



**Town Council**  
**Tuesday, March 24, 2026**  
**Public Meeting Room / Eagle Town Hall**  
**200 Broadway Eagle, CO**

*This agenda and the meetings can be viewed at [www.Townofeagle.org](http://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 Camille Deering, Town Clerk, and will be included as part of the record. For technical difficulties, please email [clerk@townofeagle.org](mailto:clerk@townofeagle.org) and we will do our best to assist you.*

**1. Microsoft Teams meeting**

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[h](#)

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**CALL TO ORDER - 6:00 PM**

**ROLL CALL**

**DISCLOSURE OF CONFLICT OF INTEREST**

**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.

**PRESENTATIONS - 6:10 PM** *Prescheduled presentations from the public are limited to 5 minutes. Invited presentations are limited to 10 minutes. Prior arrangements for presentations are made with the Town Clerk. The Council cannot appropriate funds or waive fees in response to a presentation.*

1. Eagle Valley Wildland- Wildfire Mitigation Update

**CONSENT AGENDA - 6:20 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
2. Resolution 20, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Certain Members on the Town of Eagle Planning and Zoning Commission.
3. Resolution 21, Series 2026: A Resolution of the Town Council of the Town of Eagle, Colorado Approving the 2026 Business Advancement Program Grant Funding Allocation as Recommended by the Town of Eagle Economic Vitality Committee
4. Resolution 22, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Intergovernmental Agreement between the Town and Eagle River Fire Protection District to Provide Wildfire Mitigation, Chipping and Residential Inspection Services for 2026.
5. Resolution 23, Series 2026: A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Town of Eagle Employee Housing Guidelines Dated March 24, 2026

**STAFF REPORTS** *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

**BUSINESS ITEMS - 6:25 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. Announcing Town Manager Finalist
2. PUBLIC HEARING: First Reading Ordinance 06, Series 2026, An Ordinance of the Town Council of the Town of Eagle, Colorado Adopting by Reference a Wildland Urban Interface Code
3. Discussion: Pedal Assist E-bike Use on Town of Eagle Natural-Surface Trails
4. Resolution 18, Series 2026: A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Preliminary Plan, Major Development Permit and Associated Development and Subdivision Improvements Agreement for Red Mountain Ranch, Parcel 1
5. Resolution 19, Series 2026: A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Allocation of Additional Funds for a Communications Tower Related to the Building Electrification Project

**COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:00 PM** *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

**EXECUTIVE SESSION - 8:10 PM**

1. For a conference with the Town Attorney for purposes of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b) more specifically relating to the installation of a stream gage in the Brush Creek Valley Ranch Open Space.

2. And further move to adjourn the regular meeting at the conclusion of the executive session.

**ADJOURN - 9:00 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.



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Camille Deering  
Town Clerk

**PUBLIC WIFI – Town of Eagle Public Wi-Fi**



**MEETING MINUTES**  
**Town Council**  
**Tuesday, March 10, 2026**  
**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**

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

**ROLL CALL**

**COUNCIL MEMBERS PRESENT**

Geoffrey Grimmer, Jamie Woodworth Foral,  
Bryan Woods, Gina McCrackin, Scott  
Schreiner, Andrew Atkins, Casey Glowacki

**COUNCIL MEMBERS ABSENT**

**STAFF PRESENT**

Melissa Daruna, Interim Town Manager  
Richard Peterson-Cremer, Town Attorney  
Camille Deering, Town Clerk  
Rachel Tand, Finance Director/Treasurer  
Carrie Buhlman, Police Chief (Virtual)  
Luke Causey, Police Lieutenant  
Tom Gosiorowski, Public Works Director (Virtual)  
Kyle Brotherton, Interim Community Director & Town Planner  
Lynette Horan, Human Resources Manager (Virtual)  
Jessica Lake, Senior Planner (Virtual)  
Molly Furtado, Special Events Manager (Virtual)  
Sydney Dynek, Planner  
Kira Koppel, Sustainability Specialist  
Alex Smiley, Open Space & Trails Manager  
Ryan Goebel, IT Analyst  
Kevin Aoki, Information Technology Manager (Virtual)  
Nikki Davis, Economic Development & Housing Specialist  
Ashley LaFleur, Communications Specialist (Virtual)

**CONFLICT OF INTEREST DISCLOSURE**

Council Member Jamie Woodworth Foral recused herself from the consent agenda vote and Business Item #4 due to being on the Board of Directors for Mountain Tots Preschool.

Council Member Schreiner will recuse himself from the Executive Session discussion involving the stream gage installation out of an abundance of caution for any perceived conflict of interest.

**ADOPTION OF AGENDA**

**MOTION: Council Member Scott Schreiner motioned to approve the agenda. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.**

**PUBLIC COMMENT**

Mayor Woods opened Public Comment for items not on tonight's agenda, there was no public comment.

**PRESENTATIONS**

1. Eagle Chamber of Commerce  
Michelle Morgan from the Eagle Chamber of Commerce presented an overview of the Chamber's role as a connector and advocate for local businesses, highlighting ongoing programming, community events, and partnerships with the Town of Eagle, and responded to council questions.
2. Greater Eagle Fire Protection District - Wildfire Resiliency & Response  
Interim Fire Chief Tim Lavin and Fire Marshall Randy Cohen from the Greater Eagle Fire Protection District presented on wildfire risks, response strategies, and the importance of adopting the Colorado Wildfire Resiliency Code (WUI), addressing council questions about home fire safety, evacuation planning, water infrastructure, and state-level code adoption.

**CONSENT AGENDA - 6:25 PM**

**MOTION: Council Member Scott Schreiner motioned to amend the 2/24/2026 minutes to reflect that Councilmember Schreiner was not present for the motion to adjourn due to recusing himself from the Executive Session. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Gloawcki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.**

**MOTION: Council Member Scott Schreiner motioned to approve the consent agenda as amended. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Schreiner), 0 opposed, and 1 abstained (Woodworth Foral).**

1. Minutes
  - a. 2.24.2026 Town Council Meeting Minutes
  - b. 3.3.2026 Special Town Council Meeting Minutes
2. Bill Schedule
  3. Resolution 16, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving the Investment Grade Audit for the Building Electrification Project and Authorizing the Mayor to Execute an Energy Performance Contract for the Project."
  4. Resolution 17, Series 2026 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving the Letter of Support for Mountain Tots Preschool's 2026 Community Project Funding Request

**STAFF REPORTS** *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
  - a. Community Project Funding Support - I-70 Eagle Airport Interchange
2. Department Update

**BUSINESS ITEMS - 6:30 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. GPS: Regional Housing Authority  
Brian Poole from Government Performance Solutions, joined by representatives from Eagle County and Town of Avon, presented research and models for a potential Regional Housing Authority. Council members discussed concerns about funding mechanisms, including the need for state enabling legislation, the challenge of taxing local residents for regional benefits, and the potential for graduated fees or vacancy taxes to address equity and vacant homes. The presenters announced an open survey for community input, with results expected by the end of April.  
  
Resolution 13, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing the Rollover and Allocation of Additional Conservation Trust Fund Monies for the Haymaker Trailhead Vault Restroom and Drinking Fountain Project."
  2. Alex Smiley presented this item. Council approved the resolution without further discussion.

**MOTION: Council Member Scott Schreiner motioned to approve Resolution 13, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing the Rollover and Allocation of Additional Conservation Trust Fund Monies for the Haymaker Trailhead Vault Restroom and Drinking Fountain Project." The motion was seconded and passed with a vote of 7 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.**

3. PUBLIC HEARING: LUDC26-01 Miscellaneous Code Amendments  
Council reviewed and debated a series of code amendments affecting zoning, PUD amendment processes, screening standards, and lot line adjustments. Public comment and council discussion focused on procedural equity for lot line consolidations in OTR and CMU1 districts and the maximum number of adjacent lots that can be consolidated.

Mayor Woods opened the discussion for public comment:

- Scott Farley 323 Capitol Street- Appreciates this issue being added to the agenda. He shared his frustration going through the process of building an ADU years ago and experiencing "unnecessary hurdles".
- Dawn Keonig 328 Capital Street- Argued that the CMU-1 zone district should be added to the code language for procedural uniformity.
- Michael Hood, Haymeadow- Asked Council not to hold up the other amendments if they are unable to find consensus on the last amendment. Please vote on the other amendments if needed rather than reject everything.
- A late written submission from Rick Beveridge was received and shared with the Council. Beveridge provided his thoughts on the ordinance, arguing that the number of lots should not matter and CMU-1 district should be included. The email will be added to the Council Packet.

After public comment, Councilmember Atkins asked the Council to take a risk and amend the ordinance according to the feedback received from both the public and P&Z. He wanted to avoid wasting more time sending the ordinance back for further revision. The Council discussed the legal and procedural implications of the request and ultimately decided to amend the ordinance, deleting restrictions on the number of lots and residential zoning. Mayor Woods decided that he would abstain from the amendment vote if it includes CMU-1 because he resides within the CMU-1 district.

a. Ordinance 5, Series 2026, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Chapters 4, 8, 10, 11, and 17 of Title 4 of the Eagle Municipal Code Related to Development Standards and Practices."

**MOTION: Council Member Andrew Atkins motioned to amend Ordinance 5, specifically Section 9 of the ordinance, which repeals and replaces Sections 4.17.100.B.2.c and 4.17.100.B.2.d of the Eagle Municipal Code. He motioned to modify the ordinance written: first in (c)(i)(b), delete "no more than four"; in (c)(i)(c), delete "the lots are zoned residential"; in (c)(ii)(b), delete "no more than four"; in (c)(ii)(c), delete "the lots are zoned residential". The motion was seconded and passed with a vote of 6 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woodworth Foral, Schreiner), 0 opposed, 1 abstained (Woods).**

**MOTION: Council Member Geoffrey Grimmer motioned to approve Ordinance 5, Series 2026, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Chapters 4, 8, 10, 11, and 17 of Title 4 of the Eagle Municipal Code Related to Development Standards and Processes". The motion was seconded and passed with a vote of 7 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.**

4. EV Charging and Building Code Discussion

*Woodworth Foral left the room for the discussion due to a disclosed conflict of interest.*

Council discussed the impacts of building code and land use code requirements for EV charging infrastructure. They discussed whether variances should be offered to certain types of businesses and the legal limitations of amending energy codes below state minimums.

Mayor Woods opened the discussion for public comment:

- Michael Hood- Alerted Council of State Bill 22-1362 that could allow businesses to qualify for a waiver. Council responded that they would need legal advice to determine if that State Bill was applicable.

Overall, Council expressed support for maintaining current EV readiness standards for consistency and future-proofing but would be willing to consider a variance proposal. Councilmember McCrackin wanted to emphasize for the record that things start to get really sticky once variances are made for certain projects, and the Council should be cautious about making changes.

## **COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS**

- Mayor Woods reported that maintaining the rodeo rink tent would require significant investment, including bringing it up to energy code and installing fire sprinklers, with an estimated cost of \$1.7 million. Eagle County seems hesitant to make the investment.
- Council noted that county-wide sales tax revenue has dropped 11% year-to-date. Town of Eagle has not experienced a similar decline

- A new thrift store, Lillith Moon Exchange, will be opening on Broadway.
- Councilmember Grimmer promoted the Adam Palmer Documentary premiering at the Capitol Theater on June 11th and Trivia Night at Capitol Public House on 4/20.

**EXECUTIVE SESSION**

Executive Session was entered at 9:03 p.m. and adjourned at 9:41 p.m. Council member Schreiner left the meeting after the motion to enter the executive session due to a disclosed conflict of interest.

**MOTION: Mayor Bryan Woods motioned to enter into Executive Session for a conference with the Town Attorney for purposes of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), more specifically relating to the installation of a stream gage in the Brush Creek Valley Ranch Open Space. The motion was seconded and passed with a vote of 7 (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) in favor and 0 opposed.**

- For a conference with the Town Attorney for purposes of receiving legal advice on specific legal questions under
1. C.R.S Section 24-6-402(4)(b) more specifically relating to the installation of a stream gage in the Brush Creek Valley Ranch Open Space.

**BUSINESS ITEMS CONTINUED**

1. Direction on matters that are the subject of executive session

No direction was given.

**ADJOURN**

**MOTION: Council Member Bryan Woods motioned to adjourn the meeting at 9:41 p.m. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral) and 0 opposed.**

Date:  
3/24/2026

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Bryan Woods, Mayor

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Camille Deering, Town Clerk



To: Mayor Woods and Town Council  
From: Kyle Brotherton, Interim Community Development Director  
Date: March 24, 2026

**Agenda Item:** Resolution 20, Series 2026, “A Resolution of The Town Council of The Town of Eagle, Colorado, Appointing Certain Members on the Town of Eagle Planning and Zoning Commission”

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**REQUEST:** For the Town Council to approve for appointment four (4) Planning and Zoning Commission members, with one as a Regular Member and three as Alternate Members.

**BACKGROUND:** A vacancy was created on the Planning and Zoning Commission when member Andrew Atkins was appointed to the Town Council on January 13, 2026. An additional vacancy was created when member Weston Arbogast resigned his Regular Member position on March 23, 2026.

**ANALYSIS:** Due to the vacancies created, the Planning and Zoning Commission currently has zero alternative members and is down one regular member, which can potentially lead to issues achieving quorum. Subsection (A) of Section 2.24.020 of the Town Code, the Town Planning and Zoning Commission shall consist of seven members appointed by Town Council, and as detailed in subsection (B) of Section 2.24.020 of the Town Code, the Town Council may appoint alternate members of the Town Planning and Zoning Commission. Staff believes that appointing one regular and multiple alternate members is a desirable outcome to ensure that there will be a quorum present at Planning and Zoning Commission hearings.

After a thorough review of the applications and a discussion with Planning staff, staff recommends that Erin Cook be appointed as a Regular Member and that Benjamin Leape, Colleen Sharpe, and KaLynn Morrison be appointed as Alternate Members to the Planning and Zoning Commission.

Erin Cook has been a resident in Eagle for approximately five years and is currently a real estate advisor. Her previous work includes paralegal and marketing. Erin believes the Town of Eagle has an opportunity to grow positively into the future and would enjoy having her family be able to established roots within Town.

Benjamin Leape is the owner/operator of EmberReady, a first-of-a-kind platform to drive wildfire readiness and facilitate access to insurance. His previous experience includes VP of business development and a deputy director for the United States Marine Corp. Having resided in Town for about two and a half years, Benajmin wishes to see the Town achieve responsible growth and long-term stewardship.

Collene Sharpe is currently a GIS consultant and has decades of work as a GIS manager and planner in North Carolina. She has also previously served on two planning and zoning boards. Colleen moved to Eagle just under two years ago to be closer to her son and grandson and wants to see her family be able to grow roots in Eagle.

KaLynn Wood has resided in Eagle for just about two years and is currently a marketing manager. Her educational

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background is in political science, and she has spent time on The Hill and also spent time working with United Way. KaLynn sees an opportunity for Eagle to practice and achieve smart growth to fuel the Town into the future.

The last applicant was Miranda Crews, who has lived in Eagle for about a year. Her background is in marketing and advertisement but worked previously with a downtown development authority and is well-versed in diverse collaboration amongst stakeholders. Miranda lives in Downtown and sees a great opportunity for the Town is focus on smart and appropriate growth.

**COMMUNITY INPUT:** The Commission vacancy has been advertised on the Town’s website, flyers have been posted around Town and on the Town’s social media account. Staff has received five qualified applications to fill the alternate member vacancy.

**BUDGET / STAFF IMPACT:** There is no anticipated budget impact.

**STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:**

Approval of this request would support the implementation of the Town of the Eagle Strategic Plan, the 2021 Amended Elevate Eagle Comprehensive Plan, as well as the Land Use and Development Code section of the Town’s Municipal Code. The Planning and Zoning Commission is an integral part of Town governance. It is critical that the Commission is provided with the resources and support needed to operate without interruption as they review and recommend action on various land use regulations and applications. Filling the Commission vacancies ensures these duties will be achieved effectively.

**APPOINTMENTS:**

Appoint Erin Cook as a Regular Member to the Town of Eagle Planning and Zoning Commission, with a term to expire on April 30, 2030, or until the successor takes office.

Appoint Benjamin Leape as First Alternate Member to the Town of Eagle Planning and Zoning Commission, with a term to expire on April 30, 2030, or until the successor takes office.

Appoint Colleen Sharpe as Second Alternate Member to the Town of Eagle Planning and Zoning Commission, with a term to expire on April 30, 2030, or until the successor takes office.

Appoint KaLynn Morrison as Third Alternate Member to the Town of Eagle Planning and Zoning Commission, with a term to expire on April 30, 2030, or until the successor takes office.

The attached resolution is in draft form, pending Council decision. The final version will be presented for the Mayor’s signature following Town Council’s approval.

**RECOMMENDED ACTION OR PROPOSED MOTION:**

Staff Recommended Motion

I move to **APPROVE** Resolution 20, Series 2026, A Resolution of The Town Council of The Town of Eagle, Colorado, appointing certain Members on the Town of Eagle Planning and Zoning Commission.

**ATTACHMENTS:**

1. Resolution 20, Series 2026

**RESOLUTION NO. 20**  
**(Series of 2026)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,  
APPOINTING CERTAIN MEMBERS ON THE TOWN OF EAGLE PLANNING AND  
ZONING COMMISSION.

**WHEREAS**, a vacancy was created by Andrew Atkins being appointed to Town Council on January 9, 2026; and

**WHEREAS**, a vacancy was created by Weston Arbogast, who resigned his Regular Member position on March 23, 2026; and

**WHEREAS**, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Planning and Zoning Commission shall consist of seven members appointed by the Town Council; and

**WHEREAS**, subsection (B) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Council may appoint alternate members of the Town Planning and Zoning Commission. The term of the newly appointed members of the Commission shall expire on April 30, 2030, or until the successor takes office; and

**WHEREAS**, the Alternate Member vacancy position has been advertised in the Vail Daily, on the Town's website, e-newsletters, and social media seeking applicants.

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

**Section 1.** That Erin Cook is appointed as a Regular Member to the Town of Eagle Planning and Zoning Commission to serve with the term to begin on April 7, 2026 and end on April 30, 2030, or until the successor takes office.

**Section 2.** That Benjamin Leape is appointed as First Alternate Member to the Town of Eagle Planning and Zoning Commission to serve with the term to begin on April 7, 2026 and end on April 30, 2030, or until the successor takes office.

**Section 3.** That Colleen Sharpe is appointed as Second Alternate Member to the Town of Eagle Planning and Zoning Commission to serve with the term to begin on April 7, 2026 and end on April 30, 2030, or until the successor takes office.

**Section 4.** That KaLynn Morrison is appointed as Third Alternate Member to the Town of Eagle Planning and Zoning Commission to serve with the term to begin on April 7, 2026 and end on April 30, 2030, or until the successor takes office.

INTRODUCED, READ, PASSED, AND ADOPTED ON MARCH 24, 2026.

TOWN OF EAGLE, COLORADO

By: \_\_\_\_\_  
Bryan Woods, Mayor

ATTEST:

\_\_\_\_\_  
Camille Deering, Town Clerk



**To:** Mayor Woods and Town Council  
**From:** Nikki Davis, Economic Development & Housing Specialist  
**Date:** March 24, 2026  
**Agenda Item:** Resolution 21, Series 2026 “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the 2026 Business Advancement Program Grant Funding Allocation as Recommended by the Town of Eagle Economic Vitality Committee”

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**REQUEST:** Staff requests that the Town Council review and approve the Economic Vitality Committee’s funding recommendations for the 2026 Business Advancement Program.

**BACKGROUND:** The Business Advancement Program (BAP) is a one-time, town-wide grant initiative designed to invest directly in Eagle’s business community through one-to-one matching grants. The program is funded by a \$100,000 grant from the Colorado Department of Local Affairs’ Rural Economic Development Initiative (REDI) and a \$20,000 match from the Town’s General Fund, for a total program budget of \$120,000. Of this total, \$100,000 is allocated for project-based funding and \$20,000 is reserved for housing stipends.

The BAP builds on the success of the Downtown Eagle Project Investment Program (2024 - 2025) and expands funding opportunities across all of Eagle’s commercial hubs. The program’s framework is designed to support business expansion and job creation; promote private reinvestment to enhance the functionality and appearance of local businesses; and activate commercial areas to drive visitation. Additionally, the program supports workforce development and local housing support. Through these efforts, success will translate into a reinforced economy, increased local spending, and a boost in sales tax revenues that can be reinvested back into Eagle.

Applications were accepted from January 5 through February 19, 2026. The program was promoted through the Town’s website, Eagle Today, Vail Daily, social media, direct outreach and an informational webinar held on January 21.

All applicants will be notified of their respective outcomes in April. Feedback will be shared with those not recommended for funding, and applicants selected for award will each enter into a Funding Agreement with the Town. As outlined in the program guidelines, grant recipients will be required to demonstrate project completion by January 31, 2027. Since the BAP is reimbursement-based, grant dollars will be distributed to businesses once they file for project close out, which can be sooner than the January 31 deadline.

**ANALYSIS:** The Economic Vitality Committee (EVC) served as the review panel for the Business Advancement Program. The EVC’s role was to evaluate applications using a scoring rubric and make funding recommendations to the Town Council for final approval.

A total of 38 qualified applications were received, requesting approximately \$466,000 in funding - \$435,000 in project funding and \$31,000 in housing stipends. An additional four applications were received from home occupation businesses. Staff contacted these applicants to confirm the business's physical address and explain the BAP's limitations with home occupations and short-term rental businesses as being ineligible.

On March 10 and 11, the qualified applicants presented their proposals to the EVC. Following presentations, the EVC discussed and evaluated each application in alignment with the program's goals and evaluation criteria. While the scoring rubric provided a consistent framework for evaluation, the EVC also applied discretion in developing its final recommendations. In particular, the committee prioritized projects that demonstrated implementation readiness, strong potential to generate economic activity and contribute to local sales tax revenues, consistent with the intent of the program. The resulting recommendations reflect a balance between scoring outcomes and the EVC's collective judgment regarding overall community and economic impact.

The following Eagle businesses have been recommended to receive **Project Funding**:

Business	Purpose	Request	Award Recommendation
1. Backbowl	Improvements; purchase of furniture, fixtures, equipment (FFE)	\$10,000.00	\$2,500.00
2. Beyond Golf	Facility improvements; purchase of FFE	\$20,000.00	\$5,000.00
3. Blizzard Boba	Facility improvements; purchase of FFE	\$5,000.00	\$2,500.00
4. Canela	Facility improvements/modifications to space	\$3,000.00	\$3,000.00
5. Capitol Theater	Facility improvements; purchase of FFE	\$15,000.00	\$15,000.00
6. Color Coffee	Facility improvements/modifications to space	\$3,500.00	\$3,500.00
7. Copy Plus	Equipment upgrade	\$20,000.00	\$1,500.00
8. Flower Hound	Equipment upgrade; operations expansion	\$20,000.00	\$20,000.00
9. FOODSmith Prep	Facility improvements/modifications to space	\$11,074.12	\$3,000.00
10. Inner Light Juice	Equipment upgrade; operations expansion	\$5,840.42	\$6,000.00
11. Katchbox	Equipment upgrade; operations expansion	\$20,000.00	\$5,000.00
12. Lilith Moon Exchange	New business startup costs	\$9,250.00	\$1,500.00
13. Motosource Colorado	Operations expansion; workforce training	\$11,950.00	\$12,000.00
14. Mountain Market & Supply	Equipment upgrade; operations expansion	\$10,000.00	\$2,500.00
15. Wiggle Worm Gardens	Equipment upgrade; operations expansion	\$4,950.00	\$5,000.00
16. Yeti's Grind	Facility improvements/modifications to space	\$20,000.00	\$10,000.00
17. Yoga Off Broadway	Facility improvements/modifications to space	\$3,000.00	\$2,000.00
<b>Total Project Funding Request From Select Applicants:</b>		<b>\$192,564.54</b>	
<b>Total Project Funding Award Recommendation:</b>			<b>\$100,000.00</b>

The following Eagle businesses have been recommended to receive **Housing Stipends**:

Business	Purpose	Request	Award Recommendation
1. Canela	Workforce rental housing assistance; must reside in the town of Eagle.	\$2,000.00	\$2,500.00
2. Flower Hound		\$5,000.00	\$2,500.00
3. Inner Light Juice		\$3,000.00	\$2,500.00
4. Lilith Moon Exchange		\$4,000.00	\$2,500.00
5. Motosource Colorado		\$2,000.00	\$2,500.00
6. Mountain Tots Preschool		\$5,000.00	\$2,500.00
7. Old Growth Tree Services		\$5,000.00	\$2,500.00
8. Vail Valley Wellness		\$5,000.00	\$2,500.00
<b>Total Housing Stipend Request From Select Applicants:</b>		<b>\$31,000.00</b>	
<b>Total Housing Stipend Award Recommendation:</b>			<b>\$20,000.00</b>

**COMMUNITY INPUT:** The EVC is composed of local business and community representatives who bring diverse perspectives and experience to the evaluation process. All applicants were invited to present their proposals publicly, providing transparency and an opportunity for direct engagement with the committee.

**BUDGET / STAFF IMPACT:** The total available funding is \$120,000. Approval of the EVC's recommendations will allocate the full program budget. Staff time required to administer the program, execute funding agreements, and manage reimbursement and reporting processes has been incorporated into the 2026 work plan.

**STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:** The Business Advancement Program aligns with both the Town's Strategic Plan and the 2023 Economic Development Plan by advancing key objectives related to economic vitality, business retention, and community investment. The program supports Eagle's economy by incentivizing private investment, strengthening commercial areas, and encouraging projects that increase both local spending and sales tax revenues.

**RECOMMENDED ACTION OR PROPOSED MOTION:** A motion to **approve** Resolution 21, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the 2026 Business Advancement Program Grant Funding Allocation as Recommended by the Town of Eagle Economic Vitality Committee".

**ATTACHMENTS:**

1. ([LINK](#)) Business Advancement Program Website
2. ([LINK](#)) BAP Applications
3. Resolution 21, Series 2026
4. Exhibit A: BAP Funding Tracker Final Dated 3/11/2026

**TOWN OF EAGLE, COLORADO**  
**RESOLUTION NO. 21**  
**(Series of 2026)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO  
APPROVING THE 2026 BUSINESS ADVANCEMENT PROGRAM GRANT FUNDING  
ALLOCATION AS RECOMMENDED BY THE TOWN OF EAGLE ECONOMIC VITALITY  
COMMITTEE

WHEREAS, the Business Advancement Program aligns with the Town of Eagle’s 2020 Strategic Plan and 2023 Economic Development Plan by advancing objectives related to economic vitality, business retention and expansion, private investment, and workforce stability; and

WHEREAS, the Town (“Town”) established the Business Advancement Program (“BAP”) as a one-time, town-wide initiative to invest directly in Eagle’s business community through one-to-one matching grants; and

WHEREAS, the BAP is funded through a \$100,000 grant from the Colorado Department of Local Affairs’ Rural Economic Development Initiative (REDI) and a \$20,000 appropriation from the Town’s General Fund, for a total program budget of \$120,000; and

WHEREAS, the BAP is intended to support business expansion, encourage private reinvestment, strengthen workforce stability, and generate increased economic activity and sales tax revenues; and

WHEREAS, the Town accepted applications for the BAP between January 5 and February 19, 2026, and received 38 qualified applications requesting approximately \$466,000 in combined project funding and housing stipend support, exceeding the available program resources; and

WHEREAS, between March 10 and 11, 2026 the Economic Vitality Committee (“EVC”) served as the review panel for the BAP, hosted applicant presentations, and evaluated applications based on the program’s established criteria, goals, and overall community and economic impact; and

WHEREAS, on March 24, 2026, the Town staff submitted the EVC’s funding recommendations to the Town Council for final consideration; and

WHEREAS, the Town Council finds that approval of the recommended funding allocations is consistent with the purpose of the BAP and supports the Town’s broader economic development objectives.

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 2026 Business Advancement

Program grant funding allocations as recommended by the Economic Vitality Committee, as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

Section 2. The Town Manager, or designee, is hereby authorized to execute Funding Agreements with approved applicants and to take all necessary administrative actions to implement the Business Advancement Program in accordance with this Resolution.

Section 3. All grant awards shall be subject to the terms and conditions of both the Funding Agreement and the Business Advancement Program, including reimbursement-based funding, project completion deadlines, and compliance with applicable Town codes, permits, and requirements.

INTRODUCED, READ, PASSED AND ADOPTED ON MARCH 24, 2026.

TOWN OF EAGLE, COLORADO

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Bryan Woods, Mayor

ATTEST:

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Camille Deering, Town Clerk

## Town of Eagle 2026 Business Advancement Program - EVC Award Recommendations

	Business or Group Name	Purpose (Expanded Overview)	Requested Project Funding	Requested Housing Stipend	Requested Total Amount	Recommended Project Funding	Recommended Housing Stipend
1	Altitude AV LLC	Expand AV rental inventory providing locally available equipment resources for venues and production partners in the region	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -
2	Aspen Prep After School	Funding request for start up cost, GL insurance for child care, back ground checks per employee, health inspection, childcare license inspection cost. Not for profit start up cost.	\$ 4,456.00	\$ -	\$ 4,456.00	\$ -	\$ -
3	Backbowl	Capital improvements in seating areas and patio	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 2,500.00	\$ -
4	Beyond Golf	Installation of two additional Goflzon simulators.	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 5,000.00	\$ -
5	Blizzard Boba	Enhance operations, hire additional staff	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 2,500.00	\$ -
6	Canela Coffee & Pastry Shop	Reaplace flooring in the kitchen as required by the health department	\$ 3,000.00	\$ 2,000.00	\$ 5,000.00	\$ 3,000.00	\$ 2,500.00
7	Capture the Action (CTA Digital Media)	Purchase new and more advanced equipment; purchase new branding apparel and marketing items to increase company exposure	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -
8	Capitol Theater	Remodel the box office to sell soft serve ice cream. Work will include a general contractor, electrical work, glass replacement, cleaning.	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -
9	Cole House Studio	Interior improvements including new technology, furnishings, organizational systems	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -
10	Color Coffee	Update and upgrade patio.	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -
11	Copy Plus	Upgrading computers, replacing an old printer, investing in new machines to improve efficiency and output	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 1,500.00	\$ -
12	DW Dantas Construction LLC	Installation of AC in office and shop.	\$ 6,150.00	\$ -	\$ 6,150.00	\$ -	\$ -
13	Eagle Chamber of Commerce	Marketing for Biztoberfest	\$ 3,243.98	\$ -	\$ 3,243.98	\$ -	\$ -
14	Eagle Climbing + Fitness	24-hour expansion for fitness and climbing training; purchase software, LED lighting, security camera	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -
15	Eagle Valley Vision	Replacement of original 2006 HVAC system	\$ 16,000.00	\$ -	\$ 16,000.00	\$ -	\$ -
16	EagleARTS dba ARTSPaCE	Local marketing of their new location which includes meeting/event rental space	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -
17	Evolve Spa + Boutique	Use a consultant to build a marketing plan; use 8150 Cabinets to install new cabinets and countertops	\$ 19,683.05	\$ -	\$ 19,683.05	\$ -	\$ -
18	Flower Hound	Purchase and outfit a new delivery van; housing stipend for (2) full-time staff	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	\$ 20,000.00	\$ 2,500.00
19	FOODsmith Prep	Create new offerings designed to increase visibility, customer base, and customer frequency.	\$ 11,074.12	\$ -	\$ 11,074.12	\$ 3,000.00	\$ -
20	Inner Light Juice	Purchase and install of espresso station; purchase of basement commercial refrigerator and freezer to increase cold storage. Housing stipend to assist (2) full-time employees.	\$ 5,840.42	\$ 3,000.00	\$ 8,840.42	\$ 6,000.00	\$ 2,500.00

EXHIBIT A

21	Katchbox	Local advertising, increasing local reach and awareness; improve warehouse and fulfillment operations	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 5,000.00	\$ -
22	Lilith Moon Exchange	Interior painting, fixtures, point of sale system, Town permitting fees, new sign for business; hire 1-2 employees	\$ 9,250.00	\$ 4,000.00	\$ 13,250.00	\$ 1,500.00	\$ 2,500.00
23	Moe's Original BBQ	Purchase and install permanent awning over existing patio; purchase lighting and outdoor heaters	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -
24	Motosource Colorado	Support expansion from a service-only powersports repair shop into a licensed powersports dealership. Includes housing stipend request for (2) employees.	\$ 11,950.00	\$ 2,000.00	\$ 13,950.00	\$ 12,000.00	\$ 2,500.00
25	Mountain Market & Supply	Purchase of additional refrigerators, freezer; EGE airport pop-up; digital marketing	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 2,500.00	\$ -
26	Mountain Tots Preschool	Construction of a new childcare and early learning education facility in Haymeadow neighborhood	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	\$ -	\$ 2,500.00
27	Old Growth Tree Services	Professional development for staff; marketing campaign; housing stipend tied to recruitment	\$ 14,354.88	\$ 5,000.00	\$ 19,354.88	\$ -	\$ 2,500.00
28	On-Site Veterinary	Increase marketing efforts to attract staff and clients	\$ 5,732.50	\$ -	\$ 5,732.50	\$ -	\$ -
29	Purpose Pilates	Commercial flooring, professional installed glass, signage, pilates equipment	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -
30	R&H Mechanical	Purchase books for two semesters of classes - spring (January) and fall (August). Programs would conclude by September 2026.	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -
31	ServiceMaster	New signage for building and wrap (5) service vehicles	\$ 10,876.26	\$ -	\$ 10,876.26	\$ -	\$ -
32	Vail Closet Co dba 8150 Cabinets	Purchase and installation of new showroom displays	\$ 17,518.35	\$ -	\$ 17,518.35	\$ -	\$ -
33	Vail Valley Unbound	Funding to support targeted marketing efforts to strengthen enrollment	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -
34	Vail Valley Wellness	Signange, finishing the backyard communal space, AC mechanical upgrades, professional development for staff	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	\$ -	\$ 2,500.00
35	Vibrant Health	Facility upgrades including bathroom improvements; local advertising and community outreach to increase awareness	\$ 16,000.00	\$ -	\$ 16,000.00	\$ -	\$ -
36	Wiggle Worm Gardens	Purchase and install a new greenhouse	\$ 4,950.00	\$ -	\$ 4,950.00	\$ 5,000.00	\$ -
37	Yeti's Grind	Purchase new umbrellas for patio, purchase additional refrigeration equipment, purchase and install new booths and hardwood flooring	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 10,000.00	\$ -
38	Yoga Off Broadway	Create a shared community lobby and wellness co-working space; improvements to an exterior garden; purchase more equipment	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 2,000.00	\$ -
Total Combined Funding Requested:			\$ 435,079.56	\$ 31,000.00	\$ 466,079.56		
Total Combined Award Recommendations:						\$ 100,000.00	\$ 20,000.00



To: Mayor and Town Council  
From: Melissa Daruna, Assistant Town Manager  
Date: March 24, 2026

**Agenda Item:** Resolution 22, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Intergovernmental Agreement between the Town and Eagle River Fire Protection District to Provide Wildfire Mitigation, Chipping and Residential Inspection Services for 2026.

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**REQUEST:** Staff requests Town Council review and approve the IGA with Eagle River Fire Protection District to provide wildfire mitigation services in the Town of Eagle in 2026.

**BACKGROUND:** The Eagle River Fire Protection District works throughout Eagle County and with local municipalities on wildfire mitigation efforts, including chipping services, residential inspections and targeted fuels-reduction treatments. This valued service provides residents with key resources to reduce wildfire risk on their property and provides the Town with expert mitigation in high-priority landscapes.

**ANALYSIS:** The 2026 IGA requests \$30,000 partner contribution that will be used for continued participation in the Eagle County Chipping Program, which is then provided free of charge to residents, ongoing residential wildfire structure assessments, and approximately 50 acres of targeted fuel-reduction treatments.

**COMMUNITY INPUT:** None at this time.

**BUDGET / STAFF IMPACT:** The \$30,000 partner contribution was approved in the 2026 budget.

**STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:**

**RECOMMENDED ACTION OR PROPOSED MOTION:** Approve Resolution 22, Series 2026 "

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND EAGLE RIVER FIRE PROTECTION DISTRICT TO PROVIDE WILDFIRE MITIGATION, CHIPPING AND RESIDENTIAL INSPECTION SERVICES FOR 2026"

**ATTACHMENTS:**

1. Resolution 22, Series 2026 - Wildfire Mitigation IGA with ERFPD
2. Town of Eagle IGA
3. Town of Eagle

**TOWN OF EAGLE, COLORADO**  
**RESOLUTION NO. 22**  
**(Series of 2026)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND EAGLE RIVER FIRE PROTECTION DISTRICT TO PROVIDE WILDFIRE MITIGATION, CHIPPING AND RESIDENTAL INSPECTION SERVICES FOR 2026

WHEREAS, Eagle River Fire Protection District (“District”) is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S., to provide emergency medical services and fire protection services, including wildfire mitigation services, within the jurisdictional boundaries of the District; and

WHEREAS, the District is able to provide Wildfire Mitigation, Chipping and Residential Inspection services within the jurisdictional boundaries of the Town of Eagle; and

WHEREAS, the District has developed a project to conduct wildfire mitigation within the Town of Eagle during the year 2026 by reducing fuel materials within the region (“Project”); and

WHEREAS, the Project is intended to improve home and infrastructure protections and establish a tactical advantage for fighting wildfires in the region; and

WHEREAS, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to enter into the Intergovernmental Agreement with the Eagle River Fire Protection District to provide these services in 2026.

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

Section 1. The Intergovernmental Agreement between the Town of Eagle, Colorado and the Eagle River Fire Protection District for wildfire mitigation, chipping, and residential inspection services for 2026 is hereby approved in substantially the form attached hereto. The Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON March 24, 2026.

TOWN OF EAGLE, COLORADO

\_\_\_\_\_  
Bryan Woods, Mayor

ATTEST:

\_\_\_\_\_  
Camille Deering, Town Clerk

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is executed as of the last date signed below (the “Effective Date”), by EAGLE RIVER FIRE PROTECTION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and Town of Eagle, a Town of the State of Colorado (the “Partner”) (the District and the Partner being singularly referred to as a “Party” and jointly referred to as the “Parties”).

### **RECITALS**

**WHEREAS**, the District is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S., to provide emergency medical services and fire protection services, including wildfire mitigation services, within the jurisdictional boundaries of the District; and

**WHEREAS**, the Partner is organized and operated pursuant to the provisions of Town of Eagle, to provide Wildfire Mitigation, Chipping and Residential Inspection services within the jurisdictional boundaries of the Partner; and

**WHEREAS**, the District has developed a project to conduct wildfire mitigation within Town of Eagle during the year 2026 by reducing fuel materials within the region (“Project”); and

**WHEREAS**, the Project is intended to improve home and infrastructure protections and establish a tactical advantage for fighting wildfires in the region; and

**WHEREAS**, the Partner desires to participate in the Project; and

**WHEREAS**, the Project will serve a public purpose and will promote the health, safety, and general welfare of the inhabitants and visitors of Colorado.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth in this Agreement, the Parties agree as follows:

### **AGREEMENT**

1. Partner Contribution. Upon execution of this Agreement, the Partner shall pay to the District \$30,000.00 (“Contribution”) to support the Project. The Contribution is not refundable except that if, upon termination of this Agreement, any portion of the Contribution has not been expended, the balance shall be returned to the Partner.

2. Use of Contribution. The District shall use the Contribution for costs related to management of the Project within the area generally shown on Exhibit A (“Eligible Costs”). Eligible Costs shall include, but are not limited to equipment costs, contractor services, administrative hours and overhead, and personnel costs including salaries, benefits, and overtime.

3. Project. The District shall retain full control over the Project. The District shall manage and oversee the Project, including without limitation the hiring and supervision of contractors.

4. Term and Termination. This Agreement shall commence on the Effective Date and terminate on December 31, 2026.

5. Financial Reports. On or before October 31, 2026, the District shall provide the Partner with financial reports and a financial support summary describing the Contribution expenditures and Project status (together, the “Financial Reports”). Within thirty (30) days of termination of this Agreement, the District shall provide the Partner with the final Financial Reports.

6. Annual Appropriation. The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Partner and the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

7. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties pursuant to this Agreement shall be deemed a waiver of either party’s sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout the term of this Agreement.

8. Notices. All notices which are required or permitted under this Agreement shall be effective three (3) days after being mailed via registered or certified mail, postage prepaid and return receipt requested, or upon email receipt to the Parties at the address set forth in this Section. Either Party may change its address by giving notice of the new address to the other Party.

If to the District:

ATTN: Fire Chief Michael Woodworth  
Eagle River Fire Protection District  
P.O. Box 2942  
1050 Edwards Village Blvd  
Edwards, CO 81632  
mwoodworth@eagleriverfire.org

If to the Partner:

ATTN: Town Manager Mellisa Duruna  
200 Broadway  
Eagle Co 81631  
[ADDRESS CONT.]  
Melissa.Daruna@townofeagle.org

9. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

10. Remedies. Except as otherwise provided for in this Agreement, in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncured, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

11. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Eagle County.

12. Amendments. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

13. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

14. Waiver. The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

15. Entire Agreement. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.

16. Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the Sections they introduce, and shall have no bearing on the construction of the Sections they introduce.

17. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

18. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that they are duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

19. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

**DISTRICT:**

EAGLE RIVER FIRE PROTECTION DISTRICT, a quasi-municipal corporation, and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: Michael Woodworth  
Title: Fire Chief  
Date: \_\_\_\_\_

**PARTNER:**

[ENTITY NAME], [FORM OF ENTITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A

### **Map or Description of Project Area**

#### **2026 Funding Request**

To continue advancing wildfire preparedness and strengthening community protection, we respectfully request **\$30,000** in funding for 2026. This investment will directly support:

- Continued participation in the **Eagle County Chipping Program**
- Ongoing **Residential Wildfire Structure Assessments**
- **Approximately 50 acres of targeted fuels-reduction treatments** in high-priority areas

This funding will ensure sustained progress toward reducing wildfire risk, improving public safety, and building long-term resilience for the Town of Eagle.

## Town of Eagle 2025 End-of-Year Wildfire Mitigation Summary and 2026 Funding Request

### Overview

In 2025, the Town of Eagle continued its strong commitment to community wildfire resilience through a combination of residential assessments, fuels-reduction work, and participation in the Eagle County Chipping Program. These efforts support long-term risk reduction and strengthen the Town's alignment with Eagle County's broader wildfire mitigation strategies.

### 2025 Accomplishments

- **Wildland Structure Assessments:**  
A total of **199 residential wildland structure assessments** were completed within the Town of Eagle. These assessments provide homeowners with clear, actionable recommendations to reduce structure ignition potential and improve neighborhood-wide preparedness.
- **Eagle County Chipping Program:**  
The Town of Eagle received **four weeks of service** from the Eagle County Chipping Program. This service remains a highly effective tool for removing hazardous vegetation, reducing surface fuels, and supporting community engagement in mitigation efforts.
- **Fuels Reduction Work:**  
Approximately **26.8 acres of hand thinning** were completed across priority areas in and around the community. These treatments help reduce ladder fuels, improve defensible space, and create meaningful breaks in the continuity of hazardous fuels.

### 2026 Funding Request

To continue advancing wildfire preparedness and strengthening community protection, we respectfully request **\$30,000** in funding for 2026. This investment will directly support:

- Continued participation in the **Eagle County Chipping Program**
- Ongoing **Residential Wildfire Structure Assessments**
- **Approximately 50 acres of targeted fuels-reduction treatments** in high-priority areas

This funding will ensure sustained progress toward reducing wildfire risk, improving public safety, and building long-term resilience for the Town of Eagle.

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#### Submitted by:

**Tim Swaner**

Fire Operations Specialist

Eagle River Fire / Eagle Valley Wildland



**To:** Mayor Woods and Town Council  
**From:** Nikki Davis, Economic Development & Housing Specialist  
**Date:** March 24, 2026  
**Agenda Item:** Resolution 23, Series 2026 “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Town of Eagle Employee Housing Guidelines Dated March 24, 2026”

---

**REQUEST:** The request is for Town Council to review and consider approving the administrative amendments made to the Town of Eagle Employee Housing Guidelines (the “Guidelines”).

**BACKGROUND:** In January 2025, Town Council approved the Employee Housing Guidelines and Lease Template via [Resolution 01, Series 2025](#). These documents established the framework for administering the Town’s employee housing program.

The Town currently owns and manages three employee housing units; all located in Eagle. During the course of implementation, staff have identified opportunities to improve clarity, consistency, and overall program administration. The proposed updates reflect lessons learned during the program’s first year and are intended to better align the Guidelines with the Town’s current inventory, available resources, and operational needs.

**ANALYSIS:** The proposed updates are administrative in nature and do not represent a change in the Town’s overall commitment to its employee housing program. Rather, the revisions refine how the program is administered at its current scale. Key updates include:

- 1. Clarification of Program Intent.** The Purpose statement has been updated to clarify that the program is currently structured as *transitional housing*, serving as a short-term option for new employees or those experiencing a change in housing circumstances. This aligns expectations with the Town’s limited inventory and resources.
- 2. Equity-Based Rental Rate Structure.** The Guidelines transition from a fixed, per-bedroom pricing model to a more equity-based approach that better aligns rental rates with employee wages.
  - Introduces a Standard Rate and a Subsidized Rate.
  - Subsidized Rates are available to employees with an annual gross income between 80% and 90% of [Eagle County Area Median Income \(AMI\)](#).
  - AMI thresholds will be reviewed annually.
- 3. Taxable Benefit Transparency.** A new section clarifies that discounted rent may be considered a taxable benefit under IRS regulation. The language explains how the difference between market rent and discounted rent is treated as income and reflected on employee pay stubs, improving transparency for program participants.

4. **Refined Occupancy Standards.** Occupancy language has been updated to better reflect how units are intended to be used. The Town will not assign roommates, though employees may choose to do so at their own discretion. This replaces the prior emphasis on maximizing bedroom occupancy and instead prioritizes employee flexibility and administrative simplicity.
5. **Updated Tenant Selection Criteria.** The selection criteria has been refined to include *Essential Employees* as a defined priority category, supporting the Town’s ability to prioritize employees in critical or on-call roles.
6. **Lease Structure and Duration.** The Guidelines have been updated to reinforce the program’s transitional nature by:
  - Reducing the maximum occupancy period from up to three years to approximately two years.
  - Establishing a more flexible framework based on lease terms, renewals, and reapplication.
7. **Enforcement.** A new section has been added to clarify compliance expectations and the Town’s authority to verify adherence to lease terms and program requirements.

**COMMUNITY INPUT:** Not applicable.

**BUDGET / STAFF IMPACT:** The updated Guidelines do not create a direct budget impact. However, the transition to an equity-based rental rate structure more intentionally aligns subsidy levels with employee wages and available program resources. Staff will continue to monitor program performance, including rental revenue, subsidy levels, and administrative capacity, and will adjust as needed through future updates.

**STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:** The Employee Housing Program supports the following Strategic Plan objectives:

- Strengthen Town Organization and Culture
  - Support recruitment and retention of a high-quality workforce
  - Improve employee stability and quality of life
- Housing and Workforce Stability
  - Provide attainable housing options for local employees
  - Align housing resources with workforce needs

**RECOMMENDED ACTION OR PROPOSED MOTION:** A motion to **approve** Resolution 23, Series 2026, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Town of Eagle Employee Housing Guidelines Dated March 24, 2026”.

**ATTACHMENTS:**

1. Resolution 23, Series 2026
2. Exhibit A: Employee Housing Guidelines – March 2026

**TOWN OF EAGLE, COLORADO**  
**RESOLUTION NO. 23**  
**(Series of 2026)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO  
APPROVING THE FIRST AMENDMENT TO THE TOWN OF EAGLE EMPLOYEE  
HOUSING GUIDELINES DATED MARCH 24, 2026

WHEREAS, the Town Council first approved and established the Town of Eagle Employee Housing Guidelines and Lease Template pursuant to Resolution No. 01, Series of 2025; and

WHEREAS, the Employee Housing Guidelines establish a framework for administering the Town’s employee housing units in support of workforce housing needs; and

WHEREAS, the proposed amendments to the Employee Housing Guidelines are administrative in nature and are intended to better align the Guidelines with the Town’s current housing inventory, available resources, and operational needs; and

WHEREAS, the Town Council finds that it is in the best interest of the public health, safety, and welfare to approve the first amendment to the Employee Housing Guidelines dated March 24, 2026.

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 amended Town of Eagle Employee Housing Guidelines attached hereto as **Exhibit A**.

INTRODUCED, READ, PASSED AND ADOPTED ON MARCH 24, 2026.

TOWN OF EAGLE, COLORADO

\_\_\_\_\_  
Bryan Woods, Mayor

ATTEST:

\_\_\_\_\_  
Camille Deering, Town Clerk



# Town of Eagle Employee Housing Guidelines

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Original Document Published January 2025  
First Amendment dated March 24, 2026

## DEFINITIONS

**Annual Gross Income:** The total amount of income earned in one year from all sources before taxes.

**Area Median Income (“AMI”):** The estimates of median household income compiled and released annually by the United States Department of Housing and Urban Development.

**Department Lead:** Individuals who lead a Department of the Town.

**Employee, full-time:** An individual working 30 or more hours per week.

**Employee, part-time:** An individual working between 20-29 hours per week.

**Employee, seasonal:** An individual that is hired for a specific period during the year to meet the Town's temporary needs.

**Department:** Town Manager, Assistant Town Manager, Public Safety, Finance, Community Development, Human Resources, Public Works, Town Clerk.

**Essential Employees:** Employees whose employment requires one to be on-call and respond during non-traditional working hours (Monday-Friday; 8am-5pm), including but not limited to Public Works and Public Safety.

**Principal Place of Residence:** The home or place in which one's habitation is fixed, and to which one intends to return after a departure or absence from that place. In determining a Principal Place of Residence, the Town shall consider the criteria outlined in C.R.S. § 31-10-201(3), as amended.

**Program Administrator:** The administrator of the Town of Eagle Employee Housing Program.

## SECTION 1: INTRODUCTION

**Purpose.** The purpose of the Town of Eagle (the “Town”) Employee Housing Guidelines (the “Guidelines”) is to provide a transparent and equitable framework for the administration of Town-owned or leased employee housing units. At its current scale and funding level, the Town’s Employee Housing Program (the “Program”) is structured to provide transitional housing – serving as a short-term option for employees who are new to the Town or for existing employees who may require temporary housing support due to changing circumstances. The Program is intended to support the recruitment and retention of a talented workforce, enhance economic stability, and foster a strong sense of community by offering attainable housing solutions that promote employee stability during periods of transition. Proper administration of the units also protects the Town's investment in its housing portfolio and ensures consistent, fair access across the organization.

The Town does not discriminate based on disability, veteran or military status, race, creed, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, familial status, ancestry, or national origin in admission or access to or treatment in its federal or state-assisted programs and activities. The Town adheres to all applicable Equal Housing Opportunity requirements and fair housing practices and supports a housing program in which there are no barriers to obtaining housing

based on protected class status.

**Administration.** The Town owns or leases several local workforce housing units to support employee recruitment and retention. These properties are available for rent to eligible employees who meet the program requirements and comply with the guidelines and restrictions outlined herein.

The Town reserves the right to lease the properties under terms and conditions deemed necessary or advisable by the Town Manager. These Guidelines do not create any property interest or legally enforceable right for any individual to rent or occupy the units.

## SECTION 2: ELIGIBILITY, OCCUPANCY, APPLICATION, SELECTION

**Eligible Employee.** Any employee is eligible to apply for available units. Full-time employees shall have priority over part-time and seasonal employees.

**Occupancy.** Employee housing units must be occupied by the employee as their principal place of residence. Short-term rental of units or bedrooms (including Airbnb, VRBO, HomeAway, or similar platforms) is prohibited.

**One Bedroom Units.** These units are intended for single or double occupancy, which may include the employee's spouse, domestic partner, or dependent(s), and are not subject to roommate arrangements.

**Multi-Bedroom Units.** Employees who lease a multi-bedroom unit are responsible for the full monthly rental rate of that unit. The Town will not require an employee to share a multi-bedroom unit with other staff members unless such arrangement is voluntarily requested by the Tenant and approved in advance by the Program Administrator. The Town reserves the right to approve or deny additional occupants in employee housing units to ensure compliance with occupancy limits and these Guidelines. In such cases:

- i. The employee remains fully responsible for all rent payments and is responsible for coordinating rent collection, if applicable;
- ii. All communication related to the lease shall be directed to the employee;
- iii. The employee is responsible reporting damages and ensuring compliance with the lease; and
- iv. Any roommate-related issues or disputes are the responsibility of the employee and not the Town.

**Application.** Housing will be allocated through an application process to ensure fairness while balancing the Town's and its employees' needs. Interested employees must submit an Employee Housing Request Form. This form requests housing based on the employee's needs; it is not a mechanism to request specific units. The form can be submitted to the Program Administrator at any time.

**Selection.** Applicants will be contacted based on the Tenant Selection Priority Criteria as described below. Selected employees will have 5 days to respond and sign a lease for the unit. Employees who cannot take the unit will remain on a waiting list. The Program Administrator may conduct a randomized drawing if any applications are tied. Each applicant may witness the drawing.

**Tenant Selection Priority Criteria.** The following criteria will be used to select an employee as a Tenant:

- i. First Priority: An individual who is a full-time Department Lead.
- ii. Second Priority: An individual who is a full-time Essential Employee.
- iii. Third Priority: An individual who is a full-time Town employee.
- iv. Fourth Priority: An individual who is a part-time Town employee.
- v. Fifth Priority: An individual who is a seasonal Town employee.

**Termination of Employment.** Employees must maintain their employment with the Town through the term of the lease. Termination of employment shall constitute grounds for lease termination, as further specified in the Lease Agreement.

### SECTION 3: RENTAL RATE STANDARDS

**Rental Rate.** Rental rates for employee housing units are established by the Town and reviewed annually to ensure consistency, fairness, and long-term program sustainability. As part of ongoing administrative improvements, the Town has designed the Program to be equity-based by better aligning monthly rental rates with employees' wages, recognizing the limited subsidy resources available. To support this goal, the Town may offer either a Standard Rate or a Subsidized Rate as described below.

- i. Standard Rate: Discounted from market rental rates.
- ii. Subsidized Rate: Available for employees with an annual gross income between 80% and 90% of the Eagle County Area Median Income (AMI).

Eligibility for a Subsidized Rate will be verified by the Program Administrator. Income determinations do not factor in insurance, retirement contributions, or other employer-provided benefits. The Program's AMI thresholds are subject to change and will be reviewed annually against Eagle County's AMI data.

**Taxable Benefit.** Per IRS Publication 5137 discounted rent provided through an employer housing program may be considered a taxable benefit. The IRS treats the difference between the market rental value of the unit and the rent paid by the employee as additional taxable income. The taxable benefit will be reflected on the employee's pay stub as an in/out adjustment so the Town can properly report the benefit to the IRS while still collecting rent through payroll deduction. Because the taxable benefit increases as the rent discount increases, the tax liability may also increase as the level of subsidy grows. Depending on an employee's tax withholding or exemptions, this may affect the amount of taxes deducted from their paycheck. Discounted rent is considered a benefit to the employee; therefore, any tax obligation associated with that benefit is the responsibility of the employee. Employees are encouraged to consult a tax professional regarding how this benefit may affect their individual tax situation.

Example: If the market rent for a one-bedroom, one-bath unit is \$2,800 per month and the Town charges \$1,800 per month, the \$1,000 difference is treated as taxable earnings for that month.

**Rent Payments.** Rent payments are collected via payroll deduction and are split evenly between the first and second pay periods of each month. In the event of termination, all outstanding employee housing fees shall be deducted from the employee's final paycheck.

**Amenities.** Amenities vary depending on the location and type of property. Additional amenities

such as garages, parking, and storage that may not be included in the rental rate are the Tenant's responsibility.

## **SECTION 4: TENANT RESPONSIBILITIES**

**Lease.** The Employee Housing Lease Agreement is a legally binding document that further defines the responsibilities of the Tenant and the Town and shall contain the following:

- I. Employee housing leases shall have a minimum term of 30 days. Renewal terms are subject to unit availability, continued eligibility and compliance with these Guidelines, and the terms of the Lease Agreement. Leases may be renewed once for up to an additional year, for a maximum total occupancy of approximately two years.
- II. Existing Tenants can reapply at the end of their Lease Agreement at least 30 days before the lease expires.
- III. If a Tenant's employment is terminated or the Tenant resigns from Town employment while the lease is in effect, they will be given a notice specifying the date they must vacate the unit.

### **Premises.**

- I. Tenants are responsible for maintaining the unit in good condition subject to additional obligations outlined in the Employee Housing Lease Agreement.
- II. Employee housing units may include furnishings in addition to appliances customarily associated with rental housing (washer, dryer, refrigerator, microwave, dishwasher, and range). Tenants are not permitted to remove existing furniture or appliances. The Town is not responsible for storing personal items.
- III. Each Tenant must coordinate with the Program Administrator on the move-in date and complete the inspection.
- IV. Employee housing units are subject to bi-annual inspections by the Town to ensure the units are maintained in accordance with the lease agreement. The inspections will be scheduled with the Tenants in advance.
- V. Tenants must coordinate with the Program Administrator on the move-out date and complete the inspection. Before releasing the security deposit, Buildings & Grounds will inspect the unit to ensure it is in good condition.

**Insurance.** The Town is not responsible for personal property of the Tenant. Tenants are required to maintain a renter's insurance policy during the term of any lease.

**Conflict Resolution.** Tenants are encouraged to address issues with roommates promptly. At move-in, roommates should discuss joint living agreements related to shared spaces, cleaning, sleeping times, and food.

**Pet Policy.** Pets may be allowed in certain units and will be addressed in the leases for such units. In other units, pets are only allowed as expressly permitted by the Americans with Disabilities Act.

## SECTION 5: SERVICE, REPAIRS, MALFUNCTIONS

All notices and requests for repairs, installations, services, or security-related matters must be submitted in writing to the Town of Eagle Buildings & Grounds Department. Tenants shall promptly report maintenance requests. The Town will act with customary diligence to make repairs and reconnections. After receiving the request, the Town shall have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities.

## SECTION 6: ENFORCEMENT

All occupants of Town owned or leased units must comply with the requirements of the applicable Lease Agreement. Enforcement procedures may be initiated by the Town as part of any investigation or complaint. The Town maintains the authority to request information from Tenants to verify compliance with the applicable Lease Agreement. Tenants shall respond to compliance inquiries in a timely manner.



To: Mayor and Town Council  
From: Melissa Daruna, Interim Town Manager  
Date: March 24, 2026  
Re: Town Manager Report

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### **Administration and Organization Updates**

Staff across all departments are gearing up for spring work. Event planning and processing is in full swing, it is audit season for Finance, followed rather quickly by budget season kick-off in early summer, IT will be focusing more on Broadband installs, and of course our incredible Public Works team is getting ready for summer park and street maintenance, building upkeep, and major capital improvements such as at Capitol Street.

We conducted interviews for the Community Development Director and are nearing the end of the search process. I will provide more details when they are available for public release. We are also working on Building Official interviews over the next week.

### **Water Restriction Planning**

The Public Works team has been carefully tracking the record low snowpack situation and planning for initial water restrictions as we head into the irrigation season. The Town will be in [Stage 2 restrictions](#) beginning in April. This is the same level of restriction where we ended the season last year. Staff are constantly monitoring the flows in the Brush Creek to determine if or when restrictions need to be adjusted. Staff are also working on regular communication with residents and the public about the restrictions, where to find the most up-to-date information, and ways to reduce water consumption. Look for more details in the April Eagle Today.

### **Strategic Planning**

Now that we've officially kicked off our strategic planning process with GPS, we are preparing for the next phase which is stakeholder group engagement. We have two staff meetings scheduled in the coming weeks and will finalize the schedule for our advisory committee focus group in the next few days. GPS is also continuing to work in the background to synthesize the data gathered in interviews to help guide the discussion at the retreat in April.

### **Legislative Updates**

WUI Code Adoption - The Colorado Municipal League has worked with legislators to introduce [HB26-1334 – Modify Standards of Wildfire Resiliency Code Board](#). In addition to requiring the board to establish some additional processes for code adoption and impacts, it would also extend the deadline for local government code adoption to April 1, 2027.

While the bill is good to see, it is far from a guaranteed deadline extension. Staff still recommends moving forward on discussions, public hearings and code adoption when Council is ready or until we have something more definitive from the legislature. CML anticipates potential opposition from the fire chiefs and fire commission lobby as well as the Department of Public Safety, which may impact the position from the Governor's office.

We're told the bill will be heard by the House Transportation, Housing and Local Government Committee on Tuesday 3/31 upon adjournment. CML is requesting local government support and testimony. Testimony can be provided remotely, or in writing. Please let me know if we would like to engage and/or have staff or a Council member testify.

## **Special Projects**

### **River Park Maintenance & Amenities**

Staff are working with Dynamic Program Management and Calibre (formerly S20 Design and Engineering) to install the rapid blocks and conduct some sediment removal maintenance at the park this spring. This work was budgeted in the Sales Tax Capital Improvement Fund for 2026.

Staff are also working with a vendor to provide tube rentals at the River Park this summer. This is the same vendor who provides tube rentals in Gore Creek in Vail. Staff are working with the vendor on permitting and ensuring the County is supportive as well.

Finally, the Eagle River Park Coalition has been coordinating with community members to host a community engagement event at Moe's BBQ on Wednesday, March 25<sup>th</sup> at 6 p.m. The purpose of the event is to gather input from diverse river users on the functionality of the River Park and potential future updates or improvements that the Coalition may bring to the Town for consideration.

