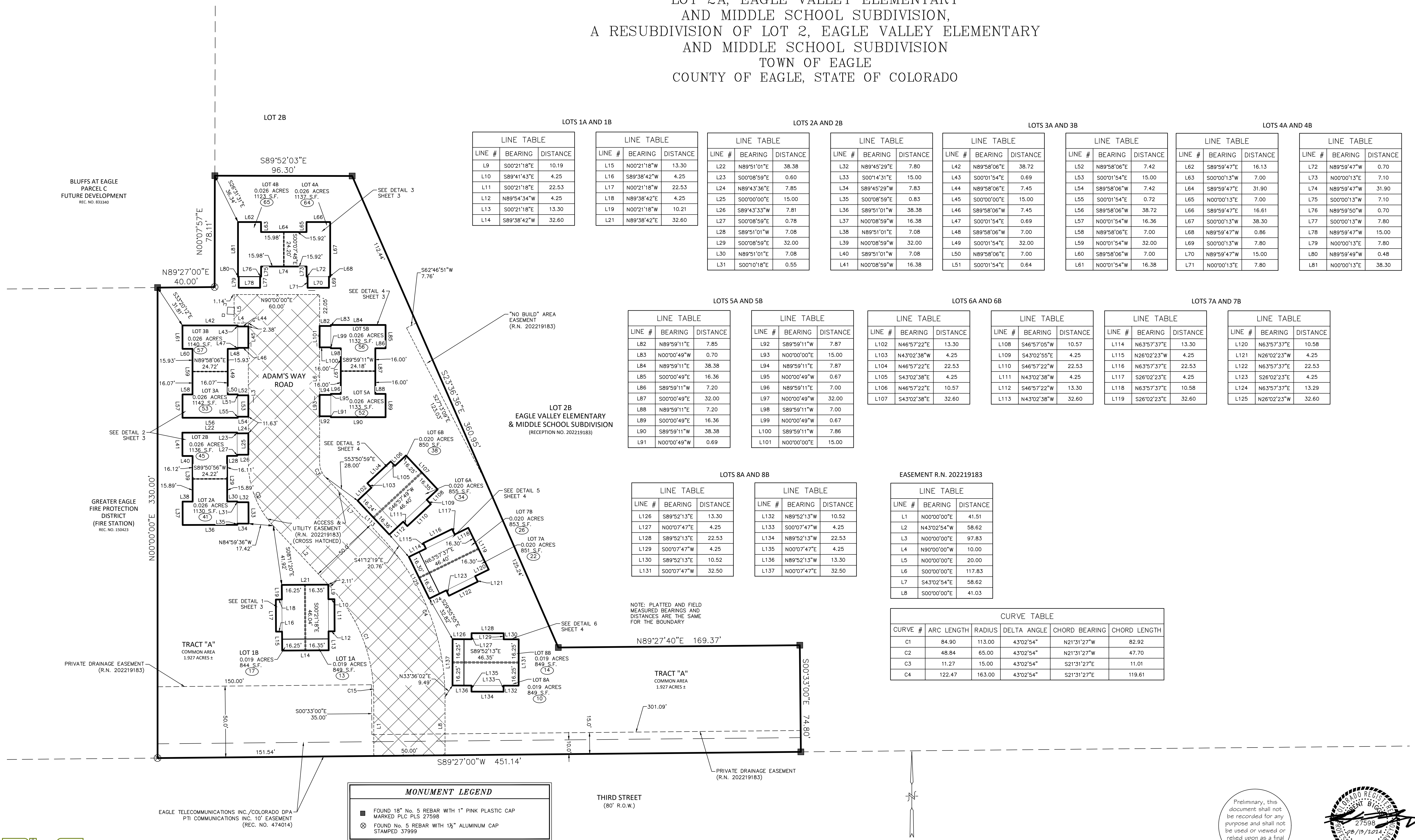
Scott Turnipseed, Mayor

ATTEST:

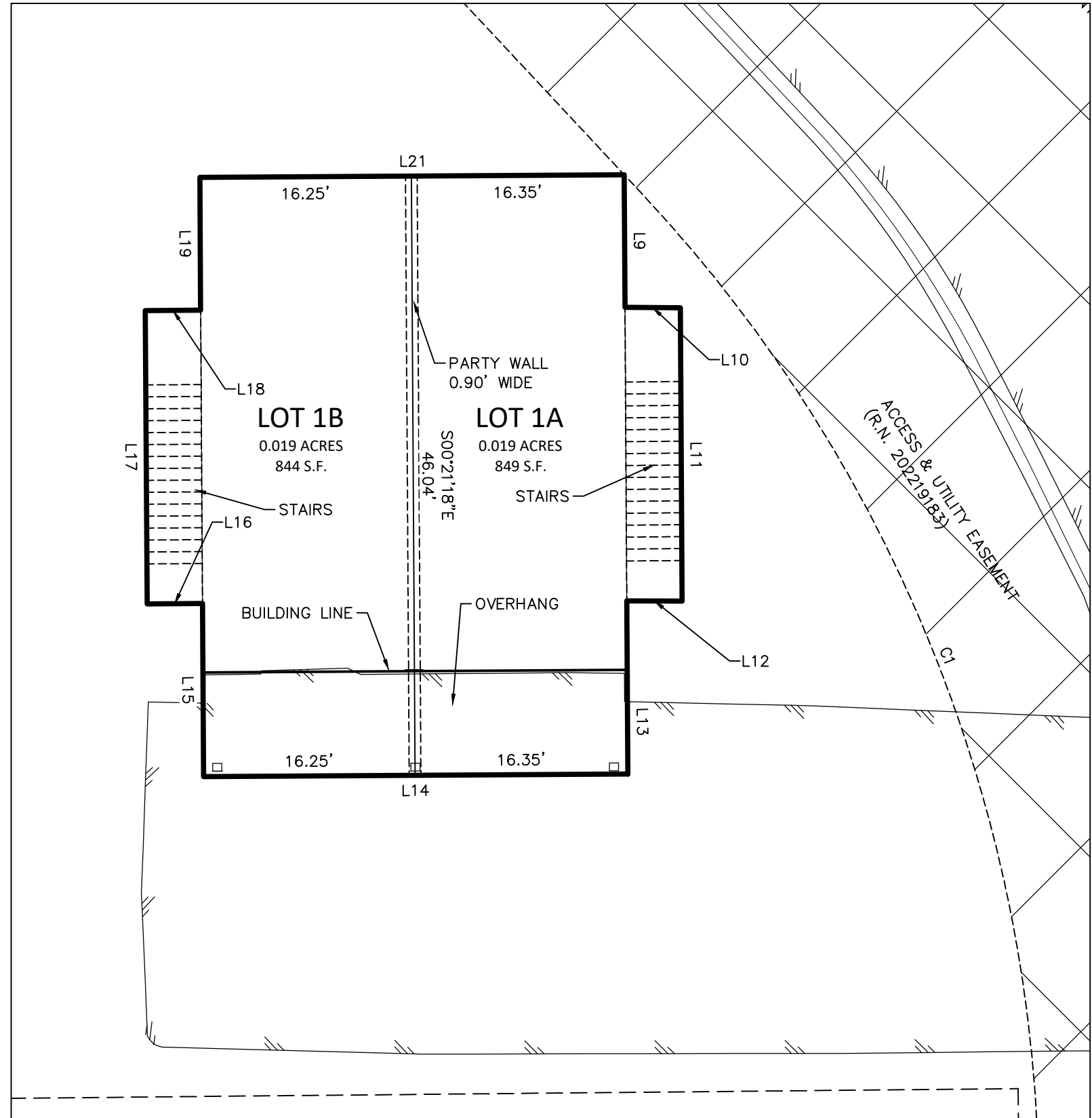
Jenny Rakow, Town Clerk



FINAL PLAT
RESIDENCES AT ADAM'S WAY
A RESUBDIVISION OF
LOT 2A, EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION,
A RESUBDIVISION OF LOT 2, EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION
TOWN OF EAGLE
COUNTY OF EAGLE, STATE OF COLORADO



FINAL PLAT
RESIDENCES AT ADAM'S WAY
A RESUBDIVISION OF
LOT 2A, EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION,
A RESUBDIVISION OF LOT 2, EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION
TOWN OF EAGLE
COUNTY OF EAGLE, STATE OF COLORADO



DETAIL 1
LOTS 1A AND 1B
SCALE 1"=10'

LOTS 1A AND 1B

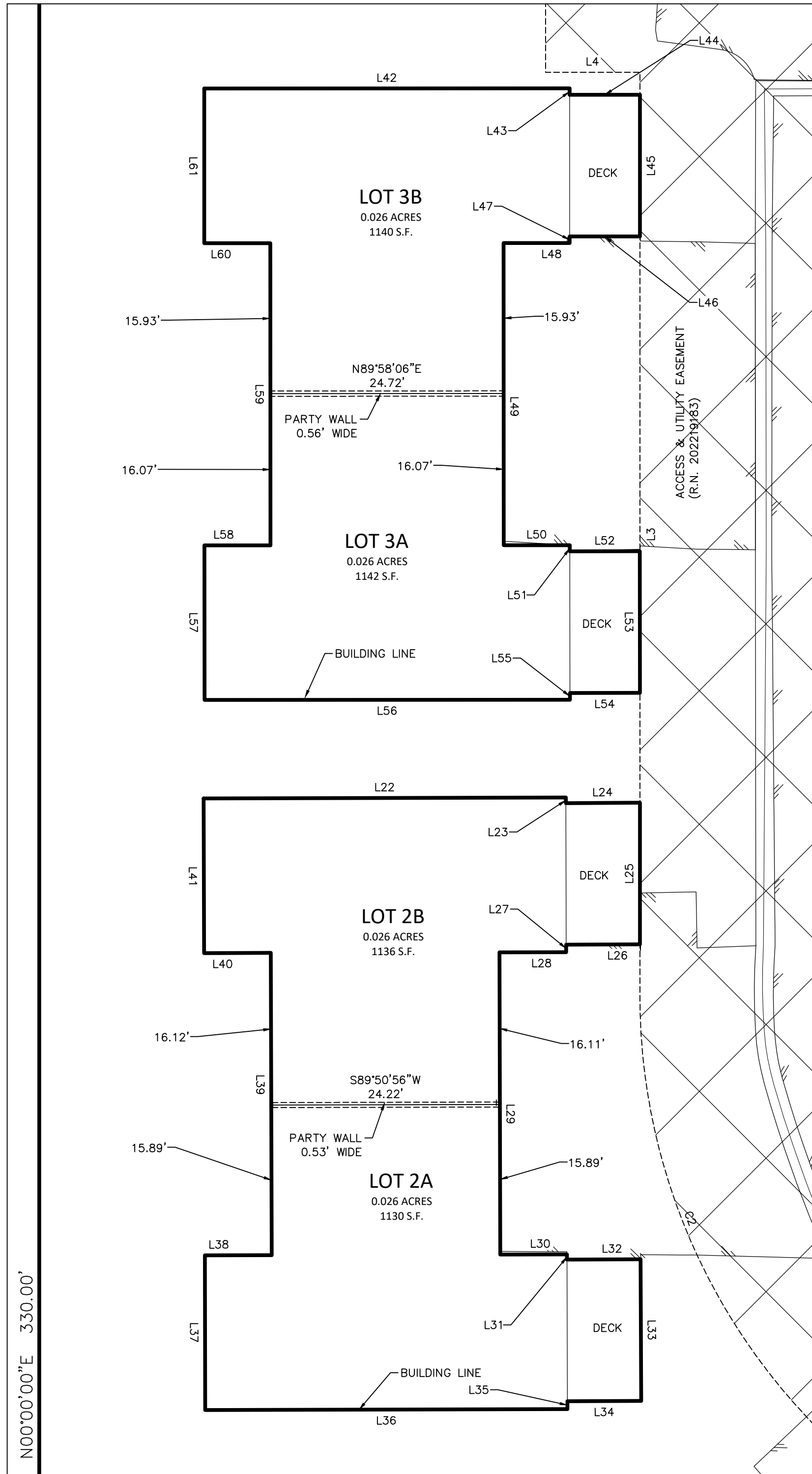
LINE TABLE		
LINE #	BEARING	DISTANCE
L9	S00°21'18"E	10.19
L10	S89°41'43"E	4.25
L11	S00°21'18"E	22.53
L12	N89°54'34"W	4.25
L13	S00°21'18"E	13.30
L14	S89°38'42"W	32.60

LINE TABLE		
LINE #	BEARING	DISTANCE
L15	N00°21'18"W	13.30
L16	S89°38'42"W	4.25
L17	N00°21'18"W	22.53
L18	N89°38'42"E	4.25
L19	N00°21'18"W	10.21
L21	N89°38'42"E	32.60

EASEMENT R.N. 202219183

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°00'00"E	41.51
L2	N43°02'54"W	58.62
L3	N00°00'00"E	97.83
L4	N90°00'00"W	10.00
L5	N00°00'00"E	20.00
L6	S00°00'00"E	117.83
L7	S43°02'54"E	58.62
L8	S00°00'00"E	41.03

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	84.90	113.00	43°02'54"	N21°31'27"W	82.92
C2	48.84	65.00	43°02'54"	N21°31'27"W	47.70
C3	11.27	15.00	43°02'54"	S21°31'27"E	11.01
C4	122.47	163.00	43°02'54"	S21°31'27"E	119.61



DETAIL 2
LOTS 2A AND 2B
3A AND 3B
SCALE 1"=10'

LEGEND
EDGE ASPHALT
STAIRWAY
PIER

LINE TABLE		
LINE #	BEARING	DISTANCE
L22	N89°51'01"E	38.38
L23	S00°08'59"E	0.60
L24	N89°43'36"E	7.85
L25	S00°00'00"E	15.00
L26	S89°43'33"W	7.81
L27	S00°08'59"E	0.78
L28	S89°51'01"W	7.08
L29	S00°08'59"E	32.00
L30	N89°51'01"E	7.08
L31	S00°10'18"E	0.55

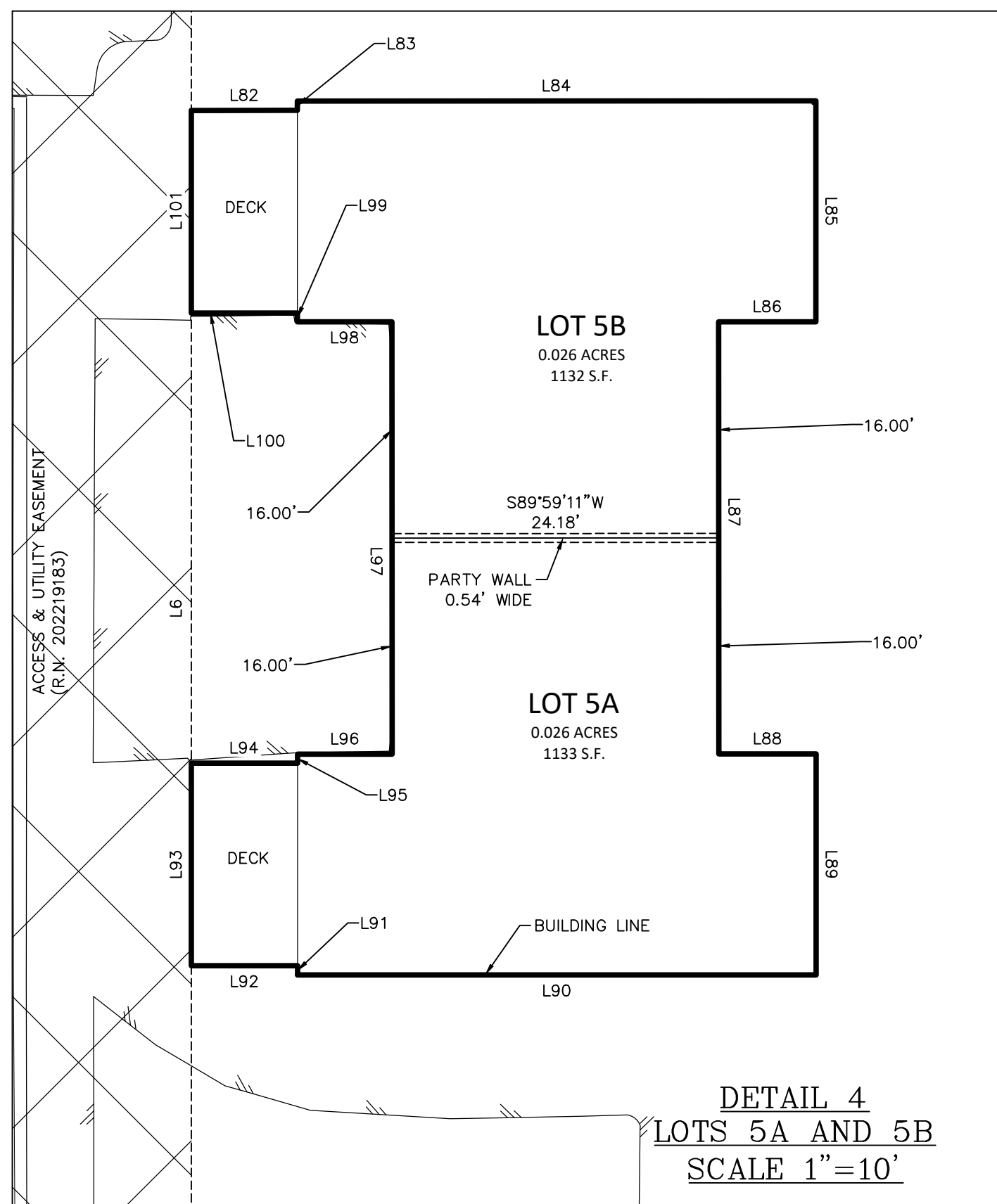
LINE TABLE		
LINE #	BEARING	DISTANCE
L32	N89°45'29"E	7.80
L33	S00°14'31"E	15.00
L34	S89°45'29"W	7.83
L35	S00°08'59"E	0.83
L36	S89°51'01"W	38.38
L37	N00°08'59"W	16.38
L38	N89°51'01"E	7.08
L39	N00°08'59"W	32.00
L40	S89°51'01"W	7.08
L41	N00°08'59"W	16.38

LOTS 2A AND 2B

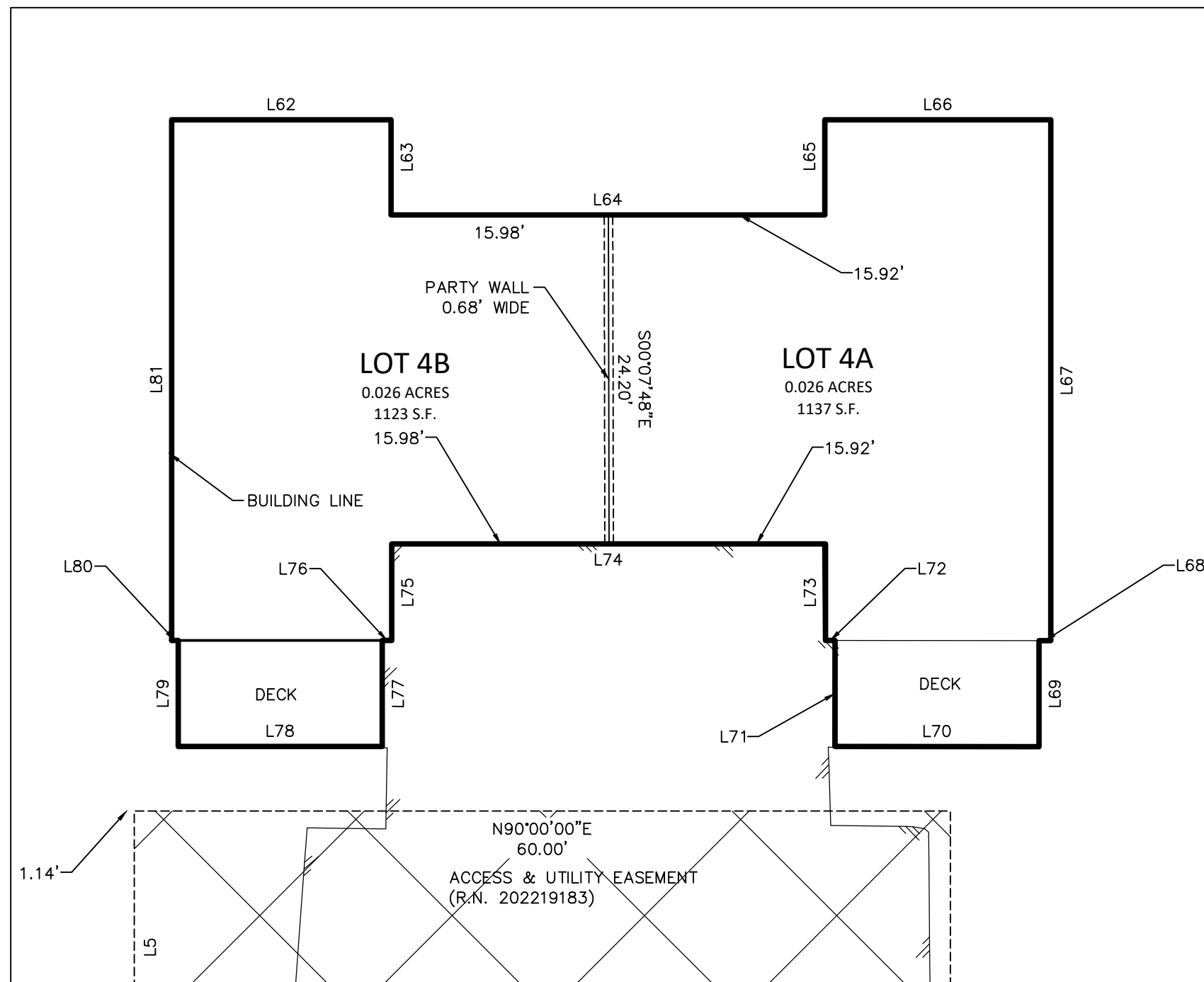
LINE TABLE		
LINE #	BEARING	DISTANCE
L42	N89°58'06"E	38.72
L43	S00°01'54"E	0.69
L44	N89°58'06"E	7.45
L45	S00°00'00"E	15.00
L46	S89°58'06"W	7.45
L47	S00°01'54"E	0.69
L48	S89°58'06"W	7.00
L49	S00°01'54"E	32.00
L50	N89°58'06"E	7.00
L51	S00°01'54"E	0.64

LINE TABLE		
LINE #	BEARING	DISTANCE
L52	N89°58'06"E	7.42
L53	S00°01'54"E	15.00
L54	S89°58'06"W	7.42
L55	S00°01'54"E	0.72
L56	S89°58'06"W	38.72
L57	N00°01'54"W	16.36
L58	N89°58'06"E	7.00
L59	N00°01'54"W	32.00
L60	S89°58'06"W	7.00
L61	N00°01'54"W	16.38

LOTS 3A AND 3B



DETAIL 4
LOTS 5A AND 5B
SCALE 1"=10'



DETAIL 3
LOTS 4A AND 4B
SCALE 1"=10'

LOTS 4A AND 4B

LINE TABLE		
LINE #	BEARING	DISTANCE
L62	S89°59'47"E	16.13
L63	S00°00'13"W	7.00
L64	S89°59'47"E	31.90
L65	N00°00'13"E	7.00
L66	S89°59'47"E	16.61
L67	S00°00'13"W	38.30
L68	N89°59'47"W	0.86
L69	S00°00'13"W	7.80
L70	N89°59'47"W	15.00
L71	N00°00'13"E	7.80

LINE TABLE		
LINE #	BEARING	DISTANCE
L72	N89°59'47"W	0.70
L73	N00°00'13"E	7.10
L74	N89°59'47"W	31.90
L75	S00°00'13"W	7.10
L76	N89°59'50"W	0.70
L77	S00°00'13"W	7.80
L78	N89°59'47"W	15.00
L79	N00°00'13"E	7.80
L80	N89°59'49"W	0.48
L81	N00°00'13"E	38.30

LOTS 5A AND 5B

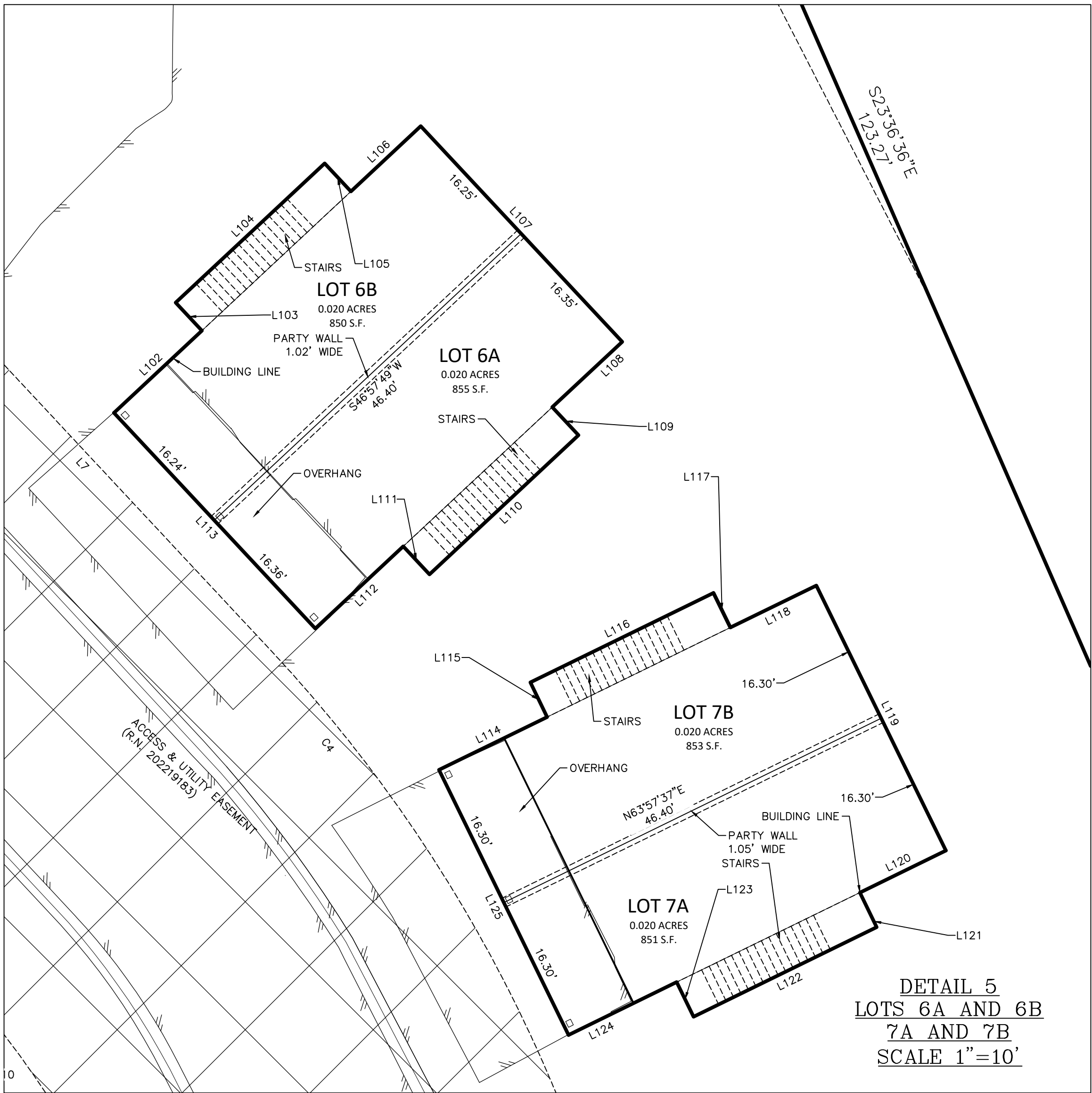
LINE TABLE		
LINE #	BEARING	DISTANCE
L82	N89°59'11"E	7.85
L83	N00°00'49"W	0.70
L84	N89°59'11"E	38.38
L85	S00°00'49"E	16.36
L86	S89°59'11"W	7.20
L87	S00°00'49"E	32.00
L88	N89°59'11"E	7.20
L89	S00°00'49"E	16.36
L90	S89°59'11"W	38.38
L91	N00°00'49"W	0.69

LINE TABLE		
LINE #	BEARING	DISTANCE
L92	S89°59'11"W	7.87
L93	N00°00'00"E	15.00
L94	N89°59'11"E	7.87
L95	N00°00'49"W	0.67
L96	N89°59'11"E	7.00
L97	N00°00'49"W	32.00
L98	S89°59'11"W	7.00
L99	N00°00'49"W	0.67
L100	S89°59'11"W	7.86
L101	N00°00'00"E	15.00

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.



FINAL PLAT
RESIDENCES AT ADAM'S WAY
A RESUBDIVISION OF
LOT 2A, EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION,
A RESUBDIVISION OF LOT 2, EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION
TOWN OF EAGLE
COUNTY OF EAGLE, STATE OF COLORADO



LOTS 7A AND 7B

LINE TABLE		
LINE #	BEARING	DISTANCE
L114	N63°57'37"E	13.30
L115	N26°02'23"W	4.25
L116	N63°57'37"E	22.53
L117	S26°02'23"E	4.25
L118	N63°57'37"E	10.58
L119	S26°02'23"E	32.60

LINE TABLE		
LINE #	BEARING	DISTANCE
L120	N63°57'37"E	10.58
L121	N26°02'23"W	4.25
L122	N63°57'37"E	22.53
L123	S26°02'23"E	4.25
L124	N63°57'37"E	13.29
L125	N26°02'23"W	32.60

EASEMENT R.N. 202219183

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°00'00"E	41.51
L2	N43°02'54"W	58.62
L3	N00°00'00"E	97.83
L4	N90°00'00"W	10.00
L5	N00°00'00"E	20.00
L6	S00°00'00"E	117.83
L7	S43°02'54"E	58.62
L8	S00°00'00"E	41.03

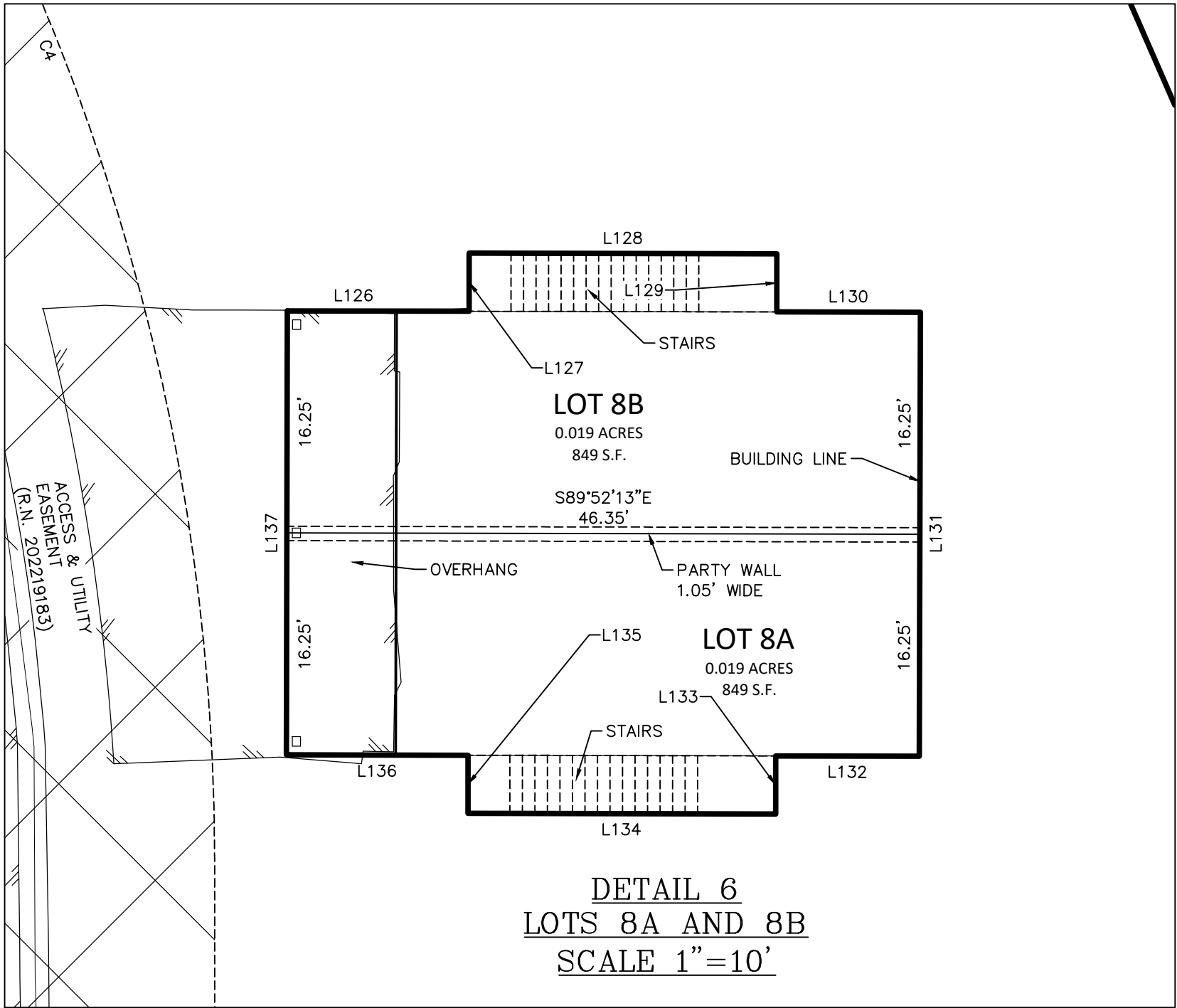
CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	84.90	113.00	43°02'54"	N21°31'27"W	82.92
C2	48.84	65.00	43°02'54"	N21°31'27"W	47.70
C3	11.27	15.00	43°02'54"	S21°31'27"E	11.01
C4	122.47	163.00	43°02'54"	S21°31'27"E	119.61

LEGEND

EDGE ASPHALT

STAIRWAY

PIER



LOTS 8A AND 8B

LINE TABLE		
LINE #	BEARING	DISTANCE
L126	S89°52'13"E	13.30
L127	N00°07'47"E	4.25
L128	S89°52'13"E	22.53
L129	S00°07'47"W	4.25
L130	S89°52'13"E	10.52
L131	S00°07'47"W	32.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L132	N89°52'13"W	10.52
L133	S00°07'47"W	4.25
L134	N89°52'13"W	22.53
L135	N00°07'47"E	4.25
L136	N89°52'13"W	13.30
L137	N00°07'47"E	32.50



To: Mayor Turnipseed and Town Council

From: Jessica Lake, Planner, Community Development

Date: August 27, 2024

Agenda Item: Resolution 53, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final Plat for 7 Hermit Condominiums Filing 3

REQUEST:

For Town Council to approve for the Final Plat for 7 Hermit Condominiums Filing 3.