## **Community Partner Updates**

The Town, through various staff and departments, maintains strong relationships with community partners in the government, nonprofit and private sector. When we have important updates on those relationships or the work our partners are doing, I will provide it here.

### **Mountain Recreation & Eagle County Partnership Opportunities**

Mountain Rec and Eagle County continue to discuss the opportunity for another year of the Rodeo Rink at the fairgrounds. Mountain Rec has indicated that their board is supportive of operating the rink for one year as they complete their feasibility study for having a second sheet of ice in the community long-term. Eagle County has estimates on required updates to the Rodeo Rink structure to meet code and allow it to be open for another year. It is unclear if any of the partners have the funding necessary for those updates at this time. The Town is working on collecting data from our Placer.ai subscription on the economic impact of the rink. Staff recommend the Council start to consider whether additional funding to support another year of the rink feels valuable for the community. We anticipate a future agenda discussion where we can present the data and financial outlook.

In addition to the Rodeo Rink, we have been discussing partnering on pickleball courts adjacent to Town Park. The County will likely be looking for financial partnership to construct the courts. Staff will schedule a future agenda item to discuss the proposed designs and cost estimates. While the Town does not currently have funds identified for either of these projects, we can discuss the priorities within the CIP and make adjustments if Council desires.

Please let me know if there are other partners or projects you would like to hear about.

## **Active Land Use Applications - [Active Land Use Applications | Town of Eagle, CO - Official Website](#)**

## **WORK SESSIONS**

To help the Town Council stay informed about upcoming work sessions, the following table outlines topics to be discussed over the next several months. Preparing in advance is helpful, as it allows for effective planning and execution of a work session. Staff will maintain this table in the report and make any necessary adjustments. The topics are subject to change:

### **WORK SESSIONS in 2026:**

<b>Date</b>	<b>Topic</b>
<i>January 6</i>	<i>WUI Code Updates</i>
<i>February 3, 2026</i>	<i>Town of Eagle Organization &amp; Operations</i>
<i>March 3, 2026</i>	<i>Advisory Committees</i>
<i>April 7, 2026 (Joint with P&amp;Z)</i>	<i>Development Review Process</i>

May 5, 2026	Long-Range Planning Priorities
June 2, 2026	TBD
July 7, 2026	TBD
August 4, 2026	TBD
September 1, 2026	TBD
September 15, 2026 (3:30 – 5:30 p.m.)	2027 Budget
September 29, 2026 (3:30 – 5:30 p.m.)	2027 Budget
October 6, 2026	TBD
November 3, 2026	TBD
December 1, 2026	TBD

*Mail to:*

**Glenwood Springs**  
201 14<sup>th</sup> Street  
Suite 200  
Glenwood Springs, CO 81602

**Aspen**  
0133 Prospector Road  
Suite 4102-J  
Aspen, CO 81611

**Basalt**  
200 Basalt Center  
Suite 200  
Basalt, CO 81621

**Ridgway**  
565 Sherman Street  
Suite 6  
Ridgway, CO 81432

DATE: March 20, 2026  
TO: Town of Eagle Mayor and Council  
FROM: Karp Neu Hanlon, P.C.  
RE: Town Manager Selection – Naming Finalists

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At the February 17, 2026 meeting the Council decided to post the vacant Town Manager position internally with an application deadline of March 13, 2026. The Town received one application for the Town Manager vacancy, from interim Town Manager Melissa Daruna.

Pursuant to C.R.S. Sec. 24-6-403(3.5) the Town Council, acting as Search Committee, must now publicly name finalists for the position of Chief Executive. No offer of employment or appointment may occur until 14 days after the finalist is named.

Council can further direct staff to set up a public interview or other process for making final selection.

## Letter of Recommendation

Larry Pardee Eagle, Colorado. March 13, 2026

Mayor Bryan Woods Eagle Town Council,  
Town of Eagle 200 Broadway Eagle, CO 81631.

Dear Mayor Woods and Members of the Eagle Town Council,

I am writing to express my strong and unequivocal support for Melissa Daruna to be selected as the next Town Manager for the Town of Eagle. Having observed her leadership, professionalism, and commitment to our community during her tenure as Assistant Town Manager and now as Acting Town Manager, I believe she is uniquely qualified to guide Eagle with the stability, foresight, and organizational strength this moment requires.

Melissa has demonstrated exceptional leadership during a period of growth and transition for our town. She brings a steady, grounded presence that reassures staff, partners, and residents alike. Her ability to maintain continuity while thoughtfully advancing new initiatives is a rare combination—and one that is essential for a community experiencing the kind of growth and opportunity Eagle now faces.

Her approach to growth management is particularly noteworthy. Melissa understands that Eagle's future depends on balancing responsible development with the preservation of our community character, natural assets, and small-town identity. She consistently evaluates decisions through the lens of long-term sustainability, fiscal responsibility, and community values. This strategic mindset ensures that progress never comes at the expense of what makes Eagle special.

Equally important is the organizational culture Melissa has helped create and cultivate. She leads with respect, transparency, and collaboration—qualities that have strengthened internal operations and improved communication across departments. Staff respond to her leadership because she empowers them, listens to them, and sets clear expectations rooted in professionalism and shared purpose. A healthy internal culture is the backbone of effective local government, and Melissa has proven she can nurture and sustain it.

Melissa's leadership style is inclusive and thoughtful. She engages stakeholders with sincerity, seeks out diverse perspectives, and makes decisions grounded in data, community priorities, and practical experience. She has earned the trust of staff, community partners, and residents through her integrity and her unwavering commitment to public service.

At a time when stability and continuity are vital, Melissa has already shown she can lead effectively in the role. She brings not only the technical expertise required of a Town Manager, but also the emotional intelligence, strategic vision, and deep understanding of Eagle that will serve our community well into the future.

For these reasons, I strongly encourage the Town Council to appoint Melissa Daruna as Eagle's next Town Manager. I am confident she will continue to serve our community with distinction and will provide the steady, capable leadership Eagle deserves.

Thank you for your consideration and for your service to our town.

*Larry Pardee*

# MELISSA DARUNA

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## Executive Director

*Versatile, creative, collaborative leader  
providing strategic organizational management and partnership development.*

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## PROFESSIONAL EXPERIENCE

### *TOWN OF EAGLE*

#### **Assistant Town Manager • 2023 – Present**

- Championing a collaborative organizational culture shift and coordinating leadership training across all departments.
- Providing direct supervision and support of seven departments that are leading progress in the community: sustainability, housing, economic development, information technology, events, communications and marketing.
- Efficiently managing large community projects including coordinating with partners, contractors and budgets.
- Supporting the Town Manager and Town Council with policy initiatives and facilitate strategic planning.

### *KEEP IT COLORADO*

#### **Executive Director • 2019 – 2023**

- Effectively and collaboratively led a statewide, nonprofit coalition of 300+ members comprised of conservation professionals, land trusts, public agencies, and stewardship organizations.
- Provided long-range vision and strategy to the organization, staff team, board members and funders that enabled and supported an increased pace and scale of land conservation across the state.
- Effectively fostered strong partnerships at the local, state, and national level including partnerships with multiple city and county governments, state and federal legislators, Great Outdoors Colorado, the Governor's office, CO Department of Natural Resources, Colorado Parks and Wildlife, and the Colorado Outdoor Recreation Industry Office.
- Facilitated and coordinated state and federal policy initiatives that protect and enhance incentives for conservation and strengthen protections for landowners, land trusts and public agency partners.
- Managed funder and donor relations resulting in \$4.4M in grant support for the coalition and regrants for conservation projects and statewide conservation planning.
- Led the creation of the state's first state-wide conservation roadmap for private lands.

### *KEN-CARYL RANCH METROPOLITAN DISTRICT*      *2010 - 2019*

#### **District Manager / Executive Director • 2016 – 2019**

- Provided exceptional professional management of a special district local government. Managed the District's affairs including staff leadership, budget development, policy drafting and implementation, strategic planning, and robust community engagement.
- Fostered a dynamic, supportive work environment that encouraged exceptional community service, fun, creativity, and a healthy work-life balance for 200 full and part-time staff.
- Ensured the highest quality of park and open space management and recreation programming for the community, driven by community input and need.
- Maintained strong working relationships with neighboring and partner agencies such as Jefferson County Open Space and Foothills Park and Recreation District.

- Coordinated the District's final implementation of \$8M capital improvement bond initiative.
- Lead business plan development and long-range goal setting with the District's Board of Directors, staff and community stakeholders.
- Facilitated negotiations resulting in a \$3.1M settlement that was reinvested in community amenities.

## **Recreation Director • 2015 – 2016**

- Supervised the development and implementation of the community's recreation programming.
- Lead department personnel including 8 full-time and 75 part-time and seasonal staff through a culture shift creating more collaboration on programming and community projects.
- Developed and managed the overall department budget. Assisted staff in managing individual program budgets.
- Managed ADA compliance for Master Association and Metropolitan District.

## **Recreation Supervisor • 2013 – 2015**

- Supervised department staff and supported planning and implementation of dynamic youth, environmental education and aquatic programs that met a changing community's needs.
- Effectively shifted the culture of the youth programs to a cohesive unit that provides comprehensive service to the community.
- Coordinated and implemented the District's special events throughout the year. Developed relationships with community resources and local businesses to acquire sponsorships for events.
- Mentored environmental education staff transitioning to a new programming structure and eliminated inefficiencies, bringing the program from an annual deficit to an annual profit in one year.

## **Youth Services Specialist • 2010 - 2013**

- Supervised team of 20-30 youth program staff.
- Planned, implemented and directed multiple youth programs simultaneously, including outdoor recreation and adventure recreation programs and trips.
- Maintained relationships with participant families and local community resources.
- Collaborated with other department staff on special events, programs, and expanding District services.

## *COLORADO PARKS AND RECREATION ASSOCIATION*

### **Legislative Liaison & Partnership Coordinator • 2011 – 2016**

- Drafted and maintained a policy platform for the Association that united members from a variety of agencies and backgrounds.
- Served as the Association's lobbyist at the state and federal level.
- Monitored legislation and policy initiatives and kept CPRA membership informed and educated.
- Partnership development and support for the Get Outdoors Colorado project, website, social media.

## *WAUKEGAN PARKS AND RECREATION DEPARTMENT*

### **Recreation Specialist • 2005 – 2006**

- Planned and implemented early childhood programs for the City of Waukegan's Recreation Department including licensed preschool, enrichment programs, and early sports programs.
- Planned and coordinated special events for the community throughout the year.
- Maintained program area budgets, supervised program staff and coordinated with other recreation staff for programs, events and trainings.

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**VOLUNTEER SERVICE**

*EAGLE VALLEY LAND TRUST*

**Board Member • 2023 – Present**

- Assist with project development strategy
- Member of the Governance, HR and Community Engagement Committees
- Assist with donor outreach and community engagement events

*COLORADO PARKS AND RECREATION ASSOCIATION*

**Legislative Committee Coordinator • 2016 – 2019**

- Coordinate advocacy and legislative efforts for the reauthorization of the Colorado Lottery Division.
- Educate the CPRA membership on local, state and federal legislative impacts.
- Collaborate with committee members on grassroots advocacy and policy development in local governments.

*NATIONAL GET OUTDOORS DAY COLORADO*

**Steering Committee / Event Partner • 2013 – 2015; 2018**

- Steering committee partner for the largest National Get Outdoors Day event in the country.
- Served as volunteer coordinator, vendor coordinator, and outreach team member.
- Navigated partnerships with federal, state and local agencies, nonprofit and for-profit industry leaders.

*COLORADO OUTDOOR RECREATION RESOURCE PARTNERSHIP*

**Co-Chair and Member • 2011 - 2018**

- Coordinated education sessions and networking events for 50+ partner organizations and agencies.
- Collaborated on creative solutions to industry challenges with state, federal and local agencies, local and national nonprofits, and for-profit outdoor recreation industry leaders.

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**EDUCATION**

*THE JOHN MARSHALL LAW SCHOOL (NOW UNIVERSITY OF ILLINOIS CHICAGO LAW SCHOOL) - CHICAGO, ILLINOIS*

**J.D. • May 2009**

Activities / Awards:

President, Environmental Law Society, 2008-2009 • National Honors Moot Court Competitor, 2008-2009  
CALI Awards: Family Law, Spring 2009; Entertainment Law, Summer 2008

*WESTERN ILLINOIS UNIVERSITY - MACOMB, ILLINOIS*

**Bachelor of Science in Recreation, Park and Tourism Administration • December 2005**

Honors / Activities:

Honors Scholar: RPTA and Pre-Law • Illinois Centennial Honors College, Graduate  
Service Chair, Student Honors Association

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**LICENSES AND ASSOCIATIONS**

Colorado State Bar Admission • October 2009

Certified Park and Recreation Professional • 2013 - 2019

Colorado Park and Recreation Association, Legislative Committee Member • 2010 - 2019

National Recreation and Park Association, Member • 2010 - 2019

Colorado Outdoor Recreation Resource Partnership (CORRP), Member & Co-Chair • 2011 - 2018

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# MELISSA DARUNA

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March 10, 2026

Town Council and Mayor  
Town of Eagle

Dear Mr. Mayor and Town Council Members

I am honored to be considered for the Town Manager position at the Town of Eagle. With over 17 years of experience in the public and nonprofit sectors, I bring a deep commitment to community service, organizational excellence and collaborative leadership. My professional journey has been rooted in empowering teams, advancing creative policies that support progress, and fostering partnerships that drive meaningful impact in local communities.

Over the last three years at the Town of Eagle, I have supported new and innovative positions and cross-functional departments including: events, communications, marketing, economic development, housing, sustainability and information technology. By empowering our staff and thinking critically about our opportunities, we have created programs and services from scratch that meet the needs of our community and the goals of the 2020 Strategic Plan. Additionally, I have served as a special project manager for the Town overseeing the rebuild of the Eagle pool, the planning of the Eagle Skate Park, the design of upcoming Nogal Park renovation and the rebuild of the Brush Creek Playground. I have advised the Council on policy measures, presented complex issues to the Council and the public, and implemented a multitude of community engagement initiatives. I have served as the Acting Town Manager and now Interim Town Manager, ensuring smooth and consistent day-to-day operations and services to the community.

As Executive Director of Keep It Colorado, I led a statewide coalition of over 300 conservation members, secured \$4.4 million in grant support and spearheaded Colorado's first statewide conservation roadmap for private lands. My ability to turn vision into strategy and action has been a cornerstone of my leadership. I take pride in doing this through the lens of community need and with a strong focus on collaboration and partnership.

After finishing law school I quickly realized my desire for purpose-driven work that served communities and families. I began at Ken-Caryl Ranch Metropolitan District in an entry level role and left after just over 9 years as their District Manager. I was grateful for an opportunity to grow and focus on community service and local government while still harnessing legal education. I was able to work on local and state policy, negotiate partnerships, and strategically implement the level of service the community desired.

When my family was evaluating moving to the valley in 2022, Eagle immediately felt like the right fit because it is a strong, close-knit community. I am proud to work for the Town and eager to continue serving in a new capacity where I can play a greater role in its future. I recognize the exciting opportunities in front of us and understand the hard work that goes into making those opportunities a reality. I genuinely enjoy working with a community and elected officials to solve problems and develop common-sense policy that enhances our quality of life. I look forward to the next chapter in Eagle's rich history and hope to provide progressive leadership to you, the staff and the community.

Thank you for your consideration,

Melissa Daruna



To: Mayor and Town Council

From: Eddie Wilson CBO, Code Consultant, Building Department

Date: March 24, 2026

Agenda Item: PUBLIC HEARING: First Reading Ordinance 06, Series 2026, An Ordinance of the Town Council of the Town of Eagle, Colorado Adopting by Reference a Wildland Urban Interface Code

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## **REQUEST**

Amending the 2021 International Building Code (IBC) by adding a new chapter that establishes enhanced standards for buildings and structures located within the Wildland Urban Interface area (WUI).

## **BACKGROUND**

In 2023, the Colorado Legislature passed SB23-166, directing the development of statewide wildfire-resilience standards. The Colorado Wildfire Resilience Code (also referred to as the State Resilience Code, or SRC) was released in July 2025—later than expected—leaving jurisdictions a shortened timeline to analyze the code and prepare local amendments. Under State requirements, communities must adopt standards equal to or more restrictive than the SRC by April 1, 2026 and have them in effect by July 2026, with the State publishing a compliance list also in July 2026.

The SRC establishes minimum statewide requirements for ignition-resistant construction and wildfire-resilient site design. However, one of its primary limitations is the State’s hazard map, which leaves many “urban areas”—including Eagle’s Town Center—unclassified. This is a significant gap, given that more than 90% of structure ignitions in wildfires occur from embers or firebrands, which can travel long distances under the right wind conditions. As a result, the SRC’s geographic applicability does not fully reflect the risks faced by built environments like Eagle’s.

Since early 2024, the Town has worked closely with the Eagle County Wildfire Collaborative, peer jurisdictions, Headwaters Economics, and State code experts to develop an approach tailored to Eagle’s conditions. While staff is not recommending adoption of the SRC verbatim, the Town’s proposed amendments to both the Building Code and the Land Use and Development Code are based on well-established, science-supported strategies: ignition-resistant building materials, defensible space, and wildfire-resilient landscaping. Research consistently shows that combining these elements is the most effective way to incrementally improve community-wide safety.

It is also important to consider that wildfire can severely degrade water quality by sending ash, sediment, nutrients, and debris into streams and intakes, often overwhelming treatment systems and significantly increasing treatment costs. These post-fire runoff events can persist for years, reducing clarity, clogging filters, and requiring substantially higher chemical use and operational effort to maintain safe drinking water as documented in the Town’s existing [Source Water Protection Plan](#).

Staff recognizes that these changes represent a shift, and that change can be challenging. But as the community faces ongoing drought and potentially difficult wildfire conditions this summer, Eagle currently lacks several foundational safety measures common in wildfire-prone areas. The proposed amendments offer a practical, phased approach that increases protection for residents, businesses, and first responders. This effort reflects a shared commitment to resilience: we are all in this together, and these updates help ensure Eagle is better prepared for the risks ahead.

## **ANALYSIS**

### **Code Selection**

There are two options available for Council to consider when selecting a new wildfire mitigation code. These are hereafter referred to as State Resilience Code (SRC), and 7A, which is derived from California Building Code Chapter 7A. Both codes are very similar in formatting and substance as both include provisions found in the ICC Wildland-Urban Interface Code (I-WUI). A brief summary of each code is provided hereafter and identifies key components of each one. There are more similarities than differences between the two as related to applicability, exceptions, and methods and materials.

### **State Resiliency Code (SRC)**

The scoping of the SRC applies to the exterior construction and design of new buildings and structures as well as significant renovations within the wildland-urban interface area. Exceptions to this broad application are:

- Interior alterations of an existing structure
- Buildings of an accessory character classified as Group U occupancy (including agricultural buildings) of any size located at least 50 feet from a structure containing occupiable or habitable space
- One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure
- The construction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25% of the surface area of all exterior walls is affected
- The construction, replacement, alteration, or repair of the exterior roof covering of an existing building, when less than 25% of the surface area of all exterior roof covering or an attachment thereto is affected
- Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than 25% of the exterior of the structure is affected by the alteration or repair
- Additions that do not increase the footprint of a structure by more than 500 square feet
- Painting, staining and similar maintenance or restorative work
- Fences located more than 8 feet from a habitable structure
- Any 35-acre parcel with only one residential structure on it that does not abut a residential or commercial area

The SRC was substantially derived from the 2024 International Wildland Urban Interface Code (I-WUI) which is published by the International Code Council. This code relies on State mapping of the wildfire hazard areas across the entire state. The State map was created based on the intensity risk factor alone. The four risk factors that are used to calculate wildfire risk by insurance agencies and other entities are:

- Likelihood
- Intensity
- Exposure
- Susceptibility

Feedback from statewide networking groups has raised concerns about the accuracy and reliability of the State's wildfire risk map. Many agencies have noted inconsistencies between the map's classifications and existing on-the-ground conditions. Because the map categorizes parcels based on predicted wildfire behavior—predictions that are subject to change—there is uncertainty about how the underlying science is applied. These inconsistencies result in situations where a single parcel is assigned two different hazard levels, or where adjacent parcels on the same street fall into different risk categories despite similar conditions. This issue is present in Eagle as well, where the State map divides certain parcels, placing portions of the same property into different risk tiers. Additionally, the State's wildfire map includes prominent disclaimer language noting that the underlying data is from 2022. This raises further questions about the current accuracy of the classifications and their suitability for regulatory use.

The SRC contains provisions for identifying fire intensity classifications and is divided into three levels – No Risk, Class 1-Low, and Class 2- Moderate/High. The classifications are determined by expected wildfire behavior, including flame length and suppression difficulty. The significance of the fire intensity classification is that it determines which code provisions are applied to parcels located in designated wildfire hazard areas as identified on official maps. As such, the fire intensity level corresponds to the level of structural hardening (fire resistive construction), defensible space (landscaping), and other mitigation measures required.

Structures/parcels categorized as Low Intensity must comply with the requirements for Class 1 Structural Hardening. Structures/parcels categorized as Moderate/High Intensity shall comply with the requirements for Class 1 AND Class 2 Structural Hardening.

Building materials for Class 1 and Class 2 shall be as follows:

- Noncombustible Material
- Fire Retardant Treated Wood
- Ignition Resistant Building Material

Class 1 Structure Hardening applies to the following construction components:

- Roofing
- Gutters and downspouts
- Ventilation openings

Class 2 Structure Hardening applies to ALL items listed under Class 1 and the following:

- Protection of eaves
- Exterior walls

- Underfloor area enclosures
- Decking
- Appendages and projections
- Exterior glazing (windows/openings in walls)
- Exterior doors
- Detached accessory structures

### **SRC Chapter 5 – Site and Area Requirements**

This chapter establishes minimum standards for site design (landscaping) and Town enforcement is aligned under the Community Development Department. Planning staff will review and approve plans concurrently with, or prior to, the building permit process.

A presentation on Chapter 5, and how staff has integrated these minimum standards into the LUDC, is forthcoming at the April 14<sup>th</sup> public hearing.

### **California Building Code Chapter 7A**

Chapter 7A, hereafter referred to as “7A” is derived from the Chapter 7 of the California building code as well as the I-WUI. The Town will be amending the adopted 2021 IBC and 7A would be aligned under Chapter 7 (Fire and Smoke Protection Features)

The significance of the 7A code is that fire hazard mapping is not included. This means that any agency which adopts the version promulgated by the Eagle County Wildfire Collaborative WUI Working Group would result in the entire town boundary to be declared as the WUI and subject to a single set of requirements. This is a departure from the SRC in that there are not any fire intensity classifications created, and therefore eliminating the different classifications for structural hardening. The degree of structural hardening in 7A is similar to, but slightly less restrictive than that of Class 2 in SRC as required for Moderate/High fire hazard areas.

The scoping of 7A applies to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises into or within the wildland-urban interface areas of the Town. Exceptions (similar to SRC) are as follows:

- Repair or replacement of less than 25% of a deck surface or structure. Replacement or repair in excess of 25% or a second replacement or repair of the deck shall trigger replacement of the nonconforming deck or assembly in its entirety
- Repair or replacement of less than 25% of the exterior siding of a structure. Replacement or repair in excess of 25% or a second replacement or repair of the siding shall trigger replacement of the nonconforming siding in its entirety
- One-story detached accessory, non-habitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
- Accessory structures and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing occupiable or habitable space
- Interior alterations of existing structures

- Alterations or repairs to the exterior of a structure, or attachments to it, when less than 25% of the exterior of the structure is affected by the alteration or repair. Replacement or repair in excess of 25% or a second replacement or repair shall trigger replacement of the nonconforming exterior element(s) in its entirety

Section 7A02.3 was created to make clear that the entire Town is considered within the WUI. Because the whole jurisdiction is covered, no hazard-rating map is required, and the code does not apply fire-hazard levels or structural-hardening classifications.

Sections 7A05 and 7A06 are the main body of 7A and contain provisions for construction methods and materials. These sections mandate that all new structures within the WUI shall comply with ignition-resistant construction and materials. Ignition-resistant materials can be any of the following:

- Materials tested in accordance with established standards (California and Colorado)
- Noncombustible material
- Fire-retardant-treated wood

California's State Fire Marshal (SFM) standards are helpful because they offer a compliance option that isn't included in the Standard Residential Code (SRC). Each year, the SFM publishes a handbook that lists building materials that have been tested and approved under their standards. This handbook gives homeowners, builders, and designers an easy way to confirm whether a product meets wildfire-resistant requirements.

Local agencies in the Eagle County Wildfire Collaborative WUI Working Group have also talked about creating a shared database that homeowners and contractors could use to look up approved materials from all available testing methods allowed under the 7A approach. This would be especially beneficial for the Town, which does not have its own in-house testing resources but can rely on the broader regional effort to provide accurate, up-to-date information to community members.

Section 7A06 contains provisions for ignition-resistant construction as related to various components including:

- Roof covering
- Protection of eaves
- Gutters and downspouts
- Exterior walls
- Underfloor enclosures
- Appendages and projections
- Exterior doors
- Vents
- Detached accessory structures
- Spark arrestors
- Exterior Glazing (windows)

Lastly, amendments to IBC Section 1505 reiterate that only Class A roof assemblies and coverings are allowed within the Town of Eagle—a standard already in effect through the Town's adopted energy code. To support implementation, a new Section 1505.1 provides a limited exemption allowing one-time repairs of up to 25% of an existing roof without requiring full replacement. This exemption is intended to

accommodate necessary maintenance while preventing ongoing piecemeal repairs that would leave older, non-compliant roofs in place indefinitely.

### **Decision Maker Feedback**

Staff was able to meet with several decision makers in person and received responses from others via email. The perspectives shared were noted by staff, summarized and detailed in the following paragraph so staff can share what we heard with the Commission, Council, and the public.

Concerns: Decision makers expressed strong concerns about costs and affordability, and how these may be impacted by the WUI Code. One person noted their concerns about the impacts to Old Town Eagle, while another noted their uncertainty if the Town should be stepping in here or if the insurance companies should be enforcing these restrictions. One person expressed that they thought Class 2 for all of Town was too restrictive, but they would be interested in all of Town being Class 1 with specific designated areas being Class 2. Another individual expressed concern that having a patchwork—or “checkerboard”—of different regulations across Town would be harmful to the community. They noted that they are open to creative solutions, such as forming a developer cohort, and also shared that local fire personnel have indicated that fire season has already begun. This information heightens their concern and reinforces their desire to adopt the 7A standards as soon as possible.

Hopes: One individual shared that their main goal in this code work is to avoid creating an overly burdensome application or review process for applicants. Another expressed interest in focusing on what is best for the community, even if that differs from what neighboring jurisdictions choose to do. A third individual noted that they hope this effort sparks meaningful discussion among Council, especially as the Town’s climate becomes hotter and drier. They emphasized that wildfire risk is a larger issue than many community members may realize, and they hope this conversation helps the Town begin planning adaptively for the future.

Requests from staff to support decision making: One individual asked to see a visual showing how the standards would apply to OTR and CMU-1 lots, and encouraged staff to present the pros and cons of each option, along with maps and materials lists. Another individual requested a clear explanation of where the process began, why this work was undertaken, and how the proposed changes will improve both our procedures and conditions in different areas of Town.

Clarification: One decision maker expressed a preference for using the State Map, noting that it appears to provide a more accurate representation of wildfire risk. Staff would like to offer further context: extensive research demonstrates that roughly 90% of home ignitions in wildfires are caused by wind-driven embers, which can travel 1.5 to 2 miles ahead of the main fire front. As a result, the entirety of Town remains within potential ember-exposure zones regardless of mapped vegetation-based risk categories. This same concept was highlighted in GEFPD’s presentation to Town Council on March 10 (linked in the attachments). Staff does not intend to discount the State Map, but rather to emphasize how ember cast significantly influences local vulnerability and should be considered alongside mapped hazard data.

A separate comment suggested that staff’s recommendation of 7A was primarily due to ease of administration. Staff would like to clarify that the primary reason for recommending 7A with the proposed LUDC amendments is our assessment that this approach provides the strongest protection for the health,

safety, and welfare of the community. Ease of administration is a secondary consideration. That said, this approach does offer practical benefits: the 7A materials list aligns directly with the 7A code language, which supports consistency and makes it more accessible for homeowners completing smaller projects. In contrast, using the 7A materials list with the SRC would require additional interpretation and staff capacity that we do not currently have available.

### **Planning & Zoning Commission Public Hearing for Title 4**

The revised Landscape Chapter reorganizes Eagle’s landscaping standards around defensible space principles, creating consistent requirements for the 0–5 ft and 5 ft–property-line zones to reduce ember-driven ignition risks. It integrates State Resilience Code concepts, wildfire-resistant landscaping practices, and new state turf laws while clarifying existing standards and improving usability, making the code more protective, more intuitive, and easier to administer across all property types in Town. This Title is not being discussed in the March 24 public hearing but will be coming before Town Council on April 14<sup>th</sup> for the Council’s consideration.

### **Summary**

The State Legislature had good intentions when it approved SB166 in 2023; however, the mandated adoption date of January 2026 proved unrealistic for many local governments. Although the State later granted an additional 90-day extension, the relief for small agencies has been minimal.

In early 2024, the Town was invited to participate in the Eagle County Wildfire Collaborative WUI Code Working Group to explore opportunities for regional alignment and shared training. The Town of Vail had already adopted a hybrid version of the I-WUI/7A Code, and Eagle County also maintained its own set of wildfire mitigation requirements. Rather than wait for the State to publish its new model code, Town staff proactively engaged in the Working Group’s monthly meetings, building both technical knowledge and confidence in the 7A framework.

When the State’s Statewide Resiliency Code (SRC) was finally published in July 2025, Town staff recognized the potential for internal and external challenges, particularly related to mapping, logistics, and implementation support. The simultaneous departure of the Town’s Building Official added further complexity to the decision-making process. Ultimately, no adoption pathway is entirely without impact—each option presents tradeoffs for staff capacity, project applicants, and the community. External variables such as economic conditions and climate-related risks add additional uncertainty.

### **Code Options**

**SRC** – The SRC has already been promulgated and adopted statewide and can be readily codified by local jurisdictions, with amendments allowed upon State approval. However, initial implementation is likely to be challenging. Issues include outdated or inaccurate State-issued mapping, an onerous appeals process, increased workload for a small building team, and the potential for delays in processing building permits during the transition period.

**7A** – Adopting the 7A Code offers inherent benefits for all stakeholders through regional consistency among Eagle County jurisdictions. The Town of Vail has successfully implemented a 7A-based system for several years, demonstrating a functional and proven model. Both the Town of Vail and Eagle County have

already received State approval for their 7A-style amendment packages as compliant WUI codes, indicating that a similar path is viable for the Town.

Because 7A does not rely on hazard-rating maps, it eliminates mapping-related uncertainty and establishes a single, uniform set of requirements. This can reduce staff workload and streamline administration. Additionally, regional partners already working with 7A provide a valuable support network. Importantly, uniform construction standards across all new buildings and major renovations enhance safety and contribute to greater community resiliency overall.

**COMMUNITY INPUT:** Community Development Staff has been actively communicating and collaborating with representatives from Haymeadow to identify potential challenges in the proposed language code and mitigate them before bringing it forth to the decision makers. Additionally, staff has communicated with representatives from Eagle Ranch and Red Mountain Ranch about this legislation and the potential impacts to property owners in those developments. Staff conducted targeted outreach to other local developers and did not receive feedback.

**BUDGET / STAFF IMPACT:** Initial implementation of policies and procedures may include strategies for hiring third-party experts. Selection of the State code may require hiring fire science experts in determining accuracy of parcel mapping. Staff impact could be substantial due to new requirements being administered by a department of three full time employees.

**STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:**

This code amendment advances several goals in the Town’s Strategic Plan. It supports the goals of “Enhancing the Economic Resiliency of Town Government” and “Matching Infrastructure to Quality of Life” by ensuring that Town-funded infrastructure is designed to withstand wildfire impacts. Investing in resilience upfront helps avoid the far higher costs of replacing damaged infrastructure after a disaster.

The amendment also supports the goal of “Diversifying Attainable Housing Stock.” By strengthening protections for existing homes, the Town helps preserve long-term housing supply—an essential factor in creating stable home-ownership opportunities for households with a range of incomes and housing needs.

**RECOMMENDED ACTION OR PROPOSED MOTION:** Staff recommends adoption of the 7A Ordinance, as it provides the most reliable and implementable pathway for protecting the health, safety, and welfare of the community.

**ATTACHMENTS:**

- [Staff Memo to the Planning & Zoning Commission dated March 17, 2026](#)
- [Code comparison matrix](#)
- [SRC mapping](#)
- [7A Ordinance](#)
- [March 10, GEFPD’s Presentation](#) (starting at 11 minutes, 20 seconds)
- [Public Comment](#)

**TOWN OF EAGLE, COLORADO**  
**ORDINANCE NO. 06**  
**(Series of 2026)**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO  
AMENDING CHAPTER 13.02 AND CHAPTER 13.03 OF THE EAGLE MUNICIPAL CODE  
TO ADD PROVISIONS FOR WILDFIRE PROTECTION OF STRUCTURES LOCATED IN  
THE WILDLAND URBAN FIRE AREA

WHEREAS, the State of Colorado Legislature enacted SB23-166 establishing the Wildland Resiliency Code Board to create standards regulating the protection of structures from wildfire; and

WHEREAS, the State of Colorado legislature mandated that all municipalities shall adopt and enforce the required standards by July 1, 2026, the Town desires to amend Chapters 13.02 and 13.03 of the Eagle Municipal Code to comply with the new statute.

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

Section 1. Chapter 13.02 of the Eagle Municipal Code is hereby amended by the addition of the following definitions, to appear in new sections 13.02.200 through 13.02.300:

**ACCESSORY STRUCTURE.** A structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

**FIRE CODE OFFICIAL.** The Fire Official or designee.

**FIRE-RESISTANCE-RATED CONSTRUCTION.** The use of materials and systems in the design and construction of a structure to safeguard against the spread of fire within a structure and the spread of fire to or from structures to the wildland-urban interface area.

**IGNITION-RESISTANT BUILDING MATERIAL.** A type of building material that resists ignition or sustained flaming combustion sufficiently to reduce losses from wildland-urban interface conflagrations under worst-case weather and fuel conditions with wildfire exposure of embers and small flames, as prescribed in Chapter 7A.

**IGNITION-RESISTANT CONSTRUCTION.** As described in Section 7A06.

**LOG WALL CONSTRUCTION.** A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is at least 6 inches (152 mm).

**NONCOMBUSTIBLE.** A material that, in the form in which it is used, is either:

1. Material of which no part will ignite and burn when subjected to fire (any material conforming to ASTM E136 shall be considered noncombustible); or

2. Material having a structural base of noncombustible material as defined in Item 1 above, with a surfacing material not over 1/8 inch (3.2 mm) thick, which has a flame spread index of 50 or less.

'Noncombustible' does not apply to surface finish materials. Material required to be noncombustible for reduced clearances to flues, heating appliances or other sources of high temperature shall refer to material conforming to Item 1 above. No material shall be classified as noncombustible that is subject to increase in combustibility or flame spread index, beyond the limits herein established, through the effects of age, moisture or other atmospheric condition.

**SAFETY COVER.** A structure, fabric or assembly, along with attendant appurtenances and anchoring mechanisms, that is temporarily placed or installed over an entire pool, spa or hot tub and secured in place after all bathers are absent from the water.

**SFM.** Refers to the California State Fire Marshal's office.

**UNENCLOSED ACCESSORY STRUCTURE.** An accessory structure without a complete exterior wall system enclosing the area under the roof or floor above.

**WILDLAND-URBAN INTERFACE AREA.** The geographical area, as depicted and defined in the Community Wildfire Protection Plan, where structures and other human development meets or intermingles with wildland or vegetative fuels.

Section 2. Section 13.03.020 of the Eagle Municipal Code is hereby amended to add new Chapter 7A to read as follows:

## **CHAPTER 7A FIRE-RESISTIVE CONSTRUCTION**

Section 7A01 Scope:

**7A01.1 General.** This Chapter shall apply to the construction, alteration, movement, repair, maintenance and change in use of any building, structure or premises that contain occupiable and/or habitable space into or within the wildland-urban interface areas of the Town.

Exceptions:

1. Repair or replacement of less than 25% of a deck surface or structure. Replacement or repair in excess of 25% or a second replacement or repair of the deck shall trigger replacement of the nonconforming deck or assembly in its entirety
2. Repair or replacement of less than 25% of the exterior siding of a structure. Replacement or repair in excess of 25% or a second replacement or repair of the siding shall trigger replacement of the nonconforming siding in its entirety
3. One-story detached accessory, non-habitable structures, such as tool and storage sheds, playhouses, and similar uses, provided that the floor area does not exceed 120 square feet.

4. Accessory structures and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing occupiable or habitable space

5. Interior alterations of existing structures.

6. Alterations or repairs to the exterior of a structure, or attachments to it, when less than 25% of the exterior of the structure is affected by the alteration or repair. Replacement or repair in excess of 25% or a second replacement or repair shall trigger replacement of the nonconforming exterior element(s) in its entirety

**7A01.2 Objective.** Because the unrestricted use of property in wildland- urban interface areas is a potential threat to life and property from fire and resulting erosion, the objective of this Chapter is to establish minimum regulations consistent with nationally recognized good practice for the safeguarding of life and for property protection, and to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. This Chapter supplements the Town's codes to provide for special regulations to mitigate fire and life-safety hazards in the wildland-urban interface areas.

**7A01.3 Additions or alterations.** Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with the requirements of this Chapter; provided that the addition or alteration conforms to that required for a new building or structure.

**Section 7A02 Applicability:**

7A02.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall apply. Where, in any specific case, different sections of this Chapter specify different materials, methods of construction or other requirements, the most restrictive shall apply.

**7A02.2 Existing conditions.** The legal occupancy or use of any building, structure or condition existing on the date of adoption of this Chapter shall be permitted to continue without change, except as is specifically covered in the International Fire Code.

**Section 7A03 Compliance Alternatives**

**7A03.1 Practical difficulties.** Where there are practical difficulties involved in carrying out the provisions of this Chapter, the building official or fire code official are authorized to grant modifications for individual cases upon application, in writing, by the owner or owner's authorized agent. The building official or fire code official shall first find that a special individual reason makes enforcement of the provisions of this Chapter impractical, that the modification is in conformance to the intent and purpose of this Chapter, and that the modification does not lessen any fire protection requirements or any degree of structural integrity.

**7A03.2 Technical assistance.** To determine the acceptability of technologies,

processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to the inspection of the building official or fire code official, the building official or fire code official are authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide, without charge to the Town, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the code official and the owner or the owner's authorized agent, and shall analyze the fire safety of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management for purposes of establishing fire hazard severity to recommend necessary changes.

**7A03.3 Alternative materials or methods.** The provisions of this Chapter are not intended to prevent the installation of any material or to prohibit any design or method not specifically prescribed by this Chapter, provided that any such alternative has been approved. An alternative material, design or method shall be approved where the building official in concurrence with the fire code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Chapter, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this Chapter in quality, strength, effectiveness, fire resistance, durability and safety. If an alternative material, design or method is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

#### **Section 7A04 Special Construction Regulations**

**7A04.1 General.** Structures shall be constructed in accordance with this Section, unless previously exempted in Section 7A01.1.

**7A04.2 Fire-resistance-rated construction.** Where this Chapter requires 1-hour fire-resistance-rated construction, the fire-resistance rating of building elements, components or assemblies shall be determined in accordance with the test procedures set forth in ASTM E 119 or UL 263.

#### **Exceptions:**

1. The fire-resistance rating of building elements, components or assemblies based on the prescriptive designs prescribed in Section 721.
2. The fire-resistance rating of building elements, components or assemblies based on the calculation procedures in accordance with Section 722.

#### **Section 7A05 Ignition-Resistant Material.**

**7A05.1 General.** Structures hereafter constructed, modified or relocated into or within wildland-urban interface areas shall meet the construction requirements in accordance with ignition-resistant construction in accordance with Section 7A06. Materials required to be ignition-resistant materials shall comply with the requirements of Section 7A05.2.

**7A05.2 Ignition-resistant building material.** Ignition-resistant building material shall comply with any one or more of the following:

1. Material shall be tested on all sides with the extended ASTM E 84 (UL 723) test or ASTM E 2768, except panel products shall be permitted to test only the front and back faces. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch (3.2 mm). Materials that, when tested in accordance with the test procedures set forth in ASTM E 84 or UL 723 for a test period of 30 minutes, or with ASTM E 2768, comply with the following:

1.1. Flame spread. Material shall exhibit a flame spread index not exceeding 25 and shall not show evidence of progressive combustion following the extended 30-minute test.

1.2. Flame front. Material shall exhibit a flame front that does not progress more than 10.5 feet (3,200 mm) beyond the centerline of the burner at any time during the extended 30-minute test.

1.3. Weathering. Ignition-resistant building materials shall maintain their performance in accordance with this section under conditions of use. Materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in the following standards, as applicable to the materials and the conditions of use:

1.3.1. Method A "Test Method for Accelerated Weathering of Fire- Retardant-Treated Wood for Fire Testing" in ASTM D 2898, for fire-retardant-treated wood, wood- plastic composite and plastic lumber materials.

1.3.2. ASTM D 7032 for wood-plastic composite materials.

1.3.3. ASTM D 6662 for plastic lumber materials.

1.4. Identification. Materials shall bear identification showing fire test results.

Exception: Materials composed of a combustible core and a noncombustible exterior covering, made from either aluminum at a minimum 0.019-inch (0.48 mm) thickness or corrosion-resistant steel at a minimum 0.0149-inch (0.38 mm) thickness shall not be required to be tested with a ripped or cut longitudinal gap.

2. Noncombustible material. Material that complies with the requirements for noncombustible materials.

3. Fire-retardant-treated wood. Fire-retardant-treated wood identified for exterior use and meeting the requirements of Section 2303.2.

4. Materials meeting the following standards of quality.

4.1. SFM Standard 12-7A-1, Exterior Wall Siding and Sheathing. A fire resistance test standard consisting of a 150 kW intensity direct flame exposure for a 10-minute duration.

4.2. SFM Standard 12-7A-3, Horizontal Projection Underside. A fire resistance test

standard consisting of a 300 kW intensity direct flame exposure for a 10-minute duration.

4.3. SFM Standard 12-7A-4, Decking. A 2-part test consisting of a heat release rate (Part A) deck assembly combustion test with an under deck exposure of 80 kW intensity direct flame for a 3-minute duration and a (Part B) sustained deck assembly combustion test consisting of a deck upper surface burning ember exposure with a 12 mph wind for 40 minutes using a 2.2 lb (1 kg) burning "Class A" size 12" x 12" x 2.25" (300 mm x 300 mm x 57 mm) roof test brand.

4.4. SFM Standard 12-7A-4A, Decking Alternate Method A. A heat release deck assembly combustion test with an under-deck exposure of 80 kW intensity direct flame for a 3-minute duration.

4.5. SFM Standard 12-7A-5, Ignition-resistant Material. A generic building material surface burning flame spread test standard consisting of an extended 30-minute ASTM E84 or UL 723 test method as is used for fire-retardant-treated wood.

### **Section 7A06 Ignition-Resistant Construction**

7A06.1 General. Ignition-resistant construction shall be in accordance with Sections 7A06.2 through 7A06.11.

**7A06.2 Roof covering.** All roof coverings shall comply with Chapter 15 of this Code, as amended.

**7A06.2.1 Roof valleys.** Where provided, valley flashings shall be not less than 0.019 inches (0.48 mm) (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide (914 mm) underlayment consisting of one layer of 72-pound (32.4 kg) mineral-surfaced, non-perforated cap sheet complying with ASTM D 3909 running the full length of the valley.

**7A06.3 Protection of Eaves.** Eaves and soffits shall be protected on the exposed underside by ignition-resistant building materials or by materials approved for not less than 1-hour fire-resistance-rated construction, 2-inch (51 mm) nominal dimension lumber, or 1-inch (25 mm) nominal fire-retardant-treated lumber or ¾ inch (19.1 mm) nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2. Fascias are required and shall be protected on the backside by ignition-resistant building materials or by materials approved for not less than 1-hour fire-resistance-rated construction or 2-inch (51 mm) nominal dimension lumber.

**7A06.4 Gutters and downspouts.** Gutters and downspouts shall be constructed of noncombustible material.

**7A06.5 Exterior walls.** Exterior walls of buildings or structures shall be constructed with one of the following methods and all such material shall extend from the top of the foundation to the underside of the roof sheathing:

1. Materials approved for not less than 1-hour fire-resistance-rated construction on the exterior side.
2. Approved noncombustible materials.
3. Heavy timber or log wall construction.
4. Ignition-resistant building materials complying with Section 7A05.2 on the exterior side.

All exterior walls shall have a minimum of 6 vertical inches of noncombustible material, measured from the ground (at grade) or the nearest horizontal surface.

Exception: Combustible siding materials not complying with Section 7A05.2 may be used but shall not cover more than 25% of a given wall, excluding glazing area, and shall not be within 5 feet of finished grade. Combustible siding with a profile that may allow ember intrusion such as wood shake or wood shingle is prohibited.

**7A06.6 Underfloor enclosure.** Buildings or structures shall have underfloor areas enclosed to the ground with exterior walls in accordance with Section 7A06.5.

**Exception:** Complete enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction or fire-retardant-treated wood, if labeled for exterior use and meeting the requirements of Section 2303.2.

**7A06.7 Appendages and projections.** Unenclosed accessory structures attached to or located within thirty (30) feet of buildings with habitable spaces and projections, such as decks, shall be not less than 1-hour fire-resistance-rated construction, heavy timber construction or constructed of one of the following:

1. Approved noncombustible materials.
2. Fire-retardant-treated wood identified for exterior use and meeting the requirements of Section 2303.2.
3. Ignition-resistant building materials in accordance with Section 7A05.2.
4. Decks or porches (or portions of the decks or porches) 4 feet or less above the ground shall have the underdeck area enclosed to reduce the accumulation of debris using one of the following methods:
  - a. Install noncombustible, corrosion-resistant mesh material with openings not to exceed 1/8 inch around the outer edge of the deck from the walking surface to the ground to prevent ember intrusion. Material (e.g., lattice) installed over the mesh, shall be noncombustible; or
  - b. Fully enclose with a noncombustible wall covering/cladding.

**7A06.8 Exterior doors.** Exterior doors shall be constructed of approved noncombustible materials, standard solid core wood not less than 1.75 inches thick (44 mm) or have a fire protection rating of not less than 20 minutes.

Tempered glass doors are permissible. Exception: Vehicle access doors constructed without exposed combustible materials.

**7A06.9 Vents.** Attic ventilation openings, foundation or underfloor vents, or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m<sup>2</sup>) each. Such vents shall be covered with noncombustible corrosion-resistant materials with openings not to exceed ¼ inch (6.4 mm) or perforated noncombustible materials with perforations not to exceed ¼ inch (6.4 mm) or shall be designed and approved to prevent flame or ember penetration into the structure.

**7A06.9.1 Vent locations.** Attic ventilation openings shall not be located in the inner 2/3 of soffits, eave overhangs, or other overhang areas. Gable end and dormer vents shall be located not less than 10 feet (3,048 mm) from lot lines. Underfloor ventilation openings shall be located as close to grade as practical.

**7A06.10 Detached accessory structures.** Detached accessory structures located less than 30 feet (15,240 mm) from a building containing habitable space shall have exterior walls constructed with materials approved for not less than 1-hour fire-resistance-rated construction, heavy timber, log wall construction, or constructed with approved noncombustible materials or ignition resistant building materials in accordance with Section 7A05.2. Fire-retardant-treated wood shall be labeled for exterior use and meet the requirements of Section 2303.2.

**7A06.10.1 Underfloor areas.** Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10%, the area below the structure shall have underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 7A06.5 or underfloor protection in accordance with Section 7A06.6.

**Exception:** The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy-timber construction or fire-retardant-treated wood on the exterior side. The fire-retardant-treated wood shall be labeled for exterior use and meet the requirements of Section 2303.2.

**7A06.11 Spark arrestors.** Chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuel is used, shall be provided with a spark arrester. Spark arresters shall be constructed of woven or welded wire screening of 12 USA standard gage wire (0.1046 inch) (2.66 mm) having openings not exceeding ½ inch (12.7 mm)."

**7A06.12 Exterior Glazing.** Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be either tempered glass, multi-layered glazed panels, glass block, or have a fire protection rating of not less than

20 minutes.

**Section 1505.1.** Section 1505.1 is amended to read as follows: "1505.1 General. All roof coverings shall be Class A. Wood shakes and shingles are not permitted unless exempted for replacement or repair as defined in Section 1501.1.1. Where the roof profile allows space between the roof covering and the roof decking at the eave ends, the spaces shall be constructed to prevent intrusion of flames and embers or have one layer of 72-pound (32.4 kg) mineral-surfaced non-perforated cap sheet complying with ASTM D3909 installed over the combustible decking. Exception: Skylights and sloped glazing that comply with Chapter 24 or Section 2610."

**Section 1505.1.1.** Section 1505.1.1 is added to read as follows: "Replacement or Repair. Each structure with a nonconforming roof covering or roof assembly shall be allowed 1 replacement or repair of 25% or less of the roof area. Replacement or repair in excess of 25% or a second replacement or repair of the roof covering or roof assembly shall trigger replacement of the nonconforming covering or assembly in its entirety. For purposes of this section, a 2-family dwelling shall be considered 2 separate structures. Emergency repairs of less than 10 sq/ft shall not be subject to the 25% rule."

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

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON \_\_\_\_\_, 2026.

TOWN OF EAGLE, COLORADO

\_\_\_\_\_  
Bryan K. Woods, Mayor

ATTEST:

\_\_\_\_\_  
Camille Deering, Town Clerk

March 20, 2026

The Honorable Mayor and Members of the Town Council  
Town of Eagle  
Eagle, Colorado 81631

## **Re: Wildfire Resiliency Code Adoption**

Dear Mayor and Members of the Town Council,

I am writing to you as a resident of Eagle who cares deeply about the long-term safety, vitality, and economic resilience of our community. I understand that the Town is currently considering the adoption of a wildfire resiliency code, and I want to respectfully but urgently encourage you to approach this decision with the full weight of its consequences in mind. This decision affects not only for today's developers, businesses, and residents, but for every family who will call Eagle home in the decades ahead.

### **The True Cost of Choosing the Least Restrictive Path**

I recognize that development interests carry significant weight in local policy decisions, and I understand the economic pressures that builders and developers face. However, I am concerned that the voices most focused on short-term construction costs may be drowning out a far more important conversation: **what is the long-term cost to our community if we adopt a code that does not adequately protect us?**

Eagle sits in one of the most wildfire-prone regions in the United States. The mountains and foothills that make our community so beautiful also place us squarely in harm's way. A code that prioritizes developer convenience over resident safety is not a savings, it is a deferred liability that will ultimately be paid by homeowners, taxpayers, and the community as a whole.

### **The Growing Insurance Crisis in Wildfire-Prone Communities**

Across Colorado and the American West, we are witnessing a crisis that should serve as a direct warning to Eagle: insurers are withdrawing from wildfire-risk markets at an accelerating pace. Communities that have not invested in meaningful resiliency standards are finding that homeowners insurance is becoming unavailable, unaffordable, or both. When insurance disappears, property values follow.

A robust wildfire resiliency code is not merely a safety measure, it is an economic development tool. Communities that demonstrate a serious commitment to fire-resistant construction are better positioned to attract and retain insurers, protect property values, and maintain the financial stability that makes quality of life possible. I urge the Council to consider what a future Eagle looks like if homeowners begin receiving non-renewal notices and prospective buyers cannot obtain coverage.

## **Risk to Property and Lives Cannot Be Minimized**

The fires that have devastated communities like Superior, Paradise, and Lahaina were not failures of bad luck, they were, in significant part, failures of foresight. In each case, investigators found that structures built or maintained without adequate fire-resistant standards burned with remarkable speed, leaving residents little time to escape and firefighters overwhelmed. The cumulative loss of life, property, and community fabric in those events should weigh heavily on every decision-maker who has the opportunity to build in greater protections.

Eagle is not immune to this risk. Dry conditions, high winds, and increasing temperatures driven by climate change are not future projections, they are the conditions we already live with. The question before the Council is not whether wildfire risk is real. It is whether we will make the modest additional investment now, through stronger code requirements, to meaningfully reduce the probability of catastrophic loss later.

## **Comprehensive Community Risk Must Guide This Decision**

I respectfully ask: whose interests are most fully represented in the current deliberations? Developers have clear, quantifiable, and immediate financial incentives to advocate for the least restrictive standards possible. Their construction cost savings are real. But the costs they seek to avoid are not eliminated, they are simply transferred to future homeowners, insurers, emergency responders, and the Town itself.

The comprehensive risk to our community, including emergency response capacity, evacuation logistics, municipal liability, post-fire recovery costs, and the social and psychological toll of displacement, is not easily quantified, but it is very real. I urge the Council to ensure that this full spectrum of risk is formally part of your deliberations, and that independent fire safety and insurance experts have a seat at the table alongside development interests.

## **My Request to the Council**

I am not asking the Town to make development impossible or to impose unreasonable burdens on builders. I am asking that the Council adopt the strongest wildfire resiliency standards that are defensible based on the evidence, not the weakest that developers will accept. Specifically, I ask that you:

- Commission or review an independent analysis of the insurance availability risk to Eagle homeowners under different code scenarios before a final decision is made.
- Ensure that long-term property value and tax base impacts (not just near-term construction costs) are formally weighed in the cost-benefit analysis.
- Invite testimony from insurance underwriters, fire behavior experts, and representatives from communities that have experienced catastrophic wildfire loss.

I chose to make Eagle my home because of this community's beauty, its people, and the quality of life it offers. I want it to remain that way for my neighbors, my family, and the generations who will come after us. The decisions made in the coming weeks about our wildfire code will shape this community for decades. I urge you to choose the path of genuine protection over short-term convenience.

Thank you for your service to Eagle and for your careful consideration of these concerns. I welcome the opportunity to discuss this further and would be happy to connect you with additional resources or expert voices on this issue.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ben Leape', with a stylized flourish extending to the right.

Ben Leape  
316 Greenhorn Ave  
Eagle, Colorado  
(650) 468-3921  
[ben.leape@gmail.com](mailto:ben.leape@gmail.com)



**To:** Mayor and Town Council  
**From:** Alex Smiley, Open Space and Trails Manager  
**Date:** March 17, 2026

**Agenda Item:** Pedal Assist E-bike Use on Town of Eagle Natural-Surface Trails

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**Request:**

Staff requests that Town Council discuss and provide direction regarding the potential future use of Class 1 pedal-assist e-bikes on Town of Eagle natural-surface open space trails. Specifically, staff seek Council guidance on a two-phase approach:

1. Whether and how the Town should participate in the Bureau of Land Management's upcoming public scoping process related to potential authorization of Class 1 e-bikes on adjacent federal trail systems, recognizing the Town of Eagle's role as a primary gateway to those trails; and
2. Whether staff should return at a later date, following completion of the BLM decision-making process, with potential Town policy or code amendments for Council consideration to maintain consistency across interconnected trail networks, if warranted.

This approach allows Council to provide early direction and meaningful input into the BLM's NEPA process while deferring any local policy or code changes until the broader regional context is clearer.

**E-Bike Class Definitions**

For clarity, Colorado law defines electric bicycles using a three-class system based on motor assistance and speed.

- **Class 1:** Pedal-assist only (no throttle); motor provides assistance only while the rider is pedaling and cuts off at **20 miles per hour**.
- **Class 2:** Equipped with a throttle that can propel the bicycle without pedaling; motor assistance cuts off at **20 miles per hour**.
- **Class 3:** Pedal-assist only; motor provides assistance up to **28 miles per hour** and is typically subject to additional restrictions.

Unless otherwise stated, references to e-bikes in this memorandum pertain solely to **Class 1 pedal-assist e-bikes**, consistent with the scope of OSRAC discussion and the Bureau of Land Management's current evaluation.

## **Background:**

In early 2024, the Bureau of Land Management – Colorado River Valley Field Office (BLM CRVFO) received a request to consider authorizing Class 1 e-bikes on traditional mountain bike trails. The BLM CRVFO is now evaluating this request through a NEPA analysis, stakeholder outreach, and coordination with neighboring land managers.

In spring 2025, the BLM CRVFO initiated a Visitor Satisfaction Inventory for the Special Recreation Management Areas (SRMAs) surrounding the Town of Eagle. Because the Town and BLM trail systems are interconnected, BLM staff approached the Town early in the process to discuss potential alignment before making any decisions that could affect shared trails.

In response, the Town launched a streamlined internal review to provide feedback to the BLM CRVFO and to determine whether current Town policy should be amended to align with any potential BLM changes. Components of this process have included a community survey (available in English and Spanish), stakeholder outreach with partner agencies and stakeholders, and a public open house held in November 2025. Staff have also reviewed current research, regional policies, and land-manager guidance regarding Class 1 e-mountain bikes.

## **Analysis:**

To support Council’s discussion and potential recommendation, staff conducted a comprehensive review of available research, policies, and management frameworks related to e-bike use on natural-surface trails. This included scientific literature on ecological and wildlife impacts, safety studies, federal and state regulatory guidance, and policy approaches from peer jurisdictions across Colorado. Staff also evaluated existing organizational positions from recreation, conservation, and trail-management groups. The following analysis summarizes the key findings from that review and outlines how they relate to potential management decisions within the Town of Eagle. A full summary of the research is included as **Attachment A**.

### 1. Ecological and Physical Trail Impacts

Staff reviewed multiple environmental studies evaluating Class 1 e-mountain bike (eMTB) effects on natural-surface trails. Overall, current literature shows no statistically significant difference between Class 1 eMTBs and traditional mountain bikes in terms of soil displacement, erosion, or tread disturbance on existing, sustainable trail alignments.

- IMBA/PeopleForBikes Soil Displacement Study (2015): Class 1 eMTBs and conventional MTBs produced comparable levels of soil displacement, with motorcycles causing substantially more. Slightly higher displacement for eMTBs was observed under steep or loose trail conditions, but differences were small and inconsistent.
- Boulder County OSMP Literature Review (2019): Found that Class 1 eMTB tread impacts were “functionally similar” to traditional bikes, and far below those of motorized trail bikes.

- Boone et al., *Global Ecology & Conservation* (2023): Confirmed similar findings and emphasized that off-trail riding and unauthorized trail creation pose greater ecological risks than Class 1 e-bike tread forces.
- General consensus is that best management practices and current trail standards are sufficient to support Class 1 e-bikes.

## 2. Wildlife Disturbance and Habitat Considerations

Studies on wildlife response show similar alert or flight reactions to both eMTBs and traditional MTBs. No research has demonstrated unique physiological or population-level impacts attributable specifically to Class 1 e-bikes.

- Boone et al. (2023) note that wildlife responses to bikes, electric or not, are comparable to hiking and much lower than responses to motorized OHVs.
- Longer eMTB range could, however, increase the spatial footprint of recreation if not managed, potentially spreading disturbance into previously low-use areas.
- Research gaps include long-term monitoring and sensitivity analysis for specific species (e.g. elk in winter range), suggesting caution where seasonal wildlife closures already exist.

## 3. Safety and User Interactions

Safety and user interactions were the most frequently cited concern in the Town's e-bike survey, consistent with findings across other jurisdictions. Research indicates that while Class 1 e-bikes do not introduce fundamentally new safety risks compared to traditional mountain bikes, they can change the dynamics of trail interactions in ways that may require proactive management.

- Speed and Passing Behavior
  - Multiple studies (Volpe Center 2022; Boulder OSMP 2019) show that Class 1 eMTBs generally travel at similar downhill speeds as traditional mountain bikes, since gravity, and user skill, drives descent speed.
  - Uphill speeds, however, are more consistent and faster on average for Class 1 riders. This can increase the number of passing events, particularly on narrow singletrack.
  - On multi-use trails, increased passing frequency, not absolute speed, is cited as the primary factor influencing perceived safety.
- Trail Design and Geometry Factors
  - Studies emphasize that safety outcomes are strongly tied to trail width, sight lines, grade, and user density, not the presence of an electric motor.
  - Trails with limited sight distance or high use levels may be more sensitive to speed differentials and user conflict.
- Conflict, Crowding, and Anticipated use
  - Consistent with findings from Jefferson County, Boulder County, and international studies (Taylor et al. 2023), the majority of conflict around e-bikes is perceptual rather than observed. Many non-cyclists reported discomfort based on assumptions about speed of e-bikes. However, when asked whether they observed unsafe e-bike behavior, far fewer users reported direct incidents.

- Jeffco pilot study found that 65% of users could not reliably distinguish an eMTB from a traditional MTB in the field.
- Several studies (Boulder County OSMP 2019; Taylor et al. 2023; ERO Resources 2023) conclude that most early adopters of Class 1 eMTBs are already active mountain-bike riders, not new entrants to the sport. These riders tend to substitute their traditional bike for an eMTB rather than add new trips.
  - As a result, jurisdictions that have permitted Class 1 e-bikes generally did not experience a sudden influx of new trail users attributable to the policy change.
- Increases in trail visitation in Colorado and nationally appear tied to broader outdoor recreation trends, not specifically to e-bike access.
- Literature suggests that managing crowding and user interactions require broader strategies rather than policies targeting any single trail use type.
- Enforcement and Compliance Considerations
  - Trail etiquette (yielding, speed control, safe passing) is a recurring challenge for all user groups.
  - User behavior is driven more by education, awareness, and social norms than by what equipment they are on. Multiple studies (Boulder OSMP Literature Review 2019; Taylor et al. 2023; JeffCo OS e-Bike Pilot 2017–2018) emphasize that courteous or discourteous behavior is not correlated with the type of bike being used.
  - Education and outreach, rather than equipment-based restrictions, are repeatedly identified as the most effective tools for improving trail courtesy and reducing user conflict.
  - Interagency coordination as well as clear and consistent messaging around allowable classes, speed control, and yielding norms are crucial to all recreation management including e-bikes.
- Summary
  - Overall, research indicates that Class 1 e-bikes do not pose substantially different safety risks than traditional mountain bikes, though they can change the frequency of uphill passing and influence user perceptions of speed and etiquette. Many concerns identified in the Town’s survey relate to behavior, crowding, and user expectations are issues common to all user types and best addressed through education, clear signage, and coordinated management rather than equipment-specific restrictions.

#### 4. Regional and Interagency Policy Landscape

##### Local Policy

E-bike policy across Colorado varies considerably among local land managers, resulting in a patchwork of approaches based on trail conditions, community values, and agency capacity. Some jurisdictions allow Class 1 e-bikes on natural-surface trails (e.g., Jefferson County Open Space), while others permit limited or zone-specific access (e.g., City of Boulder Open Space and Mountain Parks; City of Durango), and several continue to prohibit e-bikes on non-motorized singletrack (e.g., Summit County). At a more local scale, neighboring jurisdictions have taken recent actions to clarify their positions: the West Avon Preserve has updated its policy to allow Class 1 e-bikes on designated trails, and the town of New Castle

has submitted formal correspondence to the Bureau of Land Management expressing support for allowing Class 1 e-bikes on connected federal trail systems. These actions highlight an emerging trend toward class-specific allowances and underscore the importance of regional coordination where trail systems cross jurisdictional boundaries.

Under current Town of Eagle code, electric bicycles are already permitted on paved recreation paths and on-street bicycle facilities within the Town of Eagle, consistent with Colorado state law. The Town's municipal code adopts the state-defined e-bike class system and allows Class 1, Class 2, and Class 3 e-bikes on shared-use paths unless otherwise restricted. In contrast, e-bikes are currently prohibited on natural-surface trails within Town-owned Open Space, where trails are designated as non-motorized.

**The current discussion does not propose changes to existing allowances on paved paths, but instead focuses exclusively on whether the Town should consider amending policy to allow Class 1 e-bikes on natural-surface trails.** This approach mirrors that of many Colorado jurisdictions, which permit e-bikes on paved facilities while applying separate, site-specific considerations to non-motorized trail systems. Current Town regulations governing electric assisted bicycles can be found in [Town of Eagle Municipal Code Section 11.13 – Electric Assisted Bicycles](#).

#### State of Colorado Policy

At the state level, Colorado statute (C.R.S. 42-1-102 and 42-4-1412) defines the three e-bike classes and allows Class 1 and 2 e-bikes on bicycle and pedestrian paths unless a local authority adopts a restriction. While these statutes were written to apply specifically to paved rec paths, these definitions form the legal basis for most local management decisions on all trail types.

In May 2025, the Colorado Legislature passed HB25-1197 (Sale of Electrical Assisted Bicycles Requirements). The act introduced seller disclosures and truth-in-advertising provisions effective in 2025 and requires multi-mode e-bikes to carry labels identifying the highest class (or each class) by January 1, 2027. It also requires battery certification by an accredited lab. These updates improve enforcement clarity and help land managers implement class-based policies.

#### Federal Policy

At the federal level, both the Bureau of Land Management (BLM) and U.S. Forest Service (USFS) consider e-bikes to be motorized uses by default, unless designated otherwise through site-specific planning:

- BLM's 2020 E-Bike Rule (43 CFR 8340.0-5) allows Class 1–3 e-bikes to be authorized on non-motorized roads and trails only after a NEPA-supported decision. The rule does not automatically open any trails.
- Under the USFS Travel Management Rule (36 CFR 212), e-bikes require a similar designation process, including environmental analysis and public involvement.

The Bureau of Land Management (BLM) has clarified that its forthcoming National Environmental Policy Act (NEPA) analysis evaluating the potential allowance of Class 1 pedal-assist e-bikes will be conducted at the Colorado River Valley Field Office scale, rather than being limited to individual Special Recreation Management Areas (SRMAs). This represents a shift from earlier discussions that focused more narrowly on specific, high-use trail systems adjacent to the Town of Eagle.

Under this approach, BLM intends to evaluate non-motorized trail use policies broadly across the field office, with the understanding that area-specific exclusions or management distinctions may be developed as alternatives based on resource conditions, wildlife concerns, or visitor-use conflicts identified during public scoping. A public scoping period is anticipated to begin in February and will inform the range of alternatives analyzed.

While staff reviewed a wide range of studies and policies, the research presented here is not exhaustive. The science and management guidance surrounding e-bikes is still evolving, and many questions remain under active study. As technology, rider behavior, and trail-use patterns continue to change, new information will likely emerge. Council members are encouraged to consult additional sources they trust and to consider this analysis as part of a broader, ongoing conversation about how best to manage this growing form of recreation.

### **Community Input:**

To help inform this assessment and ensure that any potential policy changes reflect community values, staff collected a broad range of input from residents, trail users, partner agencies, and local organizations. This included both quantitative and qualitative data gathered through multiple years of surveys and direct stakeholder outreach.

Materials reviewed as part of this process include:

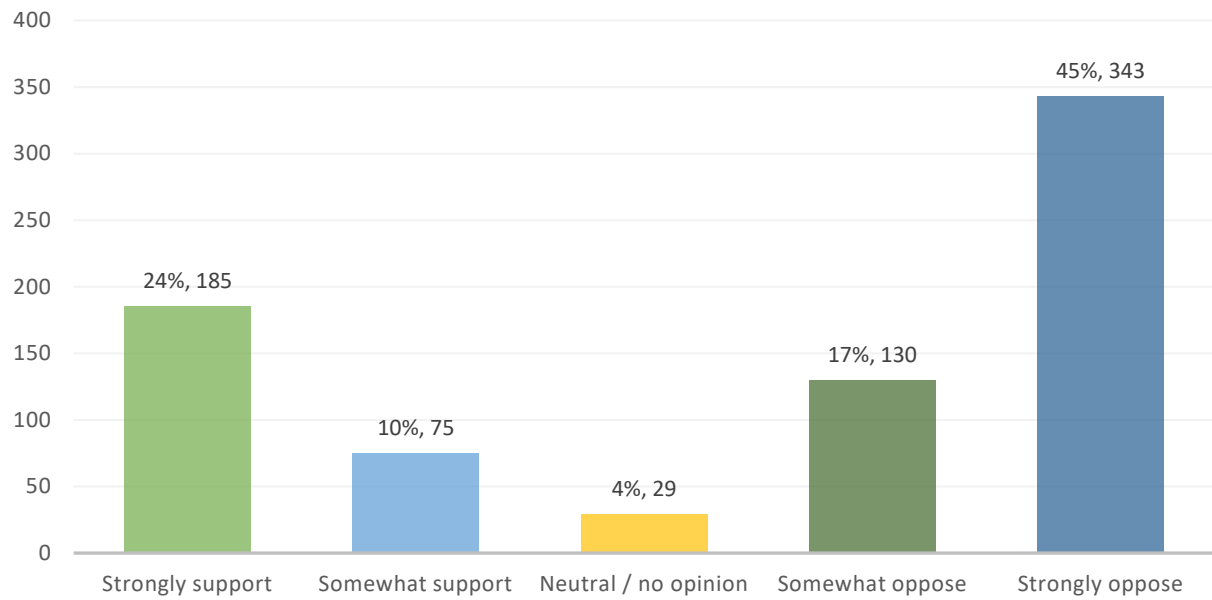
- 2025 Community Survey
- Open House Feedback
- 2023 Community Survey – Data Collected during the Open Space and Trails Master Plan process.
- Stakeholder correspondence and letters

#### ➤ 2025 Survey

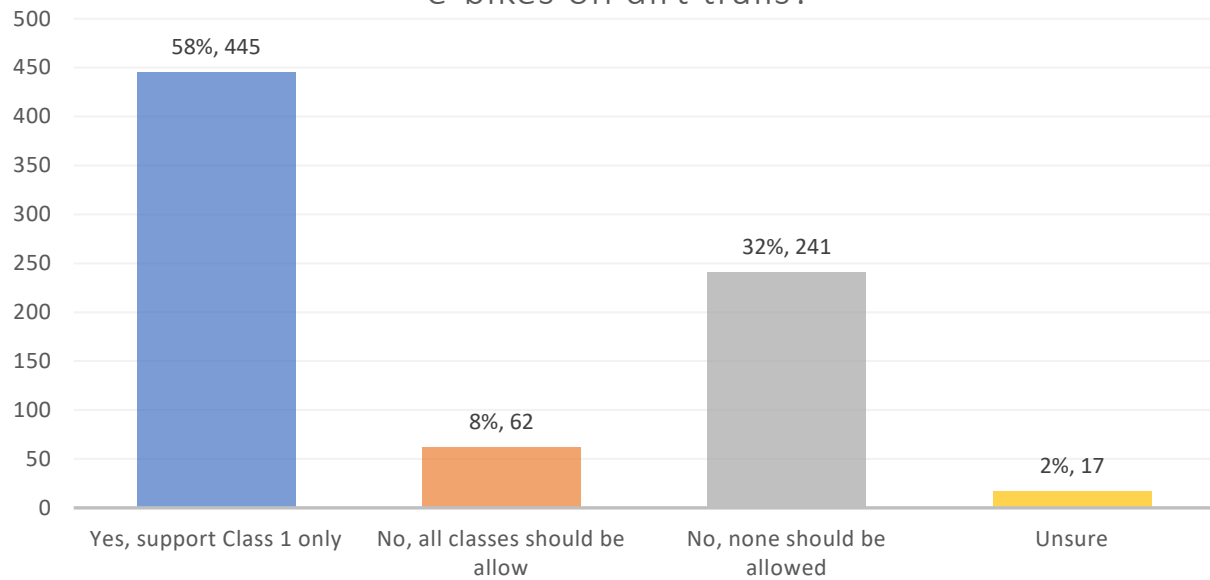
The town collected extensive community feedback through an online survey that ran September through December 2025. In total 765 participants engaged with the survey indicating a high level of public interest in the topic. Respondents demonstrated a strong familiarity with e-bike classifications, and many provided detailed comments about safety, wildlife, user experience, and accessibility.

Survey results indicated a community divided on whether e-bikes should be allowed on natural-surface trails in general but showed more support for allowing only Class 1 if access is permitted. Survey responses showed a clear preference for allowing Class 1 only if any access is permitted. A majority of respondents opposed allowing all classes of e-bikes on natural-surface trails (see graph below); however, 58.2% supported allowing Class 1 e-bikes only. Smaller percentages supported allowing all classes (8.1%) or allowing none (31.5%). Safety was the most frequently cited concern, particularly around speed differentials and uphill passing on narrow singletrack. Other common concerns included wildlife impacts, trail wear, and changes to the user experience. Supportive comments emphasized accessibility for older adults and riders with physical limitations, regional consistency with neighboring jurisdictions, and reducing vehicle trips to trailheads.

Do you support or oppose allowing electric assisted bicycles (all classes) on dirt-surface trails in the Town of Eagle?



Some land management agencies only allow Class 1 e-bikes (pedal assist only, no throttle, motor stops at 20 mph) on dirt surface trails. Do you support the Town of Eagle following suit and allowing only Class 1 e-bikes on dirt trails?



It's important to note that this survey was conducted as an open-link, non-scientific survey, meaning any individual with access to the link could participate. The survey was shared widely by multiple stakeholders and community groups, which helped generate a large response sample but also means the results cannot be interpreted as a statistically representative poll of all Town residents. Instead, the survey provides directional insight into the themes, concerns, and values expressed by engaged community members. Council should consider this feedback as one component of a broader body of information, rather than as an election or formal vote.

The survey results are available as **Attachment B**.

- Open House – November 4<sup>th</sup>, 2025, Brush Creek Pavilion

The Town hosted an in-person community open house to gather additional input on the potential allowance of e-bikes on natural-surface trails. Participants provided written comments reflecting both support and concern, generally aligning with themes seen in the community survey.

Supportive themes included:

- Improved access and inclusivity for older adults and individuals with physical limitations.
- Ability for mixed-ability groups to recreate together.
- Potential economic benefits, including increased visitation and support for local bike shops.
- Belief that Class 1 e-bikes do not substantially change trail speed or physical impacts relative to a strong traditional mtb rider

- Desire for regional consistency, noting nearby communities that allow Class 1 e-bikes.
- Opportunities to spread out users, extend trail reach into BLM land, and improve overall recreation experiences.
- Some support for allowing all classes, citing comparisons to other mtb destinations.

Opposition themes included:

- Safety concerns, particularly uphill speed, cornering, and interactions with hikers.
- Fear of trail degradation, increased use, and potential erosion.
- Concerns about wildlife disturbance, fragmentation, and expanded zones of influence.
- Limited enforcement capacity and skepticism about the towns ability to regulate classes.
- Worries about user experience, noise, and crowding.
- Fear of “slippery slope” leading to OHVs or Moab-style recreation pressures.
- Risks associated with less experienced riders accessing remote terrain through motor assistance.

Overall, the open house comments mirrored the survey’s split perspectives, reinforcing safety, wildlife, enforcement, and user-experience as primary considerations, with strong support noted around accessibility, consistency, and evolving recreation demand. Open House comments are recorded as **Attachment C**.

- Stakeholder Feedback

Staff engaged with key partner organizations and land managers to understand perspectives related to safety, conservation values, enforcement feasibility, and regional consistency. While stakeholders expressed a range of views, most supported or were open to Class 1 e-bike access if paired with clear etiquette expectations, coordinated management with the BLM, and appropriate consideration of conservation easements and wildlife needs. Safety, education, and clarity around allowable classes were the most consistently noted priorities across groups. Full stakeholder letters and notes are included in **Attachment D** for reference.

- 2023 Survey

As part of the 2023 Open Space & Trails Master Plan process, the Town conducted a broad community survey that received 802 responses, with 76% from Eagle residents. This earlier survey asked a single, general question about increasing e-mountain bike access on non-motorized dirt trails. A majority, 57.5%, did not support expanded access, while 42.5% indicated support, with nearly identical results among Eagle residents. Because the question did not distinguish between different e-bike classes, the wording may have contributed to confusion or broad opposition, a pattern reflected in the 2025 survey where respondents showed general disagreement with allowing all classes of e-bikes, but substantially more support for a limited Class 1 only allowance. Open-ended comments in 2023 echoed familiar themes, safety, wildlife disturbance, trail wear, and increased use, alongside support related to access and inclusivity. These 2023 findings serve as an informative baseline and highlight how class-specific questions provide more meaningful insight into community sentiment. Results of the 2023 Survey are available as **Attachment E**.

- Community Input Summary

In summary, community and stakeholder feedback on e-bike access is broad, diverse, and deeply engaged, but several areas of common ground clearly emerged. Across surveys, open-house comments, and stakeholder conversations, respondents consistently emphasized the importance of safety, trail etiquette, wildlife protection, and clear, consistent rules, regardless of whether they supported or opposed additional e-bike access. Many recognized the need for regional coordination with BLM and partner agencies, and a shared interest in maintaining high-quality recreation experiences for all users. While views differ on whether and where Class 1 e-bikes should be permitted, the collective input reflects a community that values its open spaces and seeks a balanced approach that supports access, protects natural resources, and avoids user conflict.

### **Budget/ Staff Impact:**

At this stage, staff anticipated minimal direct budget impacts associated with adapting e-bike policy on natural surface trails. The primary costs would be related to signage, public education, and interagency coordination.

Potential budget and staff consideration includes:

- Signage updates: installation or modification of regulatory signs at trailheads and intersections to clarify allowable classes. Estimated costs would vary based on placement and design but are expected to be modest and could be absorbed into routine signage replacement budgets.
- Public education and outreach: Time required for staff to develop and distribute educational materials, both in-house and through regional partners, focused on trail etiquette, speed management, and yielding expectations.
- Interagency coordination: Ongoing staff time spent working with the BLM, Eagle County, EVLT, and local organizations to ensure consistent messaging and enforcement across shared trails.
- Monitoring and evaluation: Staff time to observe trail-use patterns, user interactions, and overall compliance if any policy change is implemented.

No substantial capital costs are anticipated, and no additional staff positions would be required if the Town were to move forward with a Class 1 e-bike policy. If no changes are adopted and the current prohibition remains in place, operations would continue under business-as-usual conditions with no additional budget or staff impacts. If changes are implemented, most associated efforts could be absorbed within the existing workload of the Open Space & Trails program, with the potential for volunteer groups and partner organizations to assist with education and monitoring efforts.

### **Strategic Plan Alignment:**

This assessment aligns directly with the **Policy Considerations** identified in the **Town of Eagle Open Space & Trails Master Plan (2022)**, particularly **P1 – E-Bikes**, which states: *“Continue to evaluate e-bike policies on non-motorized trails in the system. The ultimate policy should be consistent system-wide to minimize confusion.”*

(Master Plan reference: **P1**, Policy Considerations section)

In addition, this assessment is in line with many other general goals outlines in the 2022 Open Space and Trails Master Plan including but not limited to:

- **Goal: Provide appropriate recreational opportunities**  
The Plan calls for offering a variety of trail experiences that meet the needs of different user groups while ensuring responsible recreation. Evaluating Class 1 e-bike access is consistent with this goal, particularly as it relates to accessibility, inclusivity, and emerging recreation technology.
- **Goal: Strategically evaluate support for new recreational opportunities**  
The Plan directs the Town to weigh recreational opportunities against wildlife habitat, resource sensitivity, system connectivity, and user experience. The e-bike assessment directly reflects this directive through its ecological analysis, community/stakeholder input, and interagency coordination.
- **Goal: Provide equitable access to open space and trails**  
The Plan highlights inclusivity and accessibility for all residents and visitors. Community feedback shows that Class 1 e-bikes can expand access for older adults, people with physical limitations, and families—aligning with this equity objective.

Overall, this project is consistent with the Master Plan’s direction to foster a balanced, well-communicated, and environmentally responsible trail system that adapts to changing technology and community needs while safeguarding wildlife habitat and natural resources.

### **OSRAC Deliberation and Motion Summary (February 3, 2026)**

At its February 3, 2026 meeting, OSRAC conducted a structured deliberation regarding the potential allowance of Class 1 pedal-assist e-bikes on Town-owned natural-surface open space trails. To support a clear and balanced discussion, staff proposed a two-option framework to organize committee input and guide motion development.

#### **Option 1 – Conditional Allowance with Active Management**

This option would recommend allowing Class 1 pedal-assist e-bikes on Town-managed natural-surface trails, contingent upon conditions such as coordination with the Bureau of Land Management (BLM), education and trail etiquette messaging, monitoring of impacts, and a commitment to revisit the policy if unintended effects occur. Proponents emphasized adaptive management, flexibility, and proactive planning in response to emerging recreation technologies.

#### **Option 2 – Maintain Current Prohibition with Defined Triggers for Reconsideration**

This option would recommend maintaining the existing prohibition on e-bikes on natural-surface trails, while identifying clear circumstances under which the issue could be revisited in the future. This approach was framed as preserving the status quo while acknowledging that policy should remain responsive to changing conditions, including actions by adjacent land managers.

#### **Committee Member Perspectives**

During a round-robin discussion, committee members articulated differing perspectives:

- **Three voting members expressed conceptual support for Option 1**, citing accessibility and inclusivity benefits, research indicating comparable trail impacts between Class 1 e-bikes and traditional mountain bikes, and the opportunity to proactively manage a form of recreation that is already occurring on the landscape. These members emphasized education, trail etiquette, monitoring, and adaptive management as key tools.

- **Four voting members expressed conceptual support for Option 2**, emphasizing safety concerns, trail durability (including local soil conditions), wildlife disturbance, enforcement challenges, and uncertainty around implementation and compliance. One alternate member also participated in deliberation and expressed support for Option 2; alternates do not vote unless seated.

Throughout the discussion, members on both sides stressed the importance of regional coordination, clear triggers for future reconsideration, and Council’s role as the ultimate decision-making authority. While the final vote adopted Option 2 by a 5–2 margin, deliberation reflected a closer conceptual split of 4–3, with one member who supported Option 1 ultimately voting for Option 2 due to the inclusion of clearly defined thresholds for future reconsideration.

### **Final Motion Adopted by OSRAC**

Following discussion and refinement of motion language, OSRAC adopted the following recommendation:

***Maintain the current prohibition on e-bikes on natural-surface open space trails.** This approach preserves the status quo and leaves the door open for future consideration when updating or amending the Town of Eagle Open Space and Trails Master Plan or related policies. Reconsideration of Class 1 e-bike use may also occur if other trail-use changes are proposed or decided by the Bureau of Land Management.*

### **Recommend Action or Proposed Motion:**

**Staff requests Council direction on a two-phase approach:** first, whether and how the Town should participate in the Bureau of Land Management’s upcoming public scoping process related to potential Class 1 e-bike authorization on Town and adjacent federal trails; and second, whether staff should return at a later date with potential policy or code amendments around allowable trail uses for Council consideration, depending on the outcome of the BLM’s decision and the need for alignment across shared trail networks.

### **Attachment Links**

[Attachment A: E-Bike Research Document](#)

[Attachment B: 2025 Survey Results](#)

[Attachment C: Open House Response](#)

[Attachment D: Stakeholder feedback notes and letters](#)

[Attachment E: 2023 Survey Results](#)

[Attachment F: Hardscrabble Trail Coalition Letter of Support](#)

Eagle Town Council  
Alex Smiley, Open Space and Trails Manager  
OSRAC Board Members  
1050 Chambers Ave  
Eagle, CO 81631



November 1, 2025

Dear Eagle Town Council, Alex, OSRAC Board

On behalf of the Hardscrabble Trails Coalition (HTC) we would like to offer our support for Class 1 E-bikes on Town of Eagle Open Space Trails and surrounding Bureau of Land Management trails that permit mechanized travel.

Hardscrabble Trails Coalition (HTC) is a 501(c) 3 not-for-profit volunteer organization committed to maintaining and improving high-quality non-motorized trail experiences for existing and future generations near Eagle and Gypsum, Colorado.

**Why we are supportive of Class 1 (pedal ASSIST only, no throttle) E-Bikes**

- **Class 1 E-Bikes are safe, proven, and well-studied**

The BLM's most recent environmental review in Moab, Utah—one of the most heavily used trail systems in the country—found no significant environmental or safety impacts from allowing Class 1 e-bikes. After reviewing speed data, user behavior, and trail wear, the BLM officially approved Class 1 e-bikes on its non-motorized trails. Many other communities have approved Class 1 e-bikes as well, including Jefferson County, Avon (West Avon Preserve) and Fruita.

- **Class 1 E-Bikes can be managed responsibly**

Managing and educating riders is far more effective than ignoring e-bikes. Clear rules mean we can teach good etiquette, trail courtesy, and where Class 1 e-bikes belong.

- **Class 1 E-Bikes keep our trails inclusive and connected**

Class 1 e-bikes open doors for people recovering from injury, aging riders, kids, and those who simply need a little help on the climbs. It allows more residents and visitors to experience our trail system together—without changing the character of the experience of the trails.

Allowing Class 1 e-bikes on Town trails, and supporting the BLM's efforts to do the same, aligns Eagle with federal land management policy and reflects how people already recreate today. HTC is ready to help educate riders, share information, and keep our trails respectful and sustainable for everyone.

Sincerely,

Laura Turitz, President  
Charlie Brown, Vice President  
Marshall Troutner, Treasurer  
Nicky Asselin, Secretary  
Brent Wambach, Board Member

Hardscrabble Trails Coalition  
[www.hardscrabbletrailscoalition.org](http://www.hardscrabbletrailscoalition.org)



March 23, 2026

Bureau of Land Management  
Colorado River Valley Field Office  
2300 River Frontage Road  
Silt, CO 81652

RE: Scoping Comments – Class 1 E-Bike Use on Non-Motorized Trails

Dear Colorado River Valley Field Office,

The Town of Eagle appreciates the opportunity to provide comments during the scoping phase of the Bureau of Land Management’s (BLM) evaluation of potential Class 1 pedal-assist e-bike use on designated mountain bike trails within the Colorado River Valley Field Office.

As a gateway community to the Hardscrabble and East Eagle Special Recreation Management Areas, the Town of Eagle maintains a natural-surface trail system that is directly interconnected with BLM-managed trails. Because of this close relationship, any changes to allowable uses on BLM lands have direct implications for how recreation is experienced, managed, and understood across the broader trail network.

As the Town continues to evaluate this issue and consider potential future policy direction, we encourage the BLM to consider the following as part of its analysis:

### **Regional Coordination and Consistency**

Given the interconnected nature of Town, County, and BLM trail systems, consistency in allowable uses, signage, and messaging is critical to minimizing user confusion and unintentional non-compliance. The Town encourages continued coordination throughout the process.

### **User Experience and Safety**

The Town’s community input and regional studies consistently identify safety and user interaction—particularly uphill passing frequency on narrow singletrack—as key concerns. We encourage BLM to evaluate how trail design, directionality, sight lines, and user density may influence these dynamics, and to consider management strategies that support safe and predictable interactions among all users.

### **Wildlife and Spatial Use Patterns**

While research indicates that wildlife responses to e-bikes are generally similar to traditional bicycles, the potential for increased travel distances and expanded use areas warrants careful consideration. Analysis should evaluate whether increased range may extend recreation into more remote or sensitive habitats and whether additional management tools may be necessary to mitigate those effects.

### **Implementation, Education, and Enforcement**

Clear and consistent communication regarding allowable e-bike classes will be essential to successful implementation. The Town encourages BLM to develop a coordinated education and signage strategy across

jurisdictions and to consider how enforcement will be supported, particularly in distinguishing between Class 1 and other e-bike types.

**Adaptive Management and Monitoring**

Given the evolving nature of e-bike technology and recreation patterns, the Town supports an adaptive management approach that includes monitoring, evaluation, and clearly defined triggers for future reassessment if unintended impacts occur.

The Town of Eagle values its ongoing partnership with the BLM and appreciates the opportunity to participate in this process. We look forward to continued coordination as the analysis progresses.

Sincerely,



March 23, 2026

Bureau of Land Management  
Colorado River Valley Field Office  
2300 River Frontage Road  
Silt, CO 81652

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Through recent community engagement, stakeholder outreach, and advisory committee discussions, the Town has heard a wide range of perspectives on this topic. Based on this input, the Town is generally supportive of allowing Class 1 pedal-assist e-bikes on designated trails, provided that implementation is thoughtful, coordinated, and responsive to on-the-ground conditions.

The Town offers the following considerations to help inform BLM’s analysis:

**Regional Coordination and Consistency**

Given the interconnected nature of Town, County, and BLM trail systems, consistency in allowable uses, signage, and messaging is critical to minimizing user confusion and unintentional non-compliance. The Town encourages continued coordination throughout the process.

**User Experience and Safety**

The Town’s community input and regional studies consistently identify safety and user interaction, particularly uphill passing frequency on narrow singletrack, as key concerns. We encourage BLM to evaluate how trail design, directionality, sight lines, and user density may influence these dynamics, and to consider management strategies that support safe and predictable interactions among all users.

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**Implementation, Education, and Enforcement**

Clear and consistent communication regarding allowable e-bike classes will be essential to successful implementation. The Town encourages BLM to collaborate with regional partners to develop a coordinated education and signage strategy across jurisdictions and to consider how enforcement will be supported, particularly in distinguishing between Class 1 and other e-bike types.

**Adaptive Management and Monitoring**

Given the evolving nature of e-bike technology and recreation patterns, the Town supports an adaptive management approach that includes monitoring, evaluation, and clearly defined triggers for future reassessment if unintended impacts occur.

The Town of Eagle values its ongoing partnership with the BLM and appreciates the opportunity to participate in this process. We look forward to continued coordination as the analysis progresses.

Sincerely,



To: Mayor and Town Council  
From: Kyle Brotherton, Planner III  
Date: March 24, 2026

**Agenda Item:** Resolution 18, Series 2026: A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Preliminary Plan, Major Development Permit and Associated Development and Subdivision Improvements Agreement for Red Mountain Ranch, Parcel 1

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**REQUEST:**

**BACKGROUND:**

**ANALYSIS:**

**COMMUNITY INPUT:**

**BUDGET / STAFF IMPACT:**

**STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:**

**RECOMMENDED ACTION OR PROPOSED MOTION:**

**ATTACHMENTS:**

1. Staff Memo
2. Resolution 18, Series 2026
3. RMR Staff Report
4. Draft RMR DSIA
5. RMR Site Plan
6. RMR Design Guidelines
7. Riparian Area Management Plan
8. RMR Wildlife Conservation Plan
9. RMR Annexation and Development Agreement
10. RMR PUD Guide



To: Mayor Woods and Town Council

From: Kyle Brotherton, Interim Community Development Director, Community Development Department

Date: March 24, 2026

Agenda Item: DR25-01, PP25-01; Resolution 18, Series 2026

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**REQUEST:**

To approve the Preliminary Plan and Major Development Permit application for a 66 dwelling unit planned unit development located at 17500 US Highway 6 and pass Resolution 21, Series 2026.

**SUMMARY:**

These Preliminary Plan Major Development Permit applications propose to construct a total of 66 dwelling units on an approximately 17.5-acre parcel. The property is located east/northeast of the Nogal Road and US Highway 6 intersection, north of the Eagle River.

The Community Development Department determined that the proposed Preliminary Plan and Major Development Permit applications are consistent with the following requirements:

- The proposed applications are consistent with and promote the following goals and policies of Elevate Eagle, the Town’s Comprehensive Plan:
  - Policy 1-1.1 Ensure a healthy mix of housing types and densities (e.g. Single-family, duplex, multifamily, mixed use, and accessory dwelling units) to allow for greater diversity.
  - Goal 2-3 Celebrate the Town’s unique small-town character.
  - Policy 2-3.3 Ensure new development builds upon and adds value to Eagle’s unique community character through adherence to high quality standards of design and construction.
  - Goal 2-4 Connect Eagle’s unique neighborhoods physically and visually through a walkable and trail-oriented environment with high-quality wayfinding.
  - Policy 2-4.1 Enhance pedestrian access and amenities, and public gathering areas to promote social interaction.
  - Policy 2-6.5 Work to improve the appearance of developed areas at the Town’s western and eastern edges.
  - Goal 3-1 Promote the Town’s unique activities (e.g. fly fishing, rafting, mountain biking, OHV riding, camping, skiing, snowboarding, snowshoeing, etc.).
  - Goal 3-3 Continue to maintain the incredible trail and park system and find new opportunities for expansion and connections to keep up with the adventurous residents’ lifestyle.
  - Policy 3-3.1 Ensure residents have access to recreation amenities.
  - Policy 3-3.3 Encourage development applications or annexation proposals for property adjacent to public lands to include public access where appropriate.

- Policy 3-5.4    Require new development to provide trail (hiking, biking, motorized) connections to local and regional destinations or existing trail systems.
- Goal 4-2        Find a balance between recreation and preservation along riparian areas to protect habitats and water quality.
- Goal 4-3        Support and demonstrate sustainability.
- Policy 4-3.2    Promote energy efficient designs and building codes that encourage energy conscious lifestyles and reduce overall energy consumption.

- The proposed applications are consistent with the Eagle River Corridor Plan.
- The proposed applications are consistent with the Annexation and Development Agreement.
- The proposed applications are generally consistent with the PUD Guide.
- The proposed applications are consistent with applicable sections of the Town’s Land Use and Development Code.

**STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:**

These Preliminary Plan and Major Development Permit applications support the ‘Invest in Environmental and Energy Sustainability’ goal of the Town’s Strategic Plan by utilizing construction techniques that are lower impact and sustainability focused. These applications also support the ‘Focus on Recreation, Events and Open Space’ goal by providing a trail system throughout the property which connects to the Eagle Valley Trail system and through opening up access to the Eagle River.

**RECOMMENDED ACTION OR PROPOSED MOTION:**

I move to approve file number(s) DR25-01 and PP25-01, Resolution 18, Series 2026, based on the conditions of approval, recommended findings of fact and conclusions of law contained in the staff report and testimony provided.

**ATTACHMENTS:**

- Resolution 18, Series 2026
- Development and Subdivision Improvements Agreement
- Planning and Zoning Commission Staff Report
- Planning & Zoning Resolution 02, Series 2026

**TOWN OF EAGLE, COLORADO**  
**RESOLUTION NO. 18**  
**(Series of 2026)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING WITH CONDITIONS A PRELIMINARY PLAN AND MAJOR DEVELOPMENT PERMIT TO CONSTRUCT A RESIDENTIAL PLANNED UNIT DEVELOPMENT CONSISTING OF 66 TOTAL DWELLING UNITS AT 17500 US HIGHWAY 6

WHEREAS, Griffin Development, LLC owns the real property located at 17500 US Highway 6, Town of Eagle, Eagle County, Colorado (collectively the "Property")

WHEREAS, on January 17, 2025, David Hoffman, Tres Birds (the "Applicant"), submitted an application for approval of a Preliminary Plan and Major Development Permit to construct a 66 unit residential Planned Unit Development;

WHEREAS, on March 17, 2026, the Planning and Zoning Commission held a properly-noticed public hearing to consider the Application, and recommended that the Town Council approve the Application with conditions;

WHEREAS, at a properly-noticed public hearing on March 24, 2026, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

Section 1. Findings. Based on the Application, the recommendation of the Planning Commission, input from Town staff and any public comment received, the Town Council finds that the Preliminary Plan and Major Development Permit applications comply with the applicable criteria in Chapters 4.12 and 4.15 of the Eagle Municipal Code (the "Code"), Elevate Eagle, The Eagle River Corridor Plan, the Annexation and Development Agreement, and the Red Mountain Ranch PUD Guide.

Section 2. Decision. Based on the foregoing findings, the Town Council approves with conditions the Preliminary Plan, Major Development Permit and Development and Subdivision Improvements Agreement.

Section 3. Development and Subdivision Improvements Agreement. The Development and Subdivision Improvements Agreement is hereby approved with conditions in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON March 24, 2026.

TOWN OF EAGLE, COLORADO

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Bryan Woods, Mayor

ATTEST:

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Camille Deering, Town Clerk



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**COMMUNITY DEVELOPMENT DEPARTMENT PLANNING & ZONING STAFF  
REPORT AND CERTIFICATE OF RECOMMENDATION**

**MEETING DATE:** March 17, 2026  
**PROJECT:** Red Mountain Ranch, Parcel 1  
**FILE NUMBER(S):** DR25-01, PP25-01  
**REQUEST:** Major Development Permit and Preliminary Plat approval for a proposed residential project located at 17500 US Highway 6 in the Red Mountain Ranch PUD District. The proposed project will include 66 total dwelling units consisting of 42 townhome units, 12 duplex units, and 12 detached single family units, along with associated parking and open space amenities.

**APPLICANT(S):** David Hoffman, Tres Birds  
**OWNER(S):** Griffin Development, LLC  
**LOCATION:** 17500 US Highway 6  
**PROPERTY SIZE:** 17.5± acres  
**ZONING:** PUD  
**EXISTING LAND USE:** Vacant  
**PROPOSED LAND USE:** Residential  
**STAFF:** Kyle Brotherton, Interim Community Development Director

## BACKGROUND

### Location and Existing Conditions

The 17.5-acre vacant property is situated north of the Eagle River and south of US Highway 6, just east/northeast of the Nogal Road and US Highway 6 intersection. The remainder of the property, consisting of open space tracts which are to remain as such, totals 17.2 acres and was not reviewed as part of this project. The property is located within the Red Mountain Ranch PUD zoning district. The property is also governed by the *Eagle River Corridor Plan* and is depicted as “cluster residential” within the *Eagle River Corridor Plan*.

The immediate area is largely vacant, with a mix of commercial and light industrial uses to the north across US Highway 6 and the Union Pacific Railroad. Additionally, a townhome development exists across US Highway 6 to the west/northwest of the subject property, with Federal Bureau of Land Management (BLM) land existing further to the south across the Eagle River.

### Site History

The subject property is part of a larger planned unit development consisting of six total parcels. The property owners petitioned to annex into the Town in 2017 (AN17-01) and went through the adoption of a planned unit development in 2018 (PUD18-01) as well as a preliminary plat/final plat in 2019 (PPFP19-01). The annexation was approved on September 22, 2020, with the Annexation and Development Agreement (ADA) being entered into on October 23, 2020. The Planned Unit Development (PUD) Guide was adopted alongside the annexation.

The ADA established certain parameters for developing the entire six-parcel development site. Provisions of the ADA include development of potable water and wastewater systems throughout the entire site; establishment of Districts, including but not limited to, a Metropolitan District or others; creation of a Riparian Area Management Plan (RAMP) which includes certain provisions for development of riparian and floodplain areas; stipulations for public river access; and others related to the payment of impact and tap fees, open space tracts, homeowners associations, and real estate transfer assessments. The ADA memorialized the payment of a fee



LOCATION MAP



AERIAL MAP

in lieu of the Local Employment Residency (LERP) requirements and established the vested development rights for the overall project.

The ADA sets forth the following conditions for connections to Town utilities, potable water and wastewater, with potable water being a looped system throughout the entire development site and the wastewater system being a private system. While the Town will provide the subject site water service, the developer shall be responsible for operational costs, maintenance, repair, and replacement of the water main extension until such time the water main is looped through the entire planning area and tied back to the Town's water system. The wastewater system shall be constructed with lift stations that will connect to the Town's public wastewater system. The developer shall be responsible for operation and maintenance of the private wastewater system, and the developer also reserves the right to transfer the operation and maintenance of said system to a Metropolitan district or other entity satisfactory to the Town in the Town's sole discretion. Under no circumstances shall a homeowners' association be responsible for the operation and maintenance of the wastewater system, and the Town shall never be responsible for such as well.

The PUD Guide established the uses throughout the entire development area, along with heights, setbacks, density, and maximum lot coverage areas. The overall development maximums for the entire site are 153 dwelling units; 10,000 square feet of commercial space; an environmental education center of 10,000 square feet; and public and private open space, active and passive parks, and trails.

The subject property is within Planning Area 1, R/PUD-1, and is a residential-only planning area with a maximum permitted density of 97 dwelling units with development to occur on 12.5 acres. Planning Area 1 also includes three open space areas: OS-1 which exists to create a small public riverfront park and soft surface footpaths extending east along the Eagle River; OS-2 which creates specific uses for the river corridor and the adjacent 50-foot land from the average high water mark, including the Discovery Trail; and OS-3 which establishes public open space for land south of the Eagle River. The following are the permitted uses by right within R/PUD-1:

- Single family homes
- Two-family dwelling
- Multiple family residential, including condominiums, townhomes, flats or apartments, and single family or two-family dwelling cluster units on specifically designated lots
- Accessory dwelling unit to owner-occupied single family dwelling
- A Homeowner association owned enclosed storage building
- Home occupation

Childcare facilities are considered special uses, and parks, playgrounds, pools, greenbelts, model homes and sales offices, pedestrian and bicycle trails, and detached garages are considered accessory uses. The PUD Guide also states that the density across the site should generally go from highest to lowest from west to east across the site.

The maximum heights established in the PUD Guide are 35' for single family and two-family dwellings, and 40' for multi-family buildings. The setbacks established by the PUD Guide are as follows:

- From Highway 6 right-of-way line: 50' for habitable buildings; 25' for non-habitable buildings (garages) and for surface parking areas
- Front: 10' from the front property line
- Side: 7.5' for single family, two-family, and multi-family buildings
- Rear: 10'
- Stream: 75' as defined in PUD Guide
- Supplementary setback requirements: 30 inches into a required setback for roof eaves, bay window elements, and similar features.

The RAMP, which was submitted and will be part of this approval, contains management plan concepts, best management practices, management of weeds and invasive species, and maintenance and monitoring. The RAMP further reinforces the 75' stream setback from the high-water mark, or the 100-year floodplain, to ensure that riparian areas are protected from development. Additionally, practices are included within the RAMP to utilize natural drainage patterns and the use of swales instead of traditional stormwater systems; the restoration of native vegetation within the stream setback; proactive efforts to remove weeds and invasive plants; and protections for wildlife. The RAMP also includes a list of recommended native plants, noxious and invasive plants of concern, and maps detailing the general areas of wetlands and other vegetated areas within the entire project area, including the subject property in Planning Area 1. Development on Planning Area 1, as well as throughout the entire site, shall comply with the provisions contained in the RAMP.

Within the subject property, numerous wildlife species were mapped as being within or near the property, including an active bald eagle's nest and raptor's nest. This information necessitated the requirement for a wildlife conservation plan to be created and submitted for review and approval. While some species, such as elk and black bears, are considered as high-priority to Colorado Parks and Wildlife (CPW), the areas within or around the project site are considered to be de minimis when the overall areas are taken into consideration. However, bald eagles are protected by the federal Bald and Golden Eagle Protection Act. Typically, bald eagle's nests are not permitted to be disturbed; however, the United States Fish and Wildlife Service (USFWS) has the jurisdiction to issue general permits that allow the incidental taking of bald eagles provided certain conditions are met. The general permit is included as an exhibit in the included wildlife conservation plan, and all provisions of the wildlife conservation plan and the general take permit shall be followed during construction.

## **DEVELOPMENT PROPOSAL**

The request is to construct a total of 66 dwelling units comprised of a mix of 42 townhome units, 12 duplex units, and 12 detached single family units. The project contains 266 parking spaces, 250 of which are for the units and the remaining 16 are on-street parking spaces. The minimum number of parking spaces required per the Land Use and Development Code (LUDC) is 198 spaces, which is based on the number of bedrooms in each dwelling unit.

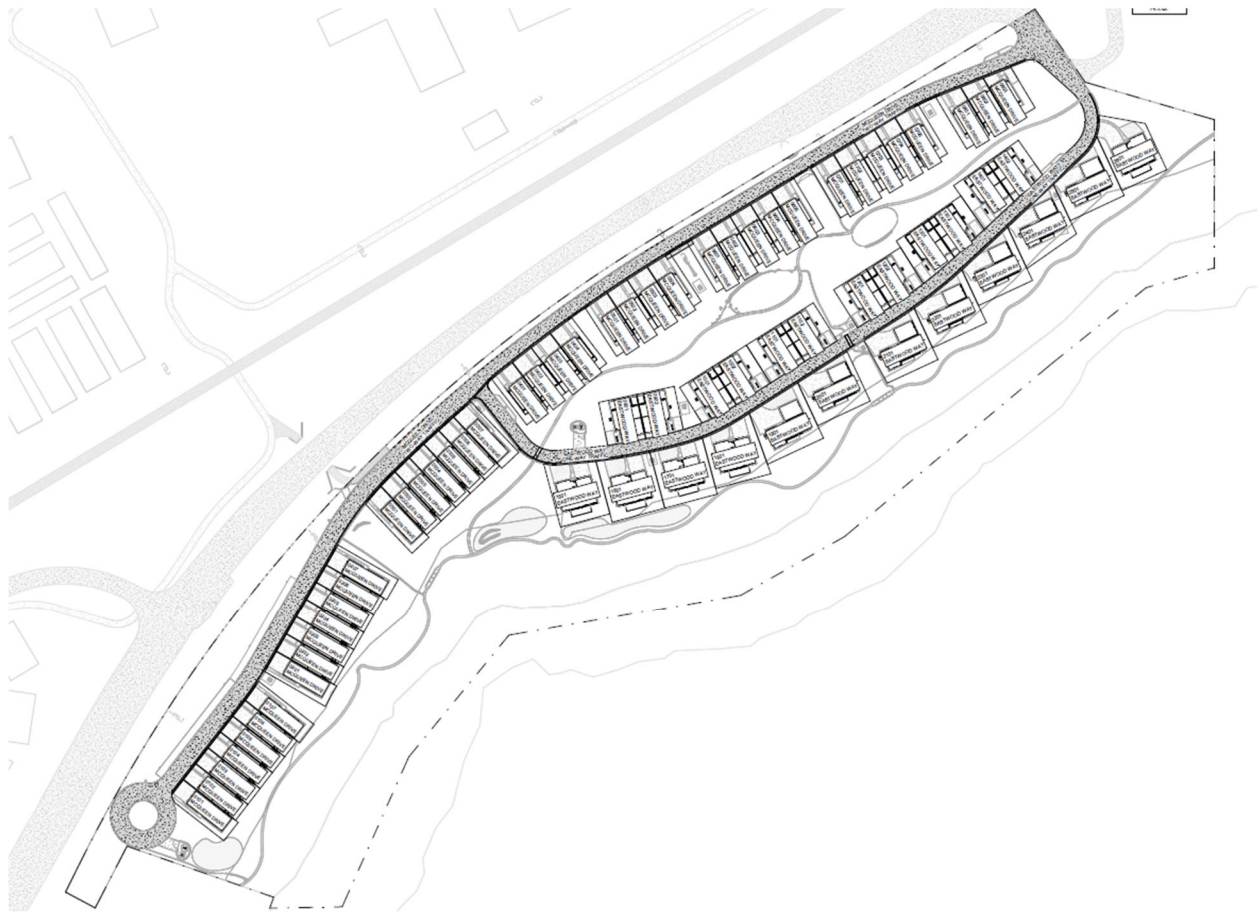
The townhome units are situated along the north and west of the property, generally parallel to US Highway 6, with duplexes positioned generally along the eastern half of the property, south of the townhomes. The single family homes are also positioned generally along the eastern half of the property and are south of the duplexes. This density pattern of the highest-density units towards US Highway 6 and the western portion of the site blends to lower-density single family homes while working east and south, meeting the intent of the original PUD Guide.

Vehicular access to the property is provided from the northeast corner, where there is an existing driveway. Internal site circulation comes from two private roads: McQueen Drive and Eastwood Way. McQueen Drive runs generally parallel to US Highway 6 along the north of the property, is a two-way road, and contains a cul-de-sac at the western terminus. Eastwood Way, which intersects at the approximate midpoint of McQueen Drive, is a one-way road that runs south then east, and then connects to McQueen Drive, making an internal loop around the property.

The subject site contains a soft-trail system, the Discovery Trail, that connects to the OS-1 parcel to the southwest and will connect to the C/PUD-1 parcel to the east/northeast at such time that parcel is developed. The trail has connections to McQueen Drive and Eastwood Way, and a connection is proposed to be provided to the Eagle Valley Trail utilizing an existing culvert under US Highway 6.



*Conceptual rendering (tres birds/David Hoffman)*



General site plan (tres birds/David Hoffman)

## ANALYSIS

The proposed project is subject to the requirements of the Annexation and Development Agreement (ADA) which is described in the Site History section above, and must also comply with *Elevate Eagle*, the Town's Comprehensive Plan; the *Eagle River Corridor Plan*; the Red Mountain Ranch PUD Guide; the Red Mountain Ranch Design Guidelines; and all applicable provisions of the Land Use and Development Code. This analysis will walk through those various provisions.

### Elevate Eagle Comprehensive Plan

The proposal is supported by or implements numerous Goals and Policies of *Elevate Eagle*, the Town's Comprehensive Plan, as follows:

- |              |  |
|--------------|--|
| Policy 1-1.1 | Ensure a healthy mix of housing types and densities (e.g. Single-family, duplex, multifamily, mixed use, and accessory dwelling units) to allow for greater diversity. |
| Goal 2-3     | Celebrate the Town's unique small-town character.  |
| Policy 2-3.3 | Ensure new development builds upon and adds value to Eagle's unique community character through adherence to high quality standards of design and construction.        |

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Goal 2-4	Connect Eagle’s unique neighborhoods physically and visually through a walkable and trail-oriented environment with high-quality wayfinding.
Policy 2-4.1	Enhance pedestrian access and amenities, and public gathering areas to promote social interaction.
Policy 2-6.5	Work to improve the appearance of developed areas at the Town’s western and eastern edges.
Goal 3-1	Promote the Town’s unique activities (e.g. fly fishing, rafting, mountain biking, OHV riding, camping, skiing, snowboarding, snowshoeing, etc.).
Goal 3-3	Continue to maintain the incredible trail and park system and find new opportunities for expansion and connections to keep up with the adventurous residents’ lifestyle.
Policy 3-3.1	Ensure residents have access to recreation amenities.
Policy 3-3.3	Encourage development applications or annexation proposals for property adjacent to public lands to include public access where appropriate.
Policy 3-5.4	Require new development to provide trail (hiking, biking, motorized) connections to local and regional destinations or existing trail systems.
Goal 4-2	Find a balance between recreation and preservation along riparian areas to protect habitats and water quality.
Goal 4-3	Support and demonstrate sustainability.
Policy 4-3.2	Promote energy efficient designs and building codes that encourage energy conscious lifestyles and reduce overall energy consumption.

### **Staff Findings**

Based on the above goals and policies, the proposed project meets the intent of *Elevate Eagle*, the Town’s Comprehensive plan by aiming to create a mix of housing types while respecting the riparian areas and maintaining numerous recreational activities. Additionally, the development is clustered generally towards the middle of the project site and will create an attractive environment where currently the property is vacant and shows remnants of past gravel mining activity that occurred. The proposal includes drainage swales to treat stormwater runoff before it returns to the Eagle River. Also included within the proposal are a series of soft surface trails that are internal to the site, and which connect to the OS-1 parcel to the west/southwest and will connect to the C/PUD-1 parcel to the east/northeast at such time that parcel is developed. Lastly, a connection is proposed that connects the subject property to the Eagle Valley Trail to the north through an existing culvert under US Highway 6.

### **Eagle River Corridor Plan**

The *Eagle River Corridor Plan* envisions future development on the subject property to be Cluster Residential. Included in the intent of the Cluster Residential designation are the development of smaller neighborhoods consisting of smaller single-family homes and duplexes arranged around common open space. Additionally, public open space should be designed into the neighborhoods, including soft trail systems, which connect throughout the neighborhoods and to existing trails such as the Eagle Valley Trail. Finally, the *Eagle River Corridor Plan* states that

the lands south of the Eagle River are incompatible with development, and with private lands abutting BLM land, these lands should be preserved in their natural state to protect riparian environments and wildlife habitats.

### **Staff Findings**

The proposal as designed meets the intent of the Cluster Residential designation contained within the *Eagle River Corridor Plan*. Development consists of single family homes, duplexes, and townhomes, and are generally located near the middle of the project site. Included in the design are soft trail systems throughout the property, and a connection to the Eagle Valley Trail utilizing an existing culvert under US Highway 6. The PUD Guide and ADA also include provisions for public river access for catch-and-release fly fishing.

### **Red Mountain Ranch PUD Guide**

The Red Mountain Ranch PUD Guide, adopted in 2020, set general development guidelines for the entire development site which contains six total planning areas. Applicable to this project is Planning Area 1, specifically R/PUD-1, OS-1, OS-2, and OS-3.

R/PUD-1 established the maximum density for the subject property, along with uses by right, special uses, accessory uses, minimum setbacks, maximum building heights, and maximum lot coverages. The site design of utilizing higher-density townhomes to the west of the property, and generally parallel to US Highway 6, while incorporating the lower-density duplexes and single family homes to the east and south meets the intent of the PUD Guide.

### **Staff Findings**

The proposed project meets the overall intent of the PUD Guide with respect to R/PUD-1 which is the applicable planning area for this proposal. There were inconsistencies with the first submission of the project with regard to setbacks not meeting those established within the PUD Guide and accessory dwelling units not being permitted. Subsequent resubmissions have addressed these comments along with the submission of the Red Mountain Ranch Design Guidelines, which revises the original PUD Guide and is further detailed below.

### **Red Mountain Ranch Design Guidelines**

As part of this project, the Red Mountain Ranch Design Guidelines vary from the overall Red Mountain Ranch PUD Guide and will require a separate amendment to that underlying zoning document. The revised Design Guidelines provide setbacks for each type of housing: townhomes, duplexes, and single family. The setbacks established in the Design Guidelines are as follows:

#### **Townhomes:**

- Front – 10'
- Side – 7'6"
- Side Interior – 0'
- Rear – 10'

#### **Duplexes:**

- Front – 2’6”
- Side – 7’6”
- Side Interior – 0’
- Rear – 10’

#### Single Family:

- Front – 2’6”
- Side – 7’6”
- Rear – 10’

The revised Design Guidelines also add clear specifications for lot coverage and minimum lot sizes based on housing type and include provisions for the minimum garage size for each housing type. These additions addressed additional comments related to parking within the project.

The Red Mountain Ranch Design Review Board will review proposed projects within the overall project area to ensure that projects meet the Red Mountain Ranch Design Guidelines.

#### **Staff Findings**

The proposed project meets the intent and the requirements of the revised Red Mountain Ranch Design Guidelines. The setbacks shown on the site plans meet the requirements of the Design Guidelines. Garage sizes have been revised to meet the minimum sizes included in the Design Guidelines as well, and the provision for accessory dwelling units as a permitted use within Planning Area 1 has been clarified. However, due to discrepancies with the underlying PUD Guide zoning, a subsequent Major PUD Amendment will need to be processed in order for the Design Guidelines to be permissible.

#### **Land Use and Development Code**

The Town’s Land Use and Development Code (LUDC) applies to portions of development where the PUD Guide and Design Guidelines are silent or specifically refer to the LUDC. Parking and subdivision requirements found in Chapter 4.12 and Chapter 4.15 of the Town’s LUDC are the only applicable LUDC provisions, as the Red Mountain Ranch Design Guidelines dictate all other design and development requirements.

The proposed Preliminary Plat generally complies with the subdivision standards contained within Chapter 4.15 of the LUDC. Each proposed dwelling unit has access to private right-of-way, but the PUD Design Guidelines, which will need to be adopted through a Major PUD Amendment process, provide for site-specific setbacks. The PUD Design Guidelines also specify the minimum site area square footages, which is appropriate for a PUD zoning district.

The proposed project provides 266 total parking spaces of which 250 are for the individual units and 16 are provided along the north side of McQueen Drive as on-street parking. Parking spaces meet the minimum size requirements of 9’x19’. The LUDC calculates a minimum number of parking spaces based on the total number of bedrooms contained within a dwelling unit. For a dwelling unit that has less than three bedrooms, the minimum required parking is two spaces per

dwelling unit; a dwelling unit that has three or more bedrooms is required to provide three spaces per dwelling unit.

Based on the bedrooms provided within the overall proposal, a minimum of 198 parking spaces is the minimum required. Additionally, bicycle parking is not required.

### **Staff Findings**

The proposed project meets the LUDC requirements for subdivisions in that each proposed lot has direct access to a right-of-way. Amendments are needed to the PUD Guide to provide for site-specific setbacks for vehicle parking and contains a total of 266 vehicle parking spaces. Each proposed unit contains garages for the parking of two vehicles, and outdoor parking within the driveway or an outdoor parking space(s) adjacent to the driveway or garage total 250 of the overall spaces. To the west end of McQueen Drive and between US Highway 6 and McQueen Drive, 16 on-street parking spaces are provided for visiting guests.

### **RECOMMENDATION**

The Community Development Department, having reviewed all materials submitted by the applicant and the requirements of the Annexation and Development Agreement, Red Mountain Ranch Design Guidelines, and the Land Use and Development Code, recommends the following findings of fact and conclusions of law.

#### **Recommended Findings of Fact**

1. The 17.5-acre vacant property is located south of US Highway 6 and north of the Eagle River, just east/northeast of the Nogal Road and US Highway 6 intersection.
2. The subject property is located within the Red Mountain Ranch Planned Unit Development.
3. The proposal generally meets the Town's subdivision standards, with PUD specific amendments incorporated into the proposed PUD Design Standards.
4. The proposal is to construct 66 total dwelling units consisting of 42 townhome units, 12 duplexes, and 12 detached single family dwellings.
5. The project proposes to include a total of 266 parking spaces, of which 250 are associated with the dwelling units and 16 are on-street parking.
6. Access to the subject property will be from the northeast corner of the property accessing US Highway 6.

#### **Recommended Conclusions of Law**

1. The development proposal is consistent with and furthers the goals and policies of *Elevate Eagle*, the Town's Comprehensive Plan.
2. The development proposal is consistent with the *Eagle River Corridor Plan*.
3. The development proposal is consistent with the Red Mountain Ranch Design Guidelines, as submitted for approval.
4. The development proposal is consistent with applicable provisions of the Town's Land Use and Development Code.

Based on the above recommended findings of fact and conclusions of law, the Community Development Department recommends **APPROVAL** of applications DR25-01 and PP25-01, subject to the following conditions:

**Conditions of Approval**

1. That, prior to final plat acceptance, a Development and Subdivision Improvements Agreement (DSIA) shall be signed and executed by the Town of Eagle and Griffin Development, LLC, or their successors.
2. That, prior to final plat acceptance, applicable permits from the Colorado Department of Transportation are acquired for connection to Town utilities and the Eagle Valley Trail.
3. That, prior to final plat acceptance, applicable permits from the Union Pacific Railroad are acquired for connection to Town utilities and the Eagle Valley Trail.
4. That, prior to final plat acceptance, a public utility plan is reviewed and accepted by the Town Engineer or their designee.
5. That, prior to final plat acceptance, an updated wildlife conservation plan, or standalone plan, subject to acceptance by the Town's wildlife biologist, that adequately details how applicable USFWS monitoring, tracking, and reporting requirements shall be met throughout development of the site.
6. That, prior to final plat acceptance, a Major PUD Amendment has been approved by the Town.
7. That, prior to final plat acceptance, the conditions of approval as outlined in the March 4, 2026, letter from Karp Neu Hanlon, P.C. have been satisfied.

**PLANNING & ZONING RECOMMENDED MOTION**

"I move to recommend approval of file numbers DR25-01 and PP25-01, Resolution 02, Series 2026, with the listed conditions of approval, based on the testimony provided and the recommended findings of fact and conclusions of law as detailed in the staff report."

Prepared by Community Development Department:

Kyle Brotherton  
Interim Community Development Director

ATTACHMENTS:

Resolution 02, Series 2026  
Development and Subdivision Improvements Agreement (DSIA)  
Site Plans  
RMR Design Guidelines  
RMR PUD Guide  
Riparian Area Management Plan  
Wildlife Conservation Plan  
Original Annexation and Development Agreement  
Karp, Neu, Hanlon Comments Sheet

**DEVELOPMENT AND  
SUBDIVISION IMPROVEMENTS AGREEMENT  
BY AND BETWEEN THE TOWN OF EAGLE AND GRIFFIN DEVELOPMENT INC  
FOR RED MOUNTAIN RANCH – FILING NO. 6**

THIS AGREEMENT (“**Agreement**”) is entered into as of this \_\_ day of \_\_\_\_\_, 2026 by and between the TOWN OF EAGLE, a Colorado home rule municipality (“**Town**”), and Griffin Development LLC, a Colorado limited liability corporation (“**Developer**”) (each a “**Party**” and collectively, the “**Parties**”).

**RECITAL**

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

WHEREAS, the Property is subject to that certain Annexation and Development Agreement between the Parties recorded on November 10, 2020 at Reception No. 202021008 in the Eagle County real property records (the “**ADA**”) as well as a PUD Guide for the Red Mountain Ranch Planned Unit Development recorded on November 10, 2020 at Reception No. 20201009 (the “**PUD Guide**”); and

WHEREAS, in 2020, the Property was subdivided into eight parcels according to the final plat for Red Mountain Ranching Filing No. 5 recorded at Reception No. 202020731 (“**Subdivision**”).

WHEREAS, Developer desires to further develop Parcel 1 of the Subdivision, also known as Planning Area 1 in the PUD Guide, as a 66-unit residential development (the “**Development**” or “**Parcel 1**”) and filed an application for a Preliminary Plan, (the “**PP**”) as well as an application for a Major Development Plan (the “**MDP**”) (together the “**Applications**”); and

WHEREAS, on March 17, 2026 at a duly noticed public hearing, the Town Planning & Zoning Commission recommended approval of the Applications subject to satisfaction of conditions of approval as memorialized in Resolution No. 02, Series 2026, attached hereto as Exhibit B; and

WHEREAS, on March 24, 2026, at a duly noticed public hearing, Town Council approved the Applications by Resolution No. 18, Series 2026, attached hereto as Exhibit C, subject to satisfaction of certain conditions of approval (the “**Current Approval**”); and

WHEREAS, the Town’s Current Approval for the Development is contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer; and

WHEREAS, the Town and Developer desire to set forth their rights and obligations with respect to the Development in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

## **TERMS AND CONDITIONS**

### SECTION 1 - GENERAL TERMS

1.1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the Parties.

1.2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer with respect to the Development; to set forth the fees to be paid by the Developer upon development of the Property; and to provide for the dedication of all public improvements made on the Property. All terms and conditions contained herein are in addition to all requirements of the Town of Eagle Municipal Code (the “**Code**”), including Title 4 providing for the development and use of lands, as well as state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement. Pursuant to Section 4.17.030(E) of the Code, the Developer agrees to bear all costs and responsibility for completion of the improvements servicing the Property as provided in this Agreement. This Agreement is not executed for the benefit of materialmen, laborers, or others providing work, services, or materials to the Property, or for the benefit of future lot Developers or occupants of the Property. The Developer agrees to comply with all terms and conditions contained in this Agreement.

1.3. Permitted Uses. The permitted uses of the Development and the density and intensity of use of the Development, the maximum height, bulk and size of the proposed building, and the location of public improvements and public utilities, and other terms and conditions of development applicable to the Development shall be as set forth in the approved Applications, and the Final Plan Review and Final Plat (as defined in Section 3.2).

### SECTION 2 - DEVELOPMENT OF THE PROPERTY

2.1. Phased Development. Developer proposes developing the Property in phases that may occur in any sequence. The terms and conditions contained in this Agreement shall be appurtenant to and encumber the Property and shall apply to all subsequent owners of lots of the Property; for the purposes of this Agreement, “Developer” includes Developer’s successors and assigns as to each lot sold who shall be bound by the terms and conditions contained herein. Prior to the commencement of development of any phase and as a condition of a building permit on each lot of the Property, Developer shall: (i) submit a site plan application with the Town referencing the approved PUD Guide for all submittal requirements containing the approved construction drawings for each phase, as they may be amended with the final site plan application and Town approval; (ii) provide updated cost estimates of the public improvements for that phase for the Town’s review and approval and a letter of credit or other security approved by the City in that amount securing those public improvements; and (iii) a title commitment covering any public dedications in that phase. The construction of the public improvements of each phase shall then be governed by the provisions of this Agreement.