BACKGROUND:

In July 2022, Abrika Properties LLC received approval for a Major Development Permit to construct 76 multi-family dwelling units in 7 buildings in RMF-1 located at 91 Mount Hope Circle. This plat is to condominiumize 11 dwelling units and 6 garages in Building B.

ANALYSIS:

Per the Municipal Code, Condominium/Townhouse Final Plats are reviewed by staff and approved by Town Council, a public hearing is not required. Staff has reviewed this condo plat for Building B at 91 Mount Hope Circle; the review standards are as follows:

- A. The Town's surveying consultant shall compare the legal description of the subject property with the County records to ensure that:
 - i) The property described contains all contiguous single ownership;
 - ii) The lots and parcels have descriptions which both close and contain the area indicated; and
 - iii) The plat is correct in accordance with surveying and platting standards of the State.
- B. If no change is proposed in the potential for development beyond that existing or approved, division of property into condominium or townhouse units shall follow the procedures for Minor Subdivision in Section 4.17.100D.
- C. Developments that have an approved Development Plan or Preliminary Plat that is no more than three years old, and for which an intent to subdivide into townhouses or condominiums was declared during that review shall be reviewed pursuant to this Section.

The Town's surveying consultant, the Town Engineer and Planning staff have reviewed this application for the technical requirements and have provided detailed comments to the applicant. Staff will conduct an additional review to ensure that all comments have been incorporated into the plat prior to recordation.

A Development Agreement was approved by Council in July of 2022 and an intent to subdivide into condominiums was declared during that review. The rest of the buildings within this development will be condominiumized on separate plats as construction of each building nears completion.

COMMUNITY INPUT:

Notice was provided, according to Section 4.17.050 of the Land Use Code. Staff has not received any letters of public comment as of August 23, 2024.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The final plat does not specifically align with any of the major objectives or goals in the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to **approve** Resolution 53, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final Plat for 7 Hermit Condominiums Filing 3.

ATTACHMENTS:

- Application & Narrative
- Draft Final Plat
- Resolution 53, Series 2024



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
EMAIL: PLANNING@TOWNOFEAGLE.ORG
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME 7 Hermit Condos - Building B

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

LOCATION

STREET ADDRESS 91 Mt. Hope Circle

PROPERTY DESCRIPTION

SUBDIVISION Filing 1 **LOT(S)** _____ **BLOCK** RMF-1A
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE _____

APPLICANT NAME Michael Hood **PHONE** (970) 331-4492

ADDRESS P0 Box 9091, Avon, CO 81620 **EMAIL** michael@rangeconsultingllc.com

OWNER OF RECORD 7 Hermit Condos LLC **PHONE** (970) 331-4492

ADDRESS 8250 SW 27th Ave, Ocala, FL 34476 **EMAIL** Brandonhcohen@gmail.com

REPRESENTATIVE* _____ **PHONE** _____

ADDRESS _____ **EMAIL** _____

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

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

- ☒ Applicable fees and deposits.
- ☒ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☒ Surrounding and interested Property Ownership Report (see project specific checklist for more information).
- ☒ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☒ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
3. The Town may withhold the recording of any Subdivision Final Plat or Development Plan or the signing of any Resolution or Ordinance until all pass-through fees are paid in full.
4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.

Signature

7/24/2024

Date

FOR OFFICE USE ONLY

DATE RECEIVED _____ BY _____ FILE NUMBER _____
REVIEW FEE _____ DATE PAID _____ RECEIVED BY _____
DATE CERTIFIED COMPLETE _____ BY _____
P&Z HEARING DATE _____ DECISION _____
TC HEARING DATE _____ DECISION _____



Building B Platting Application for
Haymeadow Parcels RMF-1A
Application Narrative
July 24, 2024

7 Hermits Condos, LLC
8250 Southwest 27th Avenue
Ocala FL 34476

Haymeadow Project Team

Property Owner:

7 Hermits Condos, LLC
8250 Southwest 27th Avenue
Ocala Fl 34476

Owner's Contact

Michael Hood
Range Consulting
PO Box 909
Avon, CO 81620

Land Use Attorney:

Wear Travers Perkins LLC
97 Main Street Suite E 202
Edwards CO 81632

Surveyor:

SGM
18 W. Sixth Street, Suite 200
Glenwood Springs, CO 81601

Background

The RMF-1 Major Development Permit was approved by Town of Eagle on July 12, 2022. The approval included 76 units for development. In the approval the Developer committed to 9 LERP units and 11 Resident Occupied Units in all of RMF-1. The final plat conforms with the Filing 1 Preliminary plan by maintaining the access points defined in Filing 1 preliminary plan. It is also in conformance with no deviations from the major development permit for RMF-1 (DR22-01). The Developer acknowledges that the development complies with all applicable technical standards and specifications.

RMF-1

Now known as 7 Hermit Condos, Parcel RMF-1A is addressed as 91 Mt. Hope Circle. The parcel is designated as multi-family by the PUD Guide and Haymeadow Filing 1 Final Plat. The 7 Hermit Condos includes seventy-six dwelling units in seven buildings. All seventy-six units are for sale, which satisfies condition of approval #13 in ordinance 13-2021.

The Development is in full compliance with the PUD Guide development standards. No design variances were requested. Parking is in compliance with town requirements and includes enclosed individual garages and surface parking spaces. The Alpine Engineering site plan includes a full parking compliance summary. The plan is in full compliance with all of the requirements in Land Use Development Code, such as parking spaces, impervious surfaces, lot coverages, density per acre, LERP units, signage, landscaping and irrigation. While this is only the first building, when completed this property will be in excess of the LERP and RO units committed to with the Major Development Permit application, this commitment was 9 LERP units and 11 RO Units. There will be three (3) LERP units in Building B B101, B102 B103 and three RO Units, B302, B303, and B304

Construction Drawings and Specifications

The construction drawings and specifications are on file with the Town of Eagle Building Department, please reference:

Building A: 22TEGL-5796
Building B: 22TEGL-5797
Building C: 22TEGL-5798
Building D: 22TEGL-5799
Building E: 22TEGL-5800
Building F: 22TEGL-5801
Building G: 22TEGL-5802

Final Reports and Studies

The Haymeadow PUD approval addressed all the traffic studies, utility impact reports, drainage plans, and the soils reports were submitted with the Major Development Permit for this parcel. This project is in compliance with all of the previous approvals.

Haymeadow Filing 1 included installation of all necessary public utilities to serve the property and make it development ready. All utilities have been completed and accepted by the Town of Eagle with RMF-1 under a grading permit. The access has been completed per the construction drawings. The access drives, parking areas and building layouts have been designed to meet the requirements of the Greater Eagle Fire Protection District and the standards of TOE Code Section 4.07.150. The building plans show the appropriate fire control systems.

Schedule and Phasing

In Ordinance 13-2021, there was a condition of approval #11 stated that Haymeadow to start construction on 72 units within 36 months of the approval. The developer has met the criteria in Ordinance 13-2021 by starting the construction of 76 units within 16 months of the approval.

The buildings are being phased for turnover and there will be a condo map application for each building.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 53
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A FINAL PLAT FOR 7 HERMIT CONDOMINIUMS FILING 3

WHEREAS, 7 Hermit Condos, LLC ("Applicant") owns the real property described as Tract RMF-1A as depicted on the Haymeadow Filing 1, Fourth Amendment, A Lot Line Adjustment of Tracts RMF-1A and RMF-2A, situated in Tracts 38 and 55 of Sections 4 and 9 in the Town of Eagle, Colorado (the "Property");

WHEREAS, Applicant filed an application for approval of the 7 Hermit Condominiums Filing 3 Final Plat, to condominiumize 11 dwelling units and 6 garages in Building B on Tract RMF-1A of the Property (the "Application");

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

Section 1. Findings. The Town Council finds that the Application complies with the applicable criteria in Section 4.17.100.F. of the Eagle Municipal Code.

Section 2. Decision. Based on the foregoing findings, the Town Council approves the Application, subject to the following conditions: Within 30 days of the date of Town Council's Resolution, and prior to recordation of the Final Plat, Owner shall make technical corrections to the Application documents as directed by Town staff. The Town Planner may grant one administrative extension of this deadline of up to 30 days, upon good cause shown. Any further extensions must be authorized by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON AUGUST 27, 2024.

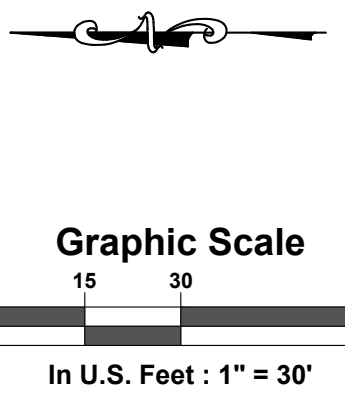
TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Final Plat and Condominium Map of
7 Hermits Condominiums - Filing 3
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situated in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Eagle County, Colorado



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118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

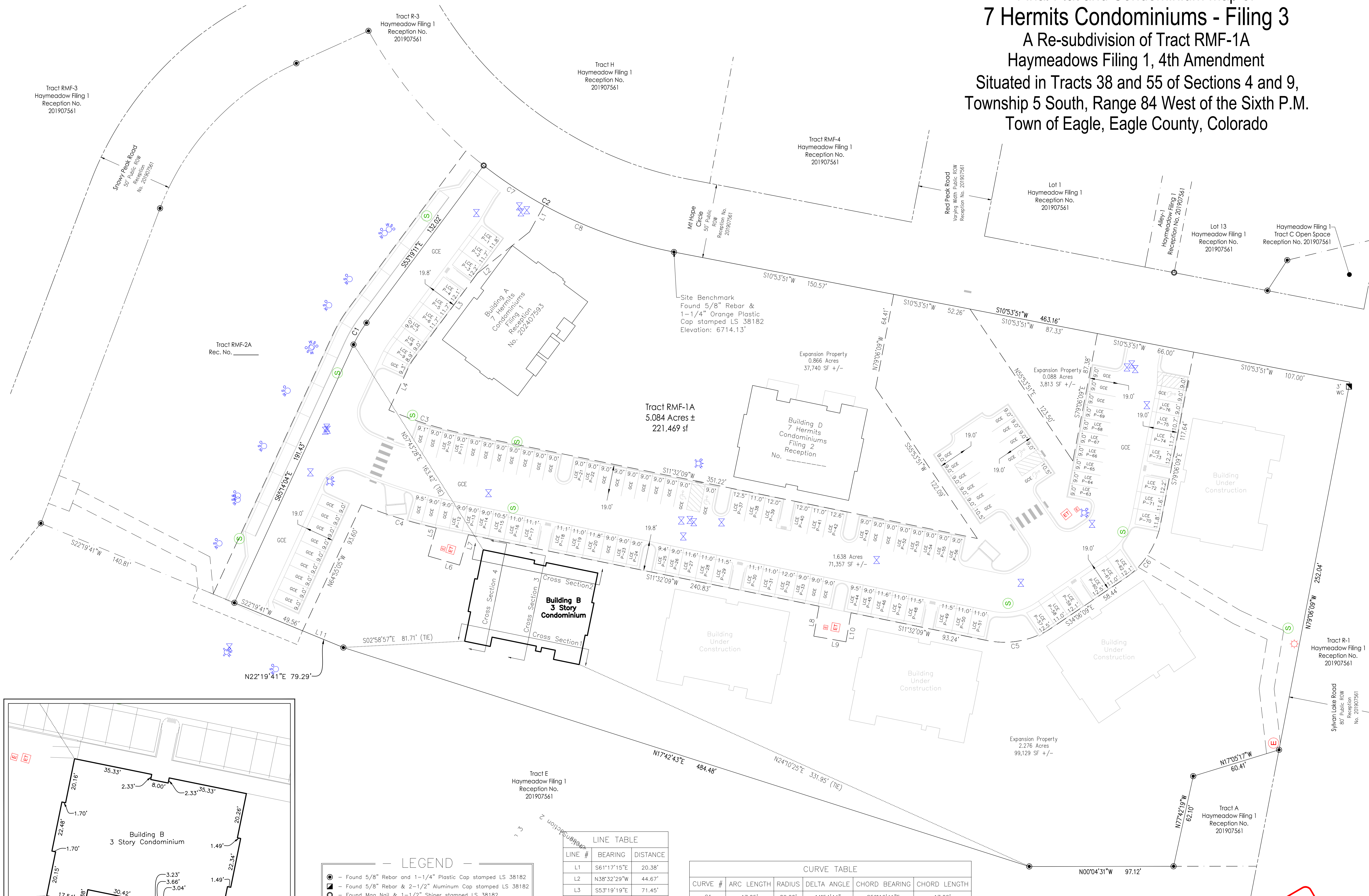
Final Plat and Condominium Map
of 7 Hermits Condominiums - Filing 3
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situated in Tracts 38 and 55 of Sections 4 and 9
Township 5 South, Range 84 West, 6th P.M.
Town of Eagle, Eagle County, Colorado

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Job No. 2016-277.003
Drawn by: AO
Date: 07/24/2024
Approved: JPLS
File: 7-HermitsCondo-BldgB
Title:

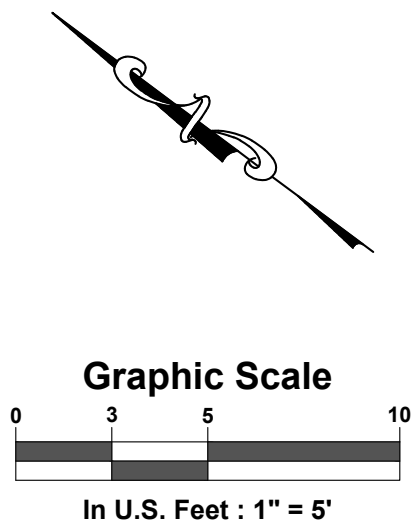
Building
Dimensional
Ties

Sheet No. 2
Of: 6



REVIEW COPY

Final Plat and Condominium Map of
7 Hermits Condominiums - Filing 3
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situating in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Eagle County, Colorado



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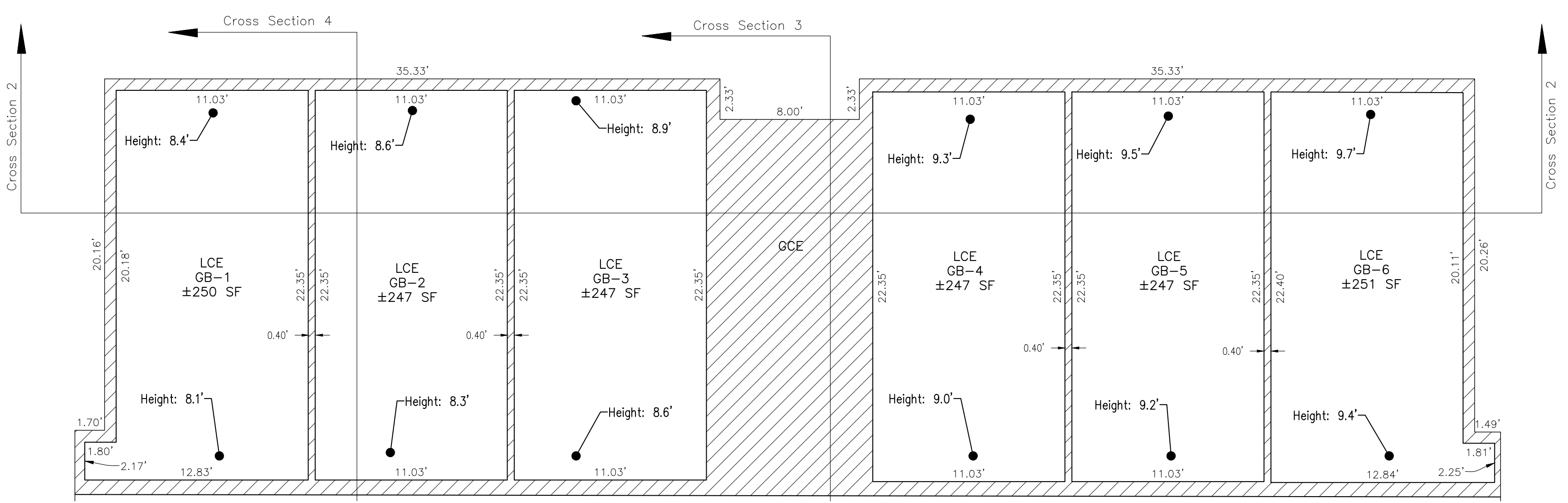
**Final Plat and Condominium Map
of 7 Hermits Condominiums - Filing 3**
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situating in Tracts 38 and 55 of Sections 4 and 9
Township 5 South, Range 84 West, 6th P.M.
Town of Eagle, Eagle County, Colorado

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Job No. 2016-277-009
Drawn by: AO
Date: 07/24/2024
Approved: JPLS
File: 7-HermitsCondo-BldgB
Location:

**Building B
Level 1
Interior Plan View**

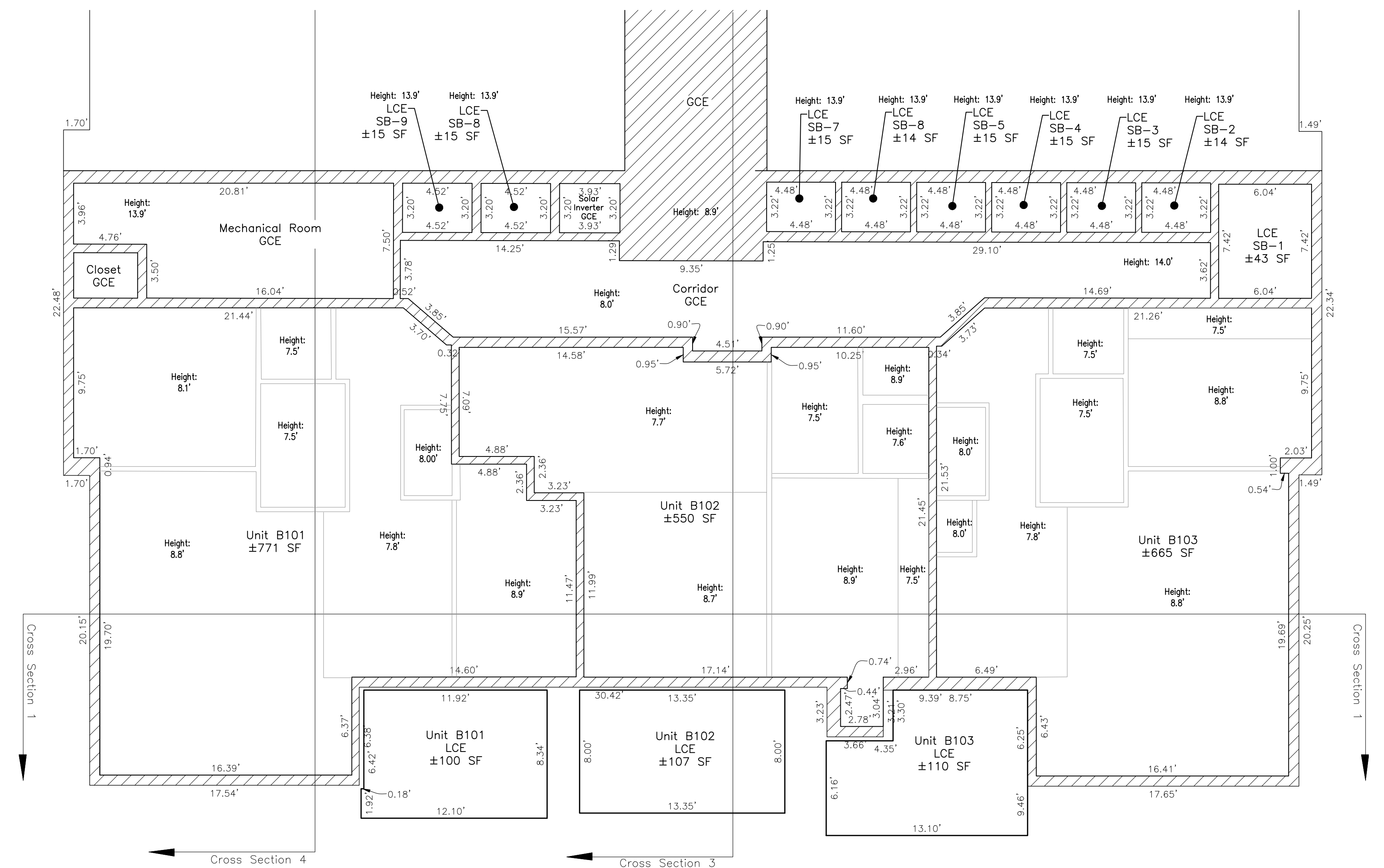
Sheet No. **3**
Of: 6



Building B
Level 1.2

— LEGEND —

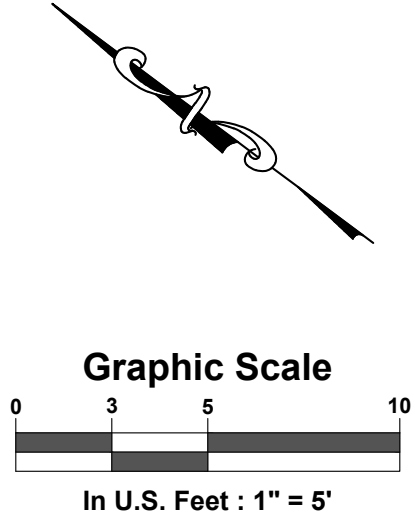
LCE - Limited Common Element
GCE - General Common Element
GCE (hatched) - General Common Element (GCE)



Building B
Level 1

REVIEW COPY

Final Plat and Condominium Map of
7 Hermits Condominiums - Filing 3
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situating in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Eagle County, Colorado



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**Final Plat and Condominium Map
of 7 Hermits Condominiums - Filing 3**
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situating in Tracts 38 and 55 of Sections 4 and 9
Township 5 South, Range 84 West, 6th P.M.
Town of Eagle, Eagle County, Colorado

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Job No. 2016-277.009
Drawn by: AO
Date: 07/24/2024
Approved: JLS
File: 7-HermitsCondo-BldgB
Location:

**Building B
Level 2
Interior Plan View**

Sheet No. **4**
Of: 6

— LEGEND —

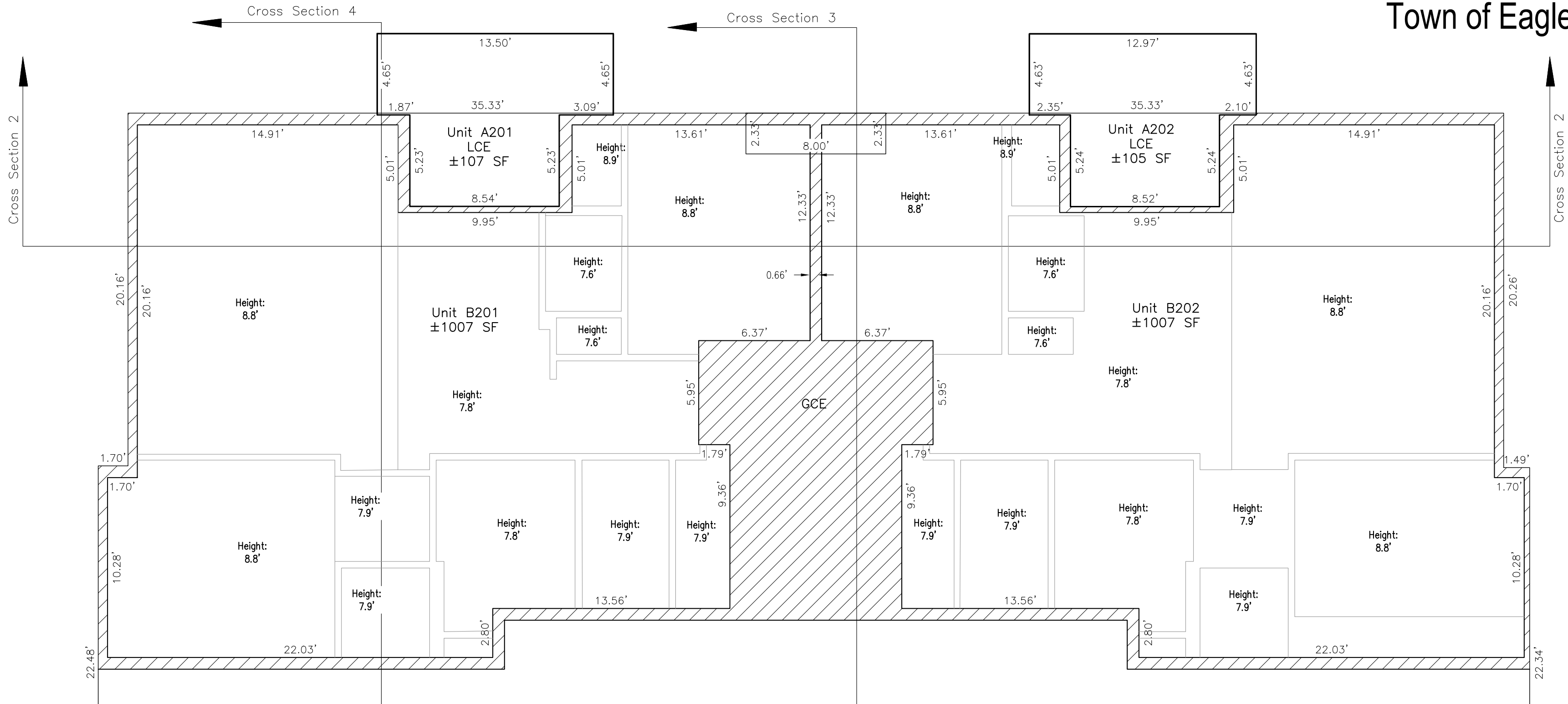
LCE

— Limited Common Element

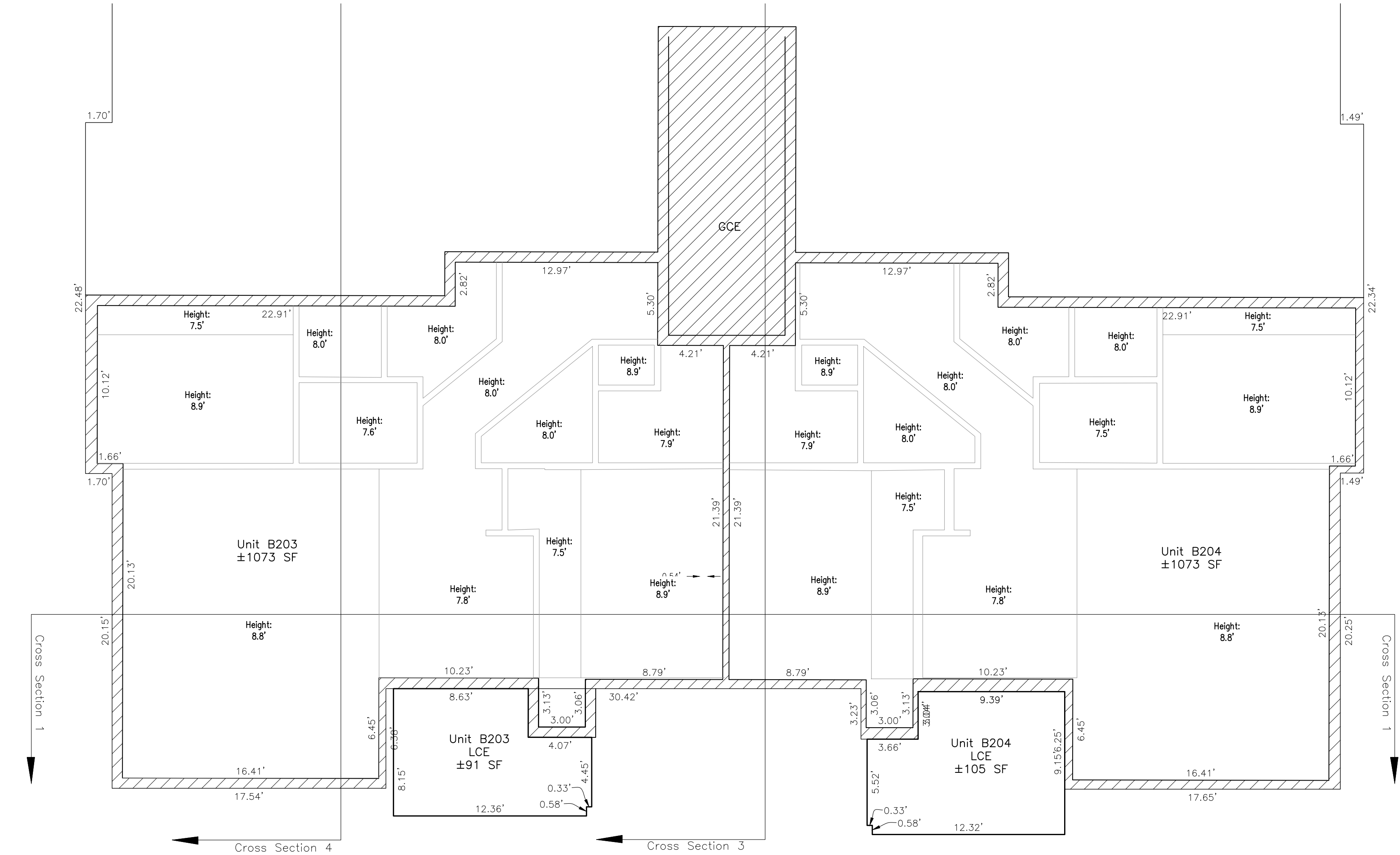
GCE

— General Common Element

— General Common Element (GCE)



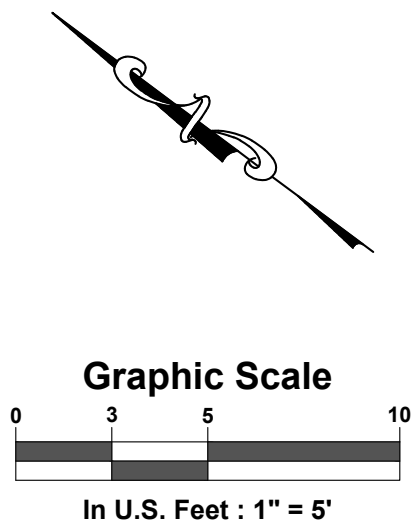
Building B
Level 2.2



Building B
Level 2.1

REVIEW COPY

Final Plat and Condominium Map of
7 Hermits Condominiums - Filing 3
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situating in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Eagle County, Colorado



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**Final Plat and Condominium Map
of 7 Hermits Condominiums - Filing 3**
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situating in Tracts 38 and 55 of Sections 4 and 9
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Town of Eagle, Eagle County, Colorado

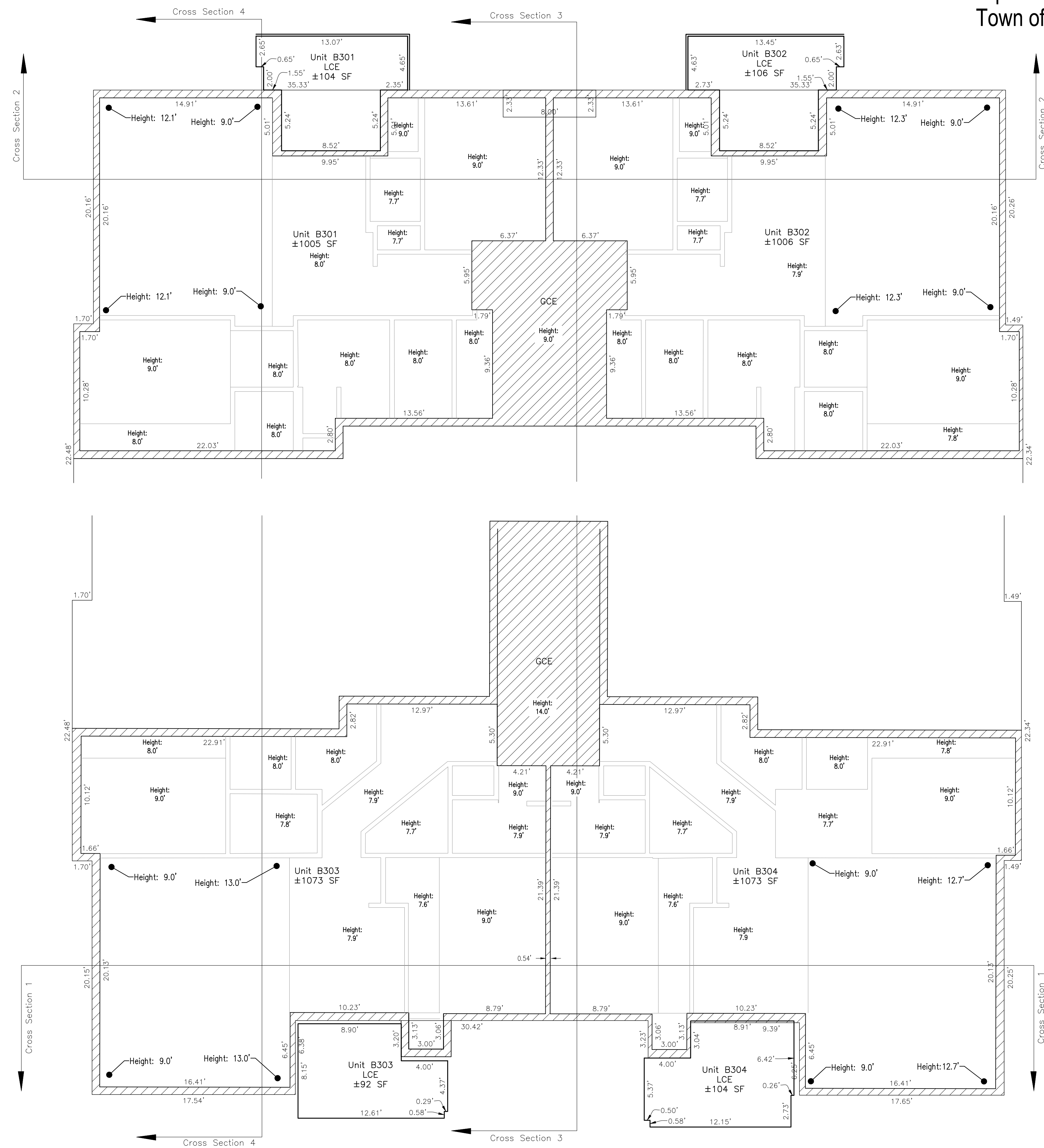
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Notice: According to Colorado Law, you must commence any legal action to discover such defect. In no event may any legal action based upon any defect in this plat be commenced more than ten years from the date of the certification shown hereon.