2.2. Major Subdivision [and Condominium Plats].

2.2.1. Developer proposes subdividing Parcel 1 into 66 lots.

2.2.2. Developer acknowledges that in any phase of development wherein a new lot is to be created Developer will be required to submit a Subdivision Plat for approval under the Code. In the case of “zero lot line” construction, Developer shall submit “as-built” surveys to the Town Engineer to certify the locations of foundations as constructed at the time of subdivision application.

2.2.3. The Town and the Developer agree and acknowledge that a final condominium and townhome plat shall be prepared after final “as-built” survey of the common elements, limited common elements and units has been completed. This plat may be approved administratively by the Town without further review by the Town Council or the Planning Commission. No individual duplex unit shall be sold into separate ownership until and unless a condominium and townhome plat has been approved by the Town and such plat has been recorded in the real estate records of Eagle County. A plat note on the Final Subdivision Plat for the Property shall be included to this effect [and/or party-wall agreement].

SECTION 3 - OBLIGATIONS OF DEVELOPER

3.1. Representations. The Development shall comply with the requirements of the Code except where specific variances or relief have been granted. Developer shall comply with all applications and materials submitted to the Town and verbal and written representations made by Developer or its representatives to the Town in connection with the Development; the conditions of approval of the Applications and Final Plans, as defined below, shall all be considered “Conditions of Approval” with which Developer shall comply. In the event of conflict between this Agreement and representations made during public hearings, the more specific term shall apply.

3.2. Approved Plans. The lots and public improvements to be constructed on the Development shall conform to the elevations and general design elements as shown on the plans provided by [ ] as Job No. [ ] and dated \_\_\_\_\_, 2026 as approved by the Town in the final review (“**Final Plans**”) or shown on the plat prepared by Ry Patrick Rusk, as Job No. [ ] dated \_\_\_\_\_, 2026 as approved by the Town for recording (“**Final Plat**”). Any amendments to such plans and drawings shall require approval by the Town. Developer shall submit any proposed future physical changes or improvements to the Property to the Community Development Director for review and approval.

3.3. Wildlife Conservation Plan. Developer agrees to implement the Wildlife Conservation Plan, inclusive of without limitation the Mitigation Measures and Recommendations, Enhancement and Restoration of Habitat, and U.S. Fish and Wildlife Service Eagle Disturbance General Take Permit in full and in a timely manner, at Developer’s sole cost, as a material obligation of this Agreement. Implementation shall include all measures identified as pre-construction, construction-phase, post-construction, and long-term operational measures in the Wildlife Conservation Plan, as applicable to the Project.

3.4. Local Contractors. Developer agrees that all work on the Development shall be performed by contractors who are licensed to work in the Town of Eagle.

3.5. Construction. Developer agrees that construction noise shall only occur Monday to Friday from 7:00 am to 7:00 pm and Saturday from 9:00 am to 6:00 pm. On Sundays, no outside construction or related construction support activities shall be permitted at any time. Finish work and related support activities that occur within a fully constructed structure is permitted between the hours of 9:00 am and 6:00 pm. All construction and construction support related activities on holidays are prohibited in conformance with Title 13.02.010 of the Code

3.6. Nuisances. Developer shall prevent the existence of any nuisances as defined by the Code; provided that, for purposes of this Section, the presence of ground squirrels, vermin or noxious weeds on the Property shall be deemed nuisances. If the Town determines that a nuisance exists, Developer shall promptly remove or abate such nuisance at Developer's sole cost. If the nuisance is not abated to the reasonable satisfaction of the Town within 30 days following Developer's receipt of written notice from the Town describing the nuisance, the Town may draw upon the Performance Guarantee, as defined in Section 4.2 below, to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Code. The Town may exercise this right in addition to, or in lieu of, other available remedies. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

3.7. Conditions of Development Permit. Prior to issuance of the Major Development Permit, the Developer shall satisfy all of the following conditions.

3.7.1. *Compliance.* Comply with all requirements of the Code, other sections of this Agreement and any requirements imposed by state, federal or local law.

3.7.2. *Design Guidelines.* Developer shall submit to the Town for approval proposed design guidelines establishing architectural and building material standards, landscape design, urban design, site design standards and a design review process for the Preschool and Fire Station Properties (the "**Design Guidelines**"). The Town shall not issue a building permit or development permit for Parcel 1 until the Design Guidelines have been approved by the Town.

3.7.3. *Development Review Costs.* Pursuant to Section 4.17.030(E)(2) of the Code, Developer shall pay to the Town the actual costs incurred by the Town for consulting engineering, surveying, base map updating, consultant planning services, publication costs, and legal services rendered in connection with Developer's Applications. Said costs shall be paid in full prior to the issuance of the Major Development Permit

3.7.4. *Recording.* Record an executed copy of this Agreement and the Riparian Action Management Plan (as discussed in Section 6.4 below) in the Office of the Eagle County Clerk and Recorder, pay all applicable recording fees, and provide recorded copies to the Office of the Town Clerk.

3.7.5. *Metro District.* Establish a Metropolitan District ("**Metro District**") and service plan approved by the Town in accordance with Section 6.5 below.

3.7.6. *Parcel OS-1*. Developer shall submit a draft special warranty deed for conveyance of Parcel OS-1 to the Town in accordance with paragraph 10.a of the ADA and Section 6.1 below.

3.8. Conditions of Building Permit. Prior to issuance of a building permit for any building in the Development, the Developer shall satisfy all of the following conditions:

3.8.1. *Compliance*. Comply with all requirements of the Code, other sections of this Agreement and any requirements imposed by state, federal or local law.

3.8.2. *Recording*. Record the Town-approved Major Development Permit and Final Plats in the Office of the Eagle County Clerk and Recorder, pay all applicable recording fees, and provide recorded copies to the Office of the Town Clerk.

3.8.3. *Stormwater Drainage*. A drainage plan shall be approved by the Town Engineer prior to the filing of the first building permit application for the Development

3.8.4. *Conditions of Approval*. Comply with all requirements in the Conditions of Approval set forth in Exhibit D, which are incorporated herein as if set forth in full, including securing approval for all external authority permits, and recording any easements, easement agreements, easement encroachments, and/or right of way encroachments as part of this Agreement and the approved Applications.

3.8.5. *Payment of Fees*. Pay to the Town all applicable administrative fees and dedication and impact fees under the Code. An exact accounting of the fees due will be itemized on the building permit application.

3.8.5.1. Pursuant to Section 4.17.030(E) of the Code, Developer shall pay to the Town all costs generated by staff's review of the application and that all pass-through costs have been paid.

3.8.5.2. The street improvement fee set forth in Code § 3.10.020 and as updated in the Town's Fee Schedule.

3.8.5.3. The fire protection impact fee set forth in Code § 3.10.040 and as updated in the Town's Fee Schedule.

3.8.5.4. The public safety impact fee set forth in Code § 3.10.030 and as updated in the Town's Fee Schedule.

3.8.5.5. The cash in lieu fee to the School District set forth in Code § 4.15.060.E and as updated in the Town's Fee Schedule.

3.8.5.6. Developer shall pay such other impact fees as lawfully imposed by the Town.

3.8.6. *Improvement Cost Estimate*. Submit for review and approval an engineer's estimate

of Public Improvements, as defined in Section 4.1, in accordance with Engineering Standards and post the required amount of security as set forth in Section 4.3 below.

3.9. Conditions of Certificate of Occupancy. Prior to issuance of a certificate of occupancy, the Developer shall satisfy all of the following conditions:

3.9.1. Comply with all requirements of the Code, other sections of this Agreement, and state and federal law.

3.9.2. Install all Public Improvements, as defined herein and required by the Code, Engineering Standards and identified on the Final Plans, provide as-built drawings of the installed Public Improvements, and have the Town approve and accept the installed Public Improvements pursuant to Section 4.5 below.

3.9.3. Make or fund any replacement of Public Improvements if the Town determines, in its sole discretion, that any of the Public Improvements require replacement.

3.9.4. Make or fund any repairs to any public facilities damaged during construction of the Development or Public Improvements if the Town determines, in its sole discretion, that any public facilities were damaged by Developer.

3.9.5. Provide as-built drawings and an improvement survey plat per the Engineering Standards.

#### SECTION 4 - PUBLIC IMPROVEMENTS

4.1. Public Improvements. Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development required by the Code, Engineering Standards including as identified on the Final Plans or shown on the Final Plat (the “**Public Improvements**”). The Public Improvements shall be constructed in conformance with the approved Final Plans, including all approved supplemental plans and specifications of the Town of Eagle Public Works, then in effect.

4.2. Permits and Easements. The Developer shall obtain and present to the Town all land boundary surveys, permits, licenses, and easements of a temporary or permanent nature, if any, necessary for the construction or maintenance of Public Improvements, including as identified in the Conditions of Approval.

4.3. Security for Public Improvements. Developer shall post sufficient security to guarantee the installation, performance, or maintenance of any required Public Improvements in accordance with the Code and Engineering Standards (the “**Performance Guarantee**”). The total amount of the Performance Guarantee shall be 125% of the amount specified on Exhibit E, attached hereto and incorporated by this reference. The Parties agree that the amounts on Exhibits E does not necessarily reflect the Town Engineer’s estimate of what the actual cost to the Town would be if the Town were required to fund construction of all the Public Improvements, repair or any damage to public facilities caused in connection with the Development. As the Public Improvements and repairs are completed, Developer may apply to the Town Manager for release for all or part of the

security, which release shall be approved by the Town Engineer or the Town Attorney.

4.3.1. *Draw*. If the required Improvements are not satisfactorily constructed or completed in the time and manner required herein, the Town may, after first giving Developer written notice of such failure and not less than 30 days to cure such failure, draw on the Performance Guarantee to complete the Improvements. If the Performance Guarantee is to expire within 14 calendar days and Developer has not yet provided a satisfactory replacement or satisfactorily completed the Improvements, the Town may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to complete the Improvements or correct problems with the Improvements as the Town deems appropriate

4.4. Certification. Developer shall retain, at its sole expense, a licensed professional engineer for on-site construction inspections to ensure that all Improvements installed by Developer are installed as required pursuant to Town standards, specifications. The engineer shall certify to the Town Engineer in writing that the Improvements were installed were completed in compliance with Town standards, approvals, plans, specifications, and this Agreement and submit to the Town a completed acceptance checklist utilizing a form approved by the Town.

4.5. Acceptance.

4.5.1. *Conditions*. Acceptance of Public Improvements shall be requested by the Developer of the Town Manager and shall be granted only after the Town approves the as-built drawings referenced in Section 3.9.5 and the certification described in Section 4.4 above. Developer shall be responsible for the maintenance of Public Improvements until the Public Improvements are accepted by the Town. Prior to said acceptance, Developer shall post a bond or other security in an amount determined by the Town Manager to cover the cost of maintenance of the Public Improvements before acceptance by the Town and shall reimburse the Town for the actual cost of all inspections pursuant to Section 4.17.030(E)(2) of the Code.

4.5.2. *Conveyance*. Within 30 days of the acceptance date, Developer shall dedicate or convey to the Town any additional rights-of-way and easements required for the operation, maintenance, repair and replacement of the Public Improvements free and clear of all liens and encumbrances that might adversely affect the use of the Public Improvements for their intended purpose. Developer shall also execute a bill of sale conveying the Public Improvements which are to be conveyed to the Town pursuant to this Agreement free and clear of all liens and encumbrances.

4.6. Inspection. The Town may enter and inspect any portion of the Development to determine whether the Developer is in compliance with the obligations set forth in this Agreement, including but not limited to as necessary to accept the Public Improvements pursuant to Section 4.5 above and during the Warranty Period.

4.6.1. *Deficiencies*. If the Town determines that any Improvements as set forth in this Agreement have not been constructed and installed as required, the Town shall furnish the Developer with a list of specific deficiencies. The Town shall not be required to issue a

building permit or certificate of occupancy so long as the listed deficiencies remain.

4.6.2. *Failure to Cure.* If the Town determines the Developer has not cured the deficiencies within thirty (30) days after presentation of the list to the Developer, the Town may, but need not, cause such additional work to be done as it deems necessary to complete any public improvements or to cure any listed deficiencies. Developer shall be liable to the Town for the entire cost of such additional work, whether performed by the Town's employees or by others at the direction of the Town. If the Developer does not pay the Town the cost of such additional work including, as may be appropriate, the cost the Town expended for materials, for services of those not employed by the Town, and for the apportioned cost of wages and benefits paid for by the Town for hours of the Town employees, then the Town may, upon ten (10) days' notice to the Developer, have a lien against all or any part of the Property. The Town may certify the amount of such lien to the Eagle County Treasurer for collection, enforcement and remittance of general property taxes or assessments. In addition, if attorney's fees are incurred by the Town to enforce this Agreement, they shall be paid by the Developer.

4.7. Warranty. All Public Improvements accepted and conveyed to the Town shall be guaranteed for two years from the date of the Town's acceptance (the "**Warranty Period**"). Developer shall provide to the Town a bond or sufficient warranty for any and all Public Improvements conveyed to the Town pursuant for the Warranty Period in accordance with Engineering Standards. Specifically, but not by way of limitation, the Developer shall warrant that:

- (a) The title conveyed shall be good and its transfer rightful;
- (b) The Public Improvements conveyed shall be free from any security interest or other lien or encumbrance; and
- (c) The Public Improvements so conveyed shall be free of any defects in materials or workmanship for a period of two years, as stated above.

4.8. Title Policy. Developer shall provide the Town a commitment for a title insurance policy indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property for the approved Development. Further, said title commitment or an additional title commitment shall show that any property to be dedicated to the Town is free and clear of all encumbrances which would make Public Improvements and dedications unacceptable as the Town in its sole discretion determines. At the time the building permit is issued, the title insurance policy(s) shall be provided to the Town, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the Town shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the Town.

4.9. Maintenance of Improvements. Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by Developer, and for any Improvements that will be maintained by the Town, a separate maintenance agreement shall be required. Acceptance by the Town of ownership of any Public Improvement pursuant to Section 4.5 does

not constitute acceptance by the Town of maintenance for such improvement. If Developer wishes to transfer maintenance obligations to any other entity, including a homeowners' association, Developer shall obtain prior written approval from the Town. Developer shall be responsible for maintenance, including without limitation, weed control, vermin control and debris removal, on all vacant lots and tracts until such time as such lots or tracts are developed.

4.10. Utility and Drainage Easements. All utility and drainage easements shall be accessible to the Town at all times. In the event any structure is constructed which obstructs partially or wholly Town access to said easements, the Town retains the right to remove such obstruction at the sole cost of the Developer. The Town shall not be responsible for any costs associated with the replacement of said obstructions. The easements shown on the Final Plat shall be modified to show the actual “as built” placement of utilities.

## SECTION 5 - PRIVATE IMPROVEMENTS

5.1. Private Improvements. Developer shall, at its own expense, design, construct and install all private improvements necessary for the Development required by the Code, Engineering Standards including as identified on the Final Plans or shown on the Final Plat (the “**Private Improvements**”).

5.2. Landscaping. Landscaping shall be installed per approved development plans and installation must be completed prior to issuance of a temporary certificate of occupancy (TCO) or certificate of occupancy (CO). For landscaping that cannot be completed prior to request for TCO or CO due to weather or season, a “**Landscaping Guarantee**” is required per Section 5.3 below for no less than one hundred twenty-five percent (125%) of the cost of the landscaping improvements for the Development. If any landscaping within a Phase remains uncompleted because of weather conditions, then, prior to issuance of any CO in any Phase, Developer shall ensure that the Landscaping Guarantee associated with the landscaping of such Phase remains in place, and the Landscaping Guarantee shall not be released until all planting and materials shown on the Plans are installed and accepted and the irrigation is installed and functional in compliance with the Plans. The Town shall have the right to draw on the Landscaping Guarantee for any landscaping or irrigation Improvements that are not installed during the next season in which weather permits installation. Any costs incurred by the Town in excess of the funds provided by the Performance Guarantee shall be payable by Developer within 30 days after receipt of invoices. If Developer fails to pay such amounts, the same may be recovered by the Town by any lawful means, including certification to the County Treasurer for collection in the same manner as real estate taxes.

5.3. Security for Private Improvements. In the event that the Town determines, in its reasonable discretion, that circumstances exist which materially threaten or impair the Developer’s ability to complete any required Private Improvements in accordance with this Agreement, the Code, or applicable standards, the Town may require the Developer to post security to guarantee completion of such Private Improvements. Upon written notice from the Town describing the basis for the required security, the Developer shall, within the time period specified in such notice, post security in a form acceptable to the Town Manager and Town Attorney, and in an amount determined by the Town Engineer, Community Development Director, or designee to be sufficient to guarantee

completion of the identified Private Improvements, including a reasonable contingency. The Town and Developer acknowledge that the amount of such security may exceed the Developer's remaining cost to complete the Private Improvements, and is intended to represent the Town Engineer's estimate of the cost the Town may incur if it is required to complete such Private Improvements. Following completion of the Private Improvements, certification of completeness by the Developer, and inspection by the Community Development Director, Town Engineer, or designee, the Developer may apply for the partial or full release of the security. Any release shall be approved by the Town Manager, with concurrence by the Town Engineer, Community Development Director or Town Attorney, consistent with applicable Town standards and procedures.

## SECTION 6 - ADA SPECIFIC DEVELOPER OBLIGATIONS

6.1. Parcel OS-1. Developer shall convey Parcel OS-1 to the Town by special warranty deed within thirty (30) days of issuance of a Development Permit for Planning Area 1 in accordance with paragraph 10.a of the ADA, including any reserved easements and restrictive covenants governing the uses.

6.2. Dedications and Fees.

6.2.1. *Sanitary Sewer System*. Developer shall dedicate/assign the sanitary and sewer structures to the Metro District upon completion of the Public Improvements.

6.2.2. *Water Rights*. The Town acknowledges that sufficient water rights have previously been dedicated to the Town to serve the Development as required in ADA, paragraph 13.b.

6.2.3. *LERP*. The Town acknowledges that the Developer had paid the cash-in-lieu payment for the Local Employee Residence Program (LERP) as required in the ADA, paragraph 12.

6.2.4. *Land and Open Space*. The Parties agree that the Property is subject to the Town land and open space dedication requirements set forth in the Code. The Developer shall deed to the homeowners association all property rights necessary for management as public open space as depicted on the Final Plat and Final Plans, for the use and enjoyment of the general public.

6.3. Discovery Trail. Pursuant to the ADA, paragraph 6.c Developer shall construct a soft surface trail for pedestrian use and public access to the Eagle River (the "Discovery Trail") in the location identified on the Final Plat and Final Plans. The Parties agree there is no Town property requiring a temporary construction easement. Developer has dedicated a perpetual non-exclusive easement to the Town on the Final Plat. Developer shall remain responsible for maintenance of the Discovery Trail until Developer transfers maintenance responsibilities to a homeowner's association or a nonprofit corporation under a maintenance agreement approved by the Town, which approval shall not be unreasonably withheld.

6.4. RAMP. The Riparian Action Management Plan (RAMP) shall be recorded concurrently with this Agreement and constitute covenants running with land that shall be binding on

Developer's successors and assigns. By recording the RAMP, Developer, its successors and assigns, agree to comply with the Riparian Management Plan Concepts, Best Management Practices, and Management of Weeds and Invasive Species as a condition of future land use approvals. In accordance with paragraph 8.b of the ADA, the Town of Eagle is named as a beneficiary and is provided with the rights to enforce the RAMP, including in the event the stormwater appurtenances are not adequately maintained threatens water quality on Eagle River

6.5. Metro District; Wastewater. Pursuant to the ADA paragraphs 6.b. and 7.a, Developer shall establish a Metro District to finance, acquire, design, construct, operate, and maintain wastewater improvements required by the Development. Developer shall provide a service plan for Town approval before any approval of a final plat. The service plan must comply with ADA paragraph 6.b. for operation and maintenance obligations, including for sewage / private wastewater collection system and account for the potential assumption of an assignment of rights and obligations for the dedicated access easements on the Final Plat.

6.6. Potable Water Service. [Need more information about phasing the connection to the water main / Looped System and completion of the water system improvements necessary to serve the Development].

6.7. Irrigation. The Developer agrees to construct and install, at the Developer's sole expense, an irrigation system sufficient to irrigate [ xx ] square feet of irrigated open space as identified on the Final Plans. The plans and specifications for such system shall be subject to the approval of the Town Engineer, which approval shall not be unreasonably withheld. Irrigation systems in the drainage ways and cut and fill slopes shall be installed temporarily and may be removed when revegetation has been established and irrigation is no longer necessary. All disturbed areas shall be restored in accordance with the Code, as amended from time to time.

6.8. Homeowners Association; Covenants. Pursuant to the ADA, a homeowner owners association shall be created by the Developer before any properties within the Development are sold to third parties.

6.8.1. The Articles of Incorporation and covenants shall be reviewed by the Town Attorney to ensure that they meet the Town's requirements that the association (1) maintains, operates and assumes full responsibility for all easements and common areas within the Property as shown on the Final Plat, including landscaping, the Discovery Trail (as applicable), and the pedestrian connection through the culvert under Highway 6; (2) maintains all private open space; (3) implements the recorded Riparian Areas Management Plan, including maintenance of stormwater structures, which structures may be periodically inspected by the Town for compliance with the RAMP; and (4) is empowered to enforce any provisions of the covenants, conditions and restrictions affecting the Property.

6.8.2. The covenants for the Property shall also address, at a minimum: party wall agreements, snow removal, snow storage, building and landscape maintenance, sidewalk maintenance, drainage maintenance, road maintenance, use of limited and general common elements, fencing styles and heights, outdoor storage of vehicles (including recreational vehicles, boats, trailers, and the like), and pets. The Articles of Incorporation and covenants shall be reviewed and approved, and the Articles filed with the Colorado

Secretary of State prior to the recordation of the Final Plat.

6.8.3. Maintenance obligations for the dedicated Access Easements on the Final Plat shall be the sole responsibility of the owners association, not the Town; such obligations may be assigned to the Metro District.

6.9. Revegetation and Landscaping. [Landscaping plans?] within eighteen (18) months of the filing of the Final Plat, the Developer shall landscape the Property to eliminate erosion and revegetate any disturbed areas pursuant to plans reviewed and approved by the Town concurrent with the development schedule. Erosion mitigation shall be ongoing. The Developer shall further install or require by covenant landscaping on the Property pursuant to plans approved by the Town. Subject to the Landscaping Guarantee Section [ ] above. Specific components of the Landscaping Plan shall include, but are not limited to:

6.10. Fencing Plan. Prior to the commencement of development of the Property, Developer shall provide a Fencing Plan to the Town for its review and approval. The Fencing Plan shall show a common and uniform fencing theme (design and materials) for the Property and shall be included in the Covenants for the Property as an architectural requirement applicable to all unit owners. All fencing shall be wildlife friendly to eliminate the chance of entanglement or impalement of wildlife attempting to jump fences, in accordance with [cite] of the Code. [Include additional code provisions]

6.11. Pedestrian Access. The Developer shall install safe pedestrian access within the Property consistent with the approved Final Plans. The Developer shall ensure such access complies with ADA requirements, including proper ramps and sidewalks/paths..

6.12. Emergency Access. Plans for emergency access to the Property shall be submitted to the Planning Department according to specifications approved by the Eagle River Fire Protection District.

6.13. Dust, Mud, and Erosion Control. The Developer shall maintain all streets and surrounding areas during construction of the Public Improvements by employing techniques acceptable to the Town for dust, mud, and erosion control.

6.14. Dogs Prohibited During Construction. The Developer shall prohibit its contractors and subcontractors from bringing dogs onto the Property during working hours, even if such dogs are to be kept inside motor vehicles.

6.15. Trash Enclosures. Developer shall provide bear-resistant trash dumpsters within a fenced and locked trash enclosure. The homeowners association shall manage and maintain the trash enclosure area.

6.16. Architectural Standards. Roof materials may be asphalt shingle or composite shakes, metal (standing seam, pro-panel, Cor-Ten, corrugated or copper) or a combination of those materials. All metal roofing materials shall be non-reflective. Colors should be natural, earthtones such as brown, grey, green, rusted or patina. Cedar shakes are not permitted. Siding may be metal, masonry, cementitious board or panel, wood, stucco, or natural or cultured stone with color palette

of natural earth tones. (Applications include vertical or horizontal, standing seam, board and batten or panels.)

6.17. Lighting. Lighting must also comply with the applicable lighting standards of § 4.07.010 the Code. Common Areas, sidewalks, parking areas may also be illuminated with code-compliant site lighting.

6.18. Fire Suppression. All residences are required to have a monitored residential fire sprinkler system pursuant to the requirements of (ERFPD) Eagle River Fire Protection District.

6.19. Signs. The Developer shall ensure that all signs proposed for the Development comply with the standards and limitations set forth in the Code for residential uses. Unless exempt by the Code sign regulations, all signs are subject to the Town's approval.

### SECTION 7 - VESTED RIGHTS

In accordance with and subject to the provisions of C.R.S. § 24-68-101 et seq., Developer shall have the vested right to develop the Development as set forth in the approved Applications provided however that Developer shall have three (3) years to complete the improvements. This Agreement shall not preclude the application to Developer of changes in laws, regulations, plans, or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations. In the event changes in the law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with the law and according to the Town's terms. In the event of a change of law, the Developer and Town shall take action as may be reasonably required in good faith to meet the intent of this Agreement.

### SECTION 8 - INSURANCE

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

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

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

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

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

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

#### SECTION 9 - DEFAULT; TERMINATION

9.1. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of a default under this Agreement, the non-defaulting party may take action pursuant to the Code or institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

9.2. Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of war, a pandemic for which a disaster emergency is declared by the Governor, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time, including an extension of applicable contract dates, for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

#### SECTION 10 - DEFENSE AND INDEMNITY

10.1. Developer's Actions. Developer shall hold harmless and indemnify Town and its elected and appointed officers, agents, employees, and representatives from claims, costs, and liabilities for any personal injury, death, or physical damage (including inverse condemnation) which arises directly or indirectly, as a result of the construction of the Development, or of operations performed

under this Agreement, by Developer or by Developer's contractors, subcontractors, agents or employees, whether such operations were performed by Developer or any of Developer's contractors, subcontractors, or any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

10.2. Town's Actions. Nothing in this section shall be construed to mean that Developer shall indemnify or hold the Town or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage arising from, or alleged to arise from any act or omission of the Town with regard to improvements that have been offered for dedication and accepted by Town for maintenance. Nothing contained herein is intended to nor shall be construed as a waiver of the Town's governmental immunity under state or federal law.

## SECTION 11 - MISCELLANEOUS PROVISIONS

11.1. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed. In the event the Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

11.2. No Agency, Joint Venture or Partnership It is specifically understood and agreed to by and between the Parties that: (1) the subject Development is a private development; (2) the Town has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the Town accepts the same pursuant to the provisions of this Agreement or in connection with the Current Approvals (as defined in the Recitals above); (3) Developer shall have full power over and exclusive control of construction of the Development on the Property subject to the Current Approvals and Conditions of Approval of the Town; and (4) the Town and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between Town and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between Town and Developer

11.3. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

11.4. Amendments. This Agreement shall not be amended or modified, except by subsequent written agreement of the Parties.

11.5. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town Code and Ordinances and the laws of the State of Colorado, and that the Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

11.6. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way defines, limits, or prescribes the scope or intent of this Agreement or any part hereof.

11.7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

11.8. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

11.9. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Eagle County, Colorado.

11.10. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing Party shall be entitled to, and the failing Party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

11.11. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the Party it represents to the terms and conditions hereof.

11.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

11.13. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town of Eagle  
200 Broadway Street  
P.O. Box 609  
Eagle, CO 81631

With copy to:

Karp Neu Hanlon, P.C.  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

Notice to Developer:

With a copy to:

11.14. Construction. Each reference in this Agreement to any of the Current Approvals shall be deemed to refer to the Current Approval as it may be from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment.

11.15. Covenants Running with the Land. All of the provisions contained in this Agreement constitute covenants running with the land. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property.

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between the Town and Developer as of the date and year first above written.

[Signatures on following page]

**TOWN OF EAGLE, COLORADO**

\_\_\_\_\_  
Bryan Woods, Mayor

ATTEST:

\_\_\_\_\_  
Camille Deering, Town Clerk

**DEVELOPER**  
GRIFFIN DEVELOPMENT LLC, a  
Colorado limited liability company

\_\_\_\_\_  
By: [Name], [Title]

STATE OF COLORADO    )  
  )ss.  
COUNTY OF EAGLE    )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by  
\_\_\_\_\_ as \_\_\_\_\_ of Griffin Development LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: \_\_\_\_\_  
Notary Public

## Exhibit A - Legal Description

GRIFFIN DEVELOPMENT LLC, EAGLE RIVER COMMERCIAL LLC, & RED MOUNTAIN RANCH PARTNERSHIP LLLP BEING THE OWNERS OF 100 PERCENT OF THE PROPERTY EXCLUSIVE OF STREETS AND ALLEYS DESCRIBED AS:

A PARCEL OF LAND SITUATE IN SECTIONS 26, 27, 33, AND 34, TOWNSHIP 4 SOUTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, BEING A PORTION OF TRACTS 58, 59 AND 70, OF SAID TOWNSHIP AND RANGE, COUNTY OF EAGLE, STATE OF COLORADO, BEING A PORTION OF THESE LANDS DESCRIBED IN LAND SURVEY PLAT NO. 574, 575, AND 576, AS DEPOSITED IN THE EAGLE COUNTY LAND SURVEY PLAT RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF HIGHWAY 6 RIGHT OF WAY AND SUBJECT PROPERTY; THENCE DEPARTING SAID SOUTH LINE S 73°54'09" E, 166.17 FEET; THENCE N 83°53'51" E, 164.57 FEET; THENCE N 03°16'32" E, 207.75 FEET; THENCE N 88°53'49" E, 1444.68 FEET; THENCE N 00°03'48" E, 1304.45 FEET; THENCE N 89°56'08" E, 1452.88 FEET; THENCE N 01°26'49" W, 410.52 FEET TO APPROXIMATE CENTERLINE OF THE EAGLE RIVER; THENCE ALONG SAID APPROXIMATE CENTERLINE OF THE EAGLE RIVER S 74°05'42" E, 61.00 FEET; THENCE N 89°29'45" E, 168.06 FEET; THENCE N 60°21'13" E, 237.26 FEET; THENCE N 41°29'08" E, 382.43 FEET; THENCE N 36°38'50" E, 287.00 FEET; THENCE N 47°37'56" E, 301.83 FEET; THENCE N 53°45'25" E, 221.64 FEET; THENCE N 56°52'49" E, 306.49 FEET; THENCE N 67°43'57" E, 484.77 FEET; THENCE S 85°00'54" E, 131.72 FEET; THENCE S 75°53'38" E, 341.84 FEET; THENCE N 83°57'06" E, 341.07 FEET; THENCE N 71°13'40" E, 310.58 FEET; THENCE N 57°40'11" E, 499.51 FEET; THENCE N 42°33'26" E, 259.34 FEET; THENCE N 32°48'52" E, 262.87 FEET; THENCE N 21°21'27" E, 271.70 FEET; THENCE N 18°01'29" E, 171.02 FEET; THENCE N 38°30'11" E, 154.44 FEET; THENCE N 52°40'07" E, 201.11 FEET; THENCE DEPARTING SAID APPROXIMATE CENTERLINE OF THE EAGLE RIVER N 26°50'41" W, 63.81 FEET TO THE SOUTH LINE OF HIGHWAY 6 RIGHT OF WAY; THENCE ALONG SAID SOUTH LINE OF HIGHWAY 6 RIGHT OF WAY S 63°08'01" W, 3932.72 FEET; THENCE IN A SOUTHWESTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 11410.00 FEET, HAVING A CHORD BEARING OF S 61°05'01" W AND A CHORD DISTANCE OF 816.31 FEET, HAVING A CENTRAL ANGLE OF 04°06'00" AND AN ARC LENGTH OF 816.48 FEET; THENCE S 59°02'01" W, 2572.80 FEET; THENCE IN A SOUTHWESTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 2242.00 FEET, HAVING A CHORD BEARING OF S 42°41'01" W AND A CHORD DISTANCE OF 1262.26 FEET, HAVING A CENTRAL ANGLE OF 32°42'00" AND AN ARC LENGTH OF 1279.56 FEET; THENCE S 26°20'01" W, 267.31 FEET TO THE POINT OF BEGINNING – CONTAINING 106.194 ACRES MORE OR LESS.

**Exhibit B – P&Z Resolution**



**Exhibit C – Town Council Resolution**



**Exhibit D – Conditions of Approval**

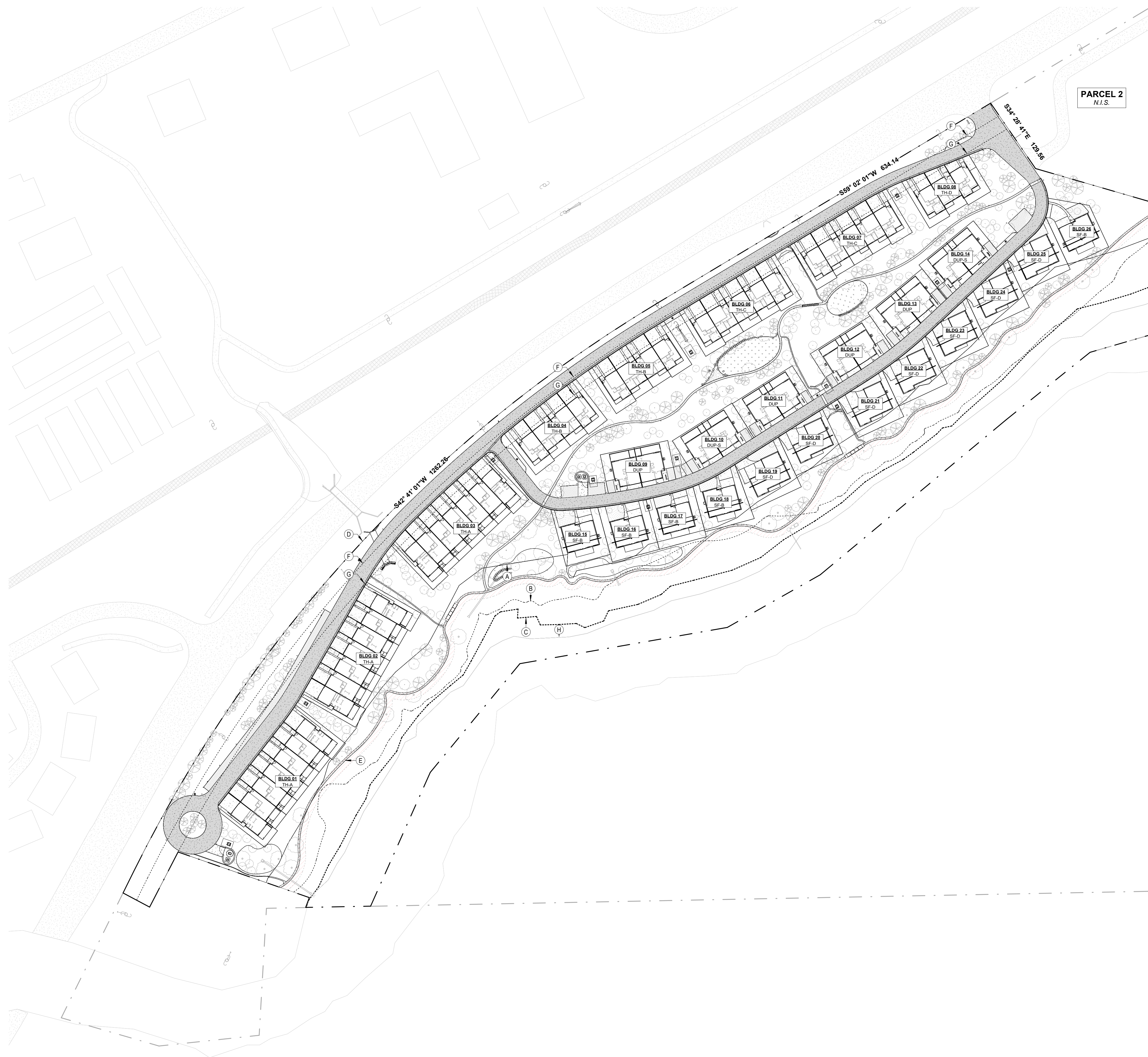


**Exhibit E – Approved final plans for the Development**

- 1. Site Plan**
- 2. Engineering Plans**
- 3. Project Narrative**
- 4. Draft Plat**

**Exhibit F – Estimate for Public Improvements**

**Exhibit G – Development Phases**



**1** PARCEL 1 SITE PLAN  
SCALE: 1" = 80'-0"

**GENERAL NOTES**

1. UTILITIES WILL BE CONNECTED TO THE LOCAL EAGLE MUNICIPALITY SYSTEMS.
2. ONLY WATER AND ELECTRICITY WILL BE BROUGHT TO THE SITE AS THERE IS NO ACCESS TO GAS AND ALL BUILDINGS WILL BE ELECTRIC.
3. RE: CIVIL SHEETS (C-SERIES) FOR DETAILED UTILITY AND GRADING INFORMATION.

**PROJECT:**  
**RED MOUNTAIN RANCH**

**ADDRESS:**  
17500 US-6  
EAGLE, CO 81631

**ARCHITECTURE:**  
**tres birds**

**PROJECT TEAM:**

**MIKE MOORE**  
303-324-3622  
MMM@TRESBIRDS.COM

**DOUG NEWBY**  
720-563-7299  
DN@TRESBIRDS.COM

**DAVID HOFFMAN**  
561-386-5528  
DH@TRESBIRDS.COM

**DAISY WICKS**  
303-868-2938  
DW@TRESBIRDS.COM

**SHEET NOTES**

- A** 75' STREAM SETBACK
- B** 100 YEAR FLOOD PLAIN
- C** AVERAGE HIGH WATER LINE
- D** PROPOSED BIKE PATH CONNECTION
- E** 12' PUBLIC TRAIL EASEMENT
- F** 25' SETBACK FROM HWY 6 ROW
- G** 50' SETBACK FROM HWY 6 ROW
- H** EAGLE RIVER

**ANNOTATION TYPES**

- PARCEL BOUNDARY
- PROPERTY BOUNDARY SPECIFIC TO INDIVIDUAL UNITS
- SETBACK
- 100 YEAR FLOOD PLAIN
- AVERAGE HIGH WATER LINE
- 12' PUBLIC TRAIL EASEMENT
- SIGNAGE TAG  
RE: SIGNAGE SCHEDULE ON G-03
- PARKING SPOT  
9' X 19' TYP.
- UNIT TAG

**MATERIALS**

- ROAD ASPHALT
- CURB & GUTTER CONCRETE
- DRIVEWAYS CONCRETE (BRUSHED)
- DRIVEWAYS GRAVEL/CRUSHER FINES
- WALKWAYS CONCRETE (EXPOSED AGGREGATE)
- PRIVATE TRAIL GRAVEL/CRUSHER FINES
- PUBLIC DISCOVERY TRAIL GRAVEL/CRUSHER FINES
- STORMWATER SWALE
- STORMWATER WATER QUALITY POND
- LANDSCAPED AREA PLANTED

**UTILITIES**

- ELECTRICAL OVERHEAD, EXISTING
- ELECTRICAL UNDERGROUND, PROPOSED
- WATER SUPPLY
- SANITARY SEWER
- SANITARY FORCE MAIN
- TRANSFORMER
- SANITARY LIFT STATION
- IRRIGATION

**PLANTINGS**

- DECIDUOUS TREE RE: LANDSCAPE
- CONIFEROUS TREE RE: LANDSCAPE

**NOT FOR CONSTRUCTION**

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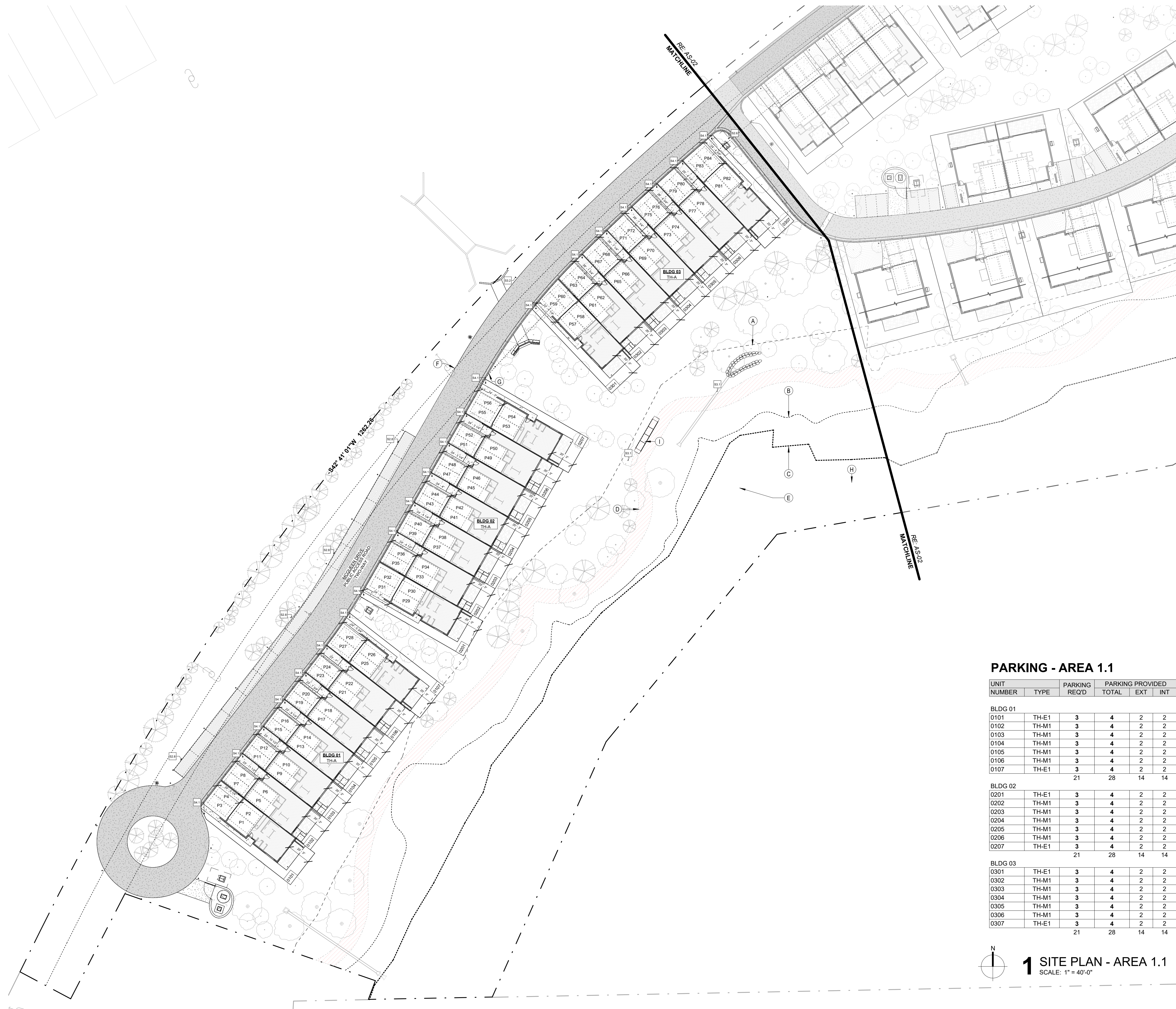
**ISSUANCE:**  
**R3 SUBMITTAL**

**ISSUE DATE:**  
**01.23.2026**

**REVISION HISTORY:**

**DRAWING SHEET TITLE:**  
**SITE PLAN - PARCEL 1**

**AS-00**



**PARKING - AREA 1.1**

UNIT NUMBER	TYPE	PARKING REQD	PARKING PROVIDED		
			TOTAL	EXT	INT
<b>BLDG 01</b>					
0101	TH-E1	3	4	2	2
0102	TH-M1	3	4	2	2
0103	TH-M1	3	4	2	2
0104	TH-M1	3	4	2	2
0105	TH-M1	3	4	2	2
0106	TH-M1	3	4	2	2
0107	TH-E1	3	4	2	2
		21	28	14	14
<b>BLDG 02</b>					
0201	TH-E1	3	4	2	2
0202	TH-M1	3	4	2	2
0203	TH-M1	3	4	2	2
0204	TH-M1	3	4	2	2
0205	TH-M1	3	4	2	2
0206	TH-M1	3	4	2	2
0207	TH-E1	3	4	2	2
		21	28	14	14
<b>BLDG 03</b>					
0301	TH-E1	3	4	2	2
0302	TH-M1	3	4	2	2
0303	TH-M1	3	4	2	2
0304	TH-M1	3	4	2	2
0305	TH-M1	3	4	2	2
0306	TH-M1	3	4	2	2
0307	TH-E1	3	4	2	2
		21	28	14	14

1 SITE PLAN - AREA 1.1  
SCALE: 1" = 40'-0"

**GENERAL NOTES**

- UTILITIES WILL BE CONNECTED TO THE LOCAL EAGLE MUNICIPALITY SYSTEMS.
- ONLY WATER AND ELECTRICITY WILL BE BROUGHT TO THE SITE AS THERE IS NO ACCESS TO GAS AND ALL BUILDINGS WILL BE ELECTRIC.
- RE: CIVIL SHEETS (C-SERIES) FOR DETAILED UTILITY AND GRADING INFORMATION.

**SHEET NOTES**

- A 75' STREAM SETBACK
- B 100 YEAR FLOOD PLAIN
- C AVERAGE HIGH WATER LINE
- D PUBLIC ACCESS TRAIL "DISCOVERY TRAIL"
- E SWALE FOR CONVEYING STORM WATER TO THE RIVER
- F 25' SETBACK FROM HWY 6 ROW
- G 50' SETBACK FROM HWY 6 ROW
- H EAGLE RIVER
- I BRIDGE @ DISCOVERY TRAIL

**ANNOTATION TYPES**

- - - - - PARCEL BOUNDARY
- — — — — PROPERTY BOUNDARY SPECIFIC TO INDIVIDUAL UNITS
- - - - - SETBACK
- ..... 100 YEAR FLOOD PLAIN
- ..... AVERAGE HIGH WATER LINE
- 12' PUBLIC TRAIL EASEMENT
- SH # SIGNAGE TAG RE: SIGNAGE SCHEDULE ON G-03
- P# PARKING SPOT 9' X 19' TYP.
- #### UNIT TAG

**MATERIALS**

- ROAD ASPHALT
- CURB & GUTTER CONCRETE
- DRIVEWAYS CONCRETE (BRUSHED)
- DRIVEWAYS GRAVEL/CRUSHER FINES
- WALKWAYS CONCRETE (EXPOSED AGGREGATE)
- PRIVATE TRAIL GRAVEL/CRUSHER FINES
- PUBLIC DISCOVERY TRAIL GRAVEL/CRUSHER FINES
- STORMWATER SWALE
- STORMWATER WATER QUALITY POND
- LANDSCAPED AREA PLANTED

**UTILITIES**

- EE-EE-EE ELECTRICAL OVERHEAD, EXISTING
- EU-EU-EU ELECTRICAL UNDERGROUND, PROPOSED
- W-W-W WATER SUPPLY
- S-S-S SANITARY SEWER
- SF-SF-SF SANITARY FORCE MAIN
- T TRANSFORMER
- SL SANITARY LIFT STATION
- IRRIGATION

**PLANTINGS**

- DECIDUOUS TREE RE: LANDSCAPE
- CONIFEROUS TREE RE: LANDSCAPE

**PROJECT:**  
**RED MOUNTAIN RANCH**

**ADDRESS:**  
17500 US-6  
EAGLE, CO 81631

**ARCHITECTURE:**  
**tres birds**

**PROJECT TEAM:**

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**ISSUANCE:**

**R3 SUBMITTAL**

**ISSUE DATE:**

**01.23.2026**

**REVISION HISTORY:**

**DRAWING SHEET TITLE:**

**SITE PLAN - AREA 1.1**

**AS-01**



AREA 1.1  
RE: AS-001

**PARKING - AREA 1.2**

UNIT NUMBER	TYPE	PARKING REQ'D	PARKING PROVIDED		
			TOTAL	EXT	INT
<b>BLDG 04</b>					
UNIT 0401	TH-E2	3	4	2	2
UNIT 0402	TH-M2	3	4	2	2
UNIT 0403	TH-M2	3	4	2	2
UNIT 0404	TH-E2	3	4	2	2
			16	8	8
<b>BLDG 05</b>					
UNIT 0501	TH-E2	3	4	2	2
UNIT 0502	TH-M2	3	4	2	2
UNIT 0503	TH-M2	3	4	2	2
UNIT 0504	TH-E2	3	4	2	2
			16	8	8
<b>BLDG 06</b>					
UNIT 0601	TH-E2	3	4	2	2
UNIT 0602	TH-M2	3	4	2	2
UNIT 0603	TH-M2	3	4	2	2
UNIT 0604	TH-M2	3	4	2	2
UNIT 0605	TH-E2	3	4	2	2
			20	10	10
<b>BLDG 09</b>					
UNIT 0901	DUP	3	3	1	2
UNIT 0902	DUP	3	3	1	2
			6	2	4
<b>BLDG 10</b>					
UNIT 1001	DUP	3	3	1	2
UNIT 1002	DUP	3	3	1	2
			6	2	4

**PARKING - AREA 1.2**

UNIT NUMBER	TYPE	PARKING REQ'D	PARKING PROVIDED			
			TOTAL	EXT	INT	INT
<b>BLDG 11</b>						
UNIT 1101	DUP	3	3	1	2	
UNIT 1102	DUP	3	3	1	2	
			6	2	4	
<b>BLDG 15</b>						
UNIT 1501	SF-B	3	4	0	4	
			4	0	4	
<b>BLDG 16</b>						
UNIT 1601	SF-B	3	4	0	4	
			4	0	4	
<b>BLDG 17</b>						
UNIT 1701	SF-B	3	4	0	4	
			4	0	4	
<b>BLDG 18</b>						
UNIT 1801	SF-B	3	4	0	4	
			4	0	4	
<b>BLDG 19</b>						
UNIT 1901	SF-D	3	4	2	2	
			4	2	2	
<b>BLDG 20</b>						
UNIT 2001	SF-D	3	4	2	2	
			4	2	2	

**1 SITE PLAN - AREA 1.2**  
SCALE: 1" = 40'-0"

**GENERAL NOTES**

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- RE: CIVIL SHEETS (C-SERIES) FOR DETAILED UTILITY AND GRADING INFORMATION.

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**ARCHITECTURE:**  
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**SHEET NOTES**

- A** 75' STREAM SETBACK
- B** 100 YEAR FLOOD PLAIN
- C** AVERAGE HIGH WATER LINE
- D** PUBLIC ACCESS TRAIL "DISCOVERY TRAIL"
- E** SWALE FOR CONVEYING STORM WATER TO THE RIVER
- F** 25' SETBACK FROM HWY 6 ROW
- G** 50' SETBACK FROM HWY 6 ROW
- I** PRIVATE TRAIL FOR RESIDENTS

**ANNOTATION TYPES**

- PARCEL BOUNDARY
- PROPERTY BOUNDARY SPECIFIC TO INDIVIDUAL UNITS
- SETBACK
- 100 YEAR FLOOD PLAIN
- AVERAGE HIGH WATER LINE
- 12' PUBLIC TRAIL EASEMENT
- SH# SIGNAGE TAG RE: SIGNAGE SCHEDULE ON G-03
- P# PARKING SPOT 9' X 19' TYP.
- #### UNIT TAG

**MATERIALS**

- ROAD ASPHALT
- CURB & GUTTER CONCRETE
- DRIVEWAYS CONCRETE (BRUSHED)
- DRIVEWAYS GRAVEL/CRUSHER FINES
- WALKWAYS CONCRETE (EXPOSED AGGREGATE)
- PRIVATE TRAIL GRAVEL/CRUSHER FINES
- PUBLIC DISCOVERY TRAIL GRAVEL/CRUSHER FINES
- STORMWATER SWALE
- STORMWATER WATER QUALITY POND
- LANDSCAPED AREA PLANTED

**UTILITIES**

- EE-EE-EE ELECTRICAL OVERHEAD, EXISTING
- EU-EU-EU ELECTRICAL UNDERGROUND, PROPOSED
- W-W-W WATER SUPPLY
- S-S-S SANITARY SEWER
- SF-SF-SF SANITARY FORCE MAIN
- T TRANSFORMER
- SL SANITARY LIFT STATION
- IRRIGATION

**PLANTINGS**

- DECIDUOUS TREE RE: LANDSCAPE
- CONIFEROUS TREE RE: LANDSCAPE

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**ISSUANCE:**  
**R3 SUBMITTAL**

**ISSUE DATE:**  
**01.23.2026**

**REVISION HISTORY:**

**DRAWING SHEET TITLE:**  
**SITE PLAN - AREA 1.2**

**AS-02**

**GENERAL NOTES**

- UTILITIES WILL BE CONNECTED TO THE LOCAL EAGLE MUNICIPALITY SYSTEMS.
- ONLY WATER AND ELECTRICITY WILL BE BROUGHT TO THE SITE AS THERE IS NO ACCESS TO GAS AND ALL BUILDINGS WILL BE ELECTRIC.
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**SHEET NOTES**

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- E** SWALE FOR CONVEYING STORM WATER TO THE RIVER
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- G** 50' SETBACK FROM HWY 6 ROW
- H** EAGLE RIVER
- I** PRIVATE TRAIL FOR RESIDENTS

**ANNOTATION TYPES**

- PARCEL BOUNDARY
- PROPERTY BOUNDARY SPECIFIC TO INDIVIDUAL UNITS
- SETBACK
- 100 YEAR FLOOD PLAIN
- AVERAGE HIGH WATER LINE
- 12' PUBLIC TRAIL EASEMENT
- SIGNAGE TAG  
RE: SIGNAGE SCHEDULE ON G-03
- PARKING SPOT  
9' X 19' TYP.
- UNIT TAG

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**ISSUANCE:**

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**ISSUE DATE:**

**01.23.2026**

**REVISION HISTORY:**

**DRAWING SHEET TITLE:**

**SITE PLAN - AREA 1.3**

**AS-03**

**MATERIALS**

- ROAD ASPHALT
- CURB & GUTTER CONCRETE
- DRIVEWAYS CONCRETE (BRUSHED)
- DRIVEWAYS GRAVEL/CRUSHER FINES
- WALKWAYS CONCRETE (EXPOSED AGGREGATE)
- PRIVATE TRAIL GRAVEL/CRUSHER FINES
- PUBLIC DISCOVERY TRAIL GRAVEL/CRUSHER FINES
- STORMWATER SWALE
- STORMWATER WATER QUALITY POND
- LANDSCAPED AREA PLANTED

**UTILITIES**

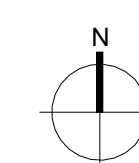
- ELECTRICAL OVERHEAD, EXISTING
- ELECTRICAL UNDERGROUND, PROPOSED
- WATER SUPPLY
- SANITARY SEWER
- SANITARY FORCE MAIN
- TRANSFORMER
- SANITARY LIFT STATION
- IRRIGATION

**PLANTINGS**

- DECIDUOUS TREE RE: LANDSCAPE
- CONIFEROUS TREE RE: LANDSCAPE

**PARKING - AREA 1.3**

7 NUMBER	TYPE	PARKING REQ'D	PARKING PROVIDED		
			TOTAL	EXT	INT
<b>BLDG 07</b>					
UNIT 0701	TH-E2	3	4	2	2
UNIT 0702	TH-M2	3	4	2	2
UNIT 0703	TH-M2	3	4	2	2
UNIT 0704	TH-M2	3	4	2	2
UNIT 0705	TH-E2	3	4	2	2
			20	10	10
<b>BLDG 08</b>					
UNIT 0801	TH-E2	3	4	2	2
UNIT 0802	TH-M2	3	3	1	2
UNIT 0803	TH-E2	3	3	1	2
			10	4	6
<b>BLDG 12</b>					
UNIT 1201	DUP	3	3	1	2
UNIT 1202	DUP	3	3	1	2
			6	2	4
<b>BLDG 13</b>					
UNIT 1301	DUP	3	3	1	2
UNIT 1302	DUP	3	3	1	2
			6	2	4
<b>BLDG 14</b>					
UNIT 1401	DUP	3	3	1	2
UNIT 1402	DUP	3	3	1	2
			6	2	4
<b>BLDG 21</b>					
UNIT 2101	SF-D	3	4	2	2
			4	2	2
<b>BLDG 22</b>					
UNIT 2201	SF-D	3	4	2	2
			4	2	2
<b>BLDG 23</b>					
UNIT 2301	SF-D	3	4	2	2
			4	2	2
<b>BLDG 24</b>					
UNIT 2401	SF-D	3	4	2	2
			4	2	2
<b>BLDG 25</b>					
UNIT 2501	SF-D	3	4	2	2
			4	2	2
<b>BLDG 26</b>					
UNIT 2601	SF-B	3	4	0	4
			4	0	4



**1 SITE PLAN - AREA 1.3**  
SCALE: 1" = 40'-0"



# Red Mountain Ranch

Design Guidelines – Draft (09.22.2025 Revision)



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## **1. Purpose and Intent**

The purpose of the Red Mountain Ranch Design Guidelines is to serve as the governing regulations which will control the development of the Red Mountain Ranch Planned Unit Development (PUD). All buildings and exterior improvements constructed as part of the Red Mountain Ranch PUD shall be subject to the following requirements. Uses by right can be found within the recorded Red Mountain Ranch PUD Guide.

It is the intent of the Red Mountain Ranch PUD to preserve the existing riparian landscape, native flora, old growth tree coverage, and grading as much as possible while planting new native vegetation to further enhance the natural environment within the properties governed by the Red Mountain Ranch PUD.

## 2. Definitions

**Accessory Building:** As defined in the Town of Eagle Land Use and Development Code

**Accessory Dwelling Unit:** As defined in the Town of Eagle Land Use and Development Code

**Adaptive Plant:** A non-native plant that can conform to a site's environmental conditions.

**Addition:** An improvement that increases the square footage of a structure. These include lateral additions added to the side or rear of a structure, vertical additions added on top of a structure and enclosures added underneath a structure.

**Alteration:** An improvement that changes the exterior appearance of a structure. These include changes to façade materials, openings, porches/decks/patios, exterior lighting.

**Azimuth:** Degree from which a panel or building is offset from True North.

**Boundary Wall(s):** Rigid walls used for separating spaces owned by multiple home/landowners or separating porches/decks/patios/driveways from HOA-owned and managed land.

**Building Height:** As defined in the Town of Eagle Land Use and Development Code

**Dormer:** A roofed structure, often containing a window, that projects vertically beyond the plane of a pitched roof.

**Driveway:** As defined in the Town of Eagle Land Use and Development Code

**Duplex:** A building containing two structurally independent dwelling units that appears to be a single, integrated structure. Where sizes of lots, FAR, etc. are provided, sizes/dimensions/percentages are based on each dwelling unit within a duplex, not the duplex as a whole.

**Dwelling Unit:** A building or part of a building with one kitchen providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation as defined by the Town's adopted building code, for not more than one family or household. For the purposes of this definition, a kitchen is defined as having either a 240v outlet or a gas line for a cooking appliance within 20-ft of a sink.

**Energy Use Intensity (EUI):** The amount of energy used per square foot annually. Calculated by dividing the total energy consumed in kBtu by the building in a year by the total Gross Floor Area.

**Exterior Corner(s):** The point at which two exterior walls form an external angle.

**Façade:** As defined in the Town of Eagle Land Use and Development Code

**Floor Area Ratio (FAR):** The measurement of a building's total floor area (measured to the outermost edge of the exterior wall, including covered porches/decks/patios/driveways) in relation to the size of the lot/parcel that the building is located on. FAR is expressed as a decimal number and is derived by dividing the total area of the building by the total area of the parcel (building area ÷ lot area).

**Grade, Existing:** As defined in the Town of Eagle Land Use and Development Code

**Grade, Finished:** As defined in the Town of Eagle Land Use and Development Code

**Gross Floor Area (GFA):** As defined in the Town of Eagle Land Use and Development Code

**High Water Mark:** The point along the bank of a stream or river that marks the water level of high spring runoff discharge, based on a recurrence interval of 10 years.

**Hotel/Motel:** As defined in the Town of Eagle Land Use and Development Code

**Interior Corner(s):** The point at which two exterior walls form an internal angle.

**Interior Lot Line:** A property line located between dwelling units at townhomes and duplexes with a shared common wall.

**Native Plant:** A plant species that is naturally found in the region.

**Pervious Surface/Permeable Paving:** Also referred to as pervious material. A material or surface that allows for the absorption of water into the ground or plant material, such as permeable pavers or a vegetated roof.

**Primary Entrance:** The place of pedestrian ingress and egress to a building, parcel, or development used most frequently by the public.

**Retaining Wall(s):** Relatively rigid walls used for supporting soil laterally so that it can be retained at different levels on the two sides.

**Riparian Area Management Plan (RAMP):** The purpose of the RAMP is to address the protection and maintenance of riparian buffers on property, utility easements, and greenway corridors along the Eagle River as part of the Red Mountain Ranch Development area.

**Roofline:** As defined in the Town of Eagle Land Use and Development Code

**R-Value:** A measure of resistance to the flow of heat through a given thickness of a material (such as insulation) with higher numbers indicating better insulating properties measured in  $K \times m^2 / W$ .

**Setback:** As defined in the Town of Eagle Land Use and Development Code

**Single Family Home:** A free-standing residential building, designed to be used as a single-dwelling unit, with one owner, and no shared walls.