Job No. 2016-277.009
Drawn by: AO
Date: 07/24/2024
Approved: JLS
File: 7-HermitsCondo-BldgB
Location:

**Building B
Level 3
Interior Plan View**

Sheet No. **5**
Of: 6



LEGEND
LCE - Limited Common Element
GCE - General Common Element
GCE - General Common Element (GCE)

REVIEW COPY

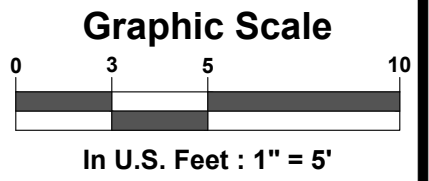
Final Plat and Condominium Map of
7 Hermits Condominiums - Filing 3

A Re-subdivision of Tract RMF-1A

Haymeadows Filing 1, 4th Amendment

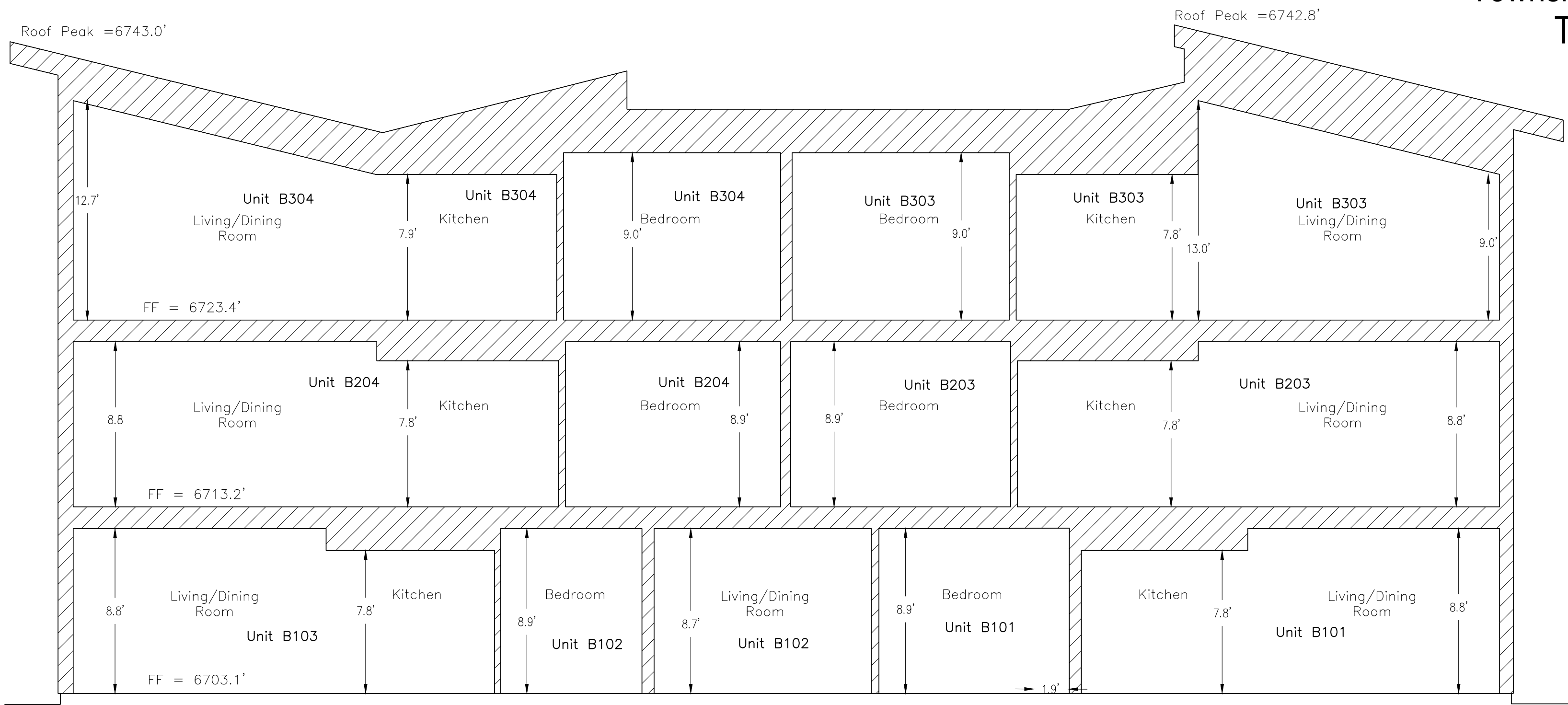
Situated in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.

Town of Eagle, Eagle County, Colorado

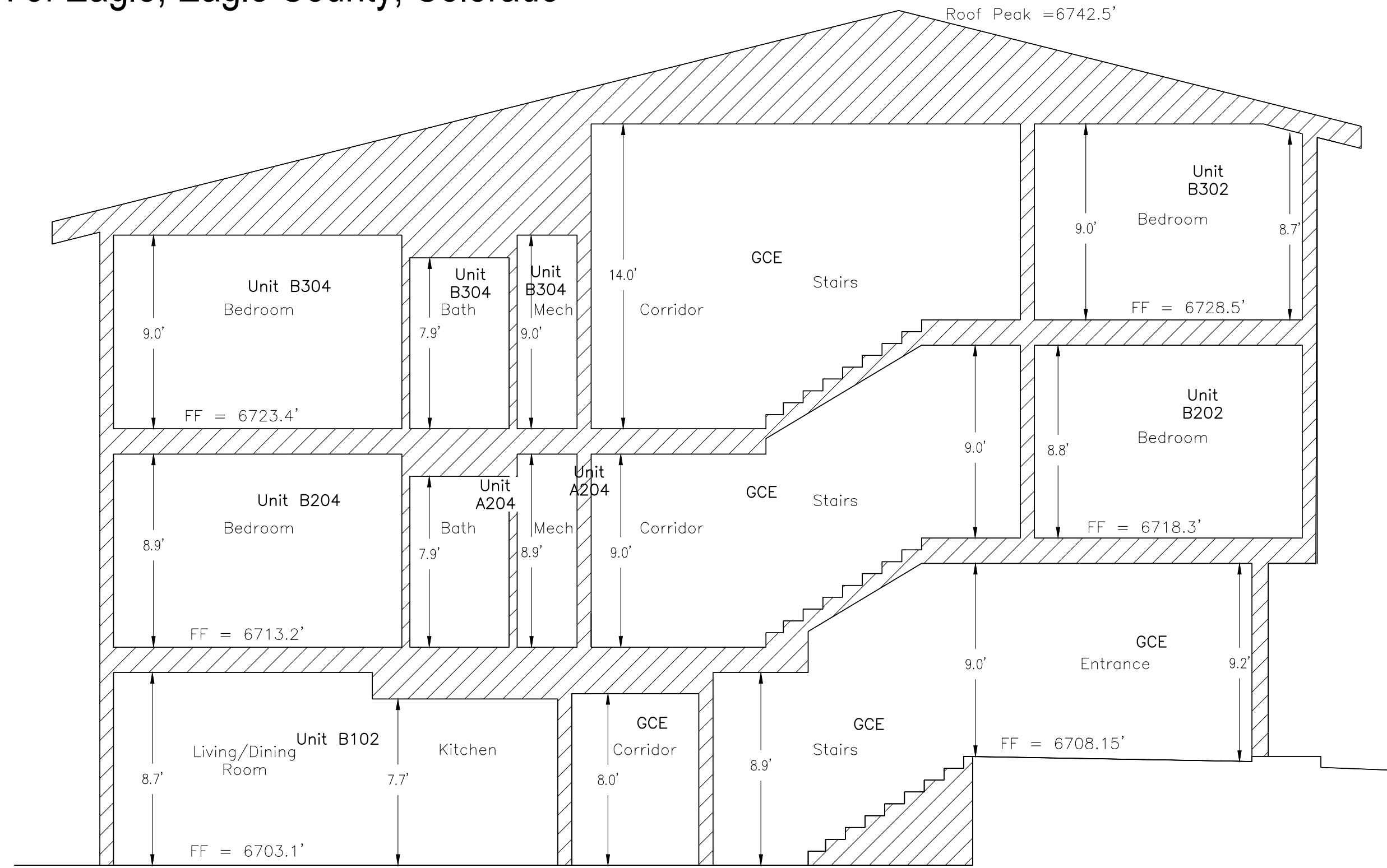


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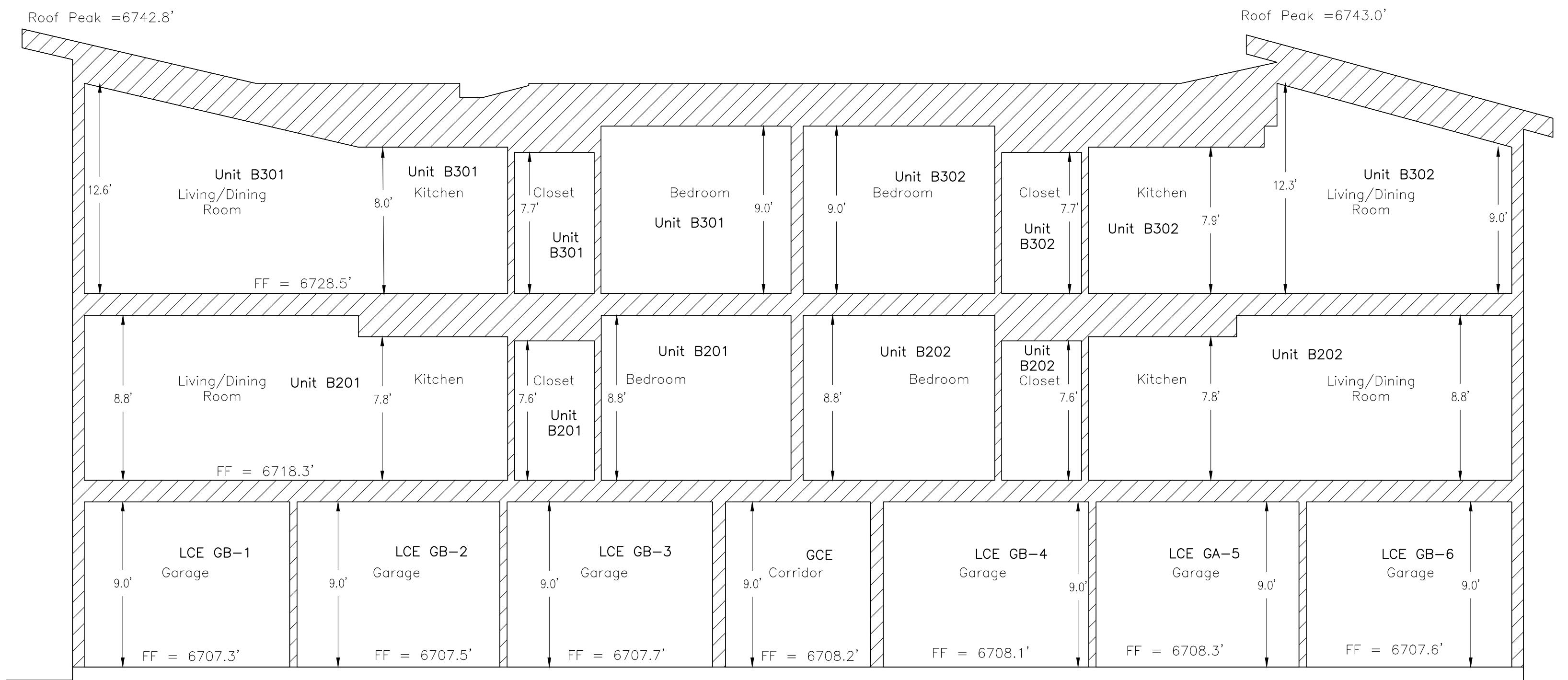
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A Re-subdivision of Tract RMF-1A
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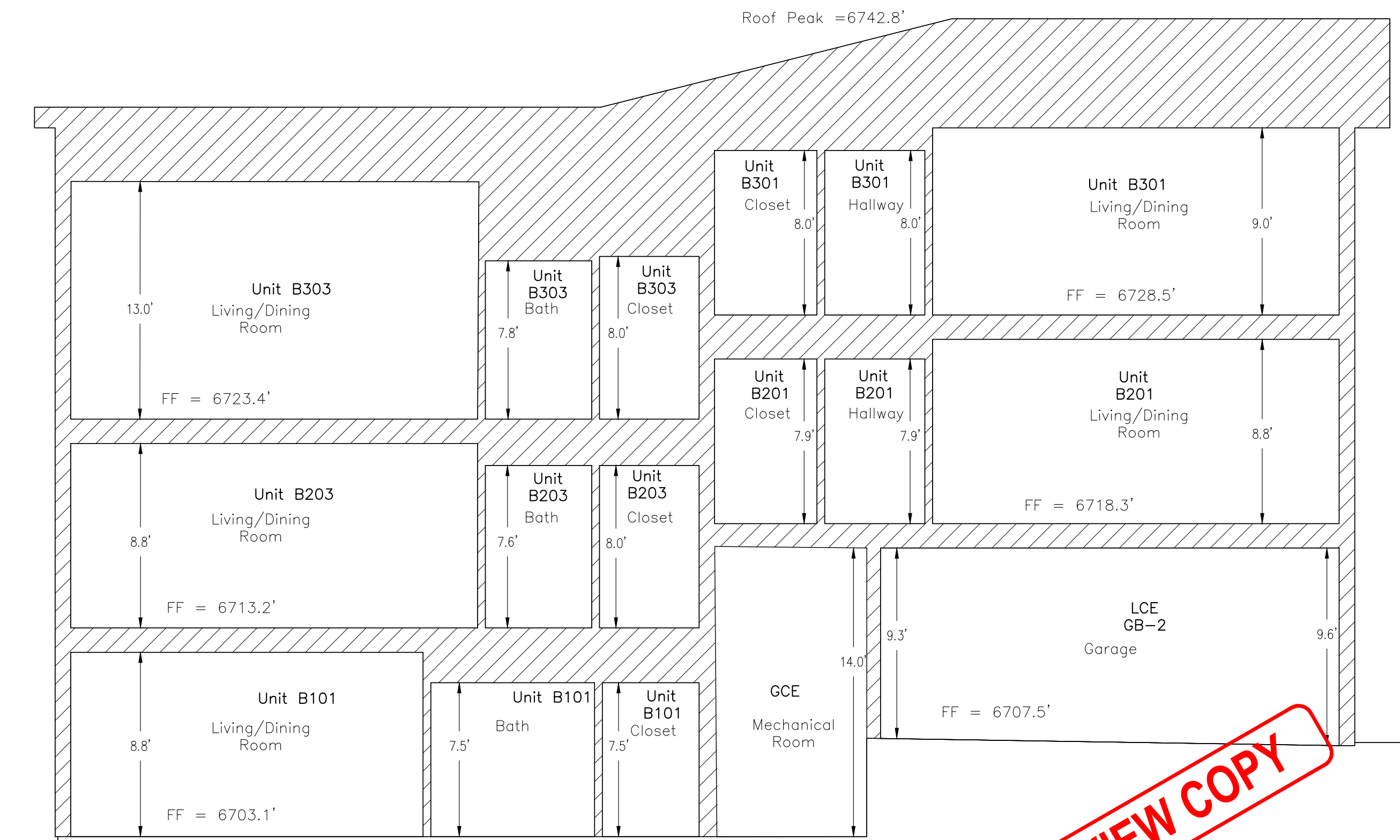
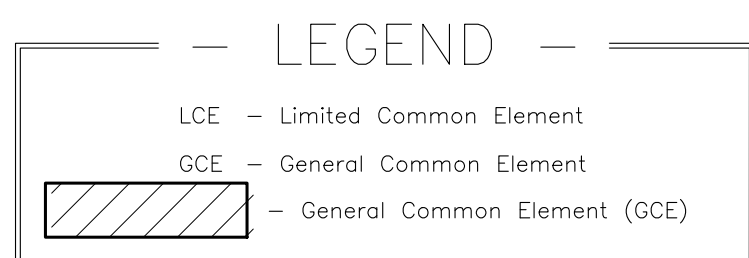
Building B
Cross Section 1



Building B
Cross Section 3



Building B
Cross Section 2



Building B
Cross Section 4

REVIEW COPY

FF - Finished Floor Elevation

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Job No. 2016-277-009
Drawn by: AO
Date: 07/24/2024
Approved: JLS
File: 7-HermitsCondo-BldgB
Location:

**Building B
Cross Sections**

Sheet No. **6**
Of: 6



To: Mayor Turnipseed and Town Council
From: Nikki Davis, Economic Development & Housing Specialist
Date: August 27, 2024

Agenda Item: Resolution 54, Series 2024, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Resident Occupied Deed Restriction for 7 Hermit Condominiums at Haymeadow”

REQUEST: The request is for Town Council to review and consider approving Resolution 54, Series 2024 establishing a Resident Occupied deed restriction applicable to a portion of units within the 7 Hermit Condominiums at Haymeadow.

BACKGROUND: Under Ordinance 13-2021 ([LINK](#)), Haymeadow committed to providing 30 for-sale Resident Occupied (RO) deed restricted units over and above their existing Local Employee Residence Program (LERP) requirements. Today, Haymeadow is on target to deliver and immediately sell 14 RO homes within the first phase of development known as 7 Hermit Condominiums. In lieu of updated LERP documents which would provide guidance on initial sale and transfer of units along with template deed restrictions, Haymeadow prepared a RO deed restriction for the Town’s consideration.

On March 12, 2024, the Town Council convened in executive session to discuss the draft and provide staff with direction regarding policy terms to negotiate.

ANALYSIS: With Town Council’s directive, staff and the Town Attorney have negotiated certain terms of the attached deed restriction. Specifically, the deed restriction provides the option for entity ownership; grants the Town of Eagle organization a first option to purchase; and prioritizes Town of Eagle employees first, followed by a Town of Eagle individual/entity, then an Eagle County individual/entity. Given the imminent availability and sale of the new RO units, approval of the deed restriction is time sensitive. Staff and the Town Attorney’s office continue to make progress on updating the LERP guidelines and new deed restriction templates. Once adopted by Town Council, the new LERP guidelines and deed restrictions will be applied to future deed restricted units at Haymeadow.

COMMUNITY INPUT: Not public input has been received.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The 7 Hermit Condominiums RO deed restriction supports the Town’s Strategic Plan major objective to create opportunities for a diversified and attainable housing stock.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to approve or deny Resolution 54, Series 2024, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Resident Occupied Deed Restriction for 7 Hermit Condominiums at Haymeadow.”

ATTACHMENTS:

- Resolution 54, Series 2024
- 7 Hermit Condominiums Resident Occupied Deed Restriction

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 54
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A RESIDENT OCCUPIED DEED RESTRICTION FOR 7 HERMIT
CONDOMINIUMS AT HAYMEADOW

WHEREAS, 7 Hermit Condos, LLC ("Owner") owns the real property described as RMF-1 Haymeadow Filing 1, Eagle, CO _____ and known as 91 Mt. Hope Circle, Eagle, CO 81631 (the "Property");

WHEREAS, the Town Council approved a Major Development Permit by Resolution 53, Series 2022 to construct 76 dwelling units, which includes 14 for sale Resident Occupied deed restricted units;

WHEREAS, prior to entering into a contract to buy and sell property, Owner must establish a deed restriction to restrict the acquisition and transfer of a deed restricted unit to a Qualified Owner; and

WHEREAS, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to establish a Resident Occupied deed restriction for 7 Hermit Condominiums at Haymeadow.

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 Resident Occupied Deed Restriction for 7 Hermit Condominiums at Haymeadow in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval the Mayor is authorized to execute the Deed Restriction on behalf of the Town.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON AUGUST 27, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEED RESTRICTION AGREEMENT
(7 Hermits Condominiums)

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2024 (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and 7 Hermits Condos, LLC, a Colorado limited liability company with an address of 8250 SW 27th Avenue, Ocala, FL 34476 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property more particularly described as Unit _____, 7 Hermits Condominiums, According to the Condominium Declaration Thereof Recorded at Reception No. _____ and the Condominium Map Thereof Recorded at Reception No. _____, County of Eagle, State of Colorado (the "Property");

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

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

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

- a. *Non-Qualified Owner* means any Owner other than a Qualified Owner.
- b. *Owner* means any person who acquires an ownership interest in the Property.
- c. *Principal Place of Business* means the physical address (not a P.O. Box) of a business, company, corporation or similar entity, as indicated in the entity's corporate documents.
- d. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.
- e. *Qualified Household* means a household with at least one Qualified Occupant.
- f. *Qualified Owner* means the Developer, until the initial sale of the Property, and thereafter a business, company, corporation or similar entity that maintains a Principal Place of Business in the Town and does not own more than 8 total deed-restricted dwelling units in the Development, or an individual who does not own more than 8 total deed-restricted dwelling units in the Development.
- g. *Qualified Occupant* means an individual who occupies the Property as their Principal Place of Residence.

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

3. Occupancy.

a. The Property shall be continuously occupied by a Qualified Household.

b. No lease of the Property shall be for less than 180 days. Each lease of the Property shall specifically reference this Agreement and include a copy of this Agreement as an attachment to such lease. Subleasing is not permitted; all leases must be between the Qualified Owner and a Qualified Occupant or Qualified Household.

c. No later than February 1st of each year, the Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year, together with copies of all leases for the prior calendar year.

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

4. Transfer.

a. An Owner shall first notify the Town that the Owner wishes to Transfer the Property and the price at which Owner will list the Property for sale. The Town shall have the first option to purchase the Property at the stated listing price and subject to standard terms and conditions for the purchase and sale of residential real property in the Town of Eagle, exercisable within a period of 15 days after receipt of notice, and if the Town exercises its right and option, the Town shall purchase the Property from the Owner within 15 days thereafter.

b. Should the Town determine not to purchase the Property, the Owner shall list the Property for sale on a widely-viewed, publicly-available platform and the following shall apply:

i. For the first 15 days after listing, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing, and who is employed by the Town.

ii. If the Owner accepts no offers under subsection i. hereof, for the next 15 days, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing and who is employed within the Town, or an individual who qualifies under subsection i. hereof.

iii. If the Owner accepts no offers under subsection ii. hereof, for the next 15 days, the Owner shall only accept offers from a business, company, corporation or similar entity

that will be a Qualified Owner upon closing, or an individual who qualifies under subsections i. or ii. hereof.

iv. If the Owner accepts no offers under subsection iii. hereof, for the next 15 days, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing and is employed within Eagle County, or an individual who qualifies under subsections i., ii., or iii. hereof, or a business, company, corporation or similar entity that qualifies under subsection iii. hereof.

v. If the Owner accepts no offers under subsection iv. hereof, the Owner may sell the Property to any Qualified Owner.

c. The Property shall be transferred only to the Town or a Qualified Owner, and the selection of the purchaser is subject to the Town's approval, which shall be based solely on compliance with this Agreement. If the Town does not issue an approval or denial of such purchaser within 7 days of notice from Owner of the intent to Transfer the Property to the purchaser, then the Town will be deemed to have approved the purchaser.

d. At closing, the purchaser of the Property shall execute, in a form satisfactory to the Town and for recording with the Eagle County Clerk and Recorder, a document acknowledging this Agreement and expressly agreeing to be bound by it.

5. Effect of Transfer to a Non-Qualified Owner.

a. If for any reason the Property is transferred to a Non-Qualified Owner, the Non-Qualified Owner shall immediately transfer the Property pursuant to Section 4 hereof.

b. A Non-Qualified Owner shall not: occupy the Property; rent any part of the Property; engage in any business activity in the Property; or Transfer the Property except in accordance with this Agreement.

6. Breach.

a. It is a breach of this Agreement to violate any provision of this Agreement, or for any person to occupy the Property in violation of this Agreement.

b. If the Town has reasonable cause to believe that a violation of this Agreement is occurring on the Property, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Qualified Owner with at least 5 days prior written notice, which notice must state the reasonable cause and provide adequate documentation regarding same. This Agreement shall constitute permission from all Owners and occupants to enter the Property during such times upon such notice.

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

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

8. Foreclosure.

a. For the purpose of securing performance under this Agreement and creating in favor of the Town a right to redeem in accordance with Part 3 of Article 38 of Title 38, C.R.S., as amended, Developer hereby grants to Town a consensual lien on the Property. Such lien shall not have a lien amount.

b. An Owner shall notify the Town, in writing, of any notification received from a lender of past due payments or defaults in payments or other obligations within 5 days of receipt of such notification.

c. An Owner shall immediately notify the Town, in writing, of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property, or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

d. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Town shall place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

e. Notwithstanding any other provision of this Agreement, in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

f. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

8. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current



To: Mayor Turnipseed and Town Council
From: Nikki Davis, Economic Development & Housing Specialist
Date: August 27, 2024

Agenda Item: Resolution 55, Series 2024, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with Logan Simpson for the Affordable Housing Accelerator Project”

REQUEST: The request is for Town Council to review and consider approving the Professional Services Agreement between the Town of Eagle and Logan Simpson to complete the Affordable Housing Accelerator Project (AHAP).

BACKGROUND: The Town of Eagle was awarded a Local Planning Capacity (LPC) grant from the Colorado Department of Local Affairs (DOLA) to fund the AHAP; a multi-faceted initiative that will 1) create a fast-track review process for affordable housing projects, 2) conduct a land inventory for affordable housing potential on publicly owned land, and 3) create a Proposition 123 funding strategy.

DOLA established the LPC grant program to support local governments’ capacity to address affordable housing challenges, particularly through expediting review, permitting, zoning, and development. The program also supports a suite of other eligible projects, some of which align with the strategies outlined in the Town’s Housing Assessment ([LINK](#)). Furthermore, communities who opted into the state’s Proposition 123 program are tasked with establishing a fast-track process by January 2027 to remain eligible for future funding. By completing the AHAP, the Town will be positioned to respond to new development opportunities and financial resources.

ANALYSIS: The Town published a Request for Proposal (RFP), available between May 31, 2024, through July 19, 2024. Staff received six proposals and determined that Logan Simpson, who will be further supported by Western Spaces and Servitas, was the best fit. Notably, the Town had previously partnered with Logan Simpson to complete the 2020 Elevate Eagle Comprehensive Plan. Since that time, Logan Simpson has garnered front-line experience with state divisions overseeing the Proposition 123 program. They continue to expand their footprint along the western slope collaborating with peer communities on housing strategies and implementation. Western Spaces and Servitas will be equally integral to the AHAP’s success, informing housing solutions, land use analysis, community engagement and relevant funding options.

The AHAP will be co-managed by the Town’s Housing and Planning divisions.

COMMUNITY INPUT: Not applicable at this phase.

BUDGET / STAFF IMPACT: The AHAP PSA approves a total project cost of \$68,000 which is included in the 2024 budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The AHAP supports the Strategic Plan major objective to create opportunities for a diversified and attainable housing stock for a variety of rental and purchase options. Additionally, the project would support Policy 1-1.3 of the Elevate Eagle Comprehensive Plan to stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to approve or deny Resolution 55, Series 2024, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with Logan Simpson for the Affordable Housing Accelerator Project.”

ATTACHMENTS:

- Resolution 55, Series 2024
- Professional Services Agreement
- Logan Simpson bid for RFP ([LINK](#))

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 55
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LOGAN SIMPSON FOR
THE AFFORDABLE HOUSING ACCELERATOR PROJECT

WHEREAS, the Town Council adopted the 2020 Strategic Plan with a major objective to Diversify the Attainable Housing Stock;

WHEREAS, Policy 1-1.3 of the Elevate Eagle Comprehensive Plan is to stimulate the creation of workforce housing through Town policies, incentives, and regulatory procedures;

WHEREAS, the Town received a \$54,400 grant from the Colorado Department of Local Affairs to address affordable housing in the community and the Town wishes to have Logan Simpson conduct the Affordable Housing Accelerator Project, a three-part initiative to 1) create a fast-track review process for affordable housing projects, 2) conduct a land inventory for affordable housing potential on publicly owned land, and 3) create a Proposition 123 funding strategy;

WHEREAS, the Town Council pledged a local match equal to \$13,600 by Resolution 02-2024 to support the project;

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 Logan Simpson in the amount of \$68,000.

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

Section 1. The Professional Services Agreement with Logan Simpson 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, ADOPTED AND ORDERED PUBLISHED ON AUGUST 27, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2024 (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 Logan Simpson, a Colorado corporation with an address of 213 Linden Street, Suite 300, Fort Collins, Colorado 80524 ("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 \$68,000. 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

LOGAN SIMPSON

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2024, by _____ as _____ of _____.

My Commission expires:

(SEAL)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Town of Eagle
Affordable Housing Accelerator Project (AHAP)

Project Understanding

The Logan Simpson team has a comprehensive understanding of Eagle’s unique characteristics, housing challenges, and community goals. We are familiar with Eagle’s key planning documents, including the Elevate Eagle Comprehensive Plan and the Comprehensive Affordable Housing Assessment, which emphasize the town’s commitment to maintaining its small-town character while promoting sustainable growth and economic development. We recognize the charm and potential of Eagle, from its vibrant downtown to its attractive outdoor recreational opportunities. Balancing development with the preservation of Eagle’s natural beauty and community spirit is crucial. We appreciate the town’s efforts to support local businesses and foster a sense of community through events like the Eagle County Fair and Rodeo and the ShowDown Town Free Concert Series. These initiatives are essential in maintaining the town’s unique identity and fostering a sense of belonging among residents. Eagle’s unique location at the confluence of the Eagle River and Brush Creek provides both opportunities and challenges for development. The town’s rich history, vibrant downtown, and proximity to outdoor activities make it an attractive place to live, but also contribute to high housing demand. Our solutions align with the town’s goals of expanding housing options, enhancing infrastructure, and preserving open spaces, ensuring that new developments contribute to a balanced, inclusive, and vibrant community.

The Logan Simpson team not only understands the Town of Eagle from our previous work on the Town of Eagle Comprehensive Plan, but also through team members who work and live in the region. Our team of experts highlighted below have extensive knowledge and years of experience tackling strategies to overcome barriers to affordability and workforce housing dozens of communities in the Rocky Mountain region.

Scope of Work

Ongoing Project Coordination. Primarily, coordination is anticipated to be conducted virtually for the life of the project with two in-person meeting series. To ensure an efficient and timely schedule that meets the expectations of the Town, our team will hold coordination calls combined with work sessions with key staff every other week for the duration of the project. During these meetings, we will discuss coordination items relevant at the time of the call while reviewing documents together in “real time” for maximum efficiency.

Outreach. Our outreach approach will be targeted to key individuals that will serve as stakeholders to the project by way of two stakeholder focus group meetings. For Task 1, these individuals can help the project team refine the approach to the fast-track review process. For Task 2, the same stakeholders could be engaged to provide perspective on the land inventory analysis and variables that could be missing in data collection. It is anticipated that the stakeholders will represent community members with a variety of expertise and background in housing, development, architecture, and more. Our team will work with staff through the stakeholder outreach process to gauge interest. It is anticipated that the first meeting will be held in person coordinated with the Town Tour and the second in person coordinated with a joint work session with the P&Z Commission and Town Council.

Total number of Meetings included in the Tasks Below:

- (1) Project Kickoff Meeting (virtual)
- (9) Work sessions with Staff (virtual)
- (2) Stakeholder Focus Groups Meetings (in person)
- (1) Joint P&Z Commission and Town Council Work session (in person)

TASK 1 - 90-DAY FAST-TRACK REVIEW PROCESS

Project Kickoff. Following notice to proceed, our team will conduct a virtual meeting with Town staff to kick off the project. The primary purpose of the meeting will be to discuss the following topics: the proposed schedule and any anticipated milestones; the preferred channels of communication and data acquisition; potential stakeholders to engage; composition and role of the stakeholder focus groups; initial thoughts on properties to prioritize for the land inventory; and any other background or initial thoughts from staff on the project. Following the kickoff meeting, our team will prepare a preliminary project management plan including a project overview, contact information, communication protocols, and a detailed project schedule.

Meetings and Deliverables:

- 1 Virtual Kickoff Meeting, materials, facilitation and meeting notes (Staff Meeting #1)
- Project Management Plan

Project Orientation + Community Understanding. An essential first step in the Fast-Track Review Process will be to understand the existing code structure. Our team will perform a preliminary review of relevant sections of the existing Land Use and Development Code (LUDC)

with a focus on Section 4.02.050 Inclusionary Housing Requirements for Affordable and Local Employee Residency and Chapter 4.17 Administration and Procedures; and other pertinent planning documents. This preliminary review will help inform the Fast-Track options and Land Inventory (Task 2). The information gathered will be compiled into a living document that our team can utilize throughout the process to connect the dots between policy and regulations, and to identify barriers and opportunities within the existing LUDC. An integral component of this task will include coordination with Town staff, so we are aligned with staff expectations.

Meetings and Deliverables:

- 1 Virtual Work Session with Staff, materials, facilitation and meeting notes (Staff Meeting #2)

Explore Fast-Track Options. This task will serve to synthesize all the information that has been received to this point and to allow for a deeper analysis of how other communities are addressing inclusionary zoning and providing incentives to ensure the development of attainable housing. Our team has a large database of community examples prepared that we will build upon as part of this project. Communities for research will be chosen based on similar environmental, social, and economic qualities as Eagle, as well as their status as some of the leading-edge communities that are successfully implementing innovative regulations related to housing. Information gathered will be discussed with Town Staff during work sessions and then with the stakeholder focus group to better assess the most appropriate recommendations for the Town of Eagle. This phase is centered around exploring various options to fast-track housing development that work with and for the Town of Eagle. The project team understands that what works for one community may not work for others, therefore exploring a menu of options is essential to this project. Additionally, working with staff and developers (both large and small) to remedy inefficiencies that exist in the current code is built into our process.