**Site Lighting:** Lighting used to illuminate the site and site fixtures, including but not limited to the discovery trail, driveways, walkways, roads, parking lots.

**Solar Heat Gain Coefficient (SHGC):** The fraction of the incident solar radiation admitted to the interior of a building through a window, door, or skylight.

**Townhome:** A unit, together with the lot appurtenant thereto, held in fee simple ownership sharing a common unpierced vertical wall(s) with another townhouse(s) which comprises at least 10 percent of the linear measurement around the perimeter of the unit.

**U-Value or U-Factor:** A measure of the heat transmission through a building part (such as a wall or window) or a given thickness of a material (such as insulation) with lower numbers indicating better insulating properties measured in  $W / K \times m^2$ .

**Walk Out Basement:** A story that works with the natural topography of a site and allows for an occupied story to walk directly out onto the neighboring landscape.

**Wall, Parapet:** A portion of a wall that extends above the roof line.

**Xeriscape:** Landscape methods that conserve water by using drought-tolerant plants and planting techniques, with efficient irrigation systems.

### **3. Residential Construction**

#### **3.1. Applicable Planning Areas**

- A. Section 3 applies to all Planning Area's in the Red Mountain Ranch Development.

#### **3.2. Applicable Codes**

- A. Codes and amendments adopted by the Town of Eagle shall govern.
- B. All residential dwelling units shall be designed so that they fall under the necessary requirements to meet the International Residential Code (IRC).

#### **3.3. Accessory Dwelling Units**

##### **3.3.1. Applicable Planning Areas**

- A. Accessory Dwelling units are permitted on Planning Area 1.
- B. Accessory Dwelling units are permitted on Planning Areas 3 through 6.

#### **3.4. Siting**

##### **3.4.1. Setbacks**

- A. Planning Area 1 minimum setbacks on residential lots are as follows:
  - 1. Townhomes:
    - a. Front: 10-feet (10')
    - b. Side: 7-feet 6-inches (7'-6")
    - c. Side Interior: 0-feet (0')
    - d. Rear: 10-feet (10')
  - 2. Duplexes:
    - a. Front: 2-feet 6-inches (2'-6")
    - b. Side: 7-feet 6-inches (7'-6")
    - c. Side Interior: 0-feet (0')
    - d. Rear: 10-feet (10')
  - 3. Single Family
    - a. Front: 2-feet 6-inches (2'-6")

- b. Side: 7-feet 6-inches (7'-6")
    - c. Rear: 10-feet (10')
  - B. Planning Area 4 minimum setbacks on residential lots are as follows:
    - 1. Townhomes:
      - a. Front: 10-feet (10')
      - b. Side: 7-feet 6-inches (7'-6")
      - c. Side Interior: 0-feet (0')
      - d. Rear: 20-feet (20')
    - 2. Duplexes:
      - a. Front: 10-feet (10')
      - b. Side: 7-feet 6-inches (7'-6")
      - c. Side Interior: 0-feet (0')
      - d. Rear: 20-feet (20')
    - 3. Single Family
      - a. Front: 10-feet (10')
      - b. Side: 7-feet 6-inches (7'-6")
      - c. Rear: 20-feet (20')
- C. Planning Area 5 and 6 minimum setbacks on residential lots are as follows:
  - 1. Duplexes:
    - a. Front: 10-feet (10')
    - b. Side: 7-feet 6-inches (7'-6")
    - c. Side Interior: 0-feet (0')
    - d. Rear: 20-feet (20')
  - 2. Single Family
    - a. Front: 10-feet (10')
    - b. Side: 7-feet 6-inches (7'-6")
    - c. Rear: 20-feet (20')

**3.4.2. Orientation and Massing**

- A. Buildings shall be sited and massed according to the following sections to optimize production of building mounted solar energy generation systems and

infrastructure, while minimizing loads on HVAC systems through the deployment of passive heating and cooling principles.

**3.4.3. Site Preservation**

- A. Existing trees, ground cover, and other vegetation noted in the RAMP as native and in good condition shall remain.
- B. Proposed development shall limit disturbance to the minimum area necessary for construction and shall provide a Construction Management Plan as part of a complete Design Review Submittal.
- C. Minimize grading and hardscapes to provide connections between stands of native vegetation and landscaped areas; use native and water wise vegetation for all planting.

**3.4.4. Lot Coverage**

- A. Minimum Lot Sizes:

	Townhome	Duplex 1/2	Single Family
<b>Planning Areas 1-4</b>	900 sf	2,000 sf	6,000 sf
<b>Planning Area 5</b>	1,200 sf	2,000 sf	15,000 sf
<b>Planning Area 6</b>	1,200 sf	2,000 sf	15,000 sf

- B. Maximum Floor Area Ratio (FAR) per building type:

	Townhome	Duplex 1/2	Single Family
<b>Planning Areas 1-4</b>	3.0	2.0	1.0
<b>Planning Area 5</b>	3.0	2.0	0.4
<b>Planning Area 6</b>	3.0	2.0	0.4

- C. Dwelling units are limited to a maximum of 10,000 sf

**3.4.5. Parking**

- A. Parking shall be based on the Town of Eagle’s zoning code and shall meet the minimum requirements described.

B. Minimum Garage size requirements by Planning Area:

	<b>Townhome</b>	<b>Duplex 1/2</b>	<b>Single Family</b>
<b>Planning Areas 1-4</b>	1 Car	2 Car	2 Car
<b>Planning Areas 5-6</b>	2 Car	2 Car	2 Car

C. Minimum garage sizes shall be as follows (width x depth of interior faces of garage):

1. One-car garage: 14-feet x 20-feet (14' x 20')
2. Two-car garage: 20-feet x 20-feet (20' x 20')
3. Three-car garage: 32-feet x 20-feet (32' x 20')

D. Planning areas 1 through 4 must provide the necessary garage parking spaces but may provide additional required spaces throughout the development Planning Area.

E. Planning areas 5 and 6 must provide all necessary parking within the individual property lines for each dwelling unit.

**3.4.6. Grading**

- A. Design grading to minimize changes to natural topography and minimize impacts to stands of existing vegetation.
- B. Grading shall establish positive drainage, in accordance with the Town of Eagle building code, away from structures, minimize grading and utilize natural drainage patterns to dissipate and infiltrate stormwater across the site.
- C. Proposed development shall limit disturbance to the minimum area necessary for construction and shall provide a Construction Management Plan as part of a complete Design Review Submittal.
- D. New grading shall be minimal to allow for drainage around dwelling units and collection of stormwater for drainage to HOA-managed on-site stormwater swales and detention ponds.

**3.4.7. Planting and Vegetation**

- A. Site landscaping shall prioritize native and water wise vegetation.
  - 1. Pre-approved and recommended planting species are established in the RAMP.
- B. Individual irrigated turf areas are not permitted throughout the development.
  - 1. Exception: Areas provided by the development and HOA-maintained for common use are permitted.
  - 2. Exception: Per sizes listed below:

	<b>Townhome</b>	<b>Duplex 1/2</b>	<b>Single Family</b>
<b>Planning Areas 1-6</b>	N/A	1,000 sf	2,000 sf

**3.4.8. Fencing and Walls**

- A. Fences are not permitted, unless approved by the design review board.
  - 1. Exception: At the Northern edge of the Red Mountain Ranch property neighboring Highway US6, around public gardens, and composting areas.
  - 2. Exception: Berms are permitted throughout the Red Mountain Ranch Property.
  - 3. Exception: Screening of mechanical equipment, metering, etc.

**3.4.9. Address Signage**

- A. Signage shall be limited to building addressing and individual characters shall be six inches (6”) or less measured vertically.
  - 1. Exception: As part of the development, one sign at the entry to each Planning Area is permitted.
- B. Address signage shall be located clearly on dwelling unit’s elevation facing the street.

1. Where driveways exceed easy visibility to a dwelling unit's elevation, a yard sign, constructed of a natural material, located at the beginning of the driveway shall be permitted.

#### **3.4.10. Site Lighting**

- A. All site lighting shall be LED with a color temperature of 2,700-Kelvin (K).
- B. Site lighting shall meet the night sky requirements set forth in the Town of Eagle code.
- C. Diodes within lighting fixtures shall not be visible.
- D. Site lighting fixtures shall be consistent with precedent fixtures used throughout the rest of the development. To the extent possible, the fixtures below shall be used for site lighting. Use of alternative lighting fixtures must be approved by the Design Review Board.
  1. Louis Polusen Flindt Bollard
  2. Louis Polusen Flindt Garden Bollard

### **3.5. Performance Criteria and Systems**

#### **3.5.1. Performance Standards**

- A. Dwelling units shall be designed to meet the International Energy Conservation Code (IECC) 2021 or currently adopted energy code, whichever is more restrictive, unless noted otherwise.

#### **3.5.2. Photovoltaic Infrastructure**

- A. All solar infrastructure shall be located on the roofs of dwelling units or accessory buildings.
- B. Solar infrastructure shall be placed at a tilt between 22.5 – 37 degrees with an azimuth to North between 110 – 230 degrees.

#### **3.5.3. Natural Gas Systems**

- A. No fossil fuels shall be burned on-site for residential dwelling units.

1. Exception: Fixtures such as outdoor grills, fire pits, etc.

#### **3.5.4. Mechanical Systems**

- A. Dwelling units shall be mechanically ventilated.
- B. Smart thermostats with scheduled setpoints shall be installed in dwelling units.
- C. MERV 13 filters shall be installed on all outdoor air intake systems.

#### **3.5.5. Electrical Systems**

- A. Dwelling units shall be Photovoltaic ready.
  1. Reference the [United States Environmental Protection Agency \(EPA\) Solar Photovoltaic Guidelines](#) for photovoltaic ready homes.
- B. Dwelling unit garages shall be EV charging ready for future installation.

#### **3.5.6. Plumbing Systems**

- A. All plumbing fixtures shall be [EPA WaterSense](#) labeled.
- B. Laundry appliances and dishwashers shall have an [Energy Star Rating](#).
- C. Potable water shall not be used for irrigation systems.
- D. Irrigation of planting on-site shall be met with 100% raw water diverted from the Eagle River to HOA-owned and managed on-site detention basins or met with a recycled water source.
  1. Water gathered from the Eagle River shall be in accordance with the allowed water rights assigned to Red Mountain Ranch.

#### **3.5.7. Building Envelope Systems**

- A. Exterior Walls
  1. Exterior walls shall be designed to 10% better than code.
- B. Roofs
  1. Roofs shall be designed to 10% better than code.
- C. Openings

1. All openings shall be designed with a minimum of double pane glazing.
2. Windows and doors shall have a maximum Solar Heat Gain Coefficient (SHGC) of 0.5.

### **3.6. Building Characteristics**

#### **3.6.1. Building Form**

- A. The maximum height of residential dwelling units shall be defined in the Red Mountain Ranch PUD as measured per the Town of Eagle Land Use Code.
  1. Dwelling units shall be maximum 2 stories.
    - a. Exception: Where townhomes are located a minimum of 150-feet (150') from the high-water mark of the Eagle River, 3 stories shall be permitted.
- B. Roofs
  1. Flat roofs are not permitted as the primary roof structure.

#### **3.6.2. Plans**

- A. Entries from the exterior shall be covered by a minimum of 30-inches (30") measured from the exterior building face.
- B. Living Spaces (living room, kitchen, dining room, etc.)
  1. Living spaces should open into nature.

#### **3.6.3. Roof and Parapets**

- A. Roofs shall not be constructed of asphalt shingles.

#### **3.6.4. Materials and Color**

- A. Non-Combustible exterior finish materials shall be located up to a minimum height of 18-inches (18") around the building's perimeter.

#### **3.6.5. Lighting**

- A. All lighting shall be LED with a color temperature of 2,700-Kelvin (K)
- B. Where lighting with an up-light is permitted per the Town of Eagle code, the light must be located under an overhang.

1. Exception: Landscape lighting that meets the Town of Eagle code.
- C. Diodes within lighting fixtures shall not be visible.

1. Exception: Holiday lights

**3.6.6. Exterior Equipment**

- A. Exterior equipment shall be hidden from plain sight and integrated into the buildings' form or screened with vegetation or fencing.

## **4. Commercial Construction**

### **4.1. Applicable Planning Areas**

- A. Section 4 applies to Planning Area's 2, and 3 in the Red Mountain Ranch Development.

### **4.2. Applicable Codes**

- A. Codes and amendments adopted by the Town of Eagle shall govern. As a rule, if two regulations pose a conflict, the more restrictive regulation applies.

### **4.3. Siting**

#### **4.3.1. Setbacks**

- A. Minimum setbacks for Commercial buildings shall be as follows:
  - 1. Front: 10-feet (10') at Planning Area 2; 25-feet (25') at Planning Area 3
  - 2. Side: 12-feet 6-inches (12'-6")
  - 3. Rear: 20-feet (20')

#### **4.3.2. Orientation and Massing**

- A. Buildings shall be sited and massed according to the following sections to optimize production of building mounted solar energy generation systems and infrastructure, while minimizing loads on HVAC systems through the deployment of passive heating and cooling principles.

#### **4.3.3. Site Preservation**

- A. Existing trees, ground cover, and other vegetation noted in the RAMP as native and in good condition shall remain.
- B. Proposed development shall limit disturbance to the minimum area necessary for construction and shall provide a Construction Management Plan as part of a complete Design Review Submittal.
- C. Minimize grading and hardscapes to provide connections between stands of native vegetation and landscaped areas; use native and water wise vegetation for all planting.

#### **4.3.4. Parking**

- A. Parking shall be based on the Town of Eagle’s zoning code and shall meet the minimum requirements described.

#### **4.3.5. Grading**

- A. Design grading to minimize changes to natural topography and minimize impacts to stands of existing vegetation.
- B. Grading shall establish positive drainage, in accordance with the Town of Eagle building code, away from structures, minimize grading and utilize natural drainage patterns to dissipate and infiltrate stormwater across the site.
- C. Proposed development should limit disturbance to the minimum area necessary for construction and shall provide a Construction Management Plan as part of a complete Design Review Submittal
- D. Buildings should be placed to preserve existing grading.
  - 1. New grading should be minimal to allow for drainage around buildings and collection of stormwater for drainage to HOA-managed on-site stormwater swales and detention ponds.

#### **4.3.6. Stormwater and Drainage**

- A. Buildings shall be equipped with foundation drains that are directed to HOA-managed on-site stormwater swales and detention ponds.

#### **4.3.7. Planting and Vegetation**

- A. Site landscaping shall prioritize native and water wise vegetation.
  - 1. Pre-approved and recommended planting species are established in the RAMP.
- B. Irrigated turf areas are permitted on Planning Area 2 and 3.

#### **4.3.8. Fencing and Walls**

- A. Fences are not permitted, unless approved by the Design Review Board.

1. Exception: At the Northern edge of the Red Mountain Ranch property neighboring Highway US6, around public gardens, and composting areas.
  2. Exception: Berms are permitted throughout the Red Mountain Ranch Property.
- B. Retaining walls and boundary walls shall be permitted in accordance with the sections below.
1. No concrete retaining walls or boundary walls are permitted.
  2. Retaining walls and boundary walls shall be constructed of river rock, gabion walls, or materials consistent with the exterior façade of buildings or structures.

#### **4.3.9. Address Signage**

- A. Signage shall be limited to building addressing and individual characters shall be 12-inches (12”) or less measured vertically.
1. Exception: As part of the development, one sign at the entry to each Planning Area is permitted.

#### **4.3.10. Site Lighting**

- A. All site lighting shall be LED with a color temperature of 2,700-Kelvin (K).
- B. Site lighting shall meet the night sky requirements set forth in the Town of Eagle code.
- C. Diodes within lighting fixtures shall not be visible.
- D. Site lighting fixtures shall be consistent with precedent fixtures used throughout the rest of the development. To the extent possible, the fixtures below shall be used for site lighting. Use of alternative lighting fixtures must be approved by the Design Review Board.
1. Louis Polusen Flindt Bollard
  2. Louis Polusen Flindt Garden Bollard

#### **4.4. Performance Criteria and Systems**

#### **4.4.1. Performance Standards**

- A. Commercial buildings shall be designed to meet the International Energy Conservation Code (IECC) 2021, unless noted otherwise.

#### **4.4.2. Photovoltaic Infrastructure**

- A. All solar infrastructure shall be located on the roofs of commercial buildings.
- B. Solar infrastructure shall be placed at a tilt between 22.5 – 37 degrees with an azimuth to North between 110 – 230 degrees.

#### **4.4.3. Natural Gas Systems**

- A. No fossil fuels shall be burned on-site for commercial buildings.
  - 1. Exception: Fixtures such as outdoor grills, fire pits, etc.
  - 2. Exception: If required by the commercial restaurant tenant on Planning Area 2, a propane tank may be equipped within the back-of-house loading and trash area.
    - a. The propane tank must be properly screened so as to not be visible from the parking lot or publicly occupied areas of Parcel 2.

#### **4.4.4. Mechanical Systems**

- A. Commercial buildings shall be mechanically ventilated.
- B. Smart thermostats with scheduled setpoints and setbacks shall be installed.
- C. MERV 13 filters shall be installed on all outdoor air intake systems.

#### **4.4.5. Electrical Systems**

- A. EV Charging requirements for commercial construction shall comply with the Town of Eagle code.

#### **4.4.6. Plumbing Systems**

- A. All plumbing fixtures shall be [EPA WaterSense](#) labeled.
- B. Potable water shall not be used for irrigation systems.

C. Irrigation of planting on-site shall be met with 100% raw water diverted from the Eagle River to HOA-owned and managed on-site detention basins or met with a recycled water source.

1. Water gathered from the Eagle River shall be in accordance with the allowed water rights assigned to Red Mountain Ranch.

#### **4.4.7. Building Sprinkler Systems**

A. All commercial buildings shall be fully sprinklered.

#### **4.4.8. Building Envelope Systems**

A. Exterior Walls

1. Exterior walls shall be designed to 10% better than code.

B. Roofs

1. Roofs shall be designed to 10% better than code.

C. Openings

1. All openings shall be designed with a minimum of double pane glazing.
2. Windows and doors shall have a maximum Solar Heat Gain Coefficient (SHGC) of 0.5.
3. Windows shall not have a vinyl frame.

### **4.5. Building Characteristics**

#### **4.5.1. Building Form**

A. The maximum height of commercial buildings shall be measured per the Town of Eagle code, and limited to a maximum height of:

#### **4.5.2. Plans**

A. Entries from the exterior shall be covered by a minimum of 48-inches (48") measured from the exterior building face.

#### **4.5.3. Roof and Parapets**

- A. Roofs shall be designed as non-combustible (Class A fire rating) with 1/8-inch (1/8") metal mesh coverings for ventilation openings.
- B. Roofs shall not be constructed of asphalt shingles.

#### **4.5.4. Materials and Color**

- A. Field applied exterior coatings are not permitted.
  - 1. Exception: Where long term maintenance is required, field applied exterior coatings are permitted.
  - 2. Exception: At the sole discretion of the Design Review Board, field applied exterior coatings may be permitted.
- B. Stucco is not permitted.

#### **4.5.5. Lighting**

- A. All lighting shall be LED with a color temperature of 2,700-Kelvin (K).
- B. Where lighting with an up-light is permitted per the Town of Eagle code, the light must be located under an overhang.
  - 1. Exception: where up-lighting is allowed for landscaping per the Town of Eagle code.
- C. Diodes within lighting fixtures shall not be visible.
  - 1. Exception: Holiday lights

#### **4.5.6. Exterior Equipment**

- A. Exterior equipment shall be hidden from plain sight and integrated into the buildings form or screened with vegetation or fencing.

## **5. Construction Regulations**

### **5.1. Regulations**

- A. Construction regulations shall conform with the Town of Eagle code.

## **6. Alterations, Additions, and Maintenance**

### **6.1. Regulations**

- A. Alterations, additions, and maintenance shall conform with the Town of Eagle code.

## **7. Design Review and Approval**

### **7.1. Development Regulations**

#### **7.1.1. Introduction**

- A. The following sections describe the major steps involved in the Red Mountain Ranch design review process. Submittal materials required for each step in the process are also listed. The Design Review Board (DRB) may, at the request of an owner or their own discretion, modify any of these submittal requirements. Approved plans will be valid for 18 months from date of approval. The administrator will determine the level of review after expiration.
- B. While these design guidelines constitute the primary tool for controlling the development of Red Mountain Ranch, other materials must also be considered during the design process. In addition to these guidelines, the annexation of Red Mountain Ranch into the Town of Eagle included the approval of a development guide. The Town of Eagle has adopted various codes and regulations that apply to this development (building, electrical, plumbing, mechanical, lighting ordinances, land use code, etc.) Each of these documents establishes regulations that also control the development of Red Mountain Ranch. In some cases, there may be conflicting provisions within these control documents. In the event of such conflict, the most restrictive provisions shall apply.

### **7.2. Design Review Process**

#### **7.2.1. Design Review Process**

- A. The design review process encompasses three design stages as follows:

#### **7.2.2. Step One: Pre-Design Conference**

- A. The Pre-Design Conference is an informal review to exchange introductory design information between the DRB Administrator and the Owner, Architect, and Builder. The purpose of the Pre-Design Conference is to facilitate the smooth, timely and cost-effective review and approval of development at Red Mountain Ranch. It is intended that the Pre-Design Conference be held at the very beginning of the design process prior to the Owner committing substantial professional design costs.

B. Topics of Discussion:

1. Red Mountain Ranch Design Guidelines and other related Town of Eagle regulations
2. Energy efficiency and performance characteristics will be prioritized throughout the Design Review Process
3. Property boundaries and setbacks
4. Easements and utilities
5. Topographic survey
6. Site characteristics (views, sun, adjacent properties, solar infrastructure access, road access, etc.)
7. Riparian Area Management Plan as it pertains to the site in question.
8. Required Materials
  - a. Pre-Design Conference Application
  - b. Pre-Design Conference Fee
  - c. Information indicating the relationship of proposed development to the site and adjacent homesites.
  - d. Conceptual site plan of the homesite indicating the location of all proposed structures, other site improvements, and information from the RAMP.
  - e. Plan for achieving the performance requirements set forth in the Red Mountain Ranch Design Guidelines.
  - f. Perspective and other informal character sketches, clippings, etc. of the proposed residence floor plans and elevations. Formal detailed plans are not required at the Pre-Design Stage.

**7.2.3. Step Two: Preliminary Plan Review**

- A. The Preliminary Plan Review is the first of two review stages conducted with the full Design Review Board. The purpose of the Preliminary Plan Review is to

ensure that the design development level drawings conform to the Red Mountain Ranch Design Guidelines prior to construction level drawings being undertaken. It is intended to provide the Owner, Architect and DRB with the information needed to avoid wasted time, effort and expense that result from pursuing a design in conflict with the Design Guidelines.

B. The typical Preliminary Plan Review, without limitation, will focus on:

1. Responses to matters identified at the Pre-Design Conference
2. Plan to comply with the Design Guidelines performance requirements.
3. Design specific site plan and architecture responsiveness to the Plat, Design Guidelines, and other applicable regulations
4. Preliminary materials and color selections
5. Preliminary exterior lighting plans
6. Preliminary landscape, planting, and irrigation plans

C. Required Materials

1. Preliminary Plan Review Application and Checklist
2. Preliminary Plan Review Fee
3. Topographic Survey prepared by a licensed surveyor of the lot showing:
4. Property boundaries of the subject homesite and adjacent property lines within 20'
5. Setback lines
6. Platted easements
7. 2' contour intervals, significant natural features (e.g. rock outcrops, drainages, trees, etc.)
8. Other improvements, utilities, or other structures affecting development on the homesite.
9. PDF set of plans including:

- a. Site plan based on Topography showing property boundaries of the subject homesite and adjacent property lines within 20'
  - b. Setback lines
  - c. Easements
  - d. Existing and proposed contours at 2' intervals
  - e. Building footprint and eave drip line locations
  - f. Driveways
  - g. Site drainage
  - h. Utilities including evidence of adequate sewer service gradient
  - i. Site improvements such as fences, decks, patios, walks, etc.
10. Preliminary energy model of proposed buildings and structures
11. Proposed Architectural Plans showing:
- a. Floor plans of all proposed buildings or structures
  - b. Floor area and site coverage calculation table total building and impervious surfaces
  - c. All elevations with existing and final grading shown
  - d. Longitudinal and cross building sections through all principal masses of the building
  - e. Building height calculation
12. Table of exterior materials and color samples
13. Proposed exterior lighting and cut sheets
14. Exterior assemblies
15. Proposed Landscape Plan showing:
- a. Footprint of buildings and structures
  - b. Existing and final contours at 2' interval

- c. Lawn area, building perimeter beds, other planting beds, street trees, other trees
- d. Conceptual plant massing including intended mature height and spread
- e. Sprinkler irrigation, drip irrigation, and non-irrigated areas
- f. Summary table of irrigation areas by type, square footage, and % of the lot area

#### **7.2.4. Step Three: Final Plan Review**

- A. The purpose of the Final Plan Review is to ensure responsiveness to Preliminary Plan Review guidance, and to ensure that the construction plan set including all improvements to the site conforms to the Design Guidelines. Final approval will be the record basis for issuance of the Design Review Approval letter and stamped plan set required by the Town of Eagle prior to their review of a building permit application.
- B. The typical Final Plan Review, without limitation, will focus on:
  - 1. Response to matters identified at the Preliminary Plan Review
  - 2. Design specific site plan and architecture responsiveness to the Plat, Design Guidelines, and other applicable regulations.
  - 3. Final materials and color selections
  - 4. Final exterior lighting plan
  - 5. Final landscape, planting, and irrigation plan.
- C. Required Materials
  - 1. Responses to Preliminary Plan Review comments
  - 2. Final energy model of proposed buildings and structures
  - 3. Proposed Site Plan
  - 4. Property lines of and within 20' of subject lot
  - 5. Design Review Setback lines

6. Platted easements
7. Existing and proposed contours (2' interval)
8. Building footprint and eave drip lines
9. Driveways/Walkways
10. Site drainage
11. Utility, meter, and panel locations and sewer service gradient
12. Site improvements (e.g. fences, decks, patios, walks, etc.)
13. Grading Plan
14. Proposed buildings and structures footprint
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  - b. All existing vegetation to remain must be surrounded by construction fences separated from the building area and site staging area
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- b. Dimensioned elevations of all proposed buildings and structures with existing and finished grade
- c. Longitudinal and cross building sections through all principal masses of the building
- d. Building Height Calculations
- e. Building height to be calculated to a permanent on-site benchmark.
- f. Overall building height from proposed grading to finished roof line is to be provided.
- g. Overall building height calculated from top of foundation to the ridge of the roof is to be provided.
- h. Exterior lighting plan and specifications
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#### 21. Architectural Details

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- b. Typical foundation/wall sections showing structure and exterior materials
- c. Exterior assemblies
- d. Porch/Deck details
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- f. Window and trim section and elevation for all wall conditions
- g. All exterior materials
- h. Exterior elements not otherwise readily apparent on plans and elevations

#### 22. Table and samples of proposed exterior materials

#### 23. Exterior materials sample board

24. Final Landscape Plan

- a. Footprint of buildings and structures, and all other improvements
- b. Existing and final contours at 2' interval
- c. Planting plan (lawn areas, perimeter planting beds, other planting beds, trees, etc.)
- d. Plant list (botanical name, common name, size, quantity)
- e. Irrigation plan (sprinkler irrigation, drip irrigation, non-irrigated areas, etc.)
- f. Summary table of irrigation square footage by type and % of lot area

25. Estimated Construction Schedule

- a. Start date, substantial completion date, landscaping installation date, occupancy date.

D. Incomplete/Late Submittals

- 1. Incomplete and/or late submittals will not be accepted.

E. Town of Eagle Building Permit Sets

- 1. Following Final DRB Approval the Applicant shall provide the DRB with an electronic Full-scale Plan Set that have been revised to address the Conditions of Final Approval (if any). Within 1 week after acceptance of the Revised Final Plan Sets the DRB will issue to the Owner a Design Review Approval letter and stamped plans. Upon issuance of its building permit, the Town of Eagle will retain one of these plans sets for their records and issue the second with the Building Permit for construction.

**7.2.5. Construction Inspections**

- A. The Town of Eagle is the responsible agency for construction inspections. The Design Review Board will also inspect construction progress at certain milestones as follows:
- B. Pre-Construction Meeting on Site

1. The purpose of the Pre-Construction Meeting on site is to assure that the builder and Owner have installed the elements of the Construction management plan prior to any other construction on the site.
2. When the building permit is received, the Owner, Owner's Representative, and/or Builder shall notify the Design Review Administrator and schedule an on-site meeting with the Design Review Administrator to review the installation of all elements of the Construction Management Plan.
3. Once the Construction Management Plan elements are properly installed, the Design Review Administrator will release the site for construction.

#### C. Improvement Location Certificate and Inspection

1. The purpose of the Improvement Location Certificate and Inspection is to assure that the foundation footers are located in accordance with the approved plans and that no encroachment into setbacks or easements occurs.
2. The Owner is responsible for providing the Design Review Administrator with a copy of the Improvement Location Certificate by a licensed Surveyor. Alternatively, the Owner may provide the Design Review Administrator with a copy of the Town of Eagle footer and foundation forming inspection reports and surveys (if required by the Town).

#### D. Framing/Building Height Inspection

1. The purpose of the Framing/Building Height Inspection is to ensure that the building is being built in accordance with the approved plans.
2. The Owner is responsible for notifying the Design Review Board at the same time as the Town of Eagle is notified for its framing inspection. The DRB will attend the framing inspection on site. If the building height is as provided in the approved drawings, the DRB will insert a note in the file to that effect. If the building height exceeds the approved height, remedial measures shall be required which may include but not be limited to construction stop order pending resubmittal for amended final plan approval, and/or framing demolition and reconstruction to the approved design.

#### E. Design Changes During Construction

1. It is common for the design of buildings to be refined during the construction process. To the extent that such changes differ from the approved design, the Owner is responsible to seek and obtain the DRB approval for such changes prior to implementation. The DRB will make reasonable efforts to review such changes promptly. However, if in the sole opinion of the DRB Administrator such changes constitute a substantial variance from the approved design, full board action at a regularly scheduled meeting may be required.
2. The Owner is required to present proposed changes to the DRB for approval prior to implementation. The DRB submittal and review process for design changes during construction will be managed at an appropriate level based on the scope of the proposed changes. Minor changes may be addressed administratively, whereas substantial changes may require full DRB action. The DRB will make every reasonable effort to act on such changes in a timely manner.

#### F. Certificate of Compliance Review

1. The purpose of the Compliance Review is to confirm that the buildings and structures and all site improvements are constructed in close conformance with the approved Final Design. The Town of Eagle requires a Certificate of Compliance from the Design Review Board prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy.
2. The Owner is responsible for notifying the Design Review Board when the residence is ready for the Certificate of Compliance review. The DRB will conduct a site visit and inspection to confirm completion of the project as approved. If confirmed, the DRB will issue a Certificate of Compliance. Also, if confirmed the DRB will release the Construction Compliance Deposit.

#### G. Modifications/Alteration/Additions to Existing Building or Structures

1. Design Review Board approval is required for any modifications to the exterior of an existing building or its landscape. The review of modifications to existing buildings will generally follow the procedures outlined in the Preliminary Review and Final Review steps above. Prior to the beginning of

any design of modifications/alterations/additions the Owner is required to contact the DRB to outline a review process and submittal requirements for the changes.

#### H. Continuity of Construction

1. All improvements commenced on the lots will be prosecuted diligently to completion. If an improvement is commenced and then abandoned for more than ninety (90) days, or if construction is not completed within a reasonable period set forth in the Construction Schedule, then after notice and the opportunity for hearing as provided in the Bylaws of the Association may impose a fine of \$1,000 per day (or such other reasonable amount as the Associate may set) to be charged against the Owner of the lot until construction is resumed or the improvement is completed as applicable, unless the Owner can prove to the satisfaction of the Design Review Board that such abandonment is for circumstances beyond the Owner's control.

# CONCEPT RIPARIAN AREAS MANAGEMENT PLAN

## RED MOUNTAIN RANCH PUD

Eagle County, Colorado



*prepared for:*

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**BIRCH ECOLOGY**

SEPTEMBER 2025

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## 1.0 INTRODUCTION

Red Mountain Ranch is a 106.2-acre PUD located just east of downtown Eagle Colorado, between Highway 6 and the Eagle River (Figure 1). The property has been divided into seven planning areas as detailed in the September 15<sup>th</sup>, 2020 PUD Guide. The PUD authorizes a total of 153 dwelling units including single-family, two-family and multi-family housing; commercial space; parks and open space; and amenities such as a community garden, a Discovery Trail, and a Nature Center, as shown by the PUD Zoning Plan (Figure 2; Sheets 1-6).

In accordance with the PUD Guide, site planning will follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and the Town of Eagle River Corridor Plan. The design will provide for clustered areas of development and integrate buffer zones, formal and informal open space areas within the plan.

A focal aspect of Red Mountain Ranch is designated open space, which will center around and protect the riparian corridor. More than half (56%) of the total area is designated as open space (59.1 acres), which exceeds the required 21.2 acres of open space per the Town Code by 37.9 acres.

This Riparian Areas Management Plan works to realize the vision for Red Mountain Ranch to protect water quality and habitat while providing access to the river for fishing and recreation, education, and community enjoyment. The following descriptions specify Management Plan Concepts and Best Management Practices that can promote the ecological functioning of the Eagle River riparian corridor while providing a balance of land uses for the site.

This Plan is a living document that may be updated as detailed planning progresses for each phase of the project. It is a conceptual plan intended to establish policies and guidelines which will inform project planning and provide for future adaptive management of the riparian corridor.



## 2.0 ENVIRONMENTAL SETTING



Red Mountain Ranch is located between U.S. Highway 6 and the Eagle River, with open space areas that extend south of the river in Planning Areas 1 and 3 (Figures 1 & 2). Red Mountain Ranch includes approximately 1.9 miles of river frontage.

BLM lands in the Hardscrabble SRMA are located south of Planning Areas 1 and 2. A

portion of the BLM property extends to the north side of the Eagle River between Planning Areas 1, 2 and 3 (Figure 2). The team is partnering with the BLM to integrate this area north of the river into project planning, with the possibility for a connected trail system that crosses between both properties. Private lands in Diamond Star Ranch border the other planning areas on the south side of the river.

Land uses have included past gravel mining in Planning Areas 1, 2, 4, 5 and 6, with agricultural uses for the other areas. Red Mountain Farm currently operates onsite and grows fresh produce for restaurants from their gardens in Planning Area 2. In addition, the river frontage is actively used for fishing. Red Mountain Ranch encompasses a Colorado Parks and Wildlife fishing easement along the Eagle River within Planning Areas 2-6.



The Eagle River supports riparian vegetation with a mature overstory of cottonwood trees, willows, and abundant native shrubs. Stands of mature balsam poplar (*Populus balsamifera*) and narrowleaf cottonwood (*Populus angustifolia*) trees are a prominent feature of the riparian corridor, growing with scattered blue spruces (*Picea pungens*) on the floodplain.



***Mature tree canopy in OS-1 with younger narrowleaf cottonwoods and hawthorns.***

Along with cottonwood saplings, river hawthorn (*Crataegus rivularis*) shrubs are common in the understory where they grow with native shrubs including skunkbrush sumac (*Rhus trilobata*), silver buffaloberry (*Shepherdia argentea*), basin big sagebrush (*Artemisia tridentata* ssp. *tridentata*), golden currant (*Ribes aureum*) and Wood's rose (*Rosa woodsii*). The cobbly edge of the river is lined by sandbar willow (*Salix exigua*), a native wetland shrub which is important for habitat and erosion control.



***Dense stand of sandbar willow on a cobble bar in the Eagle River.***

In addition to these native species, Russian olive (*Elaeagnus angustifolia*) trees are common along the riparian corridor and will be removed. During weed management, it will be important to distinguish Russian olive from the desirable native silver buffaloberry, which has a similar appearance.



**Silver buffaloberry (far right) grows with two Russian olives along the bank of the Eagle River.**

The understory of the riparian corridor is characterized by introduced grasses growing with abundant weeds, as well as a few native species. The dominant grass is the introduced perennial smooth brome (*Bromus inermis*), an aggressive species that can crowd out native plants. In the shady understory of the cottonwoods, smooth brome grows with dense stands of noxious weeds including Canada thistle (*Cirsium arvense*), houndstongue (*Cynoglossum officinale*), and burdock (*Arctium minus*). In the drier areas, white top (*Cardaria draba*), Russian knapweed (*Acroptilon repens*), and Scotch thistle (*Onopordum acanthium*) are problematic.



**Dense growth of Canada thistle, houndstongue and burdock.**

Riparian wetlands line the banks of the Eagle River, as illustrated by the Preliminary Wetland Map prepared by Birch Ecology (Figure 3, sheets 1 to 7). The wetlands illustrated on Figure 3 were delineated in accordance with U.S. Army Corps of Engineers methodology in 2013, 2015 and 2016. However, the mapping is considered preliminary because it has not yet been formally reviewed or approved by the Corps. As the development progresses, the delineation will be updated, and a formal Corps approval will be obtained to provide a basis for wetland permitting. Currently, only minor wetland disturbances are anticipated to facilitate fishing, river access, and irrigation diversions.



*Wetlands on the floodplain of the Eagle River.*

Wetland development and the width of the riparian habitat through Red Mountain Ranch have been affected by prior land uses. These have included physical changes to the floodplain and terraces from mining and agriculture, as well as hydrologic changes from irrigation practices. Since our initial wetland mapping was completed in 2008, there has been a significant reduction in groundwater flow and irrigation return flow to through Red Mountain Ranch, which is causing changes in the vegetation. In particular, the landscape directly north of Red Mountain Ranch, between Highway 6 and I-70, is no longer irrigated. This has caused a corresponding decrease in water feeding the wetlands on Red Mountain Ranch, and there has been an increase in weeds at the edge of wetlands. Some of the canopy die-back on mature cottonwood trees could also be related to these hydrologic changes. Future management of stormwater runoff can be used to mitigate some of these changes.



*Wetland area affected by a reduction in irrigation water.  
This area has been mowed for weed management.*

The upland terrace bordering Highway 6 has been mined for gravel and reclaimed, leaving a highly disturbed habitat in Planning Areas 4, 5, and 6. As shown below, the post-mining landscape has created a sharp transition in both vegetation and topography between the upper terrace and the floodplain of the river, reducing the width of the riparian habitat.



**Formerly mined and reclaimed area in Planning Area 4 with limited riparian habitat.**

Within the mined area, the riparian vegetation quickly transitions to an upland seeding of crested wheatgrass (*Agropyron cristatum*), an introduced annual. Other reclaimed areas have been seeded with Russian wildrye (*Psathrostachys juncea*), which is growing with whitetop and other weeds. In addition, a few isolated tamarisk (*Tamarix ramosissima*) shrubs were noted during the site inventory; however, none were observed near the river. Tamarisk is a state-listed noxious weed that can threaten habitat quality, so the shrubs in Planning Area 6 will be removed.



**Steep bank in the previously mined area.**

Similarly, the upland terrace in Planning Areas 1 & 2 has been disturbed by agricultural land uses and past gravel mining, and the woody riparian overstory is limited in places, as shown below and on Figure 4.



***Limited riparian habitat in a disturbed section of Planning Area 1.***

Remnant stands of sagebrush, rabbitbrush, and skunkbrush are also present, but these areas typically have a weedy understory. This vegetation will be restored and enhanced as a part of site landscaping to improve the habitat quality along the river.



***Basin big sagebrush grows at the edge of the riparian habitat in Planning Area 2.***

### 3.0 RIPARIAN MANAGEMENT PLAN CONCEPTS

Valuing the riparian corridor, protecting its habitat and the water quality of the Eagle River are fundamental to the vision for Red Mountain Ranch. In support of these goals, the team has adopted a forward-thinking approach that incorporates state-of-the-art techniques for stormwater management and site landscape design, using thoughtful site planning that focuses development to the north, closest to Highway 6 and away from the Eagle River.

The following Riparian Management Plan Concepts incorporate specifications provided in the PUD guide to facilitate the dual goals of public enjoyment and ecological protection. The following list addresses protocols to protect the quality and ecological functioning of riparian habitat, preserve natural beauty, provide enjoyable and responsible recreational access, protect the water quality of the Eagle River, and promote environmental sustainability.

#### 3.1 Stream Setback

A key component of project planning is the establishment of a stream setback along the Eagle River (Figure 2). The setback will provide a connected corridor of open space bordering the river which will be maintained in its natural state, then enhanced by controlling weeds, restoring disturbances, and replanting with native vegetation.

In accordance with the PUD Guide, a stream setback shall be maintained between the proposed development and the Eagle River.

- At minimum, this area shall be spaced either 75 horizontal feet from the high-water mark or the edge of the 100-year floodplain, whichever provides greater distance from the river. Additional area may be added to protect streams, wetlands, or riparian areas.
- The stream setback can be reduced to a minimum of 50 feet or the outer edge of the 100-year floodplain following approval by the Director of Community Development or the Public Works Director through a Finding of No Significant Impact ("FONSI").
- The stream setback will be protected in its natural state. This will promote the ecological functioning of the riparian habitat and provide a buffer between the development and the Eagle River to protect water resources.
- Any improvements or activities within this area will minimize site disturbance.
- No grading or removal of vegetation will be conducted within the stream setback, except for those activities listed below, which are specified in the 2020 PUD Guide:
  - Revegetation of previously disturbed areas.
  - Removal of state-listed noxious weeds.
  - Removal of dead or dying vegetation and vegetation removal for wildfire mitigation.
  - Footpaths not exceeding 3 feet in width, following a route which minimizes disturbance, and formed of generally natural pervious materials.
  - Public multi-use paths that are part of the public trail system or that are to be dedicated as public trails through the development review process.



DISCOVERY TRAIL VIEW SINGLE FAMILY HOMES AND EAGLE RIVER

- Head gates, pump houses, hydroelectric wheelhouses and piping, and ditches.
  - Flood control and bank stabilization devices.
  - Underground utilities, public park improvements, and/or structures that do not have a practical alternative location. These features must be approved as part of a Development Permit or Special Use Permit, or as part of a site-specific development plan, following procedures set forth in the Town Code. Construction disturbance will be revegetated and, if necessary, equipped with temporary irrigation.
  - Removal of existing building encroachments.
- Regulated activities in wetlands shall be coordinated with the U.S. Army Corps of Engineers and, if required, appropriate mitigation (including seed mixes for revegetation) shall be approved by the Corps as a part of the wetland permitting process.
  - If any easements are to be located within the stream setback, the easement holders have the right to maintain the vegetation as necessary in accordance with the terms of the easement.

### **3.2 Stormwater Management and Water Quality Protections**

The site plan integrates modern stormwater management practices to promote infiltration and reduce runoff from impervious surfaces; limit pipes; and eliminate concentrated discharge points to the Eagle River. As shown by the Site Plan on Figure 5, the design focuses development away from the river and provides natural vegetated buffer regions, with native vegetation in the stream setback to protect the water quality.

- Natural drainage patterns will be used to dissipate stormwater across the site, in contrast to traditional stormwater infrastructure. Runoff will be directed to existing drainage swales to minimize pipes, limit grading, and preserve existing stands of native vegetation.
- Native vegetation in the Stream Setback and adjacent open space areas will filter runoff, remove sediment, uptake nutrients, and protect the water quality of the river.
- Drainage features will be designed with sufficient capacity to accommodate future changes from on-site and off-site development, with a goal of limiting concentrated discharges to the Eagle River.
- In contrast to traditional curb-and gutter systems, runoff from roads will be directed to grass-lined swales to capture and filter stormwater to remove sediments, nutrients, and pollutants, and promote infiltration.
- Permeable paving will be used for parking areas to promote infiltration of runoff and groundwater recharge.
- No snow storage areas will be located within the stream setback. The snow storage areas within the development will utilize either permeable paving or landscaped beds to promote infiltration and protect water quality.

- The use of chemical herbicides, especially within the stream setback, will be limited, with a focus on integrated weed management to protect water quality.

### **3.3 Landscape and Restoration Ecology**

The ecology of Red Mountain Ranch is fundamental to the landscape design. Within the stream setback, native plant communities will be restored and enhanced to support the ecological functioning of the riparian corridor. Site landscaping will also incorporate native plants and adaptable water-wise species. As described above, stormwater features will be integrated into the landscape design. Runoff will be routed to grass-lined swales, wetlands, and landscaped areas rather than piped into concentrated discharges. Grading will be limited, with a goal of preserving existing mature trees and stands of native vegetation.

- The stream setback will be restored and enhanced by preserving existing native vegetation, removing noxious weeds and invasive plants, and integrating supplemental native plantings. Table 1 provides a list of recommended native species for restoration of the Stream Setback area.
- Pollinator gardens will support the operations of Red Mountain Farm and will enhance both aesthetics and habitat quality.
- Grading is being designed to minimize changes to natural topography and preserve stands of native vegetation.
- Existing high-value native trees will be retained whenever possible, considering tree health and safety.
- Natural drainage patterns will be enhanced and mimicked to dissipate stormwater through wetlands, grass-lined swales, and vegetated areas.
- Native, adaptable, water-wise plants will be incorporated throughout the development.
- Efficient irrigation systems will limit water use. Raw water will be used for irrigation.

### **3.4 Management of Weeds and Invasive Plants**

Managing weeds within the stream setback will be an important part of habitat restoration. As discussed above, initial site reconnaissance has shown that weeds are already common in many areas of Red Mountain Ranch. A proactive effort using integrated weed management techniques will limit the spread of undesirable weeds and enhance habitat quality along the Eagle River.

- Noxious weeds, as identified by the State of Colorado, shall be controlled within the riparian corridor. The Colorado Noxious Weed List is updated regularly and can be accessed at: <https://www.colorado.gov/pacific/agconservation/noxious-weed-species>.
- A detailed site inventory and mapping prepared by the project ecologist will identify weed management concerns and priorities. This will allow weed management to begin prior to construction.
- Integrated weed management should be used to limit weed dispersal during construction and prevent establishment in new areas.

- Regular site visits by the project ecologist will facilitate a proactive approach to weed management within the Stream Setback.
- Integrated weed management shall be the preferred method of weed control, using a multifaceted approach that includes cultural, mechanical, and chemical methods. A goal of integrated weed management is to reduce the dependence on chemical herbicides over time.
- The use of pesticides, herbicides and chemical fertilizers shall be minimized. The selection of chemical herbicides shall be based on the least environmentally damaging option available to effectively control noxious weeds.

### 3.5 River Access and Trails

The trail system will provide connectivity across Red Mountain Ranch and public access to the Eagle River. A focal point will be the soft-surface Discovery Trail which will invite visitors to explore the riparian habitat and will connect the park spaces in Planning Areas 5B and OS-1 to the Nature Center in C/PUD-2. The Discovery Trail will highlight the ecology of the riparian corridor and may include educational signage.

All trails will be designed with permeable materials and carefully routed to protect habitat and integrate with the natural environment. Designated river access areas will be provided to direct people through the setback and minimize trampling of riparian vegetation. These access areas have been designed to protect and preserve the highest quality habitats. For example, the river access near the proposed hotel in Planning Area 2 makes use of an existing, highly disturbed area of the riverbank; the adjacent stands of riparian vegetation will be preserved and enhanced. Additional plantings and signage will be used in key locations to control river access and direct users to the designated access points. Finally, a boat ramp will also provide river access within the future Town Park in Planning Area 5B.

- **Trails** will facilitate walkable connectivity across Red Mountain Ranch.
  - Within the stream setback, only soft surface trails are permitted with a maximum width of 3 feet. Outside the stream setback, paths may be a durable hard surface with a minimum width of 6 feet.
  - Trail routes will be selected to minimize ecological disturbance.
  - A pervious surface such as crusher fines will be used to construct soft surface trails. Where necessary, a boardwalk may be incorporated.
  - The Discovery Trail will provide public pedestrian access between the park spaces in Planning Area 5B and OS-1. A concept plan is illustrated by Figure 2, Sheets 2-4; however, the final trail alignment is to be determined along with the Development Permit application for each planning area.
  - The Discovery Trail design and construction will meet the 2013 US Forest Service Trail Accessibility Guidelines.
  - A pedestrian bridge will connect the Nature Center to a preservation area on the south side of the Eagle River within Planning Area 3.
  - Red Mountain Ranch will work with the BLM regarding a potential trail connection between Planning Areas 1, 2 and 3.



DISCOVERY TRAIL VIEW TO PARCEL 2 BEER GARDEN

- **River Access**

- A boat ramp in Planning Area 5B will provide river access within the East Eagle River Park.
- Access points will provide designated areas for river access and protect riparian vegetation in other locations.
- Shrubs will be planted around the access areas to prevent erosion and discourage human activity outside the designated area.

### **3.6 Fishing Access and Management**

Red Mountain Ranch will provide access to a Colorado Parks and Wildlife Fishing Easement that extends out for 25 feet from the high-water line of the Eagle River in Planning Areas 2-6 (Figure 2, Sheets 2-6). A boat ramp and parking lot in the East Eagle River Park in Planning Area 5B will facilitate access to the CPW fishing easement via the Discovery Trail.

Fishing access will be planned to facilitate wise stewardship of natural resources by funneling river access to a limited number of designated locations to minimize trampling of streamside vegetation; by allowing only fly-fishing and catch-and release with no guided trips; and by instituting fishing closures when the Eagle River reaches high temperatures. Signage and an informational campaign will educate users about responsible stewardship and encourage them to “Respect the River.”

Provisions for in-stream fish habitat restoration are also included in the PUD Guide.

- **Fishing Access**

- Red Mountain Ranch will provide access to a Colorado Parks and Wildlife Fishing Access Easement.
- The CPW fishing easement extends 25 feet north of the average high-water mark in Planning Areas 2-6 as shown by Figure 2.
- Activities within the Public Fishing Easement will follow the specifications for the Colorado Parks and Wildlife easement recorded November 30, 1988 in Book 496 at Page 133 in the real property records of Eagle County (the “CPW Public Fishing Easement”).
- Only fly fishing and catch and release will be permitted. Commercial guided fishing will not be allowed. These conditions apply to the entire river frontage of Red Mountain Ranch, including lands outside the CPW Fishing Easement.
- Access to the river will be facilitated by designated access points to limit impact to the riparian areas outside these locations.
- Fishing closures will protect trout during high water temperatures and will be based upon recommendations from Colorado Parks and Wildlife.
- In-stream fish habitat restoration can be conducted during the construction of non-potable diversion improvements or the boat ramp as per the PUD Guide.



EAGLE RIVER VIEW TO HOTEL AND BEER GARDEN

### 3.7 Protections for Wildlife

Protecting wildlife habitat and use is a central part of the vision for Red Mountain Ranch. As illustrated by Figure 2, more than half of the total project area is designated as open space, including a continuous stretch of river frontage covering approximately 1.9 miles. The Riparian Areas Management Plan is one of many project elements that are designed to protect the ecological functioning and habitat value of the riparian corridor.

- The project will restore areas of degraded habitat within the stream setback, control invasive weeds, and re-plant native riparian trees and shrubs in areas that have been impacted by past gravel mining. This will improve habitat connectivity in disturbed areas of the river corridor.
- Seasonal trail closures may be instituted during elk calving season. CPW will be consulted for recommendations.
- The Eagle River will be closed to fishing when the temperatures are too high, in accordance with CPW recommendations.
- Only catch-and-release and fly fishing will be permitted with no guided trips.
- Dogs are not allowed to run freely.
- Trash receptacles and signage will facilitate waste disposal along trails.
- To prevent attracting and habituating wildlife, residential trash and recycling will not be left outside overnight or will be stored within designated wildlife resistant trash and recycling enclosure structures.
- Fencing will be minimized, and only wildlife-friendly fencing will be used where necessary, following the recommendations provided by the 2009 Colorado Parks and Wildlife document "Fencing with Wildlife in Mind."
- Dark sky practices will limit light pollution to maintain a natural environment in the Eagle River Valley. Illumination Standards will follow the requirements of the Town Code Section 4.07.010.
- Restriction of bright shiny metal elements will reduce unnatural light reflections that can negatively impact wildlife.

### 3.8 Sustainability

This PUD seeks to use state-of-the-art sustainable practices, including Conservation Oriented Development and Cluster Residential Design concepts, to carefully steward energy and water resources.

- **Environmental building practices** will include:
  - Conservation Oriented Development and Cluster Residential Design.
  - Energy efficient designs including solar panels.
  - Encouragement of owners to follow LEED guidelines established by the US Green Building Council ([www.usgbc.org](http://www.usgbc.org)).
  - An integrated neighborhood connected by a network of walkable paths.

- Irrigation will be reduced by planting water-efficient vegetation and utilizing runoff for hydration.

### **3.9 Ownership**

Homeowners' associations will be generally responsible for ownership and maintenance of open spaces.

- The master homeowners' association of the greater neighborhood shall have common ownership of buffer regions and open space areas.
- Maintenance of the Discovery Trail shall be conducted by the developer until this responsibility is transferred to a homeowners' association or nonprofit corporation under a maintenance agreement approved by the Town.

### **3.10 Town of Eagle Beneficiary Status**

In accordance with Section 8b of the approved ADA, the Town of Eagle is hereby named as a beneficiary and is provided with the rights of the Town to enforce this Riparian Areas Management Plan.

- The Town shall provide notice of default to the Developer and shall provide a reasonable period to cure such default, which period shall not be less than 30 days or such additional time as appropriate if 30 days is inadequate.
- The Town is granted the right to enter the riparian area to take corrective action if any default is not cured.
- The Town shall have a right to recover costs for any such enforcement.

## 4.0 BEST MANAGEMENT PRACTICES FOR RIPARIAN AREAS

The following Best Management Practices (BMPs) are included to provide property managers, residents, and guests with a set of concise principles that can be used to inform their management and use of the riparian corridor. The purpose of these guidelines is, first, to educate the residents and visitors regarding the sensitivity, functioning, and importance of the riparian habitat; and second to identify activities and practices that will protect and enhance the functions of the riparian habitat, as well as activities that are discouraged.

- Minimize disturbances within the stream setback.
- Avoid the creation of bare soil areas.
- Limit vegetation removal to what is necessary for health and safety, focusing on diseased or damaged plants that present a safety hazard.
- Prune rather than remove the entire tree or shrub.
- Promote dense vegetation to reduce runoff and trap sediment.
- Landscape with native plants; any additional planting materials shall be from the plant list and/or seed mix tables.
- Leave wood and other natural materials in streams and on the adjacent floodplain.
- Keep grass clippings and other yard waste out of the stream setback area.
- Direct drainage to landscaped areas and grass-lined swales, not directly toward the river.
- Keep pet waste away from the riparian corridor and the river.
- Limit the area of impervious surfaces you create and try to encourage runoff to infiltrate the soil.
- Remain on designated paths and avoid trampling the streamside vegetation.
- Paths to the stream should have a soft surface that will allow water to infiltrate.
- Ensure vegetation is growing along the sides of the path to help anchor the soil.
- If necessary, use only slow-release fertilizers and limit the use of pesticides.
- Nothing shall be poured down storm drains, including soapy water, automobile oil, paint, household chemicals, and pesticides.

## 5.0 MANAGEMENT OF WEEDS AND INVASIVE SPECIES

### 5.1 Priority Weeds of Concern

As described above in Section 2.0, prior land uses have disturbed the Eagle River riparian corridor through Red Mountain Ranch, facilitating the establishment of noxious weeds and aggressive, introduced plants. In addition to physical disturbances from mining and agricultural land uses, changed flood irrigation practices in the area have altered site hydrology and contributed to an increase in weeds. In particular, some wetland areas that may be reverting to uplands have exhibited a marked increase in Canada thistle (*Cirsium arvense*) abundance.

Table 2 lists the noxious weeds and invasive plants of concern identified at Red Mountain Ranch during the 2023 growing season, and major stands are shown on Figure 4, sheets 1-7. As summarized in Table 2, 16 species of state-listed noxious weeds are present; however, none of these are List A weeds, the most serious category. In addition to Canada thistle, the most problematic species include Russian knapweed (*Acroptilon repens*), houndstongue (*Cynoglossum officinale*), burdock (*Arctium minus*), white top (*Cardaria draba*), Scotch thistle (*Onopordum acanthium*), plumeless thistle (*Carduus acanthoides*), musk thistle (*Carduus nutans*), and ox-eye daisy (*Leucanthemum vulgare*). In addition, three woody species of noxious weeds are present - Russian olive (*Elaeagnus angustifolia*), Siberian elm (*Ulmus pumila*), and tamarisk (*Tamarix ramosissima*) - which are notable because they can significantly degrade the quality of riparian habitat. Currently, tamarisk and Siberian elm are restricted to the formerly mined area in Planning Area 6, but Russian olive is common along the banks of the Eagle River. Cheatgrass (*Bromus tectorum*) is the only noxious grass species on the list; it is primarily restricted to dry upland areas outside the riparian corridor and is most abundant in the formerly mined area in Planning areas 4-6.

Other problematic weeds in Table 2 are included because they present a significant threat to the native plant communities. These include several plants that were once listed as noxious weeds but have been reclassified. Some of the most concerning species in this other group of weeds include Russian thistle (*Salsola australis*), kochia (*Kochia scoparia*), yellow and white sweet clover (*Melilotus officinalis*; *M. albus*), purple mustard (*Chorispora tenella*), flaxweed (*Descurainia sophia*), and tumble mustard (*Sisymbrium altissimum*).

### 5.2 Weed Management Recommendations

Understanding the life cycle of these weeds is the key for effective management. Treatment methods will vary based on the duration of a plant's life span, from short-lived annual and biennial weeds to longer-lived perennials with below ground parts that can survive from year-to-year.

**Short-lived annual and biennial weeds** die after producing seed. Annuals complete their entire life cycle in one year; biennials will typically grow leaves the first year, then flower, set seed, and die in the second year. Preventing seed production is a key for managing annual and biennial weeds.

- Annuals typically have a shallow root system and they do not overwinter. Hand-pulling can be an effective option if the population size is manageable.

- Biennials live for two years, and they typically have better developed root systems. They can be hand-pulled or dug if the population size is manageable.
- Most biennials grow as a rosette in the first year which can be spot-sprayed with herbicide, minimizing the amount of chemical needed to treat large populations.
- Cutting or mowing can be effective for biennials in their second year to prevent seed formation.
- If the weed has already produced seed, then carefully cutting off the seed head from the rest of the plant and disposing of it in a contained trash bag is recommended to limit seed spread.

**Long-lived perennial weeds** that complete their life cycle over several years are usually more difficult to control, since they have belowground parts that can overwinter, store energy, and help the plant to spread vegetatively.

- Mowing rhizomatous perennial weeds can help reduce seed spread, however they cannot be eliminated without also killing the root. Repeated mowing can help to weaken stands and can be coupled with herbicide treatments.
- Herbicide may be necessary for eradicating certain perennial weeds. Recommended treatments can vary widely by species, so it is important to consult with a professional. Targeted-spot spraying can be used to limit the amount of chemicals applied and should always be the preferred method of herbicide application, especially in riparian areas.
- For woody species such as Russian olive, tamarisk and Siberian elm, hand-pulling is only possible for young seedlings. Both tamarisk and Russian olive form a deep taproot, even on young plants. Regularly monitoring and hand-pulling any seedlings before they are deeply rooted is recommended.
- The most effective method of control for weedy trees is the "cut-stump" method; the tree is cut off just above the ground surface, then herbicide is painted on the freshly cut surface of the stump. This limits the amount of chemical necessary, and it kills the root system without having to disturb the soil.
- Biological control agents are available from the Colorado Department of Agriculture's Request-a-Bug program for certain perennial weeds. These are used to suppress weed growth and generally do not result in eradication. However they can be an important part of integrated weed management and are a useful tool when coupled with other methods.

## **Guidance on Treatment Methods**

The timing of weed management depends on the ecology of the weed species as well as the chosen method.

**Hand pulling** is most effective when the plant has not yet created a seed head. If the plant has produced seed, it is critical that the seed head is disposed of properly in a closed trash bag. Use caution not to disperse seed during this process. Weed seeds should be sent to the landfill rather than composted to limit the potential for further spread.

When **hand pulling** weeds, it is important to pull slowly and firmly to remove as much as the root as possible. Perennial weeds will re-sprout if the root has not been removed fully, however it is not necessary to get the root of annuals or biennials in their second year. It is difficult to remove the entire root system except under the most favorable conditions, so hand pulling is rarely effective for rhizomatous perennial weeds such as Canada thistle and Russian knapweed. The soil disturbance created by hand pulling can stimulate additional weed seed germination.

**Mowing or cutting** can be used to weaken stands of weeds between other treatments, or to prevent seed formation of taller weeds. However, mowing can contribute to weed seed spread if executed improperly. Moreover, mowing is ineffective for low growing weeds, or species such as kochia which can form hundreds of flowers within a few inches of the soil surface. Mowing rarely kills weeds but can be combined with herbicide treatments to weaken persistent stands. However recently sprayed weeds should not be mowed, so that the herbicide has time to work – most importantly, it needs to be transported to the root system to kill perennial weeds.

**Biological control** uses plant pathogens (usually insects or fungus) to infect weeds and suppress their growth. As discussed above, biological control agents rarely kill weeds so they must be used in combination with other methods. The Colorado Department of Agriculture currently offers biological control agents for five of the weeds present at Red Mountain Ranch: tamarisk, Russian knapweed, Canada thistle, field bindweed, and musk thistle.

**Herbicide** is an important tool for managing weeds in conjunction with other methods. On large properties with extensive infestations, it is a necessity. Herbicides should only be applied by a Licensed Commercial Pesticide Applicator. Careful spot spraying methods should always be used, especially in riparian areas. It is important to consider non-target impacts and avoid herbicide use on flowering plants, to limit potential impacts on pollinators.