Meetings and Deliverables:

- 2 Virtual Work Sessions with Staff, materials, facilitation and meeting notes (Staff Meeting #3 & #4)
- 1 Stakeholder Focus Group, materials, facilitation and meeting notes (Stakeholder Meeting #2 – in person)
- Summary/Memo of Fast Track Options

Draft Land Use Codes Updates. Once the preferred fast-track option is agreed upon Logan Simpson will start drafting Land Use Code Updates. With a focus on Section 4.02.050 Inclusionary Housing Requirements for Affordable and Local Employee Residency and Chapter 4.17 Administration and Procedures, our team will develop user friendly updates that are clear, organized, and include an appropriate balance of charts and tables to illustrate the processes. Logan Simpson will work closely with Staff throughout iterations of drafts to develop a 90-day fast-track review process for housing in the Town of Eagle. Not only does Logan Simpson understand the processes that Staff are familiar with, but the team has deep experience on both sides of the permitting desk, and through our partners, Western Spaces and Servitas, we can fully understand the barriers that exist for those seeking development review.

Meetings and Deliverables:

- 2 Virtual Work Sessions with Staff, materials, facilitation and meeting notes (Staff Meeting #5, & #6)
- Draft Updated Code Language (up to 3 versions of each section)

TASK 2 - LAND INVENTORY

Strategy Development. The project team will build upon the preliminary analysis of the Comprehensive Plan and Zoning and Land Use Maps. Logan Simpson will work with Staff to obtain data relevant to analysis of potential areas most suitable for development. This includes infrastructure, land use and ownership, building trends and more. Taking into account the current planning done to date, while updating datasets to consider environmental and physical constraints, as well as policy and regulatory factors. Based on conversations with staff, the project team will create a tailored strategy that will follow the structure of steps outlined in the Land Inventory Analysis step below.

Meetings and Deliverables:

- 1 Virtual Data Acquisition and Review Meeting with Staff, materials, facilitation and meeting notes (Staff Meeting #7)

Land Inventory Analysis. Our team expects to conduct a site visit to the Town of Eagle to understand the existing conditions during this phase. This trip will help influence the Land inventory and feasibility for development. During this visit, we will ask Staff and stakeholders to show our team areas of key interest. After the tour, our team will utilize the on-the-ground knowledge, and the comprehensive data collected to assess available land to determine its suitability for developing affordable housing projects. The process will include the following:

- Identification of Available Land: Compile a list of publicly owned land parcels and utilize GIS to map the parcels.
- Assessment of Suitability: Evaluate land based on zoning regulations, land use policies, access, and environmental considerations. Suitability will include factors such as transportation, utilities, schools, and other amenities.
- Analysis of Development Potential: Determine potential for residential development by analyzing factors such as land size, topography, and existing infrastructure. Our team can utilize ArcGIS Pro, ArcGIS Urban, and Sketch-up to conceptualize buildout scenarios.
- Financial Feasibility: Assess the cost of land acquisition, development, and construction. Part of this analysis will inform Phase 3 by evaluating funding sources, subsidies, and incentives available for housing.
- Stakeholder Engagement: Engage community members, Staff, developers, and other stakeholders to gather input and build support in an in person focus group work session.
- Prioritization of Parcels: Based on the analysis, parcels will be prioritized based on their suitability and development potential. The project team will identify and map high-priority sites for immediate development.
- Recommendations and Implementation Report: Provide recommendations for policy changes, zoning amendments, or other actions to facilitate affordable housing development. The final report will suggest a strategic plan for utilizing the identified parcels, a timeline for development, responsibility moving forward with potential development, and financial feasibility.

Meetings and Deliverables

- 1 Virtual Work Session with Staff, materials, facilitation and summary (Staff Meeting #8)
- 1 In-person Stakeholder Focus Group (Stakeholder Meeting #1- in person)
- Half Day Site Visit of the Town
- Land Inventory Workplan and Analysis Report (Including Maps)

TASK 3 - IMPLEMENTATION + PROJECT CLOSE-OUT

Proposition 123 Funding Strategy. The final Phase will be shaped by the previous land inventory analysis. During Phase 4, the project team will identify funding gaps for potential affordable housing projects. The team will develop an inventory of funding opportunities that come from grants, various partnerships, and other philanthropic sources that are available to the Town of Eagle. Once the menu of funding options is determined, Logan Simpson will conduct a feasibility study for the relevance of the funding options. This study will help the Town prioritize seeking various funding options that will lead to affordable housing development.

During this task, our team will hold a joint work session with the Planning and Zoning Commission and Town Staff to review all work to date before finalizing and packaging up for delivery. This will ensure specific comments from each review body have been incorporated, specifically for the LUC updates which staff will take through the adoption process.

Meetings and Deliverables:

- 1 Virtual Work Session with Staff, materials, facilitation and meeting notes (Staff Meeting #9)
- Funding Options Matrix
- Feasibility Summary of Funding Options
- 1 Joint P&Z Commission and Town Council Work session (in person)

Project Closeout. Logan Simpson will consolidate all supporting project data, maps, research documents, reports, and analysis and deliver to the Town. Final deliverables will include draft code language with redlined and clean versions of LUC for staff to take through to adoption.

Meetings and Deliverables:

- Final map package in GIS and PDF formats
- Final reports in word and pdf format
- Final code language in word format – both redlined and clean versions

Schedule

	2024				2025		
	SEP	OCT	NOV	DEC	JAN	FEB	MAR
Task 1: 90-Day Fast-Track Review Process							
Project Kickoff							
Project Orientation + Community Understanding							
Explore Fast-Track Options							
Draft Land Use Code Updates						★	
Task 2: Land Inventory							
Strategy Development							
Land Inventory Analysis			★				
Task 3: Implementation + Project Close-out							
Proposition 123 Funding Strategy						✕	
Project Close-out							

- ★ In person Stakeholder Meetings
✕ In person Joint P&Z and Town Council Work Session

Budget

Tasks	Hours	Labor	Expenses	Total
90-Day Fast-Track Review Process				
Project Kickoff	16	\$ 2,400	\$ -	\$ 2,400
Project Orientation + Community Understanding	24	\$ 2,950	\$ -	\$ 2,950
Explore Fast-Track Options	53	\$ 7,390	\$ 780	\$ 8,170
Draft Land Use Code Updates	60	\$ 8,225	\$ -	\$ 8,225
<i>Subtotal Task 2 Labor</i>				\$ 21,745
Land Inventory				
Strategy Development	72	\$ 10,070	\$ -	\$ 10,070
Land Inventory Analysis	104	\$ 14,880	\$ 1,485	\$ 16,365
<i>Subtotal Task 3 Labor</i>				\$ 26,435
Implementation + Project Close-out				
Proposition 123 Funding Strategy	87	\$ 15,100	\$ 780	\$ 15,880
Project Close-out	26	\$ 3,940	\$ -	\$ 3,940
<i>Subtotal Task 4 Labor</i>				\$ 19,820
			Grand Total	\$ 68,000



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: August 27, 2024
Re: Town Manager Report

Community Engagement & Meetings: This report highlights our recent community outreach efforts and critical regional and project-specific meetings. Our top priority is to engage with stakeholders, stay abreast of developments, and contribute to our Community's growth.

The Regional Transportation Coordinating Committee (RTCC) of the Northwest Colorado Council of Governments (NWCCOG) Invites elected officials, transit authorities, and interested parties to attend a Transportation Summit on September 12, 2024, in Frisco. The event aims to enhance communication and coordination across regional transportation services, particularly for veterans, people with disabilities, older adults, and low-income populations. The summit will address gaps in transportation systems and explore multimodal solutions. The RTCC also seeks new board members, particularly elected officials, to continue its mission. Please see the attached complete letter - ([Link-RTCC-Summit-Letter](#))

On August 13, the EVTA 10-Year Transit Development Plan Technical Advisory Committee reviewed the project timeline and outreach plan ([Link: EVTA Outreach Plan](#)). They requested transportation data from Vail, Avon, Beaver Creek, and community planning documents. Fehr & Peers, a leading transportation consulting firm, will continue providing expertise in various areas, including transit planning and community engagement. The next meeting is scheduled for Tuesday, October 1, in the afternoon.

On August 21, an update on the Eagle County Housing Needs Assessment Action Plan confirmed that the project is progressing as scheduled, with draft materials expected shortly after Labor Day. The EPS/RRC team will present preliminary data to Town Councils and partners in late October and early November, followed by a structured review and feedback process. A critical stakeholder meeting on Housing Strategies is set for September 18 at Avon Town Hall, where tailored strategies for each jurisdiction will be discussed. As noted, the Town of Avon has secured a \$200,000 planning grant under Prop 123 to support regional housing efforts, extending these meetings into 2025. The comprehensive community survey results will be presented in October, with vital upcoming dates, including a **November 12 Eagle County Commissioners Work Session** and an **Eagle Town Council meeting at 6:00 pm**.

On August 21, representatives from Abrika Development, including Brandon Cohen and Michael Hood, met to discuss critical initiatives to enhance community infrastructure. The meeting focused on extending Brush Creek Road, partially releasing performance guarantees, vesting property rights, and financial contributions to the Grand Avenue project, emphasizing strategic collaboration to advance these critical efforts.

Administration and Organization Update:

Staffing and Recruitment Update: In 2024, we filled twenty-three previously vacant positions, showcasing our unwavering commitment to strengthening our workforce. Six full-time positions remain open, and we are actively prioritizing these vacancies. Through strategic recruitment initiatives, we are dedicated to attracting highly qualified candidates who will significantly enhance the quality of life in our Community. Our relentless pursuit of top talent underscores our steadfast commitment to fostering a vibrant cultural

environment and ensuring continuous progress and well-being for all residents. This dedication reflects our promise to create a thriving, dynamic community for everyone.

Our draft 2025 budget: We diligently compile and collaborate with all departments to review their submissions. We aim to create a conservative, balanced budget prioritizing essential public infrastructure, assets, and core services. We're also incorporating valuable feedback from our community surveys, focusing on Quality of Life and prioritizing capital sales tax improvement projects.

Brush Creek Park – Playground Refurbishment: The Town of Eagle has received an updated proposal from Playgrounds by Leathers Dream-Build-Play to refurbish the playground at Brush Creek Park. The project will be a community-driven effort, encouraging residents to participate in transforming this popular recreational area. While the construction timeline is set for a spring 2025 launch, we are mindful of potential delays in equipment delivery. As the project progresses, we will keep the Community informed and share opportunities for involvement in this exciting initiative.

Economic Development:

On August 13, Advancing East Eagle Subarea Initiatives: The Town of Eagle staff, Sarah Dunmire and Andrew Knudtsen from Economic & Planning Systems (EPS) convened to push forward our key initiatives for the East Eagle subarea. The meeting was pivotal in refining our strategies for the Commercial Linkage Fee study, Infrastructure Financing, and revenue-sharing plans. Our next steps involve scheduling a Town Council session to review and provide feedback on the draft prepared by EPS, ensuring that the recommendations align closely with the Town's overarching goals.

Strengthening Affordable Housing through Strategic Linkages: In tandem with these efforts, the Town explored the potential of a Commercial Linkage Fee to bolster affordable housing, complementing our Local Employee Residency Program (LERP). This fee is designed to directly connect commercial development with affordable housing initiatives, effectively addressing the housing needs generated by our economic growth. Additionally, EPS engaged with East Eagle Partners to assess their financial analysis for the annexation of Parcels A and F, advancing our goal of balanced and sustainable development. Further discussions and detailed information sharing are necessary before bringing these matters back to the Town Council for consideration.

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
August 6, Work Session	Canceled
September 3, Work Session	Capital Improvement Projects (CIP)
October 1, Work Session	MEAC – 1-hr check-in with Town Council to clarify their role OSRAC – 1-hr check-in with Council
November 5, Work Session	
December 3, Work Session	
Request for Additional Work Sessions	Topic



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Community Development Director

Date: August 27, 2024

Agenda Items: Resolution 56, Series 2024, A Resolution of the Town Council of Eagle, Colorado Accepting a Petition for Annexation of a Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (The Pasture Annexation)

REQUESTS:

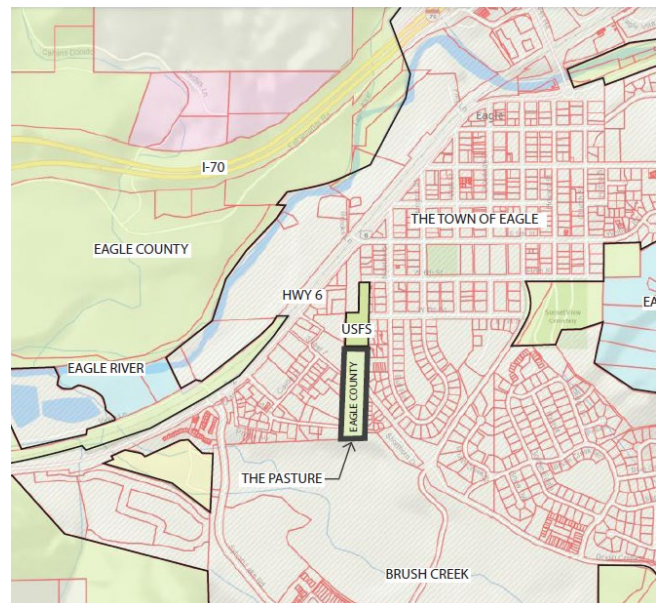
For Town Council to determine if the annexation application is in substantial compliance with statutory requirements and set a public hearing for October 8, 2024.

BACKGROUND:

Eagle County (“applicant”) has submitted an annexation petition and four copies of the annexation map for a 5.02-acre parcel described as “The Pasture” in the West Eagle neighborhood (see image to the right).

The applicant is seeking to zone the property to Residential Multi-Family (R3) and to submit for development permit and subdivision for concurrent processing with the annexation. If the Town Council finds the application to be in substantial compliance, staff will present it, along with related applications, to the Planning Commission on September 17, 2024, for consideration and recommendation. The Town Council will make a final decision on October 8, 2024.

The attached resolution initiates the public notice process for annexations, which will be carried out by Town staff. The Community Development Department will also notice the associated land use applications according to the provisions of the Town of Eagle Land Use and Development Code.



ANALYSIS:

Town staff, the Town Attorney, and a third-party surveyor have reviewed the submittal for completeness and finds the Annexation Petition for The Pasture to be in substantial compliance with Section 31-12-107(1) C.R.S.

COMMUNITY INPUT:

None.

BUDGET:

None. The applicants have agreed to reimburse the Town for expenses and fees incurred by the Town in reviewing and processing the land use applications through a reimbursement agreement.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Town Council is only considering whether the petition is in substantial compliance. Analysis of this application against the Strategic Plan and the Elevate Eagle Comprehensive Plan will take place during the public hearing.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 56, Series 2024, "A Resolution of the Town Council of Eagle, Colorado Accepting a Petition for Annexation of a Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (The Pasture Annexation)."

ATTACHMENTS:

- Annexation Petition
- Annexation Map
- Resolution 56, Series 2024

Petition for Annexation

To: The Town Council of the Town of Eagle, Colorado

Re: Property Known as: "The Pasture," consisting of approximately 5.02 acres presently owned by and in the jurisdiction of Eagle County.

The undersigned landowner, in accordance with Title 31, Article 12, Part 1, C.R.S., known as the Municipal Annexation Act of 1965, hereby petitions the Board of Trustees of the Town of Eagle, Colorado (the "Board of Trustees") for annexation to the Town of Eagle (the "Town") of the following described unincorporated area situate and being in the County of Eagle, State of Colorado (the "Property"):

(See **Exhibit A** attached hereto and incorporated herein by reference)

In support of its Petition, Petitioner states as follows:

1. That it is desirable and necessary that the Property be annexed to the Town of Eagle, Colorado.
2. That the Property meets the requirements of C.R.S. §§ 31-12-104 and 105, in that:
 - a. Not less than 1/6 of the perimeter of the Property is contiguous with the existing boundaries of the Town, disregarding for contiguity purposes, as allowed by C.R.S. § 31-12-104(1)(a), the existence of any platted street or alley, any public or private right-of-way, any public or private transportation right-of-way or area, public lands (except county-owned open space) or any lakes, reservoirs, streams or other natural or artificial waters located between the Town and the Property. The contiguity required by C.R.S. § 31-12-104(1)(a) has not been established by use of any boundary of an area that was previously annexed to the Town where the area, at the time of its annexation, was not contiguous at any point with the boundary of the Town, and was not otherwise in compliance with C.R.S. § 31-12-104(1)(a), and was located more than 3 miles from the nearest boundary of the Town, nor was the contiguity required by C.R.S. § 31-12-104(1)(a) established by use of any boundary of territory that was subsequently annexed directly to, or which was indirectly connected through, subsequent annexations of such an area.
 - b. The proposed annexation will not create any disconnected municipal satellites.
 - c. A community of interest exists between the Property and the Town.
 - d. The Property is urban or will be urbanized in the near future, and said area is integrated or is capable of being integrated with the Town.

- e. No land held in identical ownership, whether consisting of 1 tract or parcel of real estate or 2 or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising 20 acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars \$200,000 for *ad valorem* tax purposes for the year next preceding the annexation is included within the Property without the written consent of the landowner(s).
- f. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
- g. The annexation of the Property will not result in the detachment of area from any school district and the attachment of same to another school district.
- h. The annexation of the Property will not have the effect of extending the boundary of the Town more than 3 miles in any direction from any point of the Town's boundary in any one year.
- i. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.
- j. Reasonable access will not be denied to landowners, owners of easements or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town.

3. That attached hereto and incorporated herein by reference are 4 prints of the annexation map, containing the following information:

- a. A written legal description of the boundaries of the Property.
- b. A map showing the boundary of the Property.
- c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land, and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
- d. Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

4. That Petitioner is the owner of more than 50% of the Property, exclusive of streets and alleys.
5. That Petitioner signed this Petition no more than 180 days prior to the date of the filing of this Petition.
6. That this Petition satisfies the requirements of Article II, § 30 of the Colorado Constitution in that it is signed by persons comprising more than 50% of the landowners of the Property who own more than 50% of the Property, excluding public streets and alleys and any land owned by the Town.
7. That no election has been held within the last 12 months for annexation of the Property to the Town.
8. That the Property is located within Eagle County, the Eagle County School District and the Greater Eagle Fire Protection District (GEFPD).
9. That upon the effective date of the ordinance annexing the Property to the Town, the entire Property shall become subject to the ordinances, resolutions, rules and regulations of the Town, except for general property taxes which shall become effective on January 1 of the next year following passage of the annexation ordinance.
10. That Petitioner has not previously requested from any government entity review of a site-specific development plan that would vest Petitioner with the property rights contemplated in C.R.S. § 24-68-101, *et seq.*, and that Petitioners hereby waive any vested property rights for the Property resulting from any prior approval of any site-specific development plan as defined in C.R.S. § 24-68-101, *et seq.*
11. That, by the date that is 90 days after the effective date of the annexation ordinance, the Property shall be brought under the Town's zoning code and map.
12. That Petitioner reserves the right to withdraw this Petition at any time prior to the adoption of an annexation ordinance.

Therefore, the undersigned Petitioner respectfully requests that the Board of Trustees approve the annexation of the Property to the Town.

Jeff Shroll 8/22/2024 PO Box 850, Eagle CO 81631
Eagle County by Jeff Shroll, Date Mailing Address
County Manager

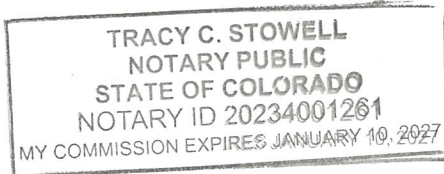
State of Colorado)
County of Eagle) ss.

Subscribed, sworn to and acknowledged before me this 22nd day of
August, 2024, by Jeff Shroll.

My Commission expires 1/10/27.

(Seal)

[Signature]
Notary Public



Affidavit of Circulator

The undersigned, being of lawful age, being first duly sworn upon oath, deposes and says:

That he or she was the circulator of the foregoing Petition for Annexation of lands to the Town of Eagle, Colorado, consisting of 6 pages including this page, and that each signature thereon was witnessed by the affiant and is the true signature of the person whose name it purports to be.

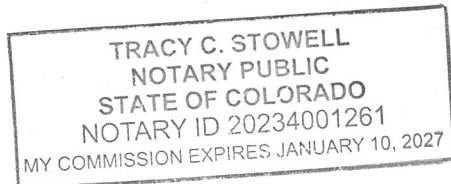
Circulator

State of Colorado)
) ss.
County of Eagle)

Subscribed, sworn to and acknowledged before me this 22nd day of August, 2023, by Tori Franks.

My Commission expires 1/10/2027.

(Seal)



Notary Public

Exhibit A

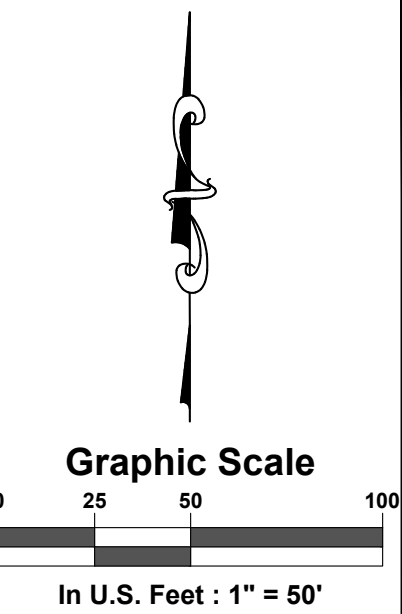
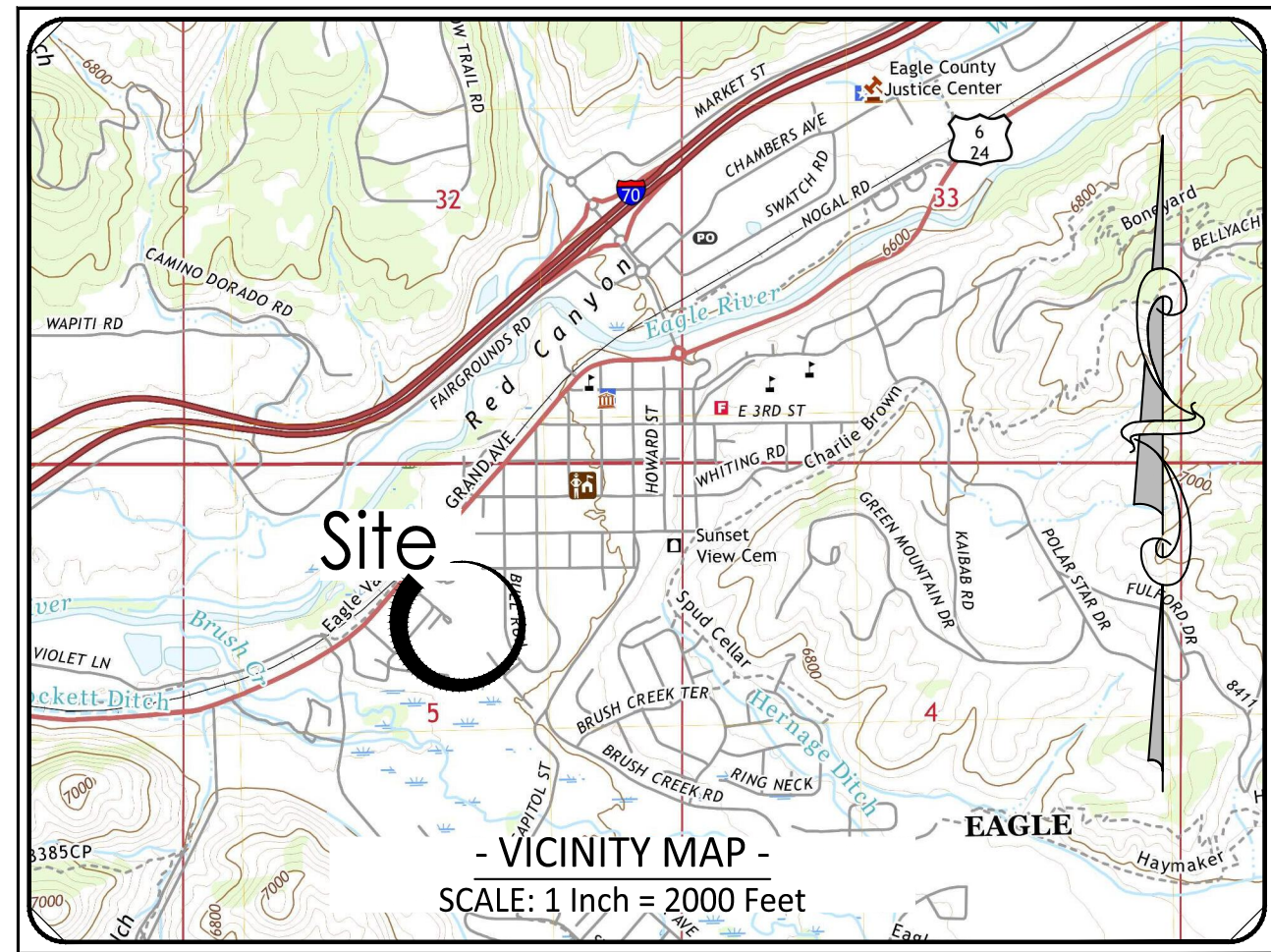
The Pasture Parcel Legal Description

Sec. 5, a parcel of land in Section 5, Town of Eagle, being a portion of that land described in Exchange Deed recorded February 9, 1950 in Book 135 on Page 85 (Parent Parcel), and more particularly described as follows:

Beginning at Angle Point 7 of Tract 47, monumented with a 3 inch diameter cap on pipe by the Eagle County Surveyor, thence on and along the west line of said Parent Parcel N1 °56'11"E. for 918.46 feet to a point from which a G.L.O. brass cap on pipe bears N1 °56'11"E. for 373.60 feet and an USDA Forest Service aluminum cap marked WC bears S86°52'10" E. 22.25 feet; thence S86°52'10"E. for 240.77 feet to a point on the east line of said Parent Parcel described in warranty deed recorded February 9, 1950 in Book 135 on Page 85, from which an USDA Forest Service aluminum cap marked WC bears N86°52'10"W. 1.14 feet and an USDA aluminum cap on pipe marked AP-1 bears N1°52'26"E. for 697.27 feet; thence S1°52'26"W. for 894.94 feet to a USDA Forest Service Aluminum Monument marked AP-6; thence S87°33'28"W. for 242.40 feet to the Point of Beginning,
County of Eagle, State of Colorado

West Eagle Annexation Map

5.020 acres to be Annexed to the Town of Eagle, Colorado
A Parcel of Land Situated in Section 5,
Township 5 South, Range 84 West of the 6th P.M.,
Eagle County, Colorado



SGM
118 West Sixth Street Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

West Eagle Annexation
Eagle, Colorado

CERTIFICATE OF OWNERSHIP

We, Eagle County, the owners of 100 percent of the following described property, excluding any public streets and alleys, to-wit:

Recorded Description (Quitclaim Deed at Reception No. 200912645)

Sec. 5, a parcel of land in Section 5, Town of Eagle, being a portion of that land described in Exchange Deed recorded February 9, 1950 in Book 135 on page 85 (Parent Parcel), and more particularly described as follows:

Beginning at Angle Point 7 of Tract 47, monumented with a 3 inch diameter cap on pipe by the Eagle County Surveyor, thence on and along the west line of said Parent Parcel N1°56'11"E for 918.46 feet to a point from which a G.L.O. brass cap on pipe bears N1°56'11"E for 373.60 feet and an USDA Forest Service aluminum cap marked WC bears S86°52'10"E 22.25 feet; thence S86°52'10"E for 240.77 feet to a point on the east line of said Parent Parcel described in Warranty Deed recorded February 9, 1950 in Book 125 on page 85, from which an USDA Forest Service aluminum cap marked WC bears N86°52'10"W 1.14 feet and an USDA aluminum cap on pipe marked AP-1 bears N1°52'26"E for 697.27 feet; thence S1°52'26"W for 894.94 feet to an USDA Forest Service aluminum monument marked AP-6; thence S87°33'28"W for 242.40 feet to the Point of Beginning.
County of Eagle, State of Colorado

As-Surveyed Description

A parcel of land situated within Section 5, Township 5 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, said parcel being more fully described as follows:

Beginning at the southwest corner of said parcel as monumented by a rebar with 4-1/2" aluminum cap marked for AP 7 of Tract 47;
Thence N1°56'11"E for a distance of 918.46 feet;
Thence S86°52'10"E for a distance of 240.73 feet;
Thence S1°52'06"W for a distance of 894.69 feet;
Thence S87°29'56"W for a distance of 242.47 feet to the Point of Beginning.
Said parcel containing 5.020 Acres (218,679 Sq. Ft.), more or less.

have by these presents laid out and platted the same as shown hereon and designate the same as West Eagle Annexation to the Town of Eagle, County of Eagle, State of Colorado.

EXECUTED this _____ day of _____, 20____.

Chair
Eagle County Board of Commissioners

STATE OF COLORADO)

) ss.

COUNTY OF EAGLE)

The foregoing certification was acknowledged before me this _____ day of _____, 20____, by _____, County Commissioner, Eagle County.

Witness my hand and official seal _____

My commission expires: _____

Notary Public _____

Contiguity Table	
Perimeter of area being annexed.....	2296.35'
Minimum Required Contiguous Boundary (2296.35' x 1/6).....	382.73'
Existing Boundary Contiguous w/ Town of Eagle.....	2055.62'

LEGEND	
Existing Town Limits	
Existing Town Limits contiguous with Annexation Parcel	
Found Monument as described	
Found Monument as described	
N00°00'00"E 100.00' = Measured Bearings & Distances	
(N00°00'00"E 100.00') = Record Bearings & Distances	

TOWN COUNCIL CERTIFICATE

The Town Council of the Town of Eagle, Colorado, by Resolution Number _____, duly adopted on the _____ day of _____, 20____, found and determined that annexation of the property designated herein complies with the requirements contained in Article 12, Title 31, C.R.S., as amended, and that said property is eligible for annexation to the Town of Eagle.

The Town Council of the Town of Eagle, Colorado, by Ordinance Number _____, duly adopted on the _____ day of _____, 20____, did annex the property herein described to the Town of Eagle, Colorado.

Mayor _____

ATTEST: _____

Town Clerk _____

TITLE CERTIFICATE

_____ does hereby certify that I have examined the title to all lands shown on this Annexation Plat and that title to such lands is vested in _____, free and clear of all liens, taxes, and encumbrances, except as follows:

_____ EXECUTED this day of _____, 20____.

Title Examiner _____

MORTGAGEE OR LIENHOLDERS CERTIFICATE

_____ does hereby certify that it is the holder of _____ against the lands shown on this Annexation Plat and hereby consents to the subdivision of the lands shown hereon.

EXECUTED this _____ day of _____, 20____.

Mortgagee or Lienholder _____

NOTES:

- Basis of Bearings: Bearings shown hereon are based on an assumed bearing of N1°56'11"E, between a 4.5" aluminum cap on iron pipe at AP 7 for Tract 47/AP 2 for Tract 48 and a 2-1/2" GLO brass cap at the corner common to Tracts 43, 45, 46, 47, both corners being monumented as shown hereon.
- This map has been prepared pursuant to client request for an Annexation Plat.
- Date of field survey: November 29–December 22, 2021
- Units of linear measurements are displayed in US Survey Feet.
- SGM is not responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
- Property descriptions shown hereon are based on Reception No. 200912645 of the Eagle County records.

CLERK AND RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Eagle County Clerk and Recorder at o'clock at _____ M., on the _____ day of _____, 20____, and is duly recorded in Book _____ at Page _____, as Document No. _____.

EAGLE COUNTY CLERK & RECORDER _____

By: _____
Deputy

SURVEYOR'S CERTIFICATE
I, Scott A. Hemmen, a registered land surveyor licensed under the laws of the State of Colorado, do hereby certify that this Annexation Plat was made under my direct supervision and that the information hereon is correct to the best of my knowledge and belief, and that no less than one-sixth (1/6) of the perimeter of the area as shown hereon is contiguous with the existing boundaries of the Town of Eagle, Colorado. I further certify that the external boundaries of the property shown on this plat have been monumented on the ground in accordance with Section 4.15.010(G) of the Eagle Municipal Code.

EXECUTED this _____ day of _____, 20____.

Scott A. Hemmen
Colorado License # 38182
For and on behalf of SGM

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Job No. 2021-702.001
Drawn by: MEV
Date: 06/12/2024
Approved: PLS: SAH
File: WestEagle_Annex

Location:

Annexation Map

Sheet No.

1

Of: 1

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 56
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN
UNINCORPORATED EAGLE COUNTY AND SETTING A PUBLIC HEARING ON THE
ANNEXATION (WEST EAGLE HOUSING ANNEXATION)

WHEREAS, on July 26, 2024, Eagle County, owners of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in Exhibit A attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete and in substantial compliance with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and then, the Town Council will establish a date, time, and place for a public hearing to consider the annexation; and

WHEREAS the Town Council, at its regular meeting on August 27, 2024, reviewed the Petition and various documents submitted in support of the Petition.

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

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the petition requirements set forth under the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, October 8, 2024, at 6:00 p.m., at the Eagle Town Hall, 200 Broadway, Eagle, Colorado to determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and Article II, § 30 of the Colorado Constitution, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the Town, any resident of a municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Eagle County may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON AUGUST 27, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

Sixth Principal Meridian, Eagle County, Colorado, T. 5 S., R. 4 W.

Sec. 5, a parcel of land in Section 5 of Township 5 South, Range 84 West of the 6th P.M., Town of Eagle, County of Eagle, State of Colorado being a portion of that land described in Exchange Deed recorded February 9, 1950 in Book 135 at Page 85 (Parent Parcel), and more particularly described as follows:

Beginning at Angle Point 7 of Tract 47, monumented with a 3 inch diameter cap on pipe by the Eagle County Surveyor, thence on and along the west line of said Parent Parcel N1°56'11"E for 918.46 feet to a point from which a G.L.O. brass cap on pipe bears N1°56'11"E for 373.60 feet and an USDA Forest Service aluminum cap marked WC bears S. 86°52'10" E. 22.25 feet; thence S86°52'10"E for 240.77 feet to a point on the east line of said Parent Parcel described in warranty deed recorded February 9, 1950 in Book 135 on Page 85, from which an USDA Forest Service aluminum cap marked WC bears N. 86°52'10"W. 1.14 feet and an USDA aluminum cap on pipe marked AP 1 bears N1°52'26"E for 697.27 feet; thence S1°52'26"W for 894.94 feet to a USDA Forest Service Aluminum Monument marked AP-6; thence S87°33'28"W for 242.40 feet to the Point of Beginning.