It will be important to quickly identify weed problems as they emerge and to aggressively manage the first flush of weeds to prevent seed formation. Diligence during the first few years of a restoration will result in significant long-term cost savings for weed management. The Project Ecologist will provide recommendations for Integrated Weed Management and will oversee the implementation of this program.

## Identification of invasive Russian Olive vs. native Silver Buffaloberry

**Silver buffaloberry** (*Shepherdia argentea*) is a **desirable native shrub** that occurs along the Eagle River riparian corridor at Red Mountain Ranch. It is important to distinguish this species from the invasive, state-listed noxious weed **Russian olive** (*Elaeagnus angustifolia*).

**Silver Buffaloberry** is a thorny shrub or small tree with elliptical to lance shaped, silvery leaves that are covered with a dense layer of scaly hairs. The plant has a wiry and stiff appearance with **OPPOSITE branching**. This is the easiest character to identify, and it is visible year-round. The twigs and bark also have a grayish appearance.



**Buffaloberry: Stiff gray leaves are oriented upwards.**



**Buffaloberry: Opposite branching with a grayish appearance.**

**Buffaloberry: Thorny shrub that can form dense stands.**



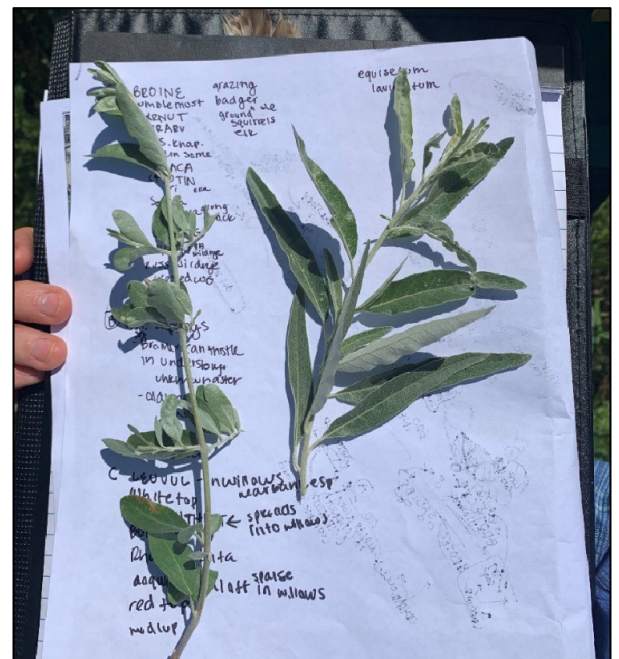
**Russian Olive** is an invasive, small to medium-sized tree, often with multiple trunks. The young twigs can have a gray appearance from dense hairs, but the mature branches are a shiny chestnut-brown with long, brown thorns that can reach several inches. Russian olive has **ALTERNATE branching** of the twigs and leaves. The leaves are silvery-gray, but they are softer than buffaloberry, and they are larger and are more elongated with a lanceolate shape. Russian olive fruits are readily eaten by birds, so they are widely distributed in riparian areas and near wetlands with moist soil. Russian olive is shade-tolerant and it can out-compete native riparian vegetation, forming dense stands. The thorns can make the riparian corridor impassible for wildlife. The four-parted yellow flowers produce a sweet fragrance.



**Russian Olive: Softer silver leaves, brown twigs and sweet-smelling flowers. Branching is alternate.**



**Russian Olive: Thorny tree with alternate branching. Leaves are softer and droop down off the twigs. Silvery fruits are readily eaten by birds.**



**Comparison of Leaves and Twigs: Buffaloberry (left) and Russian Olive (right).**

### **5.3 Integrated Weed Management Techniques**

The Colorado Natural Areas Program describes Integrated Weed Management as “a process by which one selects and applies a combination of management techniques (biological, chemical, mechanical, and cultural) that, together, will control a particular weed species or infestation efficiently and effectively, with minimal adverse impacts to non-target organisms.” Rather than focusing simply on the symptoms of the weed infestation, Integrated Weed Management differs from traditional weed management in that it uses an ecological approach to address the ultimate causes of weed infestation, and considers the biological and ecological characteristics of individual weeds to determine effective means of control. One important objective of Integrated Weed Management is to use a combination of techniques to reduce the need for chemical herbicides over the long-term. In this way, integrated weed management can be used to protect the water quality of the Eagle River.

#### **5.3.1 Cultural Control**

Cultural control methods for weed management seek to limit disturbances that provide opportunities for weed invasion, while establishing and maintaining healthy communities of desirable plant species that are resistant to weed invasion. By controlling cultural conditions, weed abundance can be reduced.

#### **5.3.2 Biological Control**

Biological control utilizes deliberately introduced organisms, usually insects, to control weeds by harming them in some way and thereby suppressing their growth. Biological control can weaken undesirable weeds and reduce seed production, but does not typically result in eradication. This method has limited applicability since biocontrol agents are only available for a few species. However, these can be obtained from the Colorado Department of Agriculture's Request A Bug Program: <https://www.colorado.gov/pacific/agconservation/request-bug>.

#### **5.3.3 Mechanical Control**

Mechanical control methods include physically disturbing or removing weeds. Tilling, mowing, hand pulling, raking with an action hoe, and cutting with a line trimmer are all examples of mechanical control. These techniques can be used to kill plants if they are small and can be removed entirely, or mechanical control can be used in combination with other techniques to reduce seed production and deplete the belowground reserves of perennial weeds.

#### **5.3.4 Chemical Control**

Chemical control methods utilize herbicides to kill or injure unwanted weeds. Over the years, numerous classes of herbicides have been synthesized that act upon different pathways within the plant to cause death or injury. In addition, some herbicides are available that have been derived from plants. The herbicide classes correspond to their mode of action: growth regulators, amino acid inhibitors, grass meristem destroyers, cell membrane destroyers, root and shoot inhibitors, and amino acid derivatives that interfere with plant metabolism.

Herbicides should be carefully selected based on the target weed species, the presence of desirable native species in the area to be treated, soil texture and pH, and environmental conditions, such as the proximity to open water, among other factors. Within the riparian corridor, selection of herbicides should be based on the least environmentally damaging

option available to effectively control noxious weeds. Consultation with a Licensed Commercial Pesticide Applicator is recommended.

## **6.0 MAINTENANCE & MONITORING FOR ADAPTIVE MANAGEMENT**

The Homeowners Association may engage the Project Ecologist to assist with monitoring. The ecologist would visit the project site several times during the growing season to observe vegetation conditions, identify problematic stands of state-listed noxious weeds and other invasive species, and provide recommendations for integrated weed management. In addition, the Ecologist would provide recommendations to promote the long-term health of the riparian corridor. The Ecologist would look for social trail formation, vegetation trampling, and any other problems from humans, pets, or wildlife use. If there are bare areas, they will be re-seeded or replanted. If social trails become problematic, strategic plantings, signage, temporary fencing, and/or other means will be evaluated to re-direct foot traffic and restore native vegetation. The Ecologist would provide regular feedback to the Homeowner's Association throughout the growing season, to facilitate adaptive management and assist with implementing the recommendations.

## 7.0 TABLES

**TABLE 1. RECOMMENDED NATIVE PLANTS**  
**Eagle River Riparian Corridor**  
**Red Mountain Ranch**

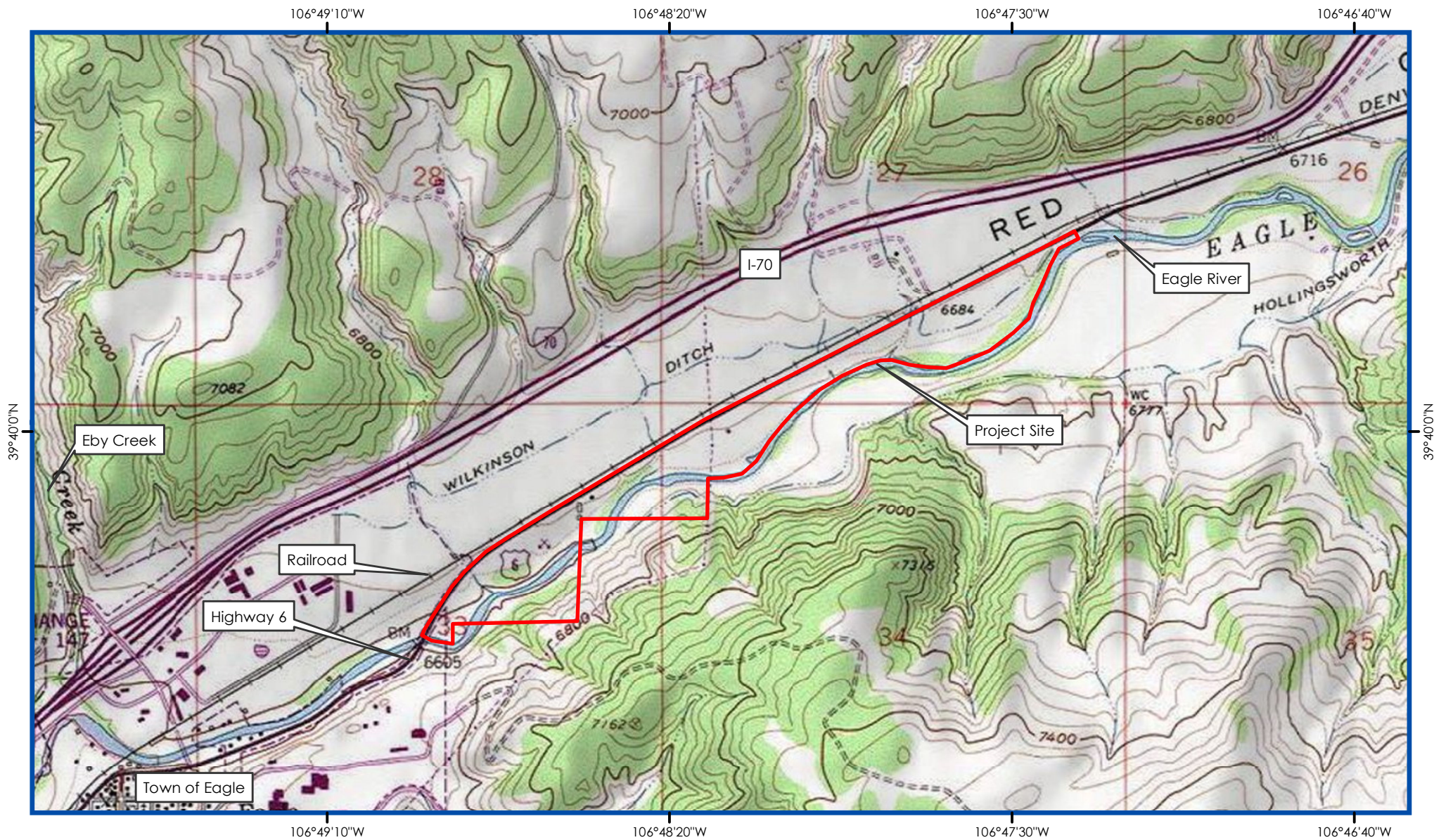
SCIENTIFIC NAME	COMMON NAME	FAMILY
<b>Trees</b>		
<i>Juniperus scopulorum</i>	Rocky Mountain Juniper	Cupressaceae
<i>Picea pungens</i>	Blue spruce	Pinaceae
<i>Populus angustifolia</i>	Narrowleaf cottonwood	Salicaceae
<i>Populus balsamifera</i>	Balsam poplar	Salicaceae
<b>Shrubs</b>		
<i>Alnus incana</i> <i>ssp. tenuifolia</i>	Thinleaf alder	Betulaceae
<i>Amelanchier alnifolia</i>	Serviceberry	Rosaceae
<i>Artemisia tridentata</i> <i>var. tridentata</i>	Big sagebrush	Asteraceae
<i>Betula occidentalis</i> <i>(B. fontinalis)</i>	River birch	Betulaceae
<i>Cercocarpus montanus</i>	Mountain mahogany	Rosaceae
<i>Chrysothamnus parryi</i>	Parry's rabbitbrush	Asteraceae
<i>Cornus sericea</i> <i>(C. stolonifera)</i>	Redosier dogwood	Cornaceae
<i>Crataegus rivularis</i>	River hawthorn	Rosaceae
<i>Distegia involucrata</i>	Bush honeysuckle	Caprifoliaceae
<i>Prunus virginiana</i> <i>var. melanocarpa</i>	Choke cherry	Rosaceae
<i>Purshia tridentata</i>	Bitterbrush	Rosaceae
<i>Rhus trilobata</i>	Skunk brush	Anacardiaceae
<i>Ribes aureum</i>	Yellow currant	Grossulariaceae
<i>Ribes inerme</i>	Whitestem gooseberry	Grossulariaceae
<i>Rosa woodsii</i>	Woods' rose	Rosaceae
<i>Salix bebbiana</i>	Bebb willow	Salicaceae
<i>Salix exigua</i>	Sandbar willow	Salicaceae
<i>Salix lasiandra</i> <i>var. caudata</i>	Whiplash willow	Salicaceae
<i>Salix monticola</i>	Mountain willow	Salicaceae
<i>Shepherdia argentea</i>	Silver buffaloberry	Elaeagnaceae
<b>Woody Vines</b>		
<i>Clematis ligusticifolia</i>	Virgin's Bower	Ranunculaceae

**TABLE 2. NOXIOUS AND INVASIVE PLANTS OF CONCERN**  
**Eagle River Riparian Corridor**  
**Red Mountain Ranch**

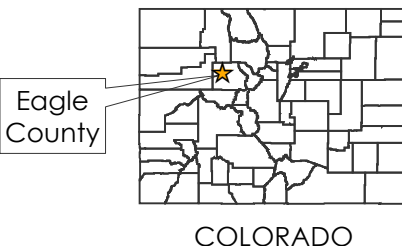
SCIENTIFIC NAME	COMMON NAME	FAMILY	ORIGIN*	NOXIOUS WEED STATUS
<b>Trees</b>				
<i>Elaeagnus angustifolia</i>	Russian olive	Eleagnaceae	I+	B
<i>Ulmus pumila</i>	Siberian elm	Ulmaceae	I+	C
<b>Shrubs</b>				
<i>Tamarix ramosissima</i> ( <i>T. chinensis</i> )	Tamarisk	Tamaricaceae	I+	B
<b>Perennial Forbs</b>				
<i>Acroptilon repens</i>	Russian knapweed	Asteraceae	I+	B
<i>Cardaria draba</i>	White top	Brassicaceae	I+	B
<i>Cirsium arvense</i>	Canada thistle	Asteraceae	I+	B
<i>Convolvulus arvensis</i>	Field bindweed	Convolvulaceae	I+	C
<i>Leucanthemum vulgare</i>	Ox-eye daisy	Asteraceae	I+	B
<i>Medicago lupulina</i>	Black medic	Fabaceae	I	
<i>Rumex crispus</i>	Curly dock	Polygonaceae	I	
<b>Annual/Biennial Graminoids</b>				
<i>Bromus tectorum</i>	Cheatgrass	Poaceae	I+	C
<b>Annual/Biennial Forbs</b>				
<i>Arctium minus</i>	Common burdock	Asteraceae	I+	C
<i>Carduus acanthoides</i>	Plumeless thistle	Asteraceae	I+	B
<i>Carduus nutans</i>	Musk thistle	Asteraceae	I+	B
<i>Chenopodium album</i>	Lamb's quarters	Chenopodiaceae	I	
<i>Chorispora tenella</i>	Purple mustard	Brassicaceae	I	
<i>Cynoglossum officinale</i>	Houndstongue	Boraginaceae	I+	B
<i>Descurainia sophia</i>	Flixweed	Brassicaceae	I	
<i>Kochia scoparia</i>	Kochia	Chenopodiaceae	I	
<i>Lactuca serriola</i>	Prickly lettuce	Asteraceae	I	
<i>Lepidium perfoliatum</i>	Clasping peppergrass	Brassicaceae	I	
<i>Melilotus albus</i>	White sweet clover	Fabaceae	I	
<i>Melilotus officinalis</i>	Yellow sweet clover	Fabaceae	I	
<i>Onopordum acanthium</i>	Scotch thistle	Asteraceae	I+	B
<i>Salsola australis</i> ( <i>S. iberica</i> )	Russian thistle	Chenopodiaceae	I	
<i>Sisymbrium altissimum</i>	Tumble mustard	Brassicaceae	I	
<i>Sonchus arvensis</i>	Perennial sow thistle	Asteraceae	I+	C
<i>Verbascum thapsus</i>	Great mullein	Scrophulariaceae	I+	C

\*Origin: N = Native; I= Introduced; I+ = Colorado State Noxious Weed

## 8.0 FIGURES



BASE: USGS 7.5' Eagle Quadrangle, Colorado



**LEGEND**

Red Mountain Ranch Boundary



1:24,000

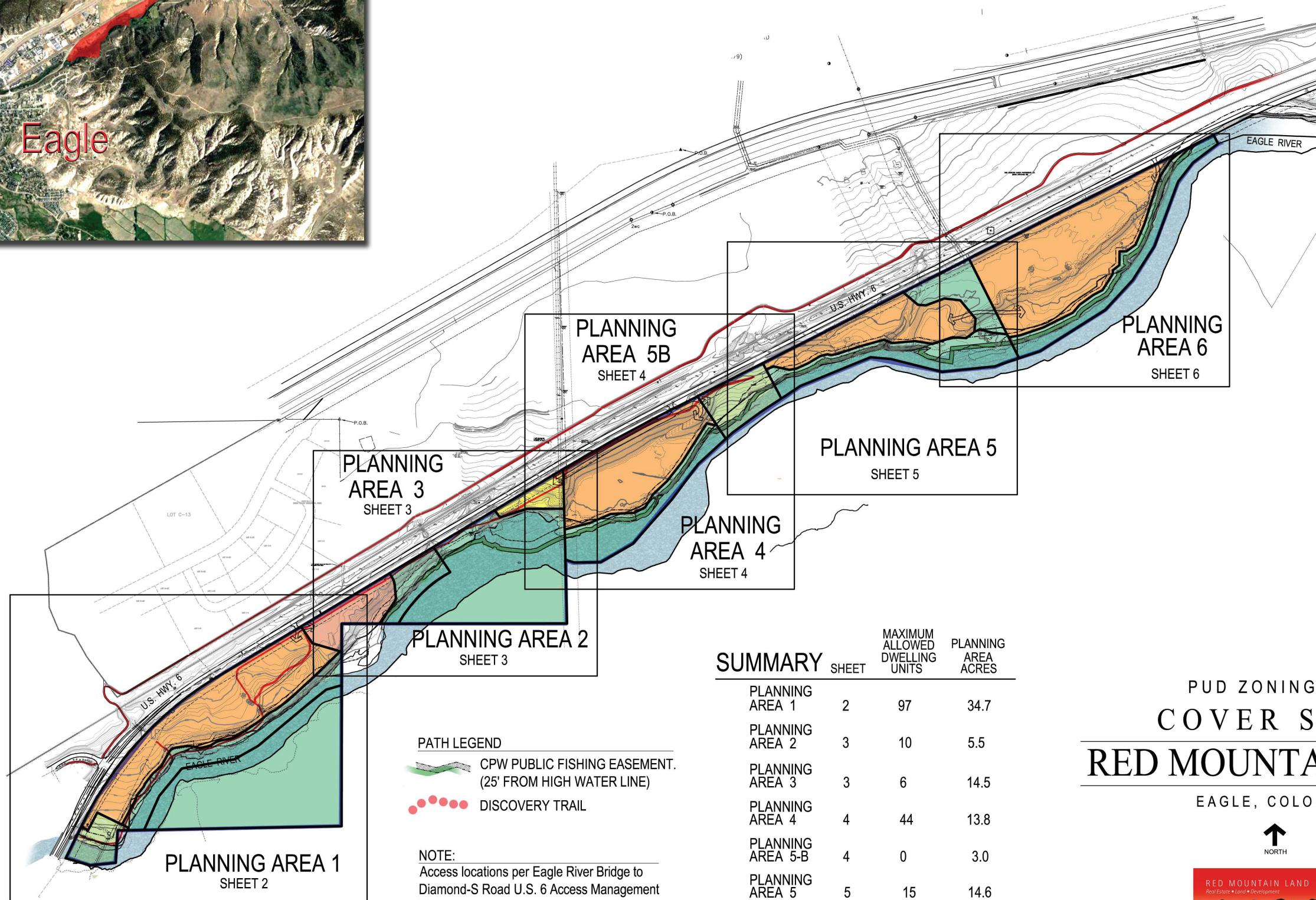


**Figure 1. Project Location Map**  
**Red Mountain Ranch**  
**Eagle Colorado**  
 September 2025

Prepared by:



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 Longmont, CO 80504  
 (720) 350-2530  
 www.birchecology.com



**PATH LEGEND**  
 CPW PUBLIC FISHING EASEMENT. (25' FROM HIGH WATER LINE)  
 DISCOVERY TRAIL

**NOTE:**  
 Access locations per Eagle River Bridge to Diamond-S Road U.S. 6 Access Management Plan.  
 Area measurements may vary by actual field survey at Development Permit.

SUMMARY SHEET	MAXIMUM ALLOWED DWELLING UNITS	PLANNING AREA ACRES
PLANNING AREA 1	97	34.7
PLANNING AREA 2	10	5.5
PLANNING AREA 3	6	14.5
PLANNING AREA 4	44	13.8
PLANNING AREA 5-B	0	3.0
PLANNING AREA 5	15	14.6
PLANNING AREA 6	25	20.1
<b>TOTALS</b>	<b>*</b>	<b>106.2</b>

\*TOTAL D.U. NOT TO EXCEED 153

PUD ZONING PLAN  
**COVER SHEET**  
**RED MOUNTAIN RANCH**

EAGLE, COLORADO







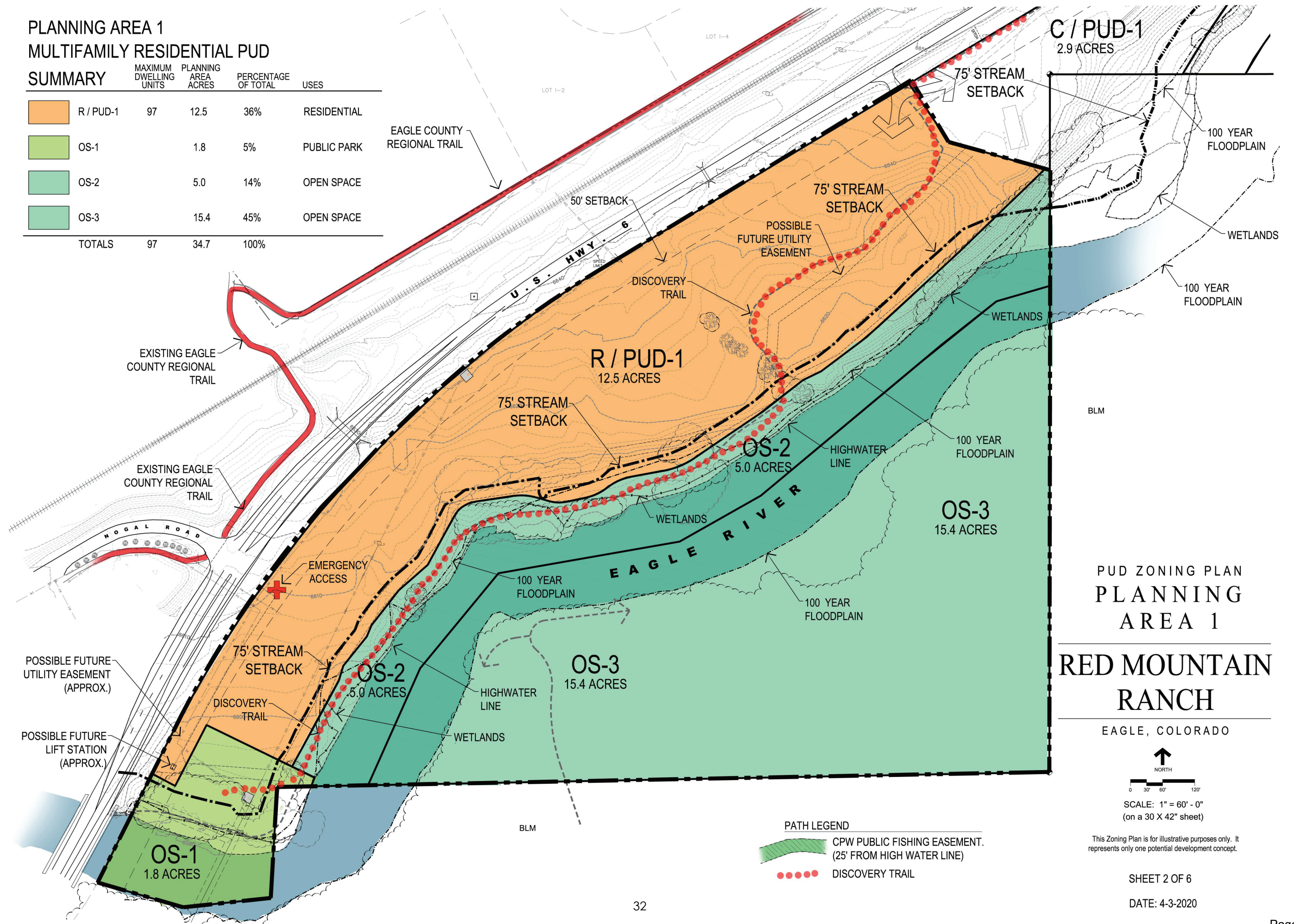
This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

SHEET 1 OF 6

DATE: 4-3-2020

**PLANNING AREA 1  
MULTIFAMILY RESIDENTIAL PUD**

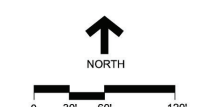
SUMMARY	MAXIMUM DWELLING UNITS	PLANNING AREA ACRES	PERCENTAGE OF TOTAL	USES
 R / PUD-1	97	12.5	36%	RESIDENTIAL
 OS-1		1.8	5%	PUBLIC PARK
 OS-2		5.0	14%	OPEN SPACE
 OS-3		15.4	45%	OPEN SPACE
TOTALS	97	34.7	100%	



C / PUD-1  
2.9 ACRES

**PUD ZONING PLAN  
PLANNING  
AREA 1  
RED MOUNTAIN  
RANCH**

EAGLE, COLORADO





SCALE: 1" = 60' - 0"  
(on a 30 X 42" sheet)

This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.



SHEET 2 OF 6

DATE: 4-3-2020



**PATH LEGEND**

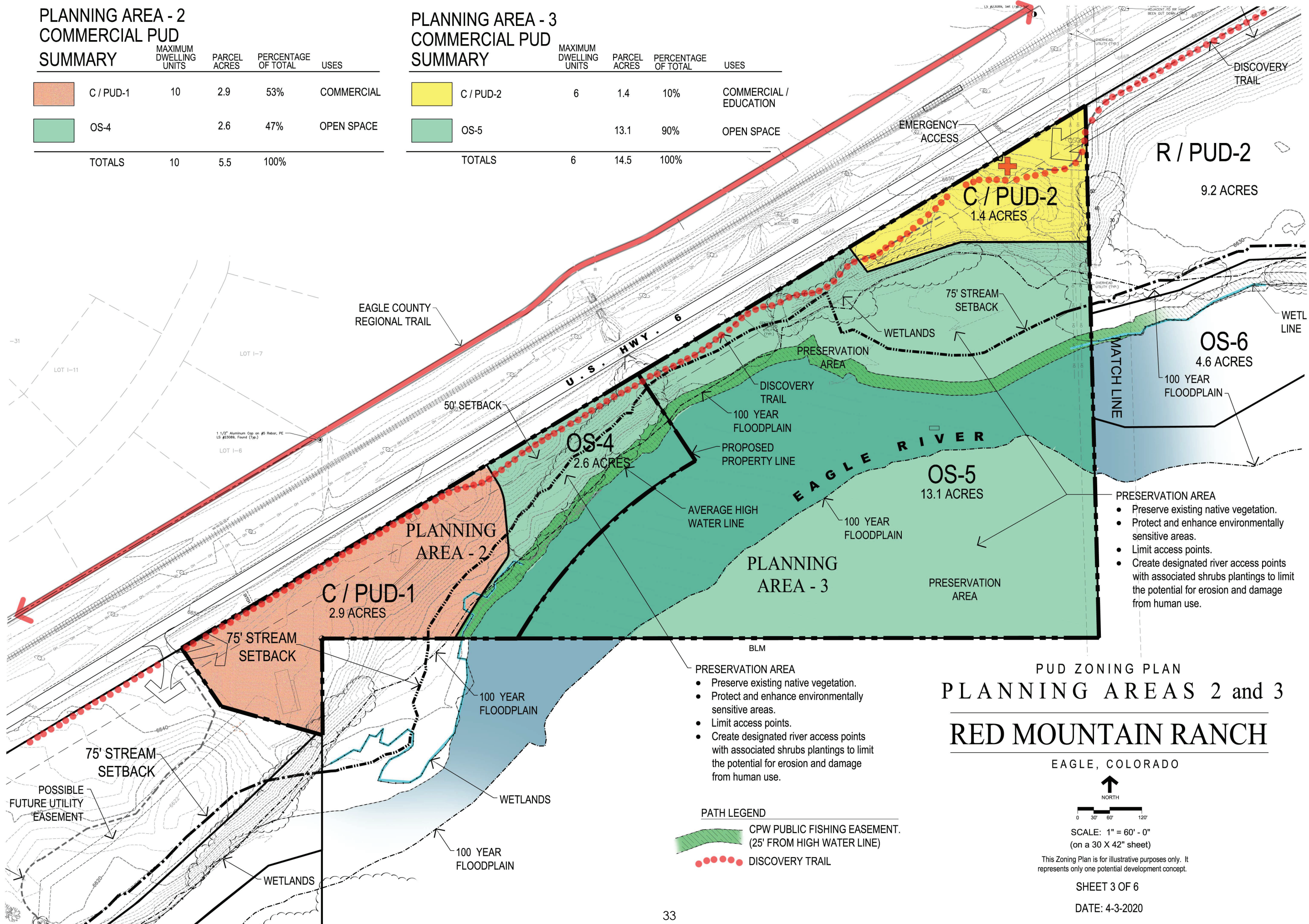
-  CPW PUBLIC FISHING EASEMENT. (25' FROM HIGH WATER LINE)
-  DISCOVERY TRAIL

**PLANNING AREA - 2  
COMMERCIAL PUD  
SUMMARY**

	MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	C / PUD-1	10	2.9	53% COMMERCIAL
	OS-4	2.6	47% OPEN SPACE	
TOTALS		10	5.5	100%



**PLANNING AREA - 3  
COMMERCIAL PUD  
SUMMARY**

	MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	C / PUD-2	6	1.4	10% COMMERCIAL / EDUCATION
	OS-5	13.1	90% OPEN SPACE	
TOTALS		6	14.5	100%



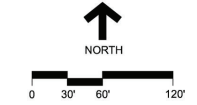
- PRESERVATION AREA**
- Preserve existing native vegetation.
  - Protect and enhance environmentally sensitive areas.
  - Limit access points.
  - Create designated river access points with associated shrubs plantings to limit the potential for erosion and damage from human use.

- PRESERVATION AREA**
- Preserve existing native vegetation.
  - Protect and enhance environmentally sensitive areas.
  - Limit access points.
  - Create designated river access points with associated shrubs plantings to limit the potential for erosion and damage from human use.

- PATH LEGEND**
-  CPW PUBLIC FISHING EASEMENT. (25' FROM HIGH WATER LINE)
  -  DISCOVERY TRAIL

**PUD ZONING PLAN  
PLANNING AREAS 2 and 3  
RED MOUNTAIN RANCH**

EAGLE, COLORADO





SCALE: 1" = 60' - 0"  
(on a 30 X 42" sheet)

This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.


SHEET 3 OF 6

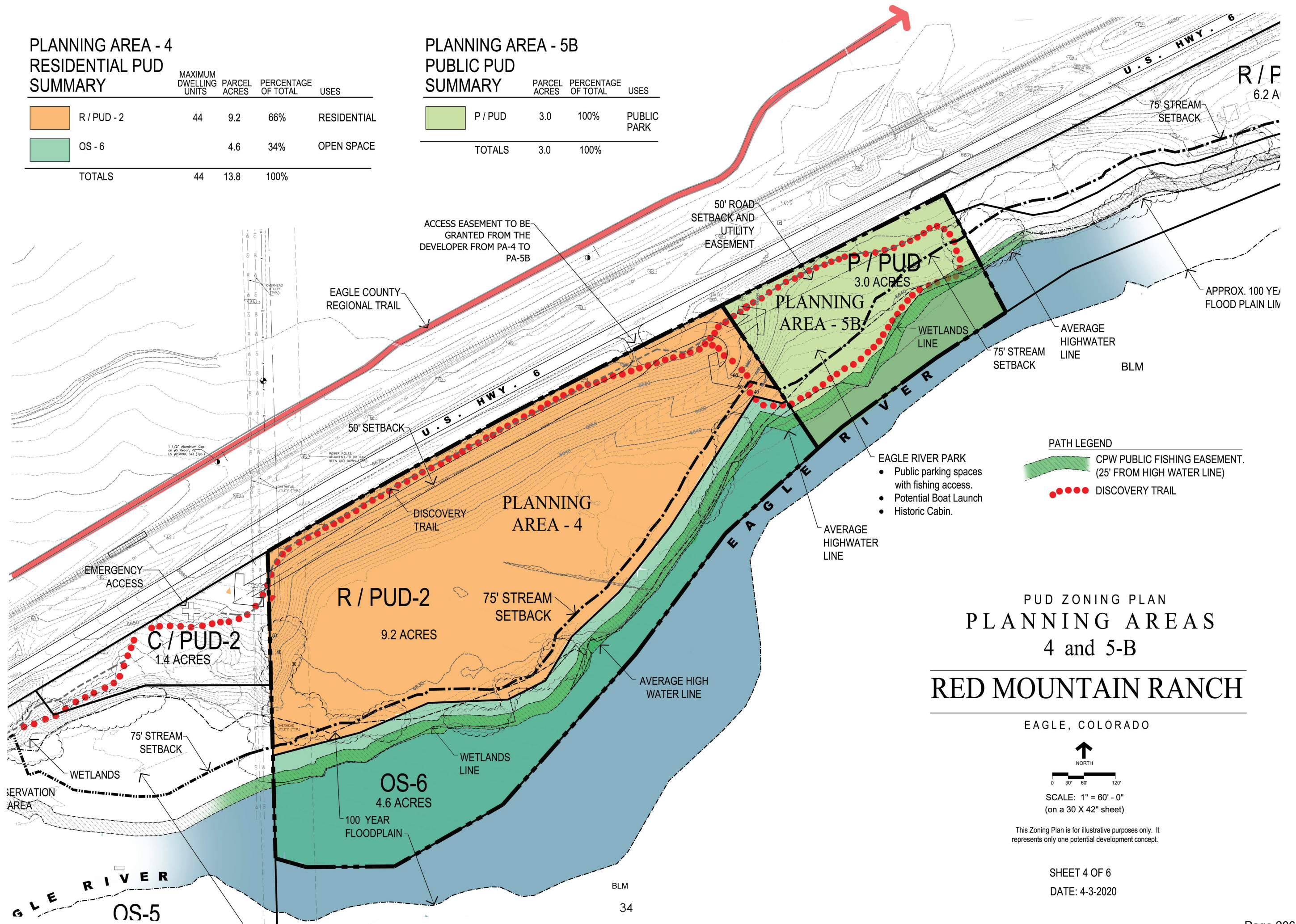
DATE: 4-3-2020

**PLANNING AREA - 4  
RESIDENTIAL PUD  
SUMMARY**

	MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES	
	R / PUD - 2	44	9.2	66%	RESIDENTIAL
	OS - 6		4.6	34%	OPEN SPACE
TOTALS		44	13.8	100%	

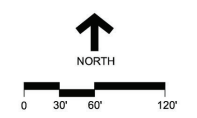
**PLANNING AREA - 5B  
PUBLIC PUD  
SUMMARY**

	PARCEL ACRES	PERCENTAGE OF TOTAL	USES	
	P / PUD	3.0	100%	PUBLIC PARK
TOTALS		3.0	100%	



**PUD ZONING PLAN  
PLANNING AREAS  
4 and 5-B  
RED MOUNTAIN RANCH**




EAGLE, COLORADO

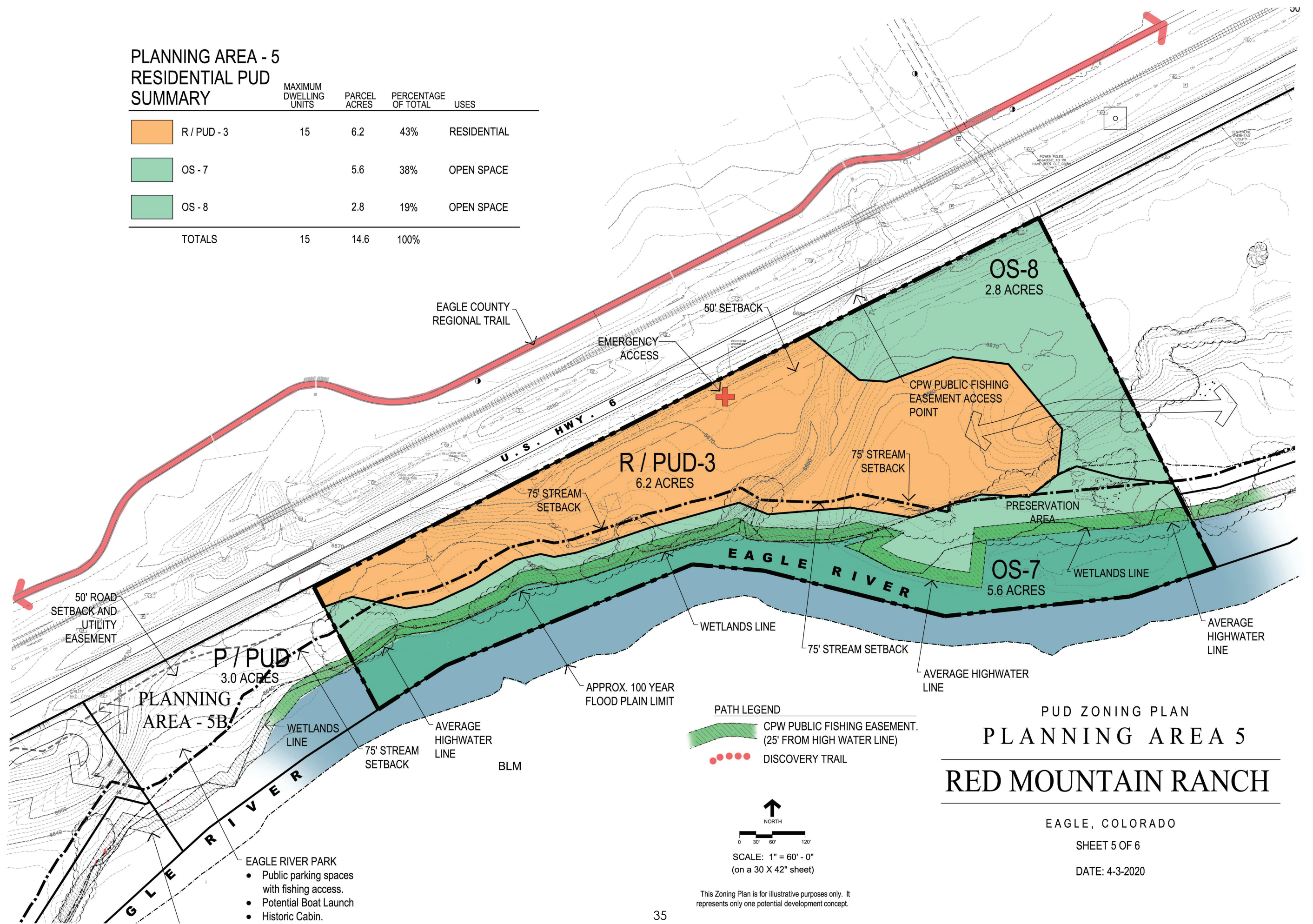


This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

SHEET 4 OF 6  
DATE: 4-3-2020



**PLANNING AREA - 5  
RESIDENTIAL PUD  
SUMMARY**

	MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
 R / PUD - 3	15	6.2	43%	RESIDENTIAL
 OS - 7		5.6	38%	OPEN SPACE
 OS - 8		2.8	19%	OPEN SPACE
TOTALS	15	14.6	100%	




- EAGLE RIVER PARK**
- Public parking spaces with fishing access.
  - Potential Boat Launch
  - Historic Cabin.

**PATH LEGEND**

-  CPW PUBLIC FISHING EASEMENT. (25' FROM HIGH WATER LINE)
-  DISCOVERY TRAIL

**NORTH**



SCALE: 1" = 60' - 0"  
(on a 30 X 42" sheet)

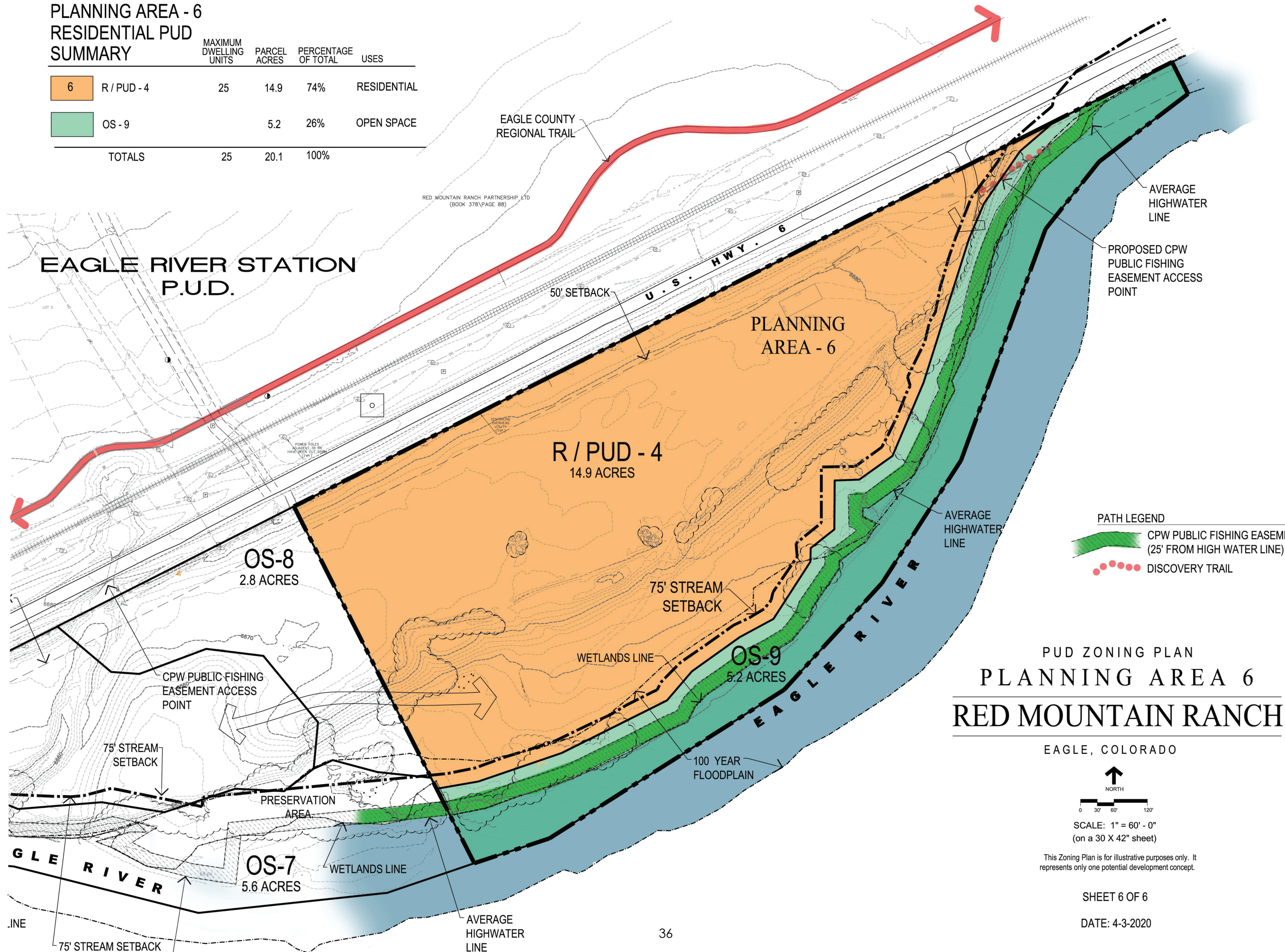
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PUD ZONING PLAN  
**PLANNING AREA 5**  
**RED MOUNTAIN RANCH**

EAGLE, COLORADO  
SHEET 5 OF 6  
DATE: 4-3-2020

**PLANNING AREA - 6  
RESIDENTIAL PUD  
SUMMARY**

	MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
6	25	14.9	74%	RESIDENTIAL
		5.2	26%	OPEN SPACE
<b>TOTALS</b>	<b>25</b>	<b>20.1</b>	<b>100%</b>	

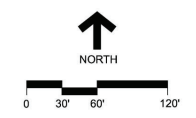


**PATH LEGEND**

- CPW PUBLIC FISHING EASEMENT. (25' FROM HIGH WATER LINE)
- DISCOVERY TRAIL

**PUD ZONING PLAN  
PLANNING AREA 6  
RED MOUNTAIN RANCH**

EAGLE, COLORADO

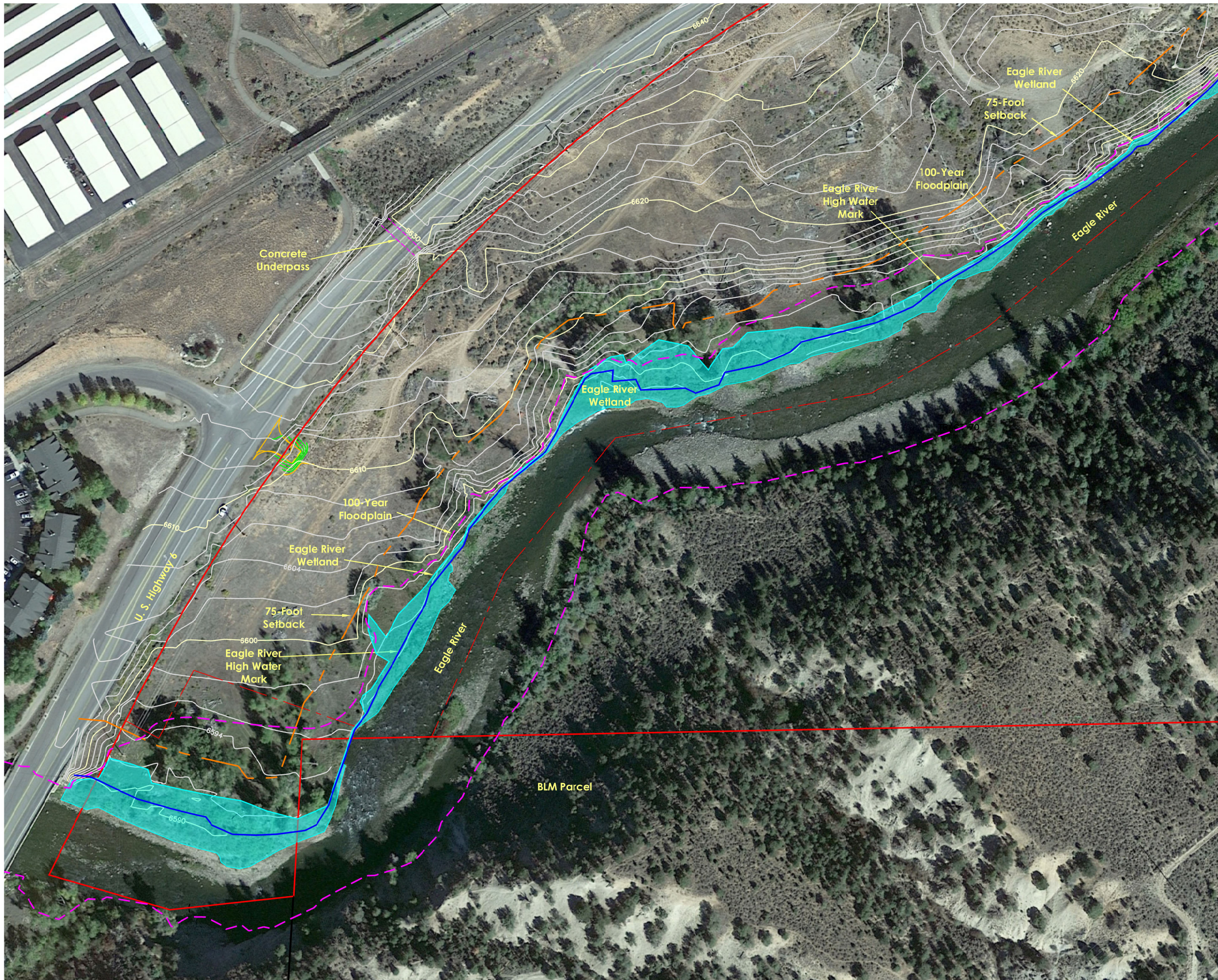


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(on a 30 X 42" sheet)

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SHEET 6 OF 6

DATE: 4-3-2020



**Figure 3. Wetland Map  
Red Mountain Ranch  
Sheet 1 of 7**

**LEGEND:**

-  Wetlands -- Delineated in 2015
-  Eagle River High Water Mark
-  100-Year Floodplain Limits
-  75-Foot Setback
-  Property Boundary
-  Planning Area Boundaries
-  Existing Contours
-  Proposed Contours



Date: June 2024  
 Contour Interval = 2 ft  
 Scale: 1 in = 125 ft

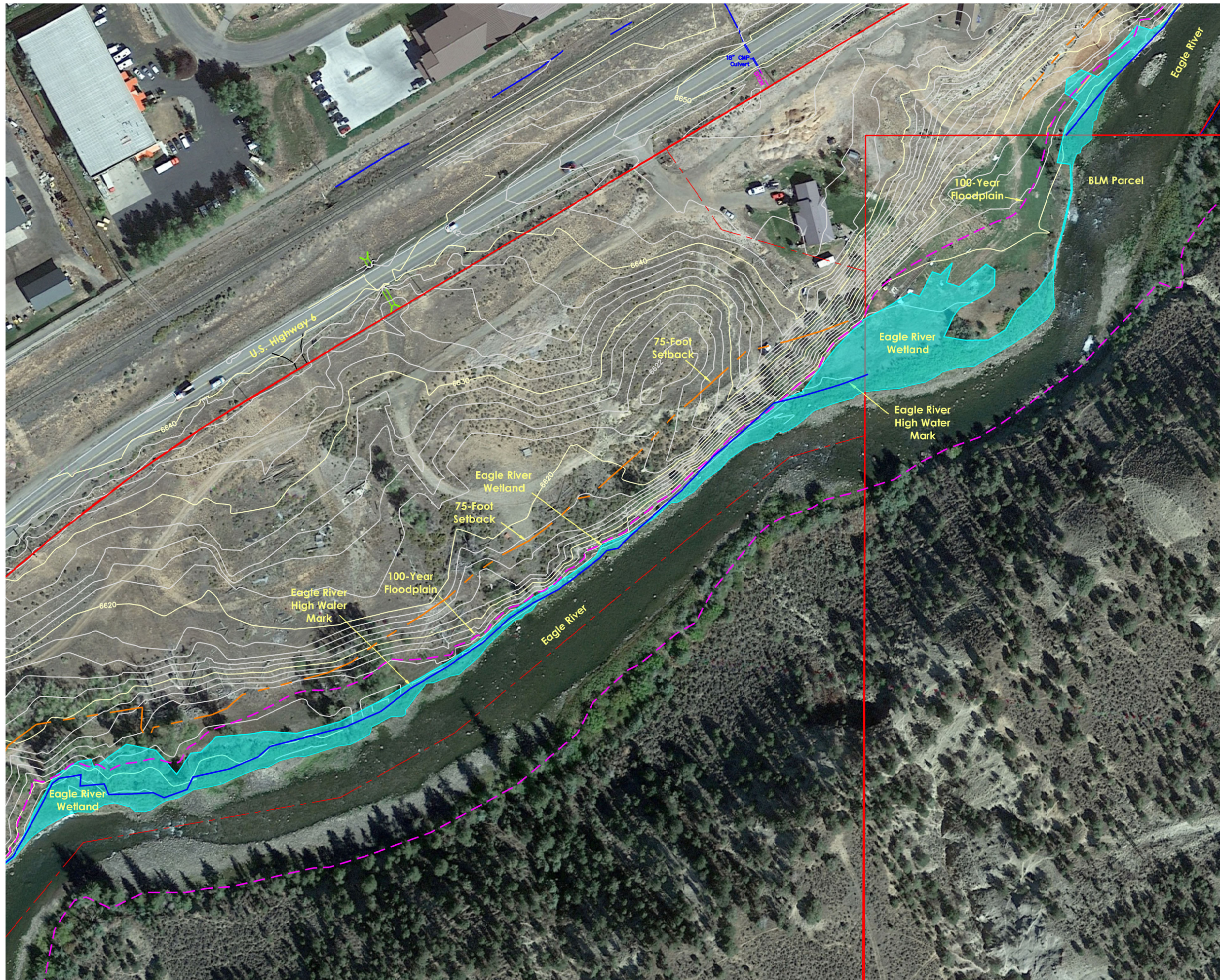
Please note, wetland boundaries have not yet been reviewed and approved by the U.S. Army Corps of Engineers.

prepared by:



**Birch Ecology LLC**  
 710 Tenacity Drive  
 Suite 101  
 Longmont, Colorado 80504  
 (720) 350-2530  
 www.birchecology.com

**Figure 3. Wetland Map  
Red Mountain Ranch  
Sheet 2 of 7**



**LEGEND:**

-  Wetlands -- Delineated in 2015
-  Eagle River High Water Mark
-  100-Year Floodplain Limits
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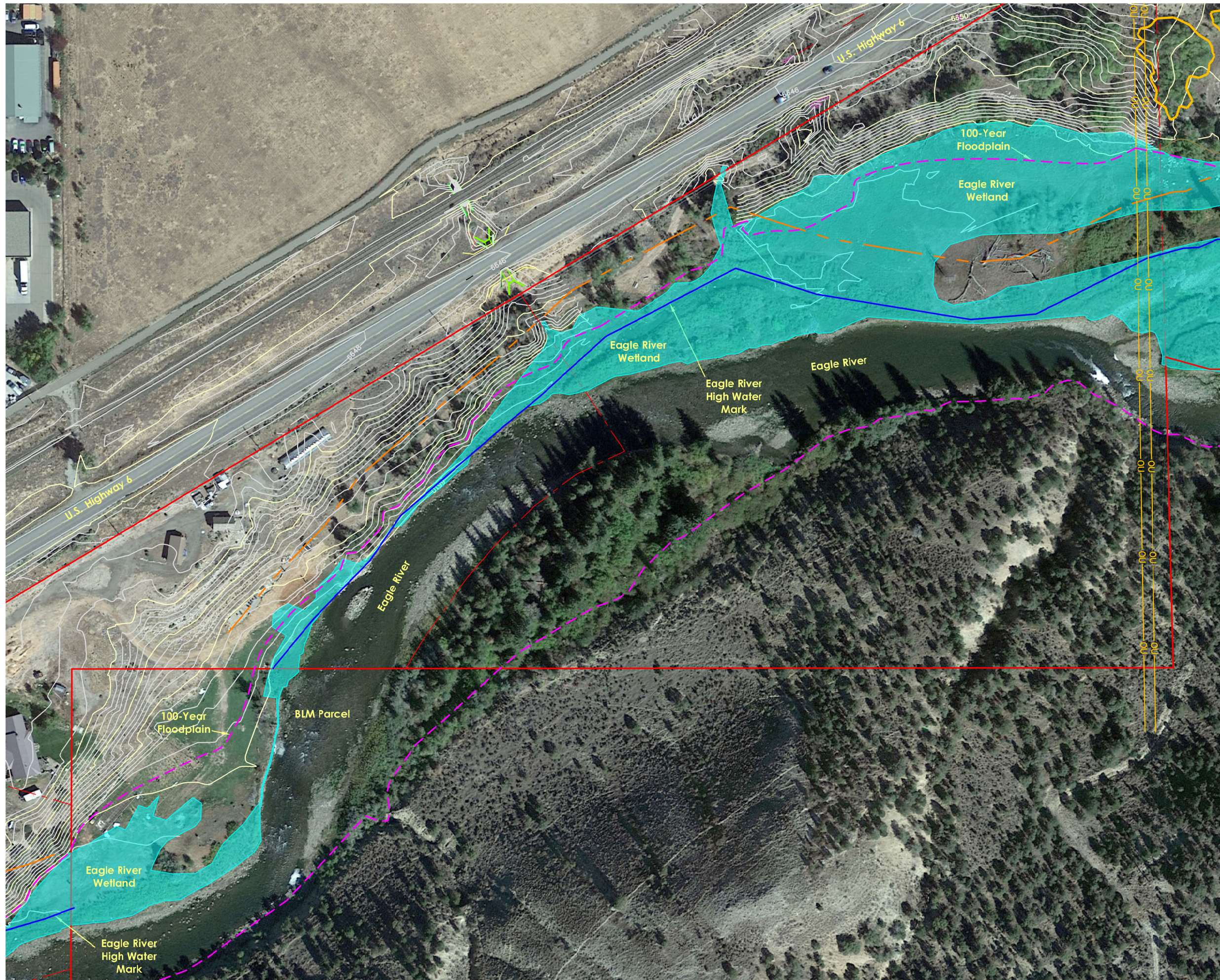
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**Figure 3. Wetland Map  
Red Mountain Ranch  
Sheet 3 of 7**



**LEGEND:**

- Wetlands -- Delineated in 2013, 2015, & 2016
- Eagle River High Water Mark
- 100-Year Floodplain Limits
- 75-Foot Setback
- Property Boundary
- Planning Area Boundaries
- Existing Contours
- Proposed Contours



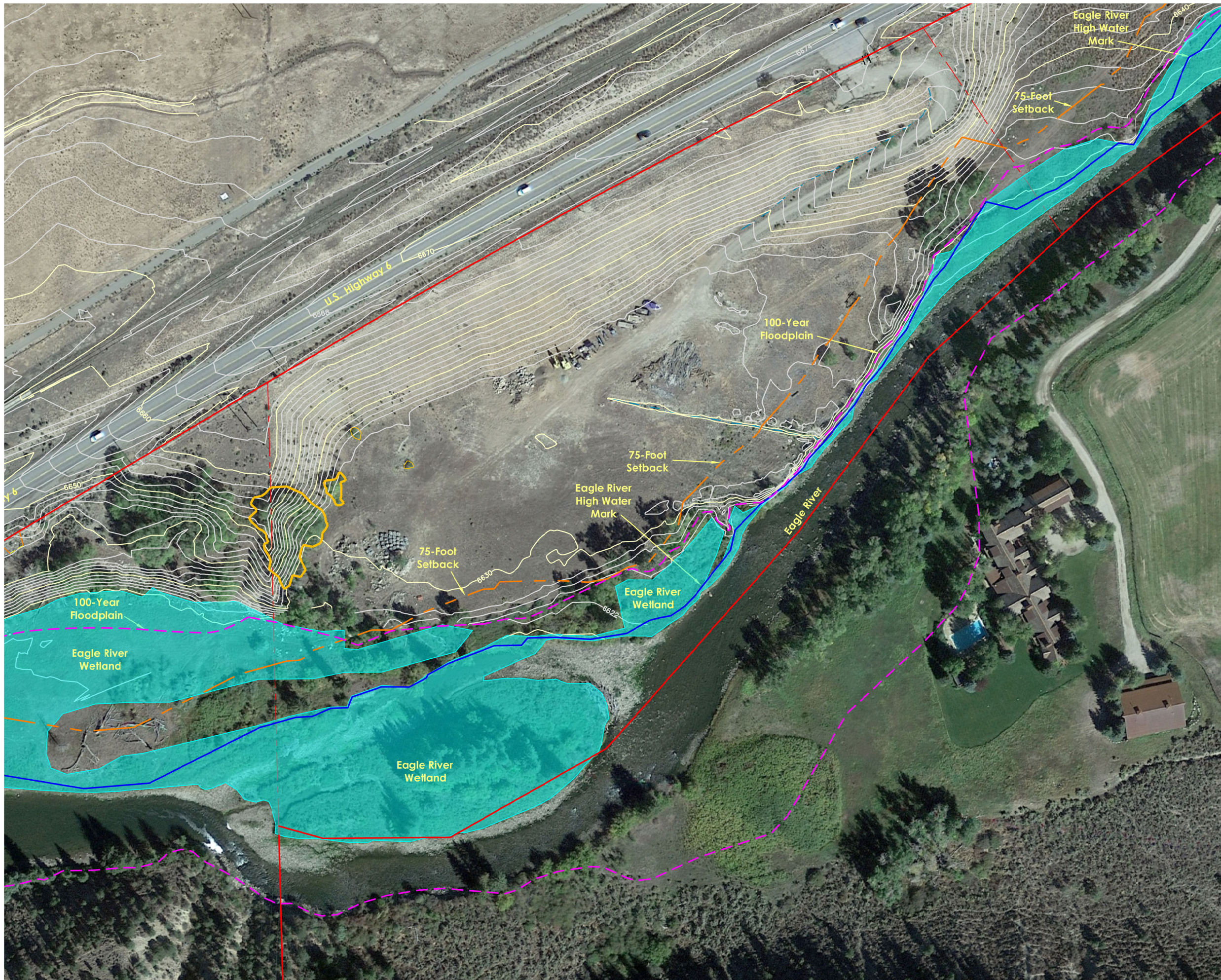
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**Figure 3. Wetland Map  
Red Mountain Ranch  
Sheet 4 of 7**

**LEGEND:**

-  Wetlands -- Delineated in 2013 & 2015
-  Eagle River High Water Mark
-  100-Year Floodplain Limits
-  75-Foot Setback
-  Property Boundary
-  Planning Area Boundaries
-  Existing Contours
-  Proposed Contours



Date: June 2024  
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Scale: 1 in = 125 ft

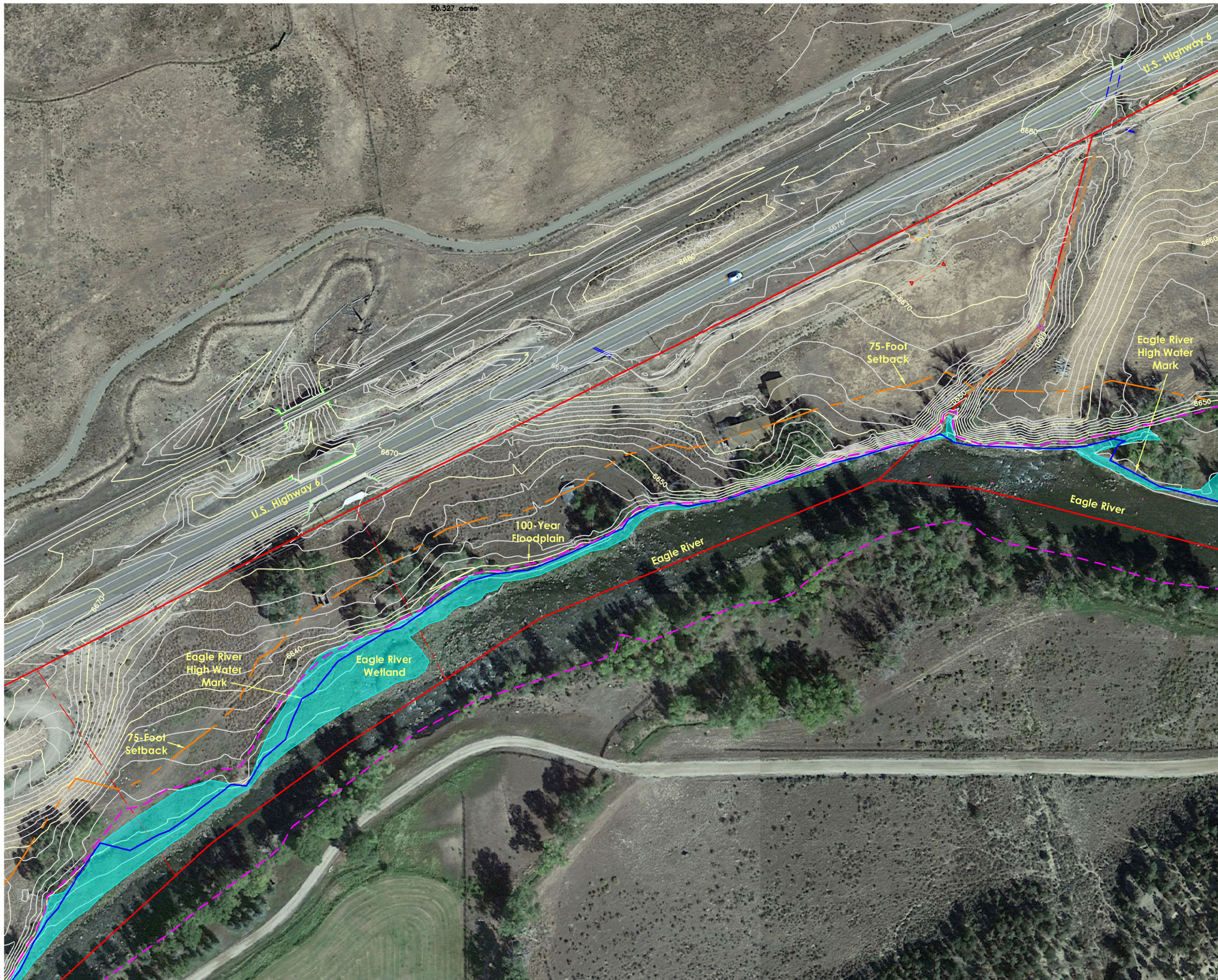
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50.327 acres



**Figure 3. Wetland Map**  
**Red Mountain Ranch**  
**Sheet 5 of 7**

**LEGEND:**

- Wetlands -- Delineated in 2015
- Eagle River High Water Mark
- 100-Year Floodplain Limits
- 75-Foot Setback
- Property Boundary
- Planning Area Boundaries
- Existing Contours
- Proposed Contours



Date: June 2024  
 Contour Interval = 2 ft  
 Scale: 1 in = 125 ft

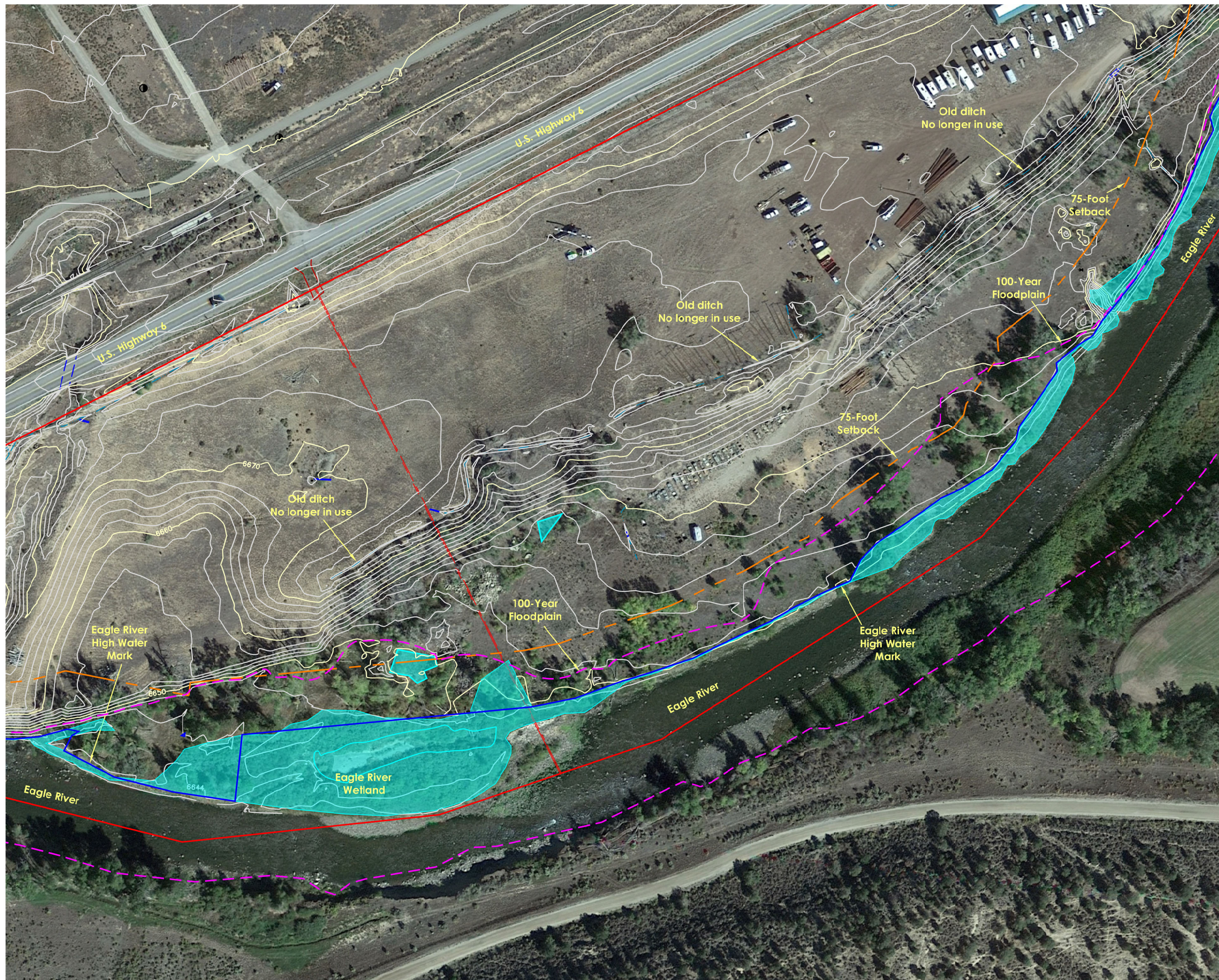
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**Figure 3. Wetland Map  
Red Mountain Ranch  
Sheet 6 of 7**



**LEGEND:**

- Wetlands -- Delineated in 2015
- Eagle River High Water Mark
- 100-Year Floodplain Limits
- 75-Foot Setback
- Property Boundary
- Planning Area Boundaries
- Existing Contours
- Proposed Contours



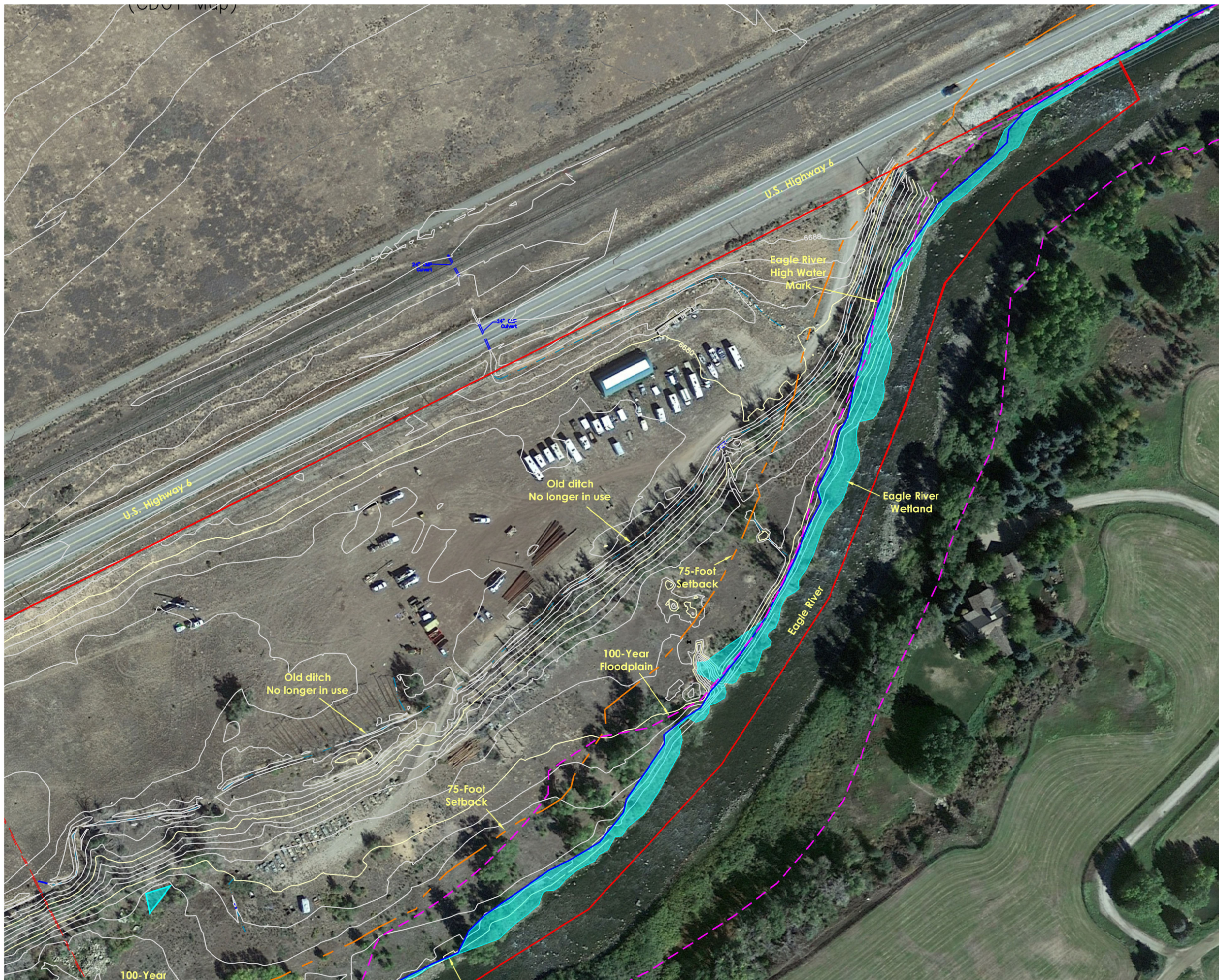
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**Figure 3. Wetland Map  
Red Mountain Ranch  
Sheet 7 of 7**

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- Existing Contours
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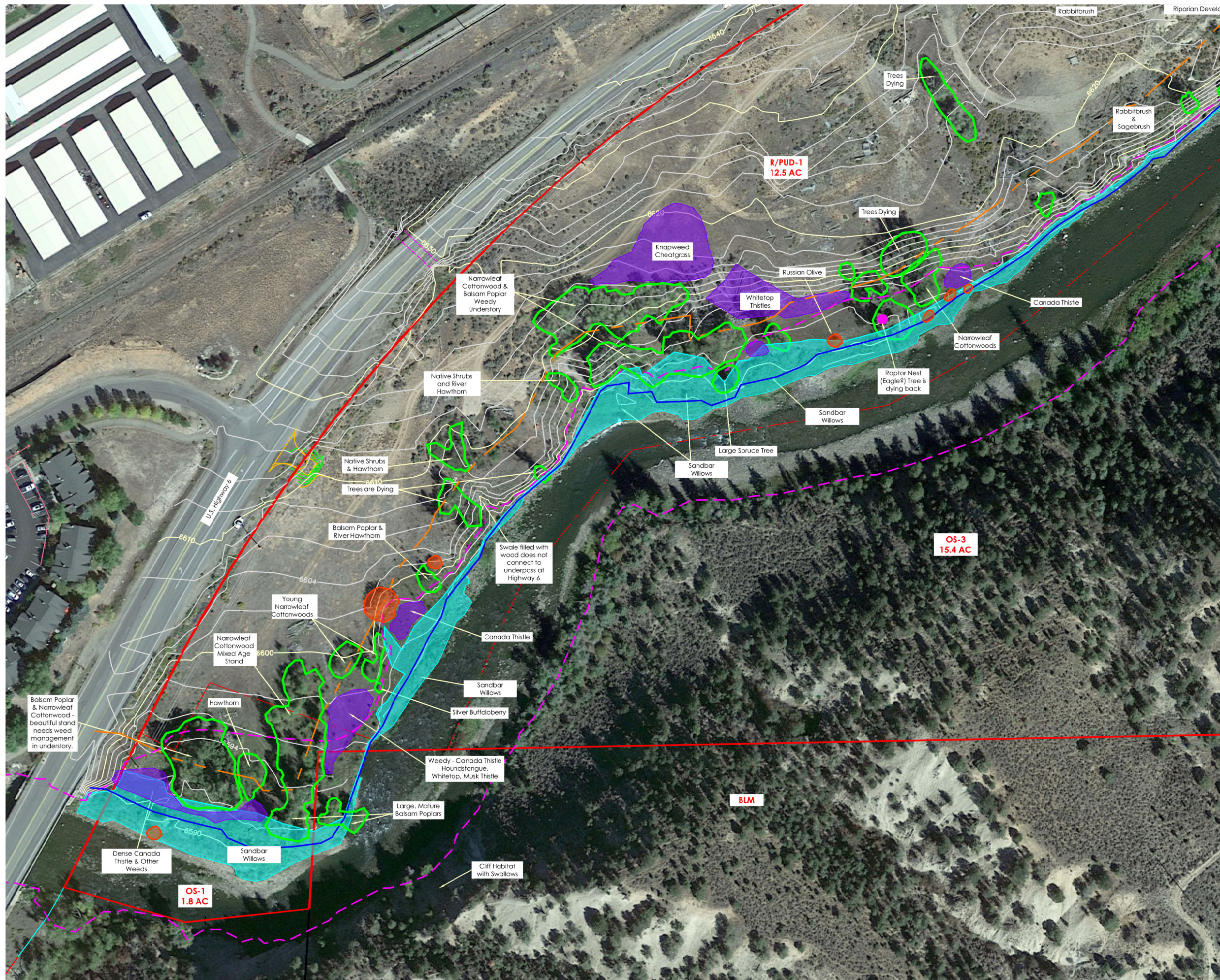
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**Figure 4. Riparian Corridor Existing Conditions Red Mountain Ranch Sheet 1 of 7**

**LEGEND:**

- Weed Dominated Areas
- Russian Olive Trees to Remove
- Native Tree Canopy
- Wetland Boundary
- Eagle River High Water Mark
- 100-Year Floodplain Limits
- 75-Foot Setback
- Property Boundary



Date: June 2024  
 Contour Interval = 2 ft  
 Scale: 1 in = 125 ft

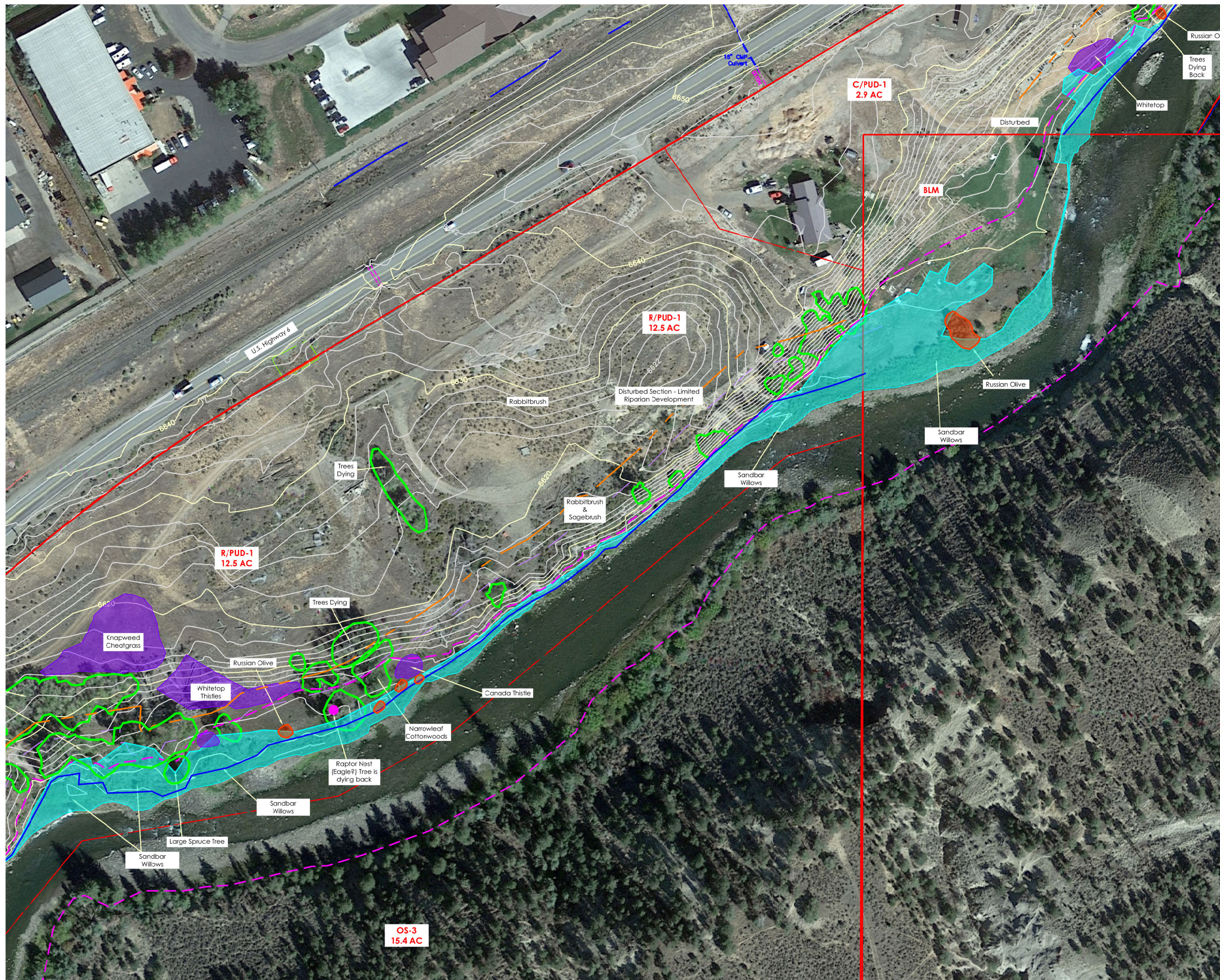
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prepared by:



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**Figure 4. Riparian Corridor  
Existing Conditions  
Red Mountain Ranch  
Sheet 2 of 7**



**LEGEND:**

- Weed Dominated Areas
- Russian Olive Trees to Remove
- Native Tree Canopy
- Wetland Boundary
- Eagle River High Water Mark
- 100-Year Floodplain Limits
- 75-Foot Setback
- Property Boundary



Date: June 2024  
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Scale: 1 in = 125 ft

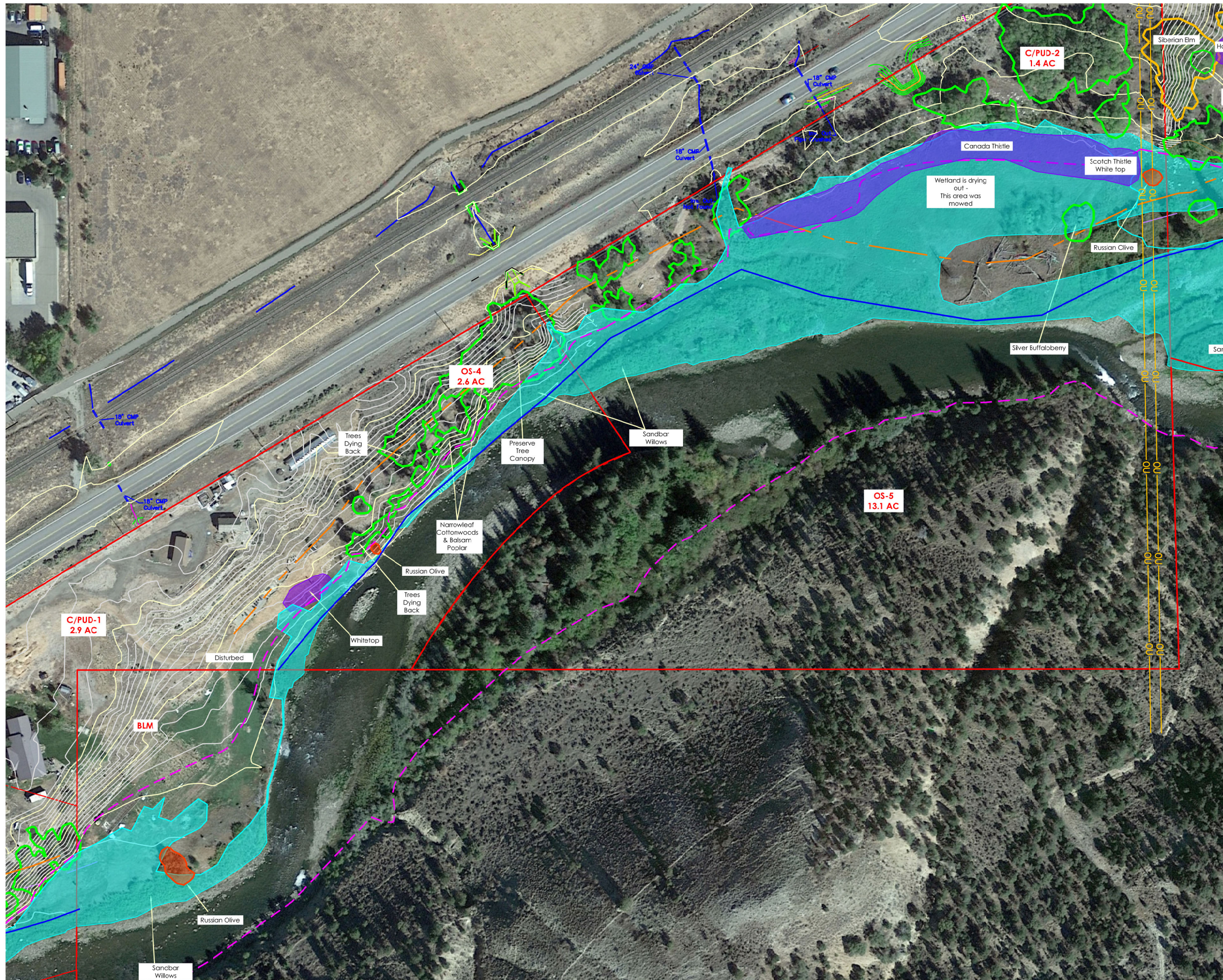
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prepared by:



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**Figure 4. Riparian Corridor  
Existing Conditions  
Red Mountain Ranch  
Sheet 3 of 7**



**LEGEND:**

- Weed Dominated Areas
- Russian Olive Trees to Remove
- Native Tree Canopy
- Wetland Boundary
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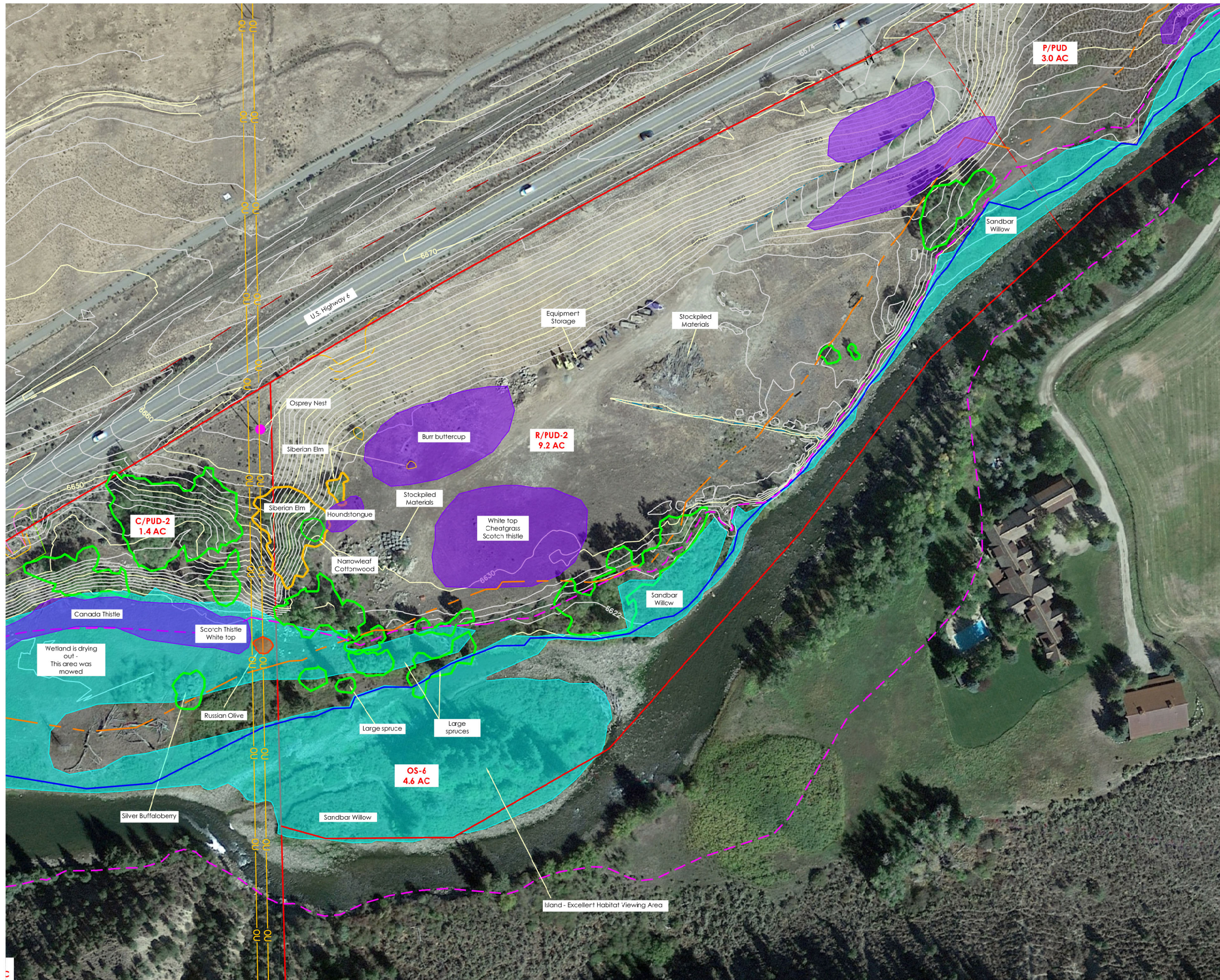
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**Figure 4. Riparian Corridor  
Existing Conditions  
Red Mountain Ranch  
Sheet 4 of 7**



**LEGEND:**

- Weed Dominated Areas
- Russian Olive Trees to Remove
- Native Tree Canopy
- Wetland Boundary
- Eagle River High Water Mark
- 100-Year Floodplain Limits
- 75-Foot Setback
- Property Boundary



Date: June 2024  
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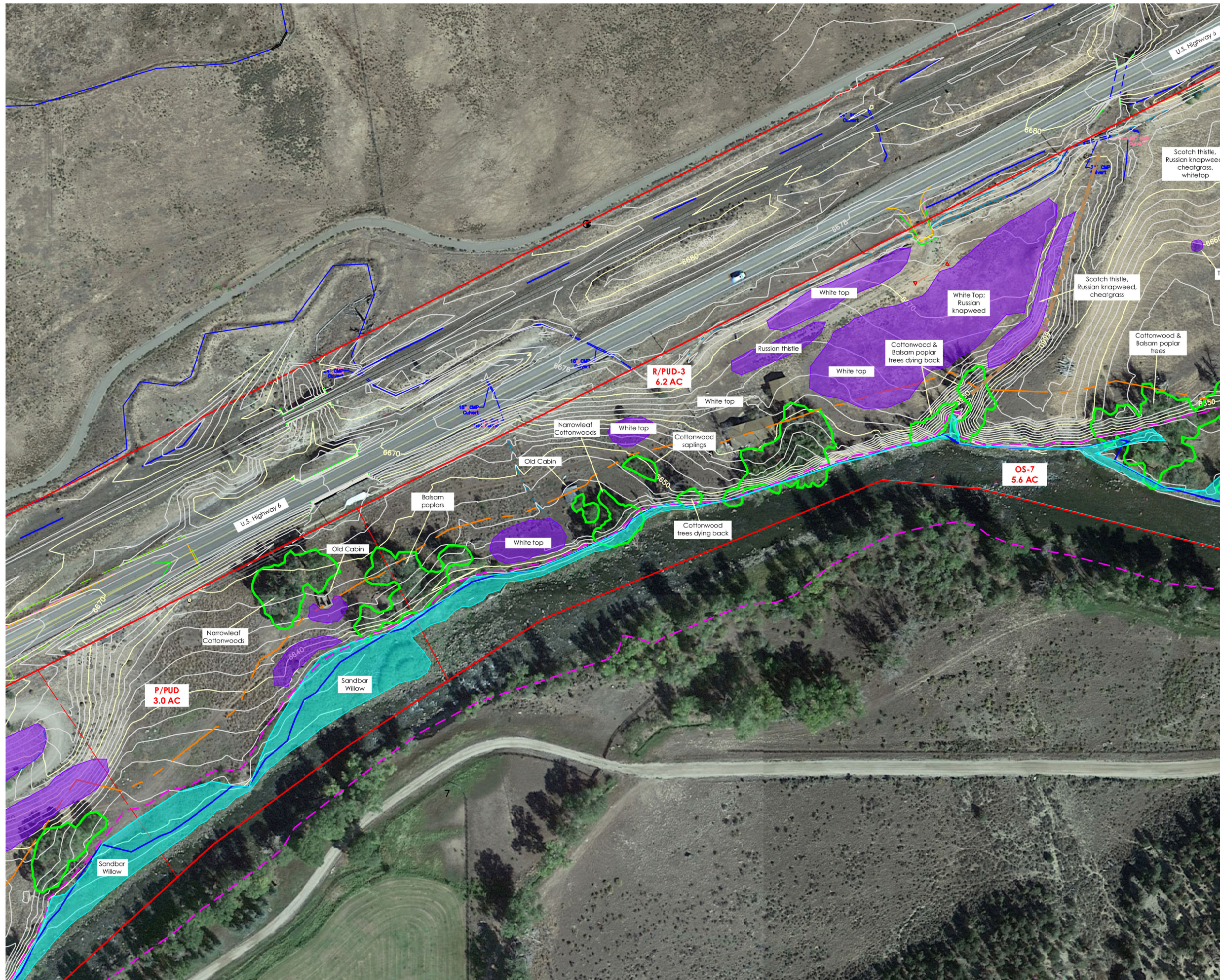
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prepared by:



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**Figure 4. Riparian Corridor  
Existing Conditions  
Red Mountain Ranch  
Sheet 5 of 7**



**LEGEND:**

- Weed Dominated Areas
- Russian Olive Trees to Remove
- Native Tree Canopy
- Wetland Boundary
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- 100-Year Floodplain Limits
- 75-Foot Setback
- Property Boundary



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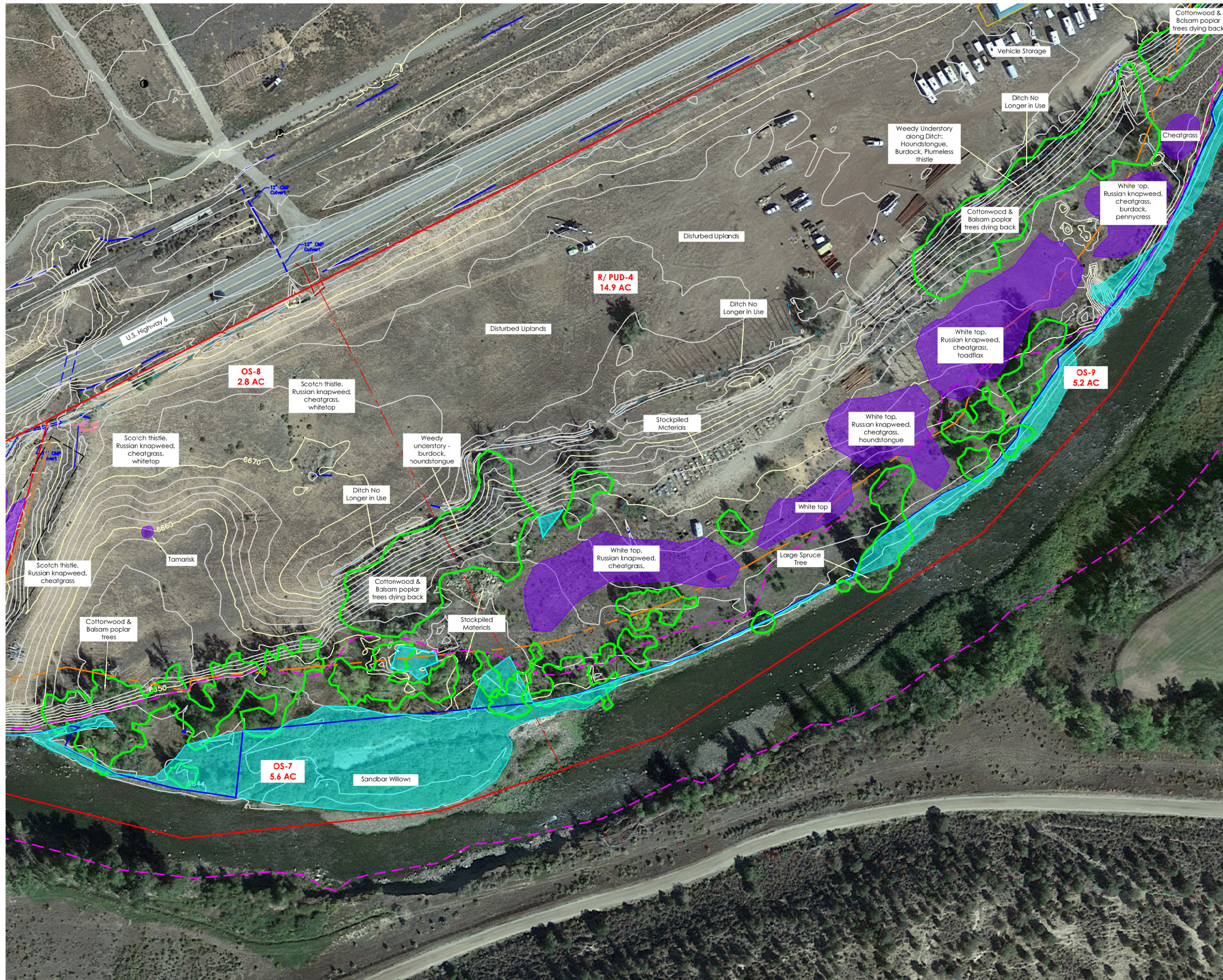
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prepared by:



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**Figure 4. Riparian Corridor  
Existing Conditions  
Red Mountain Ranch  
Sheet 6 of 7**



**LEGEND:**

- Weed Dominated Areas
- Russian Olive Trees to Remove
- Native Tree Canopy
- Wetland Boundary
- Eagle River High Water Mark
- 100-Year Floodplain Limits
- 75-Foot Setback
- Property Boundary



Date: June 2024  
Contour Interval = 2 ft  
Scale: 1 in = 125 ft

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**Figure 4. Riparian Corridor Existing Conditions Red Mountain Ranch Sheet 7 of 7**

**LEGEND:**

- Weed Dominated Areas
- Russian Olive Trees to Remove
- Native Tree Canopy
- Wetland Boundary
- Eagle River High Water Mark
- 100-Year Floodplain Limits
- 75-Foot Setback
- Property Boundary



Date: June 2024  
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prepared by:



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 Longmont, Colorado 80504  
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Figure 5. Site Plan



# Ecological Resource Consultants, LLC

2820 Wilderness Place, Suite A | Boulder, CO | 80301 | (303) 679-4820

---

## Red Mountain Ranch Wildlife Conservation Plan Town of Eagle, Eagle County, Colorado

January 23, 2026

### Prepared For:

Griffin Development LLC  
701 Lionshead Cir.  
Vail, Colorado 81657  
Contact: Rodrigo Cortina  
Email: [rc@griffin.build](mailto:rc@griffin.build)  
Phone: (970) 331-3736

ERC Project #200-2513

**Red Mountain Ranch  
Wildlife Conservation Plan  
Eagle County, Colorado**

**January 23, 2026**

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**ATTACHMENTS**

Appendix A – Development Plan

Appendix B – CPW SAM and HPH Wildlife Maps

Appendix C – USFWS IPaC Species List

Appendix D – USFWS Eagle Disturbance General Take Permit

## 1.0 Introduction

### 1.1 Background and Scope of the Report

Ecological Resource Consultants, LLC (ERC) provides the following Wildlife Conservation Plan (WCP) on behalf of Griffin Development, LLC, for the proposed Red Mountain Ranch 15.1-acre residential development property (Project Area) in Eagle County, Colorado. This report includes a site-specific evaluation of wildlife habitat and use within the Project Area based on existing vegetation communities, Species Activity Mapping (SAM) and High Priority Habitat (HPH) data from Colorado Parks and Wildlife (CPW), and potential federal and state listed threatened or endangered species and/or habitat that could exist on, or immediately surrounding, the Project Area. This report was prepared to provide information relevant to the Town of Eagle Land Use and Development Code (Town Code) Chapter 4.14.040 and is intended to satisfy the requirements of Section E Wildlife Conservation Plan (Town of Eagle Recode 2023).

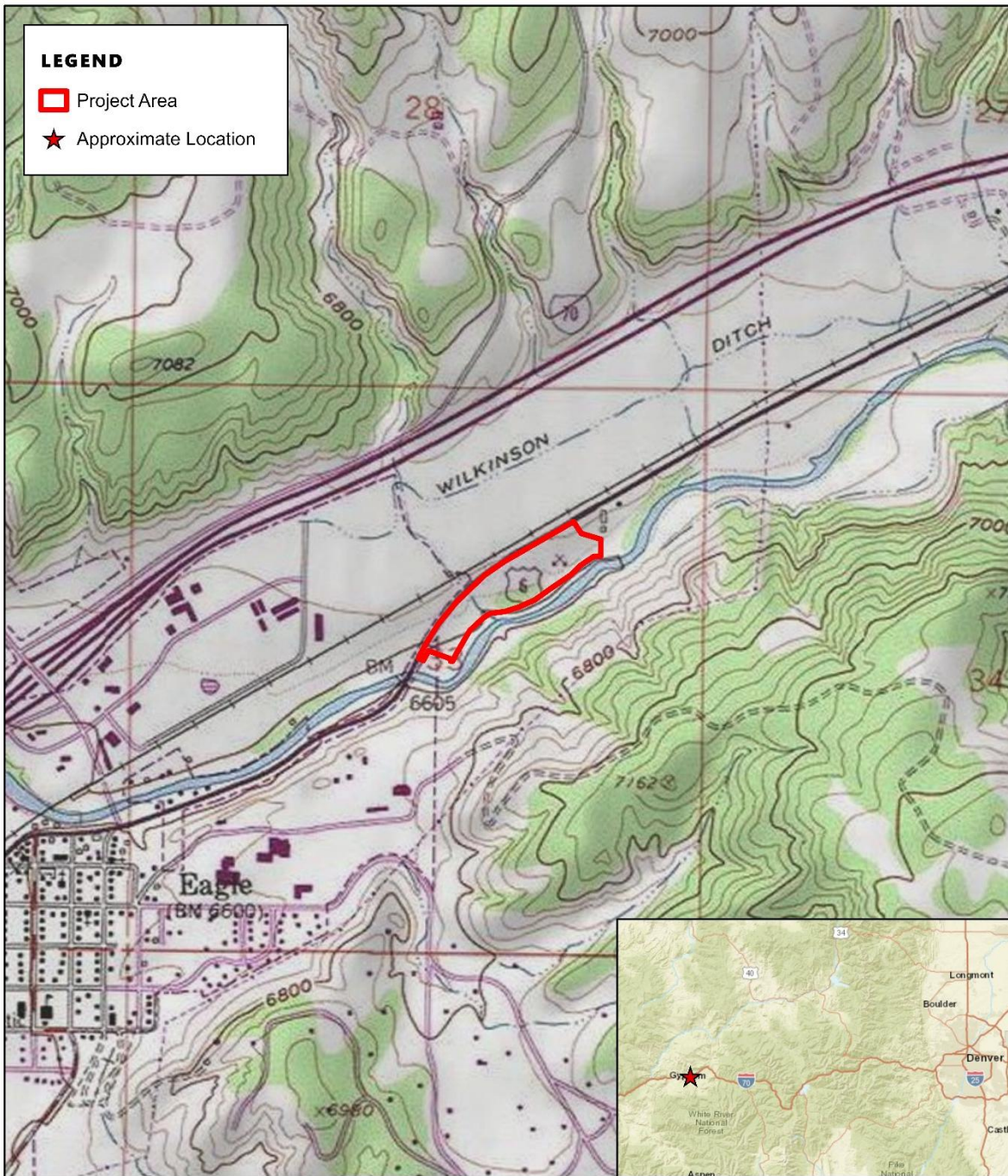
### 1.2 Project Area Location

The Project Area is located in Eagle County, Colorado in Section 33, Township 4 South, Range 84 West (Latitude 39.662467°N, Longitude -106.812183°W; **[Figure 1]**). The Project Area is situated on an undeveloped property, bound by Highway 6 to the north and the Eagle River to the south, within the Town of Eagle.

### 1.3 Town of Eagle Code and Plan Guidelines

The Town Code contains a variety of policies requiring the conservation and protection of wildlife habitat, specifically habitats containing elements necessary for the survival and health of wildlife species within Eagle County. Any proposed developments that will, or may, have an adverse impact on wildlife and/or wildlife habitat require a WCP.

Furthermore, according to the Town Code, residential developments larger than two (2) acres require a WCP. Review criteria for the WCP includes impacts to wildlife species directly, wildlife habitat, wildlife migration, movement, and displacement, and cumulative impacts to the Project Area and the surrounding vicinity. ERC has reviewed development plans for the Project Area and addresses potential impacts, mitigation measures, and potential habitat enhancement and restoration effort recommendations within the plan below.



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(303) 679-4820

ERC #: 200-2513

**FIGURE 1  
LOCATION & TOPOGRAPHIC MAP**

**RED MOUNTAIN RANCH  
EAGLE COUNTY, COLORADO**



0 625 1,250  
Feet

## 2.0 Existing Conditions

ERC evaluated the existing conditions, vegetation communities, and general wildlife habitat within the Project Area. The evaluation first consisted of a preliminary desktop review utilizing existing available mapping. Available mapping compiled for the Project Area included:

- Satellite imagery, August 2023 (Google Earth 2025),
- CPW SAM data (CPW 2025a),
- CPW HPH data (CPW 2024a)
- US Fish and Wildlife Service (USFWS) – Critical Habitat Layers (USFWS 2025a),

The data was reviewed, and the general extents and characterization of land use classes and vegetation cover types were documented. Site-specific field evaluation was then conducted in June and July 2025, to evaluate existing conditions within the Project Area.

### 2.1 Project Area Description

The Project Area comprises approximately 15.1 acres of relatively flat terrain, situated along the north bank of the Eagle River. The Project Area is located in the northern portion of the Town of Eagle with an approximate elevation between 6,610 and 6,650 feet above mean sea level (Google Earth 2025). The Project Area is surrounded by commercial, residential, and industrial properties, as well as Highway 6, to the north and northwest, Eagle River to the south and west, and undeveloped property to the northeast. The Project Area is primarily comprised of disturbed shrubland situated within an upland terrace, with dispersed patches of bare soil, as well as a riparian corridor along the Eagle River.

The landscape within the upland terrace in the northern part of the Project Area has been previously disturbed by past gravel mining activities. The previous land use has contributed to the disturbed shrubland that comprises the majority of the Project Area, and while remnants of desert shrubland dominated by big basin sagebrush (*Artemisia tridentata* ssp. *tridentata*) and rubber rabbitbrush (*Ericameria nauseosa*) persist, they primarily have a sparse, weedy understory. The riparian corridor supports riparian vegetation with a mature overstory of cottonwood trees, willows, and other native shrubs (Birch Ecology, LLC 2025).

### 2.2 Proposed Project Description

The proposed project is a residential development with a total of 66 residential units, comprised of 42 townhomes, 12 duplexes, and 12 single family homes. Open space amenities and community landscape features are also proposed as part of the overall development. The development plan depicts an entrance from Highway 6 located at the northeast corner of the Project Area.

The public land dedication requirement of the Planned Unit Development (PUD) of at least 20%, as specified in the Town Code Section 4.08.040 C.1., is satisfied with three areas dedicated to open space, totaling approximately 20 acres (57% of Planning Area 1 of the PUD). Furthermore, pursuant to Town Code Section 4.14.050 C.2., a 75-foot riparian setback has been incorporated into the project plans

between the proposed development and the Eagle River. The Code requires a minimum setback of 75 feet from the ordinary high-water mark or the extent of the mapped 100-year floodplain, whichever is greater. At this location, the 75-foot setback is in effect because the mapped 100-year floodplain is narrower than 75 feet. This setback is intended to minimize erosion, protect water quality, and preserve fish and wildlife habitat. The riparian setback area will be protected and not subject to site disturbance, including grading, excavation, removal of native vegetation, or new construction, with the exception of a permissible unpaved pedestrian trail, approved flood control or stormwater structures, and a diversion point for a non-potable irrigation pump station. Additionally, invasive vegetation management, as well as revegetation of disturbed areas, will be conducted with the goal of enhancing the riparian setback area within the Project Area. The development plan for the proposed project is in **Appendix A**.

### 2.3 Land Use Classes and Vegetation Cover Types

In total, two (2) land use classes and vegetation cover types were identified by ERC within the Project Area. Refer to **Table 1** for a summary of the habitat types and their distribution.

**Table 1. Summary of Habitat Types and Their Distribution in the Project Area.**

Land Use Classes and Vegetation Cover Types	Approximate Area	
	(acres)	(percent)
Ruderal Shrubland	10.9	72%
Riparian Woodland	4.2	28%
<b>Total Project Area</b>	<b>15.1</b>	<b>100%</b>

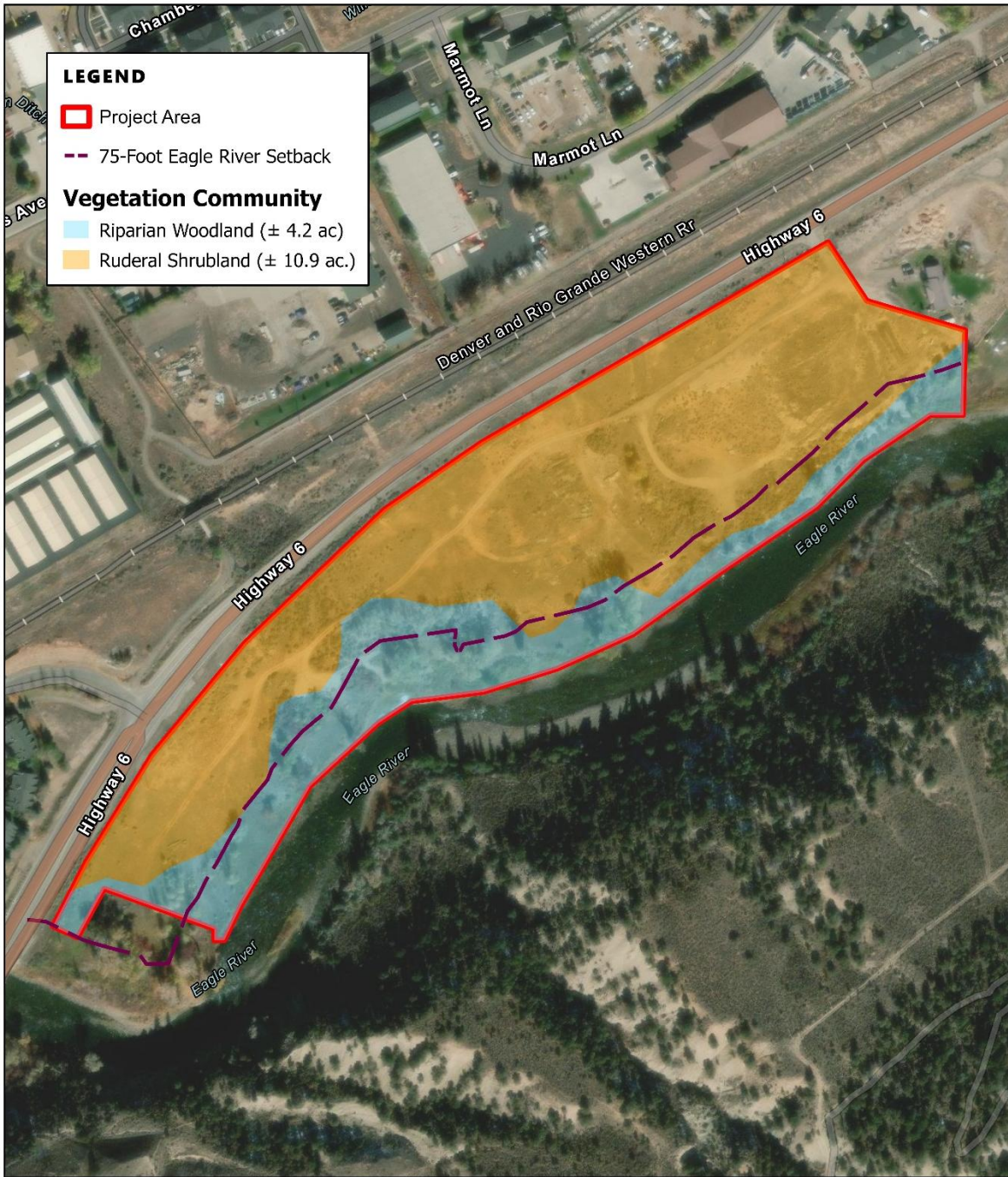
Source: NatureServe 2025


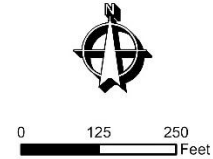
The following **Table 2** provides a brief description of the existing land use classes and vegetation cover types identified within the Project Area, as illustrated in **Figure 2**. Representative examples of these vegetation communities are shown in Photos 1 through 8.

**Table 2. Description of Land Use Classes and Vegetation Cover Types within the Project Area.**

Land Use Classes and Vegetation Cover Types	Description
<b>Ruderal Shrubland</b>	This community is characterized by a shrub canopy with non-native herbaceous understory. Within the Project Area, the dominant species are comprised of big basin sagebrush and rubber rabbitbrush. Shrub cover varies throughout this vegetation community within the Project Area, resulting in areas with sparse cover (<5% cover), interspersed with areas of dense cover (>70% cover). The herbaceous understory is dominated by non-native grasses and forbs, such as cheatgrass ( <i>Bromus tectorum</i> ), white top ( <i>Lepidium draba</i> ), scotch thistle ( <i>Onopordum acanthium</i> ), and Russian knapweed ( <i>Rhaponticum repens</i> ). Within this vegetation community, there are areas that consist of bare ground and relatively low vegetation cover dispersed throughout the Project Area.
<b>Riparian Woodland</b>	The riparian woodland community consists of tree canopy dominated by narrowleaf cottonwood ( <i>Populus angustifolia</i> ) and balsam poplar ( <i>Populus balsamifera</i> ) with a shrub layer dominated by river hawthorn ( <i>Crataegus rivularis</i> ) and coyote willows ( <i>Salix exigua</i> ). The herbaceous understory within the Project Area contains weedy and non-native species in some areas, such as smooth brome ( <i>Bromus inermis</i> ) and Canada thistle ( <i>Cirsium arvense</i> ). Areas directly adjacent to the stream contain hydrophytic vegetation within the wetlands. The 75-foot riparian setback bisects this vegetation community, resulting in protection from the proposed development for the majority of the riparian woodland ( <b>Figure 2</b> ).

Source: NatureServe 2025



<p>Prepared By:</p>  <p>2820 Wilderness Place, Suite A Boulder, CO 80301 (303) 679-4820  ERC #: 200-2513</p>	<p><b>FIGURE 2</b> <b>VEGETATION COMMUNITIES</b> <b>AND 75-FOOT SETBACK MAP</b></p> <p><b>RED MOUNTAIN RANCH</b> <b>EAGLE COUNTY, COLORADO</b></p>	
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**Photo 1.** View facing south, showing the ruderal shrubland community and the riparian woodland community along the Eagle River.



**Photo 2.** View facing southeast, showing bare ground within the ruderal shrubland community, and the Eagle River riparian woodland community.



**Photo 3.** View facing southeast, showing mature cottonwoods within the riparian woodland community along the Eagle River.



**Photo 4.** View facing south from the northern portion of the Project Area, showing disturbed habitat characterized by sparse shrubs and scattered forbs within the ruderal shrubland community.



**Photo 5.** View facing northwest within the western portion of the Project Area, depicting the areas of bare ground and minimal vegetation coverage within the ruderal shrubland community.



**Photo 6.** View facing southwest along the southern boundary of the Project Area, depicting the disturbed riparian woodland community along the Eagle River.



**Photo 7.** View facing northeast along the southern boundary of the Project Area, depicting the disturbed riparian woodland community along the Eagle River.



**Photo 8.** View facing southwest along the southern boundary of the Project Area, depicting the wetlands along the Eagle River within the riparian community in the foreground, and the riparian woodland community in the background.

## 3.0 Wildlife

ERC conducted a literature review as part of initial data collection for preparation of this report. Among others, ERC reviewed the available literature sources including CPW information and the USFWS Federal Register.

Field inspections were conducted in June and July 2025 to identify and document the presence of vegetation communities, general wildlife habitat use, and migratory bird habitat as well as potential for threatened and endangered species/habitat. Upon review of all available resources, including literature and field inspections, ERC provides the following determination for the Project Area.

### 3.1 Site Specific Wildlife Use

Wildlife can utilize the landscape in a multitude of ways. Wildlife can use specific habitats as areas of permanent inhabitation, seasonal inhabitation, breeding grounds, migratory routes, for foraging purposes, as temporary shelter, and as general "open space." General wildlife habitat within the Project Area consists primarily of ruderal shrubland habitat, as well as riparian habitat along the Eagle River.

The majority of potential wildlife habitat within the Project Area has been historically disturbed due to gravel mining activities. The ruderal shrubland vegetation community is predominantly non-native and weedy species, with patches devoid of vegetation. This habitat is not typically considered of high ecological value to wildlife; however, this area can have beneficial values to certain wildlife species. This area, at a minimum, is considered "open space" providing limited foraging and hunting grounds, refuge, and limited areas for nesting. Such lands provide food, cover, nesting, and open-space habitat, allowing movement and exchange of plant and animal populations.

Conversely, the riparian woodland vegetation community adjacent to the Eagle River largely consists of native vegetation, providing habitat to various species, including breeding and migrating birds, water dependent species, and big game. However, there are portions of the riparian woodland habitat within the Project Area that are disturbed and contain non-native understory, impacting the habitat quality.

### 3.2 Colorado Parks and Wildlife (CPW) Species Activity Mapping (SAM)

CPW has developed Species Activity Mapping (SAM) which identifies buffer zones and other distribution data for general wildlife species which is available in Geographic Information Systems (GIS) format (CPW 2025a). The latest publicly available SAM data issued by CPW is from January 13, 2025, with definitions updated January 28, 2025 (CPW 2025a, 2025b). This mapping provides information on wildlife distributions to public and private agencies for environmental assessment, land management resource planning, and general scientific research. The specific CPW-mapped wildlife use areas or current ranges for any species within ½-mile of the Project Area are summarized as follows in **Table 3**. Refer to **Appendix B** for the CPW maps within the vicinity of the Project Area.

**Table 3. CPW Species Activity Mapped Wildlife Use Areas Within the Project Area**

CPW SAM Layer	Definition	Mapped within the Project Area (Y=Yes, N=No)	<sup>1</sup> Abundance
<b>BALD EAGLE</b>			
ACTIVE NEST SITE:	A specific location in which a pair of Bald Eagles have at least attempted to nest within the last five years. Any nest location that can be directly tied to courtship, breeding, or brooding behavior is considered active. A buffer zone extends ½ mile around a known active nest.	Y	G5 (S3)
SUMMER FORAGE:	Foraging areas frequented by breeding bald eagles from March 15 to July 31. These areas are almost always associated with nesting pairs.	Y; the majority of the Project Area except the northeast portion	
WINTER FORAGE:	Foraging areas frequented by wintering bald eagles between November 15 and March 15. May be a large area radiating from preferred roosting sites. In western Colorado preferred roosting sites are within dominant riparian zones.	Y	
WINTER RANGE:	Those areas where bald eagles have been observed between November 15 and April 1.	Y	
WINTER CONCENTRATION:	Areas (tree, islands, etc.) within an existing winter range where eagles concentrate between November 15 and April 1. These areas may be associated with roost sites.	Y	
<b>BATS</b>			
LITTLE BROWN MYOTIS OVERALL RANGE:	The area which encompasses the observed and predicted range of a population of bats.	Y	G3 (S5)
LONG-EARED MYOTIS OVERALL RANGE:	The area which encompasses the observed and predicted range of a population of bats.	Y	G5
LONG-LEGGED MYOTIS OVERALL RANGE:	The area which encompasses the observed and predicted range of a population of bats.	Y	G4 (S5)
SILVER-HAIRED BAT OVERALL RANGE:	The area which encompasses the observed and predicted range of a population of bats.	Y	G4 (S3)
WESTERN SMALL-FOOTED MYOTIS OVERALL RANGE:	The area which encompasses the observed and predicted range of a population of bats.	Y	G5 (S4)
HOARY BAT OVERALL RANGE:	The area which encompasses the observed and predicted range of a population of bats.	Y	G3

CPW SAM Layer	Definition	Mapped within the Project Area (Y=Yes, N=No)	<sup>1</sup> Abundance
TOWNSEND'S BIG-EARED BAT OVERALL RANGE:	The area which encompasses the observed and predicted range of a population of bats.	N; approximately 1,700 feet to the northwest of the Project Area	G4 (S2)
<b>BIRDS (excl. raptors)</b>			
BAND-TAILED PIGEON BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G4
BREWER SPARROW BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G5 (S4)
BROWN-CAPPED ROSY FINCH OVERALL RANGE:	Area which encompasses all known seasonal activity areas within the observed range of a Brown-capped rosy finch population.	Y	G4 (S3)
GRAY VIREO BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G5 (S2)
JUNIPER TITMOUSE BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G5 (S4)
LAZULI BUNTING BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G5
LEWIS'S WOODPECKER BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G4

CPW SAM Layer	Definition	Mapped within the Project Area (Y=Yes, N=No)	<sup>1</sup> Abundance
OLIVE-SIDED FLYCATCHER BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G4 (S3)
PINYON JAY BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G3
RUFIOUS HUMMINGBIRD MIGRATION RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found while seasonally moving between their winter range and their breeding range.	Y	G4 (SNR)
VEERY BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G5 (S3)
VIRGINIA'S WARBLER BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G5
<b>BLACK BEAR</b>			
OVERALL RANGE:	The area which encompasses all known seasonal activity areas within the observed range of a population of black bear.	Y	G5
HUMAN CONFLICT AREA:	That portion of the overall range where two or more confirmed black bear complaints per season were received which resulted in CPW investigation, damage to persons or property (cabins, tents, vehicles, etc.), and/or the removal of the problem bear(s). This does not include damage caused by bears to livestock.	Y	
FALL CONCENTRATION:	That portion of the overall range occupied from August 15 until September 30 for the purpose of ingesting large quantities of mast and berries to establish fat reserves for the winter hibernation period.	N; approximately 2,000 feet to the northwest of the Project Area	

CPW SAM Layer	Definition	Mapped within the Project Area (Y=Yes, N=No)	<sup>1</sup> Abundance
<b>DWARF SHREW</b>			
OVERALL RANGE:	An area which encompasses the probable range of Dwarf Shrew in Colorado. Dwarf Shrew is primarily associated with mountain habitats, mostly reported in rocky habitats in the alpine tundra and subalpine coniferous forests but also found in dry brushy slopes in Colorado around 1,670 m.	Y	G4 (S2)
<b>ELK</b>			
OVERALL RANGE:	The area which encompasses all known seasonal activity areas within the observed range of an elk population.	Y	G5
SUMMER RANGE:	That part of the range of a species where 90% of the individuals are located between spring green-up and the first heavy snowfall, or during a site-specific period of summer as defined for each Data Analysis Unit. Summer range is not necessarily exclusive of winter range; in some areas winter range and summer range may overlap.	Y	
WINTER RANGE:	That part of the overall range of a species where 90 percent of the individuals are located during the average five winters out of ten from the first heavy snowfall to spring green-up, or during a site-specific period of winter as defined for each DAU. Winter range is not delineated for elk on the Eastern Plains.	Y	
WINTER CONCENTRATION AREA:	That part of the winter range of elk where densities are at least 200% greater than the surrounding winter range density during the average five winters out of ten from the first heavy snowfall to spring green-up, or during a site specific period of winter as defined for each Data Analysis Unit.	N; approximately 1,900 feet to the southeast of the Project Area	
SEVERE WINTER RANGE:	That part of the range of a species where 90 percent of the individuals are located when the annual snowpack is at its maximum and/or temperatures are at a minimum in the two worst winters out of ten. The winter of 1983-84 is a good example of a severe winter.	Y; the far southwest corner overlaps, and range adjoins south of the Project Area	
<b>LYNX</b>			
LYNX POTENTIAL HABITAT	Areas having the highest potential of lynx occurrences in the state. These areas usually contain positive, probable, or possible reports. This information was derived from modeling potential lynx habitat.	Y	G5 (S1)

CPW SAM Layer	Definition	Mapped within the Project Area (Y=Yes, N=No)	<sup>1</sup> Abundance
<b>RAPTOR (excl. Bald Eagle)</b>			
GOLDEN EAGLE BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G5 (S3)
NORTHERN GOSHAWK BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	-
PRAIRIE FALCON BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G5 (S4)
NORTHERN HARRIER BREEDING RANGE:	The area which encompasses the geographic area in which a population of birds can typically be found breeding (the period of time during each year when a species reproduces - mates and has young) in Colorado.	Y	G5 (S3)
<b>MOOSE</b>			
SUMMER RANGE:	That part of the overall range where 90% of the individuals are located during the summer months. This summertime frame will be delineated with specific start/end dates for each moose population within the state (ex: May 1 to Sept 15). Summer range is not necessarily exclusive of winter range.	Y	G5 (SNA)
OVERALL RANGE:	The area which encompasses all known seasonal activity areas within the observed range of a population of moose.	Y	

CPW SAM Layer	Definition	Mapped within the Project Area (Y=Yes, N=No)	<sup>1</sup> Abundance
<b>MOUNTAIN LION</b>			
OVERALL RANGE:	The area which encompasses all known seasonal activity areas within the observed range of a population of mountain lion.	Y	G5 (S4)
HUMAN CONFLICT AREA:	An area where a mountain lion has been involved in an incident (conflict with a human that may have serious results), an attack on a human, predation on domestic pets, or depredation on livestock held within close proximity to human habitation.	N; however, the conflict area surrounds the Project Area on north, west, and south sides	
<b>MULE DEER</b>			
SUMMER RANGE:	Part of the Overall Range where 90% of the individuals are located between spring green-up and the first heavy snowfall. Summer Range is not necessarily exclusive of Winter Range; in some areas Winter Range and Summer Range may overlap.	Y	G5 (S4)
WINTER RANGE:	That part of the overall range where 90 percent of the individuals are located during the average five winters out of ten from the first heavy snowfall to spring green-up, or during a site specific period of winter as defined for each DAU. Winter range is only delineated for migratory populations.	Y	
SEVERE WINTER RANGE:	That part of the overall range where 90% of the individuals are located when the annual snow pack is at its maximum and/or temperatures are at a minimum in the two worst winters out of ten.	N; located approximately 350 feet southeast of the Project Area	
WINTER CONCENTRATION AREA:	That part of the winter range where densities are at least 200% greater than the surrounding winter range density during the same period used to define winter range in the average five winters out of ten.	N; located approximately 350 feet south and southeast of the Project Area	
CONCENTRATION AREA	That part of the overall range where higher quality habitat supports significantly higher densities than surrounding areas. These areas are typically occupied year-round and are not necessarily associated with a specific season. Includes rough break country, riparian areas, small drainages, and large areas of irrigated cropland.	N; located approximately 1,600 feet northeast of the Project Area	

CPW SAM Layer	Definition	Mapped within the Project Area (Y=Yes, N=No)	<sup>1</sup> Abundance
RESIDENT POPULATION AREA	An area that provides year-round range for a population of mule deer. The resident mule deer use all of the area all year; it cannot be subdivided into seasonal ranges although it may be included within the overall range of the larger population.	N; located approximately 1,700 feet northwest of the Project Area	
MIGRATION CORRIDOR	A specific mappable site through which large numbers of animals migrate and loss of which would change migration routes.	N; located approximately 1,700 feet northwest of the Project Area	
OVERALL RANGE:	Area which encompasses all known seasonal activity areas within the observed range of a mule deer population.	Y	
<b>REPTILES</b>			
BULLSNAKE OVERALL RANGE:	Area which encompasses all known seasonal activity areas within the observed range of a bullsnake population.	Y	-
TERRESTRIAL GARTERSNAKE OVERALL RANGE:	Area which encompasses all known seasonal activity areas within the observed range of a terrestrial gartersnake population.	Y	G5
<b>RIVER OTTER</b>			
WINTER RANGE:	Areas used by otters during the period when ice cover is prevalent. Will normally, but not necessarily, be smaller than overall range.	Y; along the southern boundary of the Eagle River	G5 (S3)
OVERALL RANGE	An area which encompasses all mapped seasonal activity areas within the observed range of a population of river otters.	Y; along the southern boundary of the Eagle River	G5 (S3)
<b>SNOWSHOE HARE</b>			
OVERALL RANGE:	An area which encompasses the probable range of Snowshoe Hare in Colorado. Snowshoe Hare is primarily associated with dense understory vegetation that provides both browse and cover in mature Engelmann spruce ( <i>Picea engelmanni</i> )–subalpine fir ( <i>Abies lasiocarpa</i> ), and early seral lodgepole pine ( <i>Pinus contorta</i> ).	Y	G5

CPW SAM Layer	Definition	Mapped within the Project Area (Y=Yes, N=No)	<sup>1</sup> Abundance
<b>SOUTHERN RED-BACKED VOLE</b>			
OVERALL RANGE	An area which encompasses the probable range of Southern Red-backed Vole in Colorado. Southern Red-backed Vole is primarily associated with moist and well-developed coniferous forests. They are most abundant in lodgepole pine ( <i>Pinus contorta</i> ) stands, usually between 8,000 and 11,000 feet.	Y	G5
<b>WHITE-TAILED JACKRABBIT</b>			
OVERALL RANGE:	An area which encompasses the probable range of White-tailed Jackrabbit in Colorado. White-tailed Jackrabbit is primarily associated with grasslands, green pastures, and forests at high altitudes.	Y	G5 (S4)
<b>WILD TURKEY</b>			
WINTER RANGE:	That part of the overall range where 90% of the individuals are located from November 1 to April 1 during the average five winters out of ten.	N; located approximately 1,500 feet northwest of the Project Area	G5
OVERALL RANGE:	Area which encompasses all known seasonal activity areas within the observed range of a wild turkey population.	N; located approximately 200 feet southeast and 1,500 feet north of the Project Area	
PRODUCTION AREA:	Those area(s) that are used by turkeys for nesting during the period from March 15 to August 15. Human activity should be restricted in these areas during this period.	N, located approximately 1,500 feet northwest of the Project Area	

Source: CPW 2025a, 2025b; NatureServe 2025

<sup>1</sup>Natureserve Conservation Status Rankings: GX = Presumed Extinct, GH = Possibly Extinct; G = Global Ranking, S = State Ranking; 1 = Critically Imperiled, 2 = Imperiled, 3 = Vulnerable, 4 = Apparently Secure, 5 = Secure, SNR= No Status Rank, SNA=Exotic

Primary CPW SAM wildlife habitat considerations include an active bald eagle (*Haliaeetus leucocephalus*) nest, golden eagle (*Aquila chrysaetos*) and non-eagle raptor breeding ranges, river otter (*Lontra canadensis*), lynx (*Lynx canadensis*) potential habitat, elk (*Cervus canadensis nelsoni*) severe winter range, and black bear (*Ursus americanus*) human conflict area. The mapped bald eagle nest site, and golden eagle, northern goshawk (*Accipiter gentilis*), northern harrier (*Circus hudsonius*), and prairie falcon (*Falco mexicanus*) breeding ranges are addressed in **Section 3.3** and **Section 4.3**. The black bear and mountain lion human conflict areas, elk and mule deer severe winter range are discussed in **Section 4.2**. Additional

species and habitat ranges (e.g., bats, migratory songbirds, small mammals, reptiles) are also mapped in the CPW SAM dataset; however, these are not considered primary management drivers for the Project Area.

### 3.3 Migratory Bird Treaty Act

Migratory birds are protected under the Migratory Bird Treaty Act ([MBTA]; 16 U.S.C. 730-712). Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act ([BGEPA]; 16 U.S.C. 668-668c). These federal regulations make it illegal for anyone to take, possess, import, export, transport, sell, purchase barter, or offer for sale, purchase, or barter any migratory bird, bald or golden eagle, or the parts, nests, or eggs of such a bird except under the terms of a valid permit issued pursuant to federal regulations.

Within the Project Area, the riparian vegetation contains a mature overstory of cottonwood trees and shrubs that provide potential habitat for migratory birds. Migratory birds likely utilize the Project Area primarily for foraging and breeding; their active nests are protected under the MBTA.

As summarized previously in **Section 3.2**, the CPW SAM (CPW 2025a) mapping depicts golden eagle, northern goshawk, prairie falcon, and northern harrier breeding ranges across the entire Project Area. No individuals were observed within Project Area. However, one unoccupied non-eagle raptor nest was observed within the top canopy of a large spruce (*Picea* sp.) on the bank of the Eagle River along the southern boundary of the Project Area.

Within the Project Area, an active bald eagle nest (CPW-documented Nest 09458A) was observed in one of the mature cottonwood trees along the banks of the Eagle River; this nest is the same nest that was identified using CPW SAM desktop data. The USFWS has regulatory authority under the BGEPA to permit “take” of bald eagles. An Eagle Disturbance Take General Permit for Nest 09458A was issued by the USFWS (Permit Number- PER23023565; **Appendix D**). Under this permit, it is authorized to disturb bald eagles at this nest location as a result of building construction and maintenance, alterations of water bodies, alteration of vegetation, prescribed burn operations, recreation, and loud intermittent noises when there is no practicable alternative to avoiding or minimizing the disturbance. This permit expires August 31, 2026, but can be renewed on a yearly basis throughout the construction phase of the project.

### 3.4 Federal and State Threatened and Endangered Species

The Endangered Species Act (ESA) of 1973 was enacted by the United States to conserve endangered and threatened species and the ecosystems that they depend on. Under the ESA, species may be listed as either “endangered” or “threatened”; both designations are protected by law. The ESA is administered by USFWS. The USFWS has developed project specific species lists, available online by request, identifying threatened, endangered, proposed, and candidate species, and designated critical habitat protected under the ESA that may occur within the boundary of the proposed project and/or may be affected by the proposed project (USFWS 2025b; [Project Code: 2025-0142943; **Appendix C**]).

Species identified as state threatened or endangered are protected by CPW under Colorado Revised Statute Title 33-2-105. State regulations prohibit “any person to take, possess, transport, export, process,

sell or offer for sale, or ship and for any common or contract carrier to knowingly transport or receive for shipment” any species or subspecies listed as state endangered or threatened. CPW also has identified State Species of Special Concern, which are species or subspecies of native wildlife that are currently vulnerable in their Colorado range and have the potential to become threatened or endangered. Species of Special Concern are not protected under state regulations but the ‘take’ of individuals and disturbance of their habitat is strongly discouraged.

Using the USFWS Information, Planning, and Conservation System (IPaC) and CPW species lists, federal and state listed threatened and endangered species were screened for their potential to occur within the Project Area. Although the IPaC also identifies proposed and candidate species that may occur within the Project Area, these species are not afforded protection under the ESA and therefore, are not evaluated. Furthermore, state listed species that also have a federal status (threatened or endangered), and that were not identified by the IPaC, are not discussed below. **Table 4** contains a list of species identified on the IPaC, as well as state-listed species that occur within the vicinity of the Project Area, along with their status, preferred habitat, and potential for occurrence within the Project Area. No critical habitat is present within the vicinity of the Project Area.

**Table 4. Summary of Federal Species That May Occur in the Project Area and State Listed Species That May Occur in Eagle County**

Common Name	Scientific Name	<sup>1</sup> Status	Habitat	Potential to Occur in Project Area
AMPHIBIANS				
Boreal Toad	<i>Bufo boreas</i>	SE	Pond margins, willow karrs, wet meadows and riparian areas. Between 8,000 and 11,000 feet in elevation. Requires shallow, open water for breeding. Overall range is within Eagle County but does not overlap the Project Area.	No Potential to Occur
BIRDS				
Mexican spotted owl	<i>Strix occidentalis lucida</i>	FT, ST	Old growth or mature forests that possess complex structural components. Canyons with riparian or conifer communities. Rock walls with caves, ledges, and other areas provide protected nest and roost sites. No suitable habitat is present with the Project Area	No Potential to Occur
Yellow-billed cuckoo	<i>Coccyzus americanus</i>	FT	Require relatively large (>20 hectares), contiguous patches of multilayered riparian habitat for nesting. No suitable habitat is present with the Project Area	No Potential to Occur

Common Name	Scientific Name	<sup>1</sup> Status	Habitat	Potential to Occur in Project Area
FISH				
Bonytail	<i>Gila elegans</i>	FE, SE	Lives in large, fast-flowing waterways of the Colorado River Basin and restricted to Mesa and Moffat Counties. Hydrologic Unit Code (HUC) 12 presence does not overlap Eagle County.	No Potential to Occur
Colorado pikeminnow	<i>Ptychocheilus lucius</i>	FE, ST	Medium to large rivers. Current distribution in Colorado is restricted to the Upper Colorado River system and the Green River system. HUC 12 presence does not overlap Eagle County.	No Potential to Occur
Humpback chub	<i>Gila cypha</i>	FE, ST	Associated with a variety of habitats ranging from pools with turbulent to little or no current, substrates of silt, sand, boulder, or bedrock. In Colorado, the humpback chub has been found in the Yampa, Gunnison, Green, and Colorado rivers. HUC 12 presence does not overlap Eagle County.	No Potential to Occur
Razorback sucker	<i>Xyrauchen texanus</i>	FE, SE	Large river species not found in smaller tributaries and headwater streams. Found in water from 4-10 feet in depth, adults are associated with areas of strong current and backwaters. HUC 12 presence does not overlap Eagle County.	No Potential to Occur
MAMMALS				
Gray wolf	<i>Canis lupus</i>	EXPN; SE	Habitat generalists. CPW mapping has indicated wolf activity through watersheds within Eagle County.	Low Potential to Occur
Canada lynx	<i>Lynx canadensis</i>	FT, SE	Large contiguous areas of subalpine forests; areas that receive deep snow and have high-density populations of snowshoe hares. CPW SAM data depicts potential habitat within the Project Area, however, no suitable habitat is present.	No Potential to Occur
River Otter	<i>Lontra canadensis</i>	ST	Riparian habitats. Mapped range is within the Project Area along the Eagle River.	High Potential to Occur
Wolverine	<i>Gulo gulo</i>	SE	High alpine habitats. There is currently no known population of wolverines within Colorado, however, CPW has mapped potential habitat for future reintroduction efforts within Eagle County.	No Potential to Occur

Common Name	Scientific Name	<sup>1</sup> Status	Habitat	Potential to Occur in Project Area
PLANTS				
Ute Ladies'-tresses	<i>Spiranthes diluvialis</i>	FT	Typically found on alluvial banks, point bars, floodplains associated with perennial streams, seasonally flooded river terraces, subirrigated or spring fed stream channels, and lakeshores. USFWS current range data does not overlap the Project Area.	No Potential to Occur

Source: USFWS 2025b, 2025c; CPW 2025a, 2025c, 2025d

<sup>1</sup>Status: FT=Federally Threatened; FE=Federally Endangered; EXPN=Experimental Population, Non-Essential; ST=State Threatened; SE=State Endangered

Based on habitat requirements and CPW range maps, there is one species, river otter, that has a high potential to occur, and one species, gray wolf (*Canis lupus*), with low potential to occur in the Project Area. Furthermore, one species, Canada lynx, has potential habitat mapped within the Project Area (CPW 2025a). However, after reviewing this species habitat requirements, it has been determined that lynx are not likely to occur within the Project Area due to the lack of contiguous areas of dense subalpine forest in the vicinity.

## 4.0 Potential Impacts

### 4.1 Impacts on Habitat and General Wildlife Use

The Project Area was evaluated for potential impacts from the proposed residential development on general wildlife use and vegetation communities. The maximum extent of disturbance was developed with consideration to required setbacks and operational needs.

**Table 5** presents the disturbances to land use classes and vegetation cover types within the proposed Project Area. **Figure 3** below identifies the proposed direct disturbance to land use class and vegetation cover types for the proposed project.

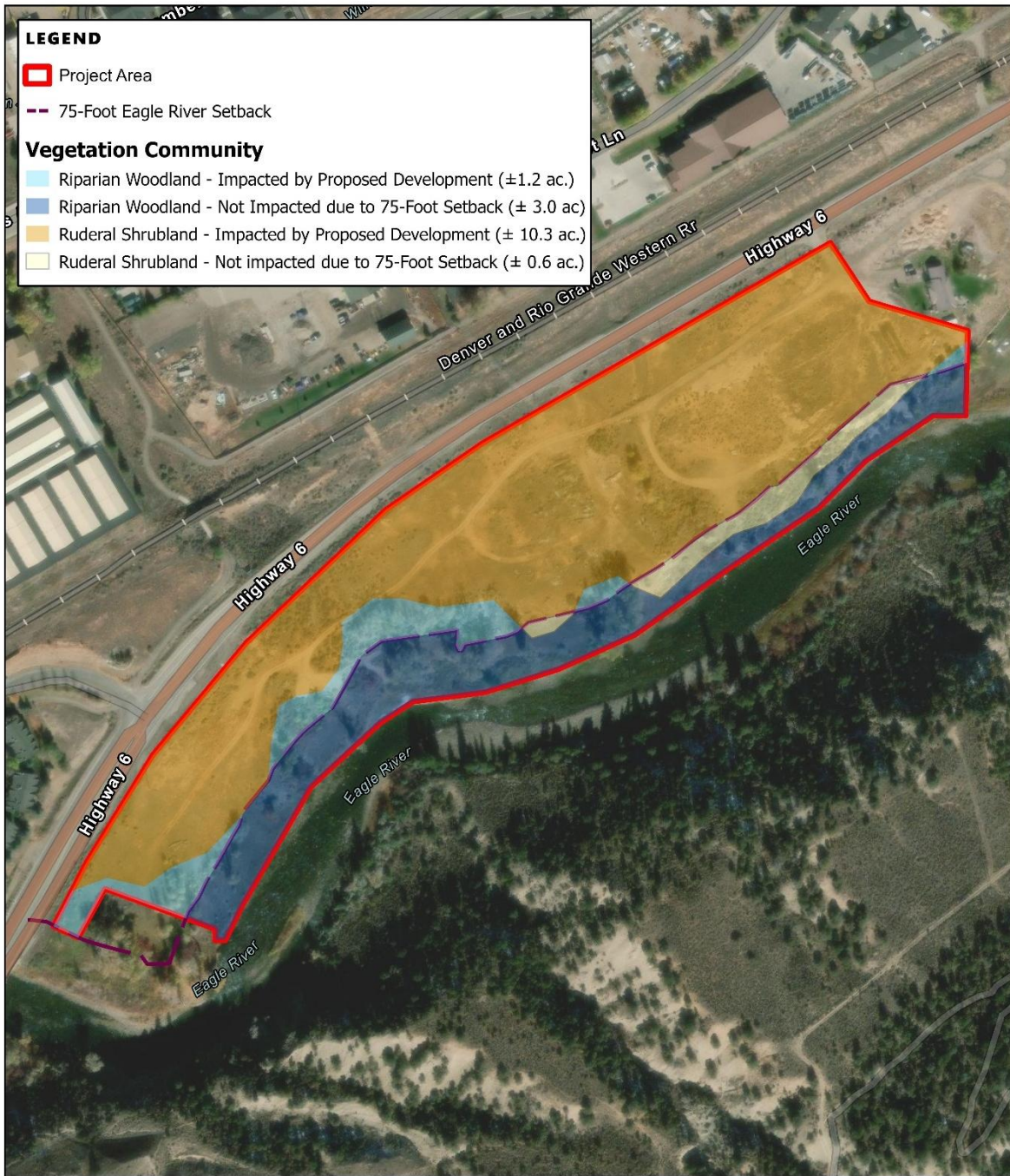
**Table 5. Impacts to Land Use Class and Vegetation Cover Type Within the Project Area Based on the Development Plan**


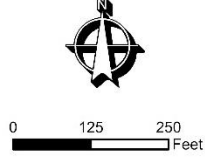
Land Use Classes and Vegetation Cover Type Disturbance	Area (ac)
Ruderal Shrubland	10.3
Riparian Woodland	1.2
<b>Total Direct Impact</b>	<b>11.5</b>

As with any planned development project, potential disturbances from construction, natural habitat loss and increased human activity can result in increased human-wildlife conflicts, increased mortality, habitat fragmentation, dispersion of wildlife populations and adjustments in wildlife patterns. The direct loss of habitat (vegetation removal) through the conversion of land from open space to a residential development represents the greatest impact of the proposed project. However, most of the existing ruderal shrubland habitat in the Project Area is generally considered degraded due to historical land use (i.e., gravel mining). The riparian area along the southern boundary of the Project Area, which provides high quality habitat for various species, will largely remain undisturbed due to the 75-foot riparian setback from the Eagle River. The degraded areas within the riparian habitat will also be enhanced through invasive vegetation management and restoration efforts.

The proposed project may have indirect impacts on wildlife use. Increased noise, lighting, human activity, and general heavy construction operations during construction will result in localized dispersion and avoidance of use in the immediate vicinity of the Project Area.

- Disturbance to wildlife is inevitable with any proposed residential development activity, especially in the mountainous areas of Colorado and Eagle County. Impacts on wildlife use from the proposed project would include direct disturbance of 11.5 acres of potential habitat within the Project Area, and temporary localized displacement associated with additional noise and lighting from the proposed project. This localized loss of habitat is not likely to threaten the overall health and viability of any species.
- The majority of the disturbance will occur within the ruderal shrubland community, which is dominated by herbaceous non-native understory. This vegetation community has been degraded by previous land use activities. The low ecological value of this community limits the overall impact on existing wildlife habitat.
- Section 4.14.040.C.1 of the Town Code generally requires all development to maintain a minimum setback of 100 feet or greater from any identified critical wildlife habitat area or migration corridor, subject to approval by CPW. However, Town staff notes that the WCP takes precedence in defining the appropriate buffer based on the specific context of the project. Email correspondence with the Town Planner, Kyle Brotherton, dated July 9, 2025, confirmed that the Town of Eagle will not enforce a 100-foot buffer around the bald eagle nest (Nest 09458A) within the Project Area, and will defer to federal regulations regarding bald eagles, as it was not identified as “critical wildlife habitat area” by CPW in a comment letter dated May 1, 2025. Furthermore, a review of CPW SAM and HPH data indicates that no mapped critical habitat or migration corridors, as specified within *CPW Recommendations to Avoid and Minimize Impacts to Wildlife from Land Use Development in Colorado*, occur within 100 feet of the Project Area (CPW 2023, 2024a, 2025a). However, four other HPH layers overlap the Project Area that are not categorized as critical wildlife habitat or migration corridors (**Appendix B**); therefore, these habitats are not subject to the 100-foot buffer required in the Town Code Section 4.14.040.C.1 (CPW 2024a). Accordingly, the project design incorporates a 75-foot riparian setback, consistent with Town Code Section 4.14.050(C) and providing substantial protection for riparian habitat and wildlife resources.



<p>Prepared By:</p>  <p>2820 Wilderness Place, Suite A Boulder, CO 80301 (303) 679-4820</p> <p>ERC #: 200-2513</p>	<p><b>FIGURE 3 IMPACT MAP</b></p> <p><b>RED MOUNTAIN RANCH EAGLE COUNTY, COLORADO</b></p>	 <p>0 125 250 Feet</p>
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## 4.2 Impacts on Colorado Parks and Wildlife (CPW) Species Activity Mapping (SAM)

Based on CPW SAM, multiple wildlife species and habitat ranges overlap the Project Area. These include elk, black bear, river otter, migratory birds and raptors, as well as broader overall ranges for bats, small mammals, and reptiles (**Appendix B**). Of these, only elk severe winter range is designated by CPW as HPH (CPW 2024a, 2025a). The Project Area also overlaps a mapped black bear human conflict area. River otter is addressed in **Section 4.4**, and migratory birds and raptors are addressed in **Section 4.3**. Other CPW-mapped species and habitat ranges (e.g., bats, small mammals, reptiles) represent broad overall ranges rather than site-specific habitat and do not carry high-priority status; therefore, they are not considered to represent significant impacts for this project.

The identified habitat ranges for elk and black bear designate very large regional territories utilized by each of these species. The Project Area represents only a de minimis portion of these species' regional habitat ranges (**Appendix B**). Furthermore, setback areas were considered when determining acreage of direct disturbance to these habitats, which lessens the amount of habitat that is anticipated to be disturbed. Therefore, residential development activities within the Project Area are not expected to negatively impact individuals or populations of wildlife of these species.

The CPW SAM mapping in the Project Area are further described below:

- Elk Severe Winter Range - That part of the range of a species where 90 percent of the individuals are located when the annual snowpack is at its maximum and/or temperatures are at a minimum in the two worst winters out of ten.
  - The Project Area overlaps a small area (approximately 0.07 acre) of mapped severe winter range, and this overlap lies entirely within the 75-foot riparian setback where development will not occur. To the north, the landscape is fragmented with existing commercial development, and this area is not mapped as severe winter range. The Project Area lies at the northern margin of the mapped habitat. Within the Town of Eagle to the southeast, portions of the severe winter range have already been urbanized, although undeveloped habitat remains in the broader landscape. Accordingly, the proposed project will not directly impact the functional portions of severe winter range, and the riparian setback will provide an additional buffer between the development and the adjacent mapped habitat.
- Black Bear Human Conflict Area - That portion of the overall range where two or more confirmed black bear complaints per season were received which resulted in CPW investigation, damage to persons or property (cabins, tents, vehicles, etc.), and/or the removal of the problem bear(s).
  - The Project Area overlaps 11.7 acres of human conflict area, but the proposed project will result in disturbance of 10.58 acres of mapped black bear human conflict area when taking into account the 75-foot riparian setback. This amount of area is considered de minimis in the context of the county and state-wide mapped black bear human conflict areas. This block of mapped black bear human conflict area extends in all directions, to include the Town of Eagle and nearly the entire town of Gypsum. Residents should be advised to follow the guidelines provided by CPW Living with Bears (CPW 2024b).

### 4.3 Impacts Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act

Non-eagle migratory birds may utilize the Project Area; however, they are not anticipated to be impacted. A migratory bird nest survey should be conducted within the Project Area prior to earth disturbance during the active nesting season, between April 1 and August 31. Additionally, a nest survey should be conducted within a ½ mile buffer of the Project Area during the active raptor nesting season (February 1 and September 15) and eagle nesting season (December 1 through July 31) to verify the presence/absence of additional raptor and eagle nest sites prior to earth disturbance or vegetation removal.

- The CPW SAM identifies the overall range for several non-raptor migratory birds within the Project Area (**Appendix B**). Non-raptor migratory birds are not likely to be adversely impacted as a result of the project. The Project Area contains only a very small portion of these species' broad overall ranges, and the habitats present on-site are already fragmented and disturbed, further limiting the likelihood of significant impacts.
- One raptor nest was observed within the Project Area. During the site visit, the nest was unoccupied; therefore, the species utilizing the nest could not be confirmed.
- The project is anticipated to disturb an active bald eagle nest, CPW-documented Nest 09458A. Under the BGEPA, eagles are protected from disturbance and other activities that may result in a "take"; however, USFWS issues general permits that allow the incidental take of bald eagles for eligible activities when certain general conditions are met. The project activity, inclusive of building construction within 660 feet of a bald eagle nest, qualified for an Eagle Disturbance General Take Permit in accordance with Title 50 Code of Federal Regulations 22.280. The permit authorization is accompanied by General Permit Standard conditions, specifying avoidance and minimizations measures that must be implemented to the extent practicable. Under this permit, incidental take of bald eagles by disturbance is authorized at this nest location as a result of building construction and maintenance, alterations of water bodies, alteration of vegetation, prescribed burn operations, recreation, and loud intermittent noises when there is no practicable alternative to avoiding or minimizing the disturbance. The permit (Permit Number- PER23023565) was issued by USFWS on 8/27/2025 and is effective 9/1/2025 through 8/31/2026, with the ability to renew yearly throughout the construction phase of the project. The following list provides examples of avoidance and mitigation measures for the bald eagle nest, and is not intended to be an exhaustive list of the measures that will be implemented for the Project:
  - Preserving healthy, mature trees (i.e., potential nest sites) within the Project Area, as well as preserving the root integrity of the nest tree by avoiding ground disturbance activities within 50 feet of the nest tree.
  - Construction within 660 feet of the nest will be avoided within the first three months of the breeding season (December-February) to the extent practicable. If construction cannot be avoided during the breeding season, construction within 660 feet of the nest will be initiated as late in the breeding season as possible and will begin at the furthest possible distance and will progress gradually towards the nesting tree.

- During the breeding season, exterior construction within 660 feet will be avoided during the first two hours after sunrise and during the two hours before and after sunset to the extent practicable.

Refer to **Appendix D** for a complete list of General Conditions required under the issued permit (Permit Number PER23023565).

#### 4.4 Impacts Federal and State Threatened and Endangered Species

Two (2) federal or state listed threatened and endangered species were identified as having the potential to occur within the Project Area. Gray wolves were identified as having low potential to occur, while river otters have a high potential to occur. A brief explanation is provided as to the species' habitat requirements, potential occurrence within the Project Area, and potential impacts to the species or their habitats from the proposed development.

- **Gray Wolf** – Gray wolves are federally listed as an experimental population, non-essential, as well as state endangered. For the purposes of federal consultation, non-essential experimental populations are treated as a proposed species on private land (USFWS 2025b). Gray wolves are habitat generalists and are primarily found in areas with a sufficient prey base such as elk or deer populations (CPW 2025d). In January 2025, CPW's wolf reintroduction efforts led to the release of wolves in Eagle County. CPW 2025 Collared Gray Wolf Activity Maps show that wolves have been recorded in the majority of watersheds within Eagle County (CPW 2025d). While the Project Area is in an urbanized area, it's bound by mostly undeveloped federally owned lands to the south and the north. Wolves generally avoid humans and urban areas, so while the Project Area may not contain suitable habitat and the proposed development will not have an adverse impact on this species or its habitat, wolves may pass through the area in search of prey, resulting in a low potential of occurrence.
- **River Otter** – The river otter is a state threatened species. Otters use riparian habitats along perennial streams and typically live in bank dens that have been abandoned by beavers (CPW 2025e). CPW SAM identifies the Eagle River and adjacent riparian areas as overall and winter range (CPW 2025b). However, due to the 75-foot riparian setback, the majority of the riparian area will not be disturbed. Moreover, enhancements to the riparian area through vegetation management will improve habitat quality; therefore, project development is not likely to adversely impact the river otter's habitat.

#### 4.5 Cumulative Impacts

The cumulative project impacts to both the Project Area and within Eagle County have been assessed to consider the elimination, reduction, or fragmentation to the degree that the viability of an individual species or the diversity of species within Eagle County is reduced. The surrounding areas to the north and west have previously been developed. Although incremental impacts to wildlife habitat and species have accumulated over time throughout the Town of Eagle, the location of this project would not significantly impact the overall quality or health of wildlife habitat within the Project Area or Eagle County. The Project Area is contiguous with the existing developments along US-6 to the north and the existing developments to the west.

## 4.6 CPW Review

Matt Yamashita, Area Wildlife Manager for CPW has provided comments on the proposed development plan on May 1, 2025. Comments regarding planning area 1, the current proposed development, included the recommendations below.

- Provide public fishing access in the proposed development and permit fishing on the north side of the Eagle River in associated open spaces included in the development plan.
- For the active bald eagle nest, CPW's recommendations are consistent with the *Recommended Buffer Zones and Seasonal Restrictions for Raptors*, including no surface occupancy and no ground disturbance year-round within 0.25 mile of an active nest. No permitted or authorized human activities within 0.5 mile of an active nest from December 1-July 31.
- A Bureau of Land Management Special Recreation Management Area is located to the south of the Project Area. CPW recommends not including trail based recreational connectivity to the south, which has the potential to increase fragmentation to critical winter range and disturbance to deer and elk. If connectivity is to occur, CPW recommends further consultation.
- Avoiding the construction of fences where practicable.
- Designating fenced dog parks and implementing a leash policy outside of the dog park to reduce potential for wildlife conflict.
- Properly provide signage and education to residents and visitors throughout the development on topics regarding disturbance to wildlife and human-wildlife conflict.

In summary, While CPW's seasonal restrictions and spatial buffers regarding the active bald eagle nest are more protective than USFWS eagle nest buffers, the USFWS has primary authority for the regulation of "take" for bald eagles. As discussed in **Section 4.3**, an Eagle Disturbance General Take Permit in accordance with Title 50 Code of Federal Regulations 22.280 was issued by USFWS on 8/27/2025 for the eagle nest within the proposed development (**Appendix D**). Other CPW recommendations, such as fencing considerations, are anticipated to be implemented and are discussed in **Section 5.0**. While the remaining CPW recommendations are not incorporated into this plan, they remain important considerations for long-term land use management and could be evaluated further during final design

## 5.0 Mitigation Measures and Recommendations

Specific to the Town of Eagle Land Use and Development Code Wildlife Habitat considerations, mitigation measures should be deployed for this development project in order to minimize potential wildlife disturbance to the extent practicable. The following provides a list of mitigation measures that have been implemented and a list of recommendations.

### **Mitigation Measures that have been implemented in the proposed project plan:**

1. **Buffers.** The Proposed development incorporated a 75-foot riparian setback in accordance with the Town Code to create a natural buffer and preserve habitat.

2. **Fencing.** Fencing will be restricted to use along the northern edge of the Project Area neighboring Highway 6, and around the perimeter of public gardens. If fencing is to be used within the Project Area, it will adhere to the CPW Wildlife-Friendly Fencing recommendations provided in *Fencing with Wildlife in Mind* (Hanophy 2009).
3. **Minimizing Nighttime Lighting.** Site lighting will meet the night sky requirements set forth in the Town of Eagle Code. All light sources shall be shielded so that light will not shine onto adjacent properties. Lighting will utilize the minimum illumination necessary for safety and will be directed downward, away from sensitive natural areas.
4. **Native Vegetation and Weed Control.** Site landscaping will prioritize native and water-wise vegetation from a pre-approved and recommended species list provided in the Concept Riparian Areas Management Plan (Birch Ecology, LLC 2025). Mature trees and stands of native vegetation will be preserved, and areas of degraded habitat and invasive or weedy vegetation will be controlled and restored.
5. **Trail Closure and Educational Signage.** The proposed Discovery Trail located within the 75-foot riparian setback, and within the vicinity of a bald eagle nest (Nest 09458A), will be closed to public use during the bald eagle nesting season (December 1-July 31). Signage will be posted at each terminus of the trail, notifying the public of seasonal trail closures. Additional educational signage will be posted at trail entry points, featuring information on wildlife and the riparian habitat along the Discovery Trail.
6. **Dedicated Open Space.** The Planned Unit Development (PUD) meets the Town of Eagle public open space dedication requirement (Town Code Section 4.08.040 C.1 [minimum 20%]), through the designation of three open space areas totaling approximately 20 acres (57% of Planning Area 1 of the PUD). The majority of the open space (approximately 15.4 acres) is located south of the Eagle River and will maintain its natural state.

**Recommendations:**

1. **Refuse.** Dumpsters and debris should be secured within wildlife safe containers to reduce the likelihood of bears, small mammals, birds, or other species that have adapted to live in and around urbanized environments from habituating themselves to unsafe food sources or increasing the probability of human-wildlife conflicts during construction. Only bear-resistant refuse disposal containers should be used for trash collection within the development post-construction.
2. **Education.** Construction employees and future residents should be educated on the sensitivity of wildlife harassment and best practice for preventing human-wildlife conflict in the area. The use of signs in and around the development and trails should present this education and should also state the need to keep residents and pets out of the riparian setback area.
3. **Domestic Animals.** Establish specific enforcement measures to control domestic animals and household pets including implementing Town of Eagle leash policies (Town Code), restrictions on

outdoor cats, and quiet hours to reduce disturbances to resting or nocturnal species from dogs barking.

- 4. Traffic Control.** Posted speed limits should be enforced, and acceleration/deceleration lanes or speed bumps should be installed at the development entrance to enhance safety. During construction operations, heavy equipment operators should be advised of potential wildlife hazards.

## 6.0 Enhancement and Restoration of Habitat

All areas temporarily disturbed during construction should be reseeded or replanted with native species or species on the Town of Eagle's approved landscaping list. The 75-foot riparian setback along the Eagle River will be maintained and will have disturbed areas restored.

## 7.0 Summary

ERC has completed this WCP on behalf of Griffin Development, LLC for the proposed Red Mountain Ranch residential development project to meet the requirements of the Town of Eagle Land Use and Development Code Chapter 4.14.040, Section E Wildlife Conservation Plan. As with any planned development project, disturbances from construction, habitat loss, and increased human activity can result in human-wildlife conflicts, increased mortality, habitat fragmentation, and shifts in wildlife use patterns. Overall, the proposed project is not anticipated to result in significant adverse effects on wildlife resources within the Project Area.

The primary exception is the presence of an active bald eagle nest within the Project Area. For this nest, Griffin Development, LLC has obtained a USFWS Eagle Disturbance General Take Permit (Permit No. PER23023565; **Appendix D**), which authorizes incidental disturbance provided that avoidance and minimization measures are implemented to the extent practicable. This permit allows construction to proceed within 660 feet of the nest when no reasonable alternatives exist. A key consideration is the difference between USFWS and CPW guidance: CPW's *Recommended Buffer Zones and Seasonal Restrictions for Raptors* (CPW 2020) are more conservative, advising year-round no-disturbance within 0.25 mile of an active nest and seasonal restrictions out to 0.5 mile. These two frameworks differ in the level of protection recommended: compliance with USFWS permit conditions satisfies federal requirements, while CPW's recommendations represent additional state-level best practices. While the project is legally authorized under USFWS, CPW's guidance reflects a more conservative approach that emphasizes additional protections at the state level. The USFWS take permit includes monitoring and reporting requirements, ensuring that eagle activity and potential disturbance are tracked throughout construction. Clear documentation of compliance with the USFWS permit and continued coordination with CPW will help manage this regulatory discrepancy and maintain transparency throughout project implementation.

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ECOLOGICAL RESOURCE CONSULTANTS, LLC

**Drafted by:**



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**Reviewed by:**



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## 8.0 References

Birch Ecology, LLC. 2025. *Concept Riparian Areas Management Plan*

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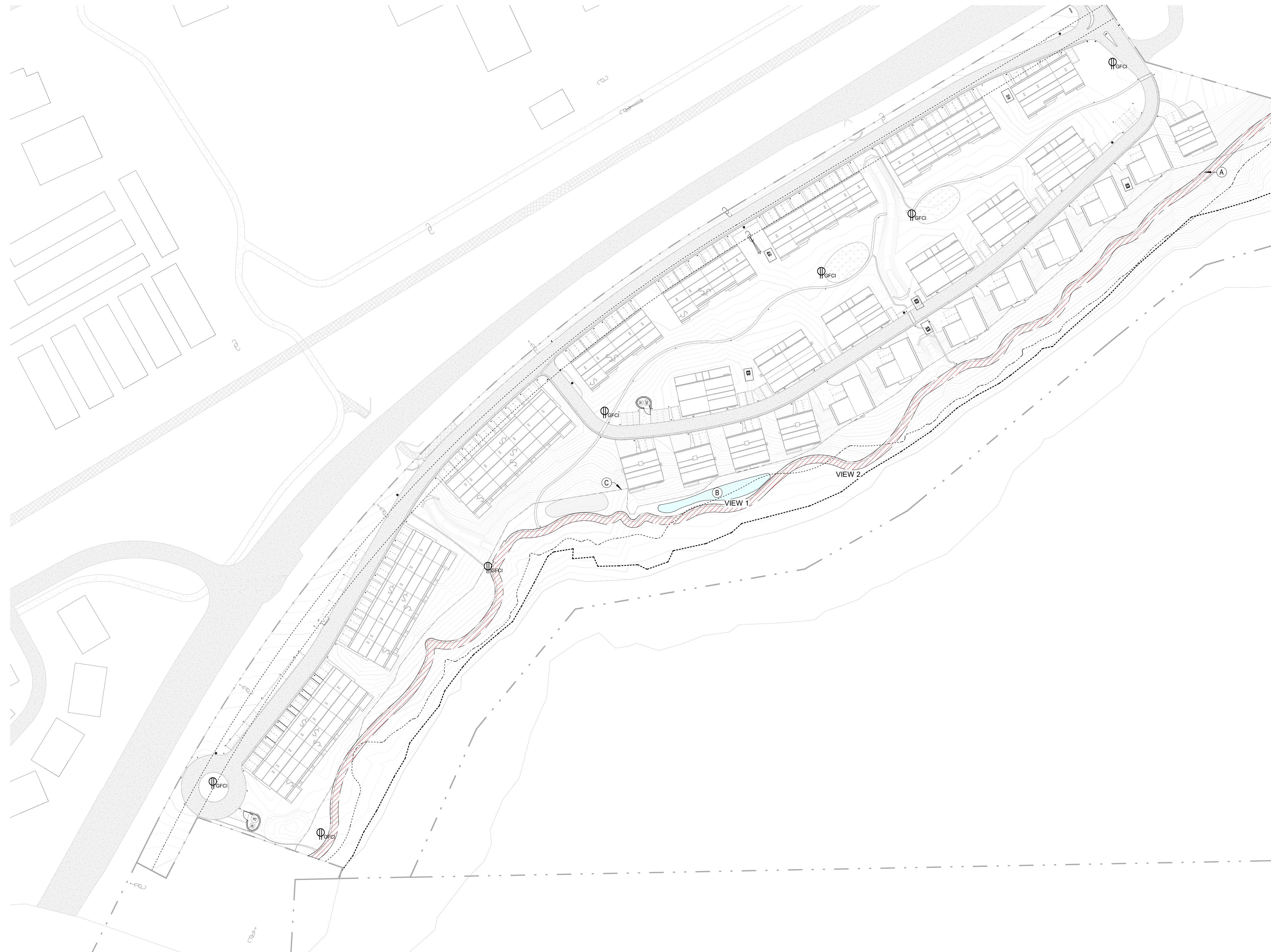
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# Appendix A

## Development Plan



**1 SITE PLAN**  
SCALE: 1" = 80'-0"

**SHEET NOTES**

- A DISCOVERY TRAIL SETBACK
- B POTENTIAL NEW LOCATION FOR SWALE
- C 75' STREAM SETBACK

**PROJECT:**  
**RED MOUNTAIN RANCH (SITE)**

**ADDRESS:**  
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**ARCHITECTURE:**  
**tres birds**

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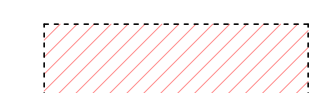
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**SUSTAINABILITY**  
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TESSA MCNAMARA  
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TESS.MCNAMARA@ARUP.COM

**ISSUANCE:**  
**COORDINATION**

**ISSUE DATE:**  
**09.04.2025**

**LINE TYPES**

-  PARCEL BOUNDARY
-  PROPERTY BOUNDARY  
SPECIFIC TO INDIVIDUAL UNITS
-  SETBACK
-  100 YEAR FLOOD PLAIN
-  AVERAGE HIGH WATER LINE
-  12' PUBLIC TRAIL EASEMENT

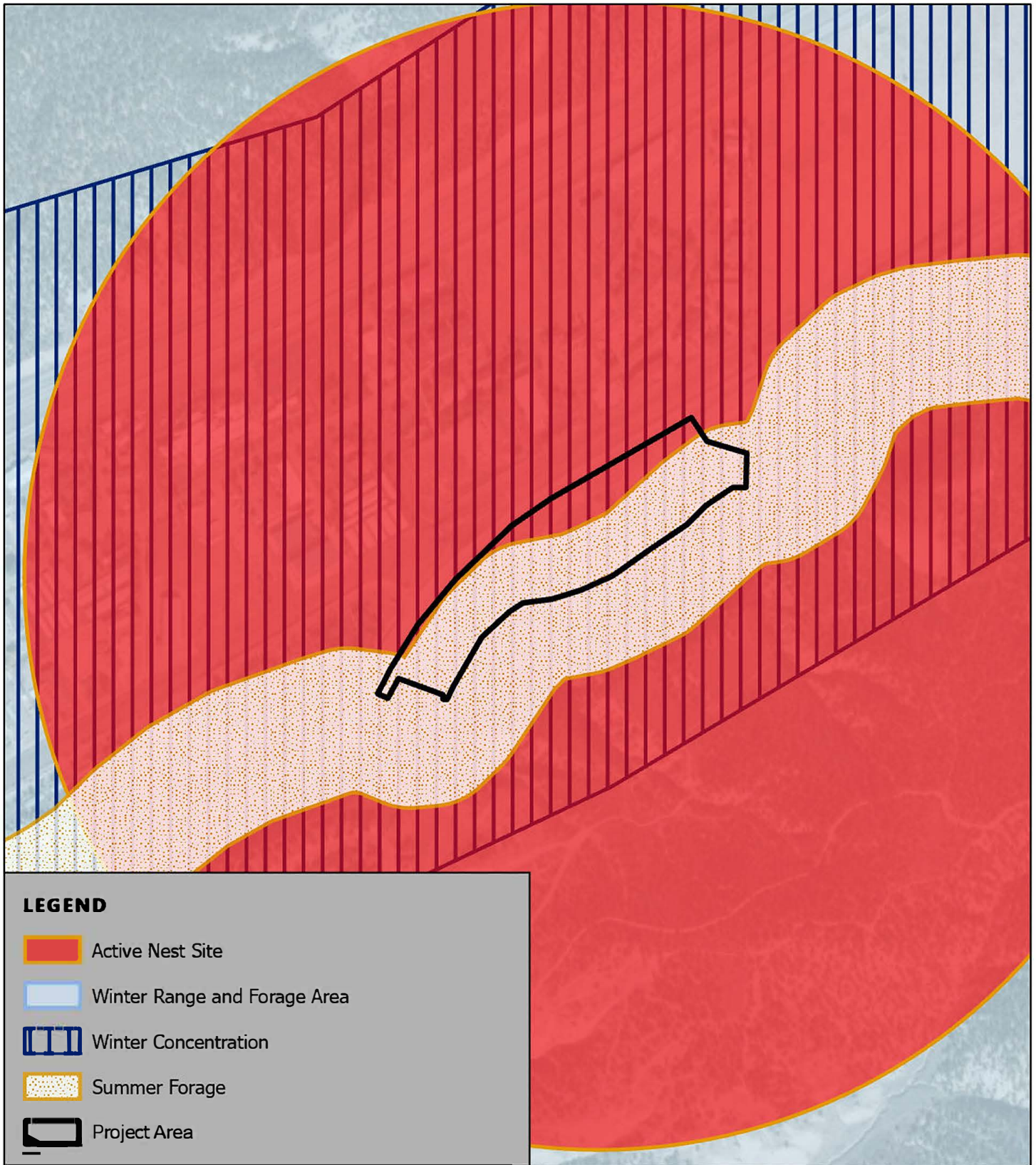
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**DRAWING SHEET TITLE:**  
**SITE PLAN**

**CRD-1.1**

## **Appendix B**

### **CPW SAM and HPH Wildlife Maps**



Prepared By:



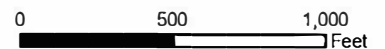
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 Boulder, CO 80301  
 (303) 679-4820

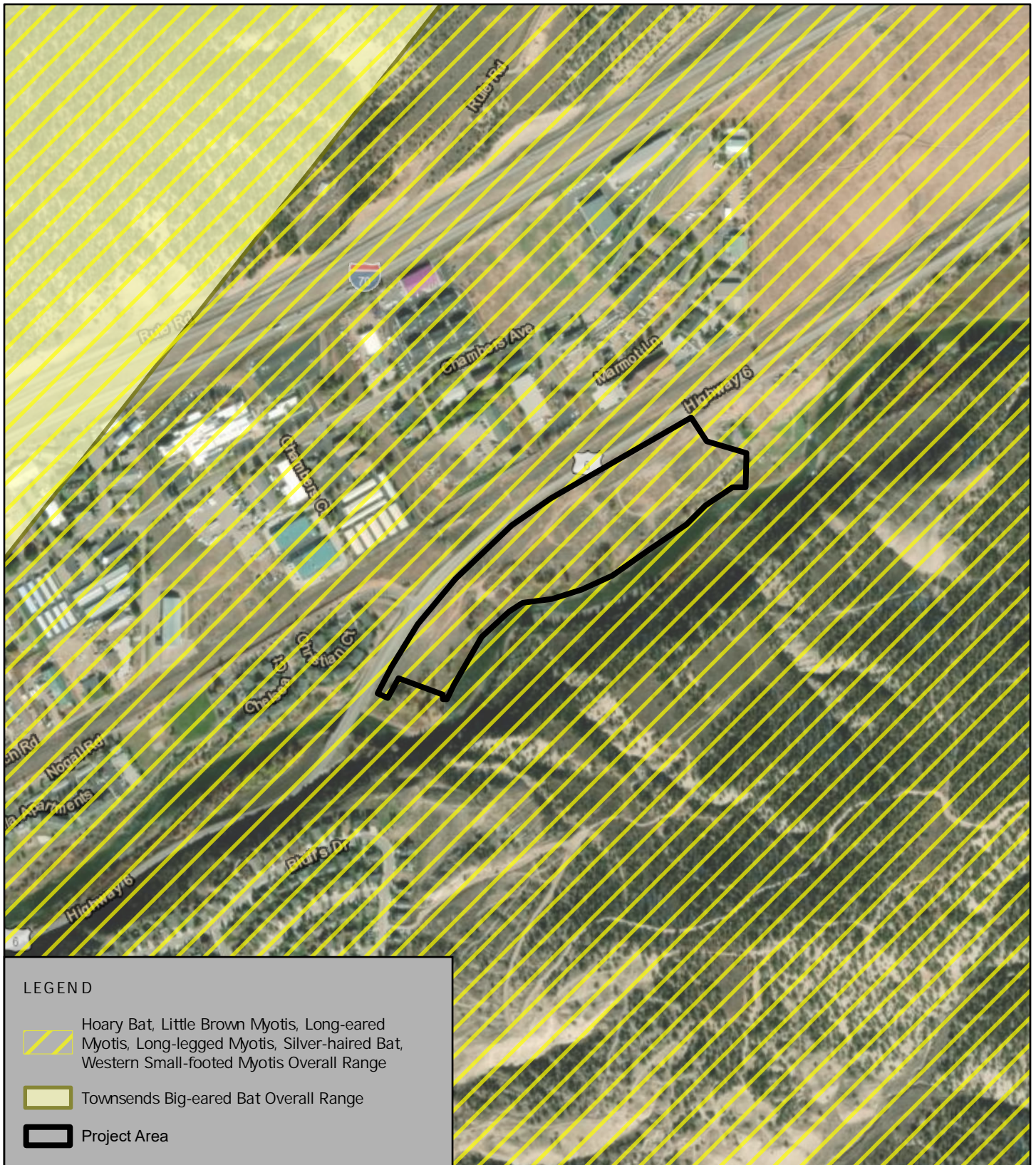
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**BALD EAGLE**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





Prepared By:



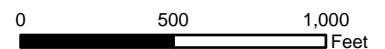
2820 Wilderness Place, Suite A  
 Boulder, CO 80301  
 (303) 679-4820

ERC #: 200-2513

## CPW SPECIES ACTIVITY MAPPING

### BATS

## RED MOUNTAIN RANCH EAGLE COUNTY, COLORADO





**LEGEND**

-  Lazuli Bunting, Band-tailed Pigeon, Lewis Woodpecker, Brewer Sparrow, Juniper Titmouse, Gray Vireo, Olive-sided Flycatcher, Pinyon Jay, Veery, Virginia Warbler Breeding Range
-  Rufous Hummingbird Migration Range
-  Brown-capped Rosy Finch Overall Range
-  Project Area

Prepared By:



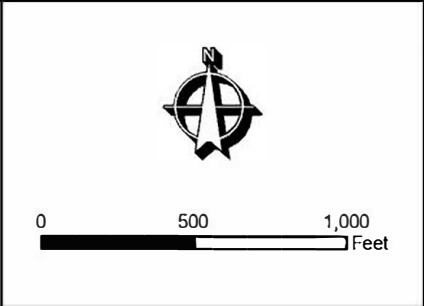
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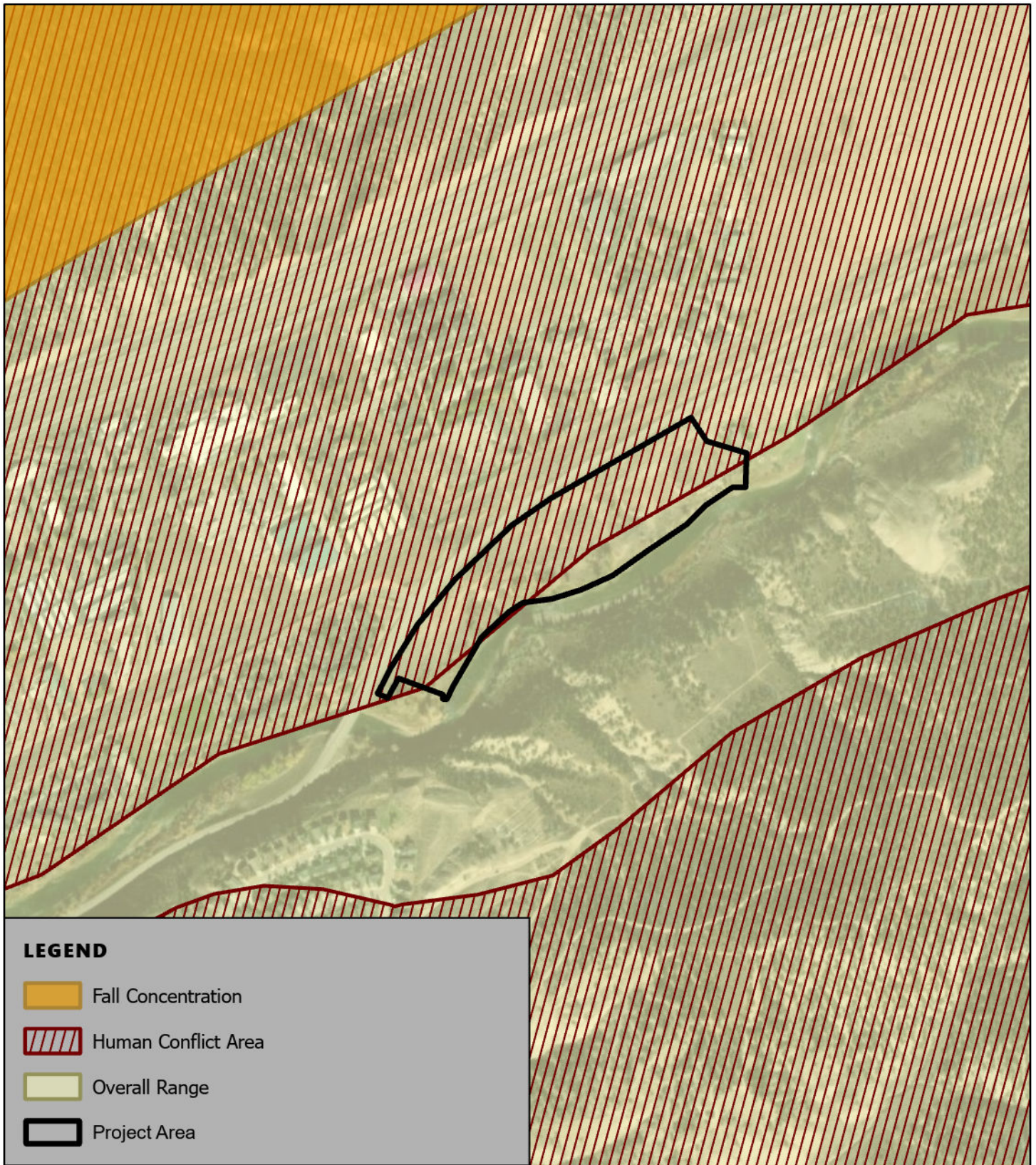
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**BIRDS (NON-RAPTOR)**

**RED MOUNTAIN RANCH**  
**EAGLE COUNTY, COLORADO**





Prepared By:



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 (303) 679-4820

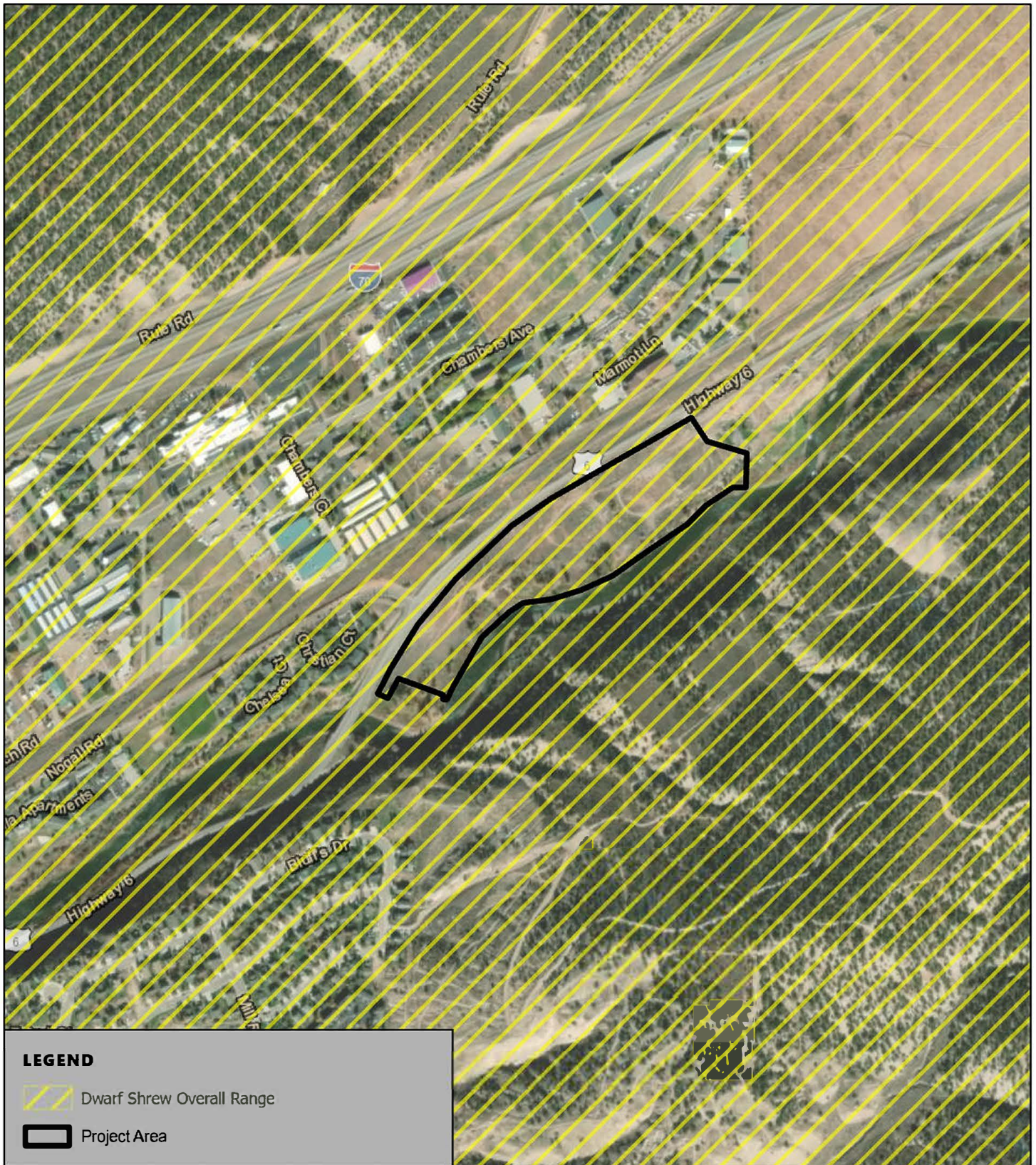
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**BLACK BEAR**


**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





**LEGEND**

 Dwarf Shrew Overall Range

 Project Area

Prepared By:



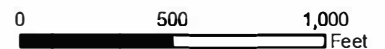
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 Boulder, CO 80301  
 (303) 679-4820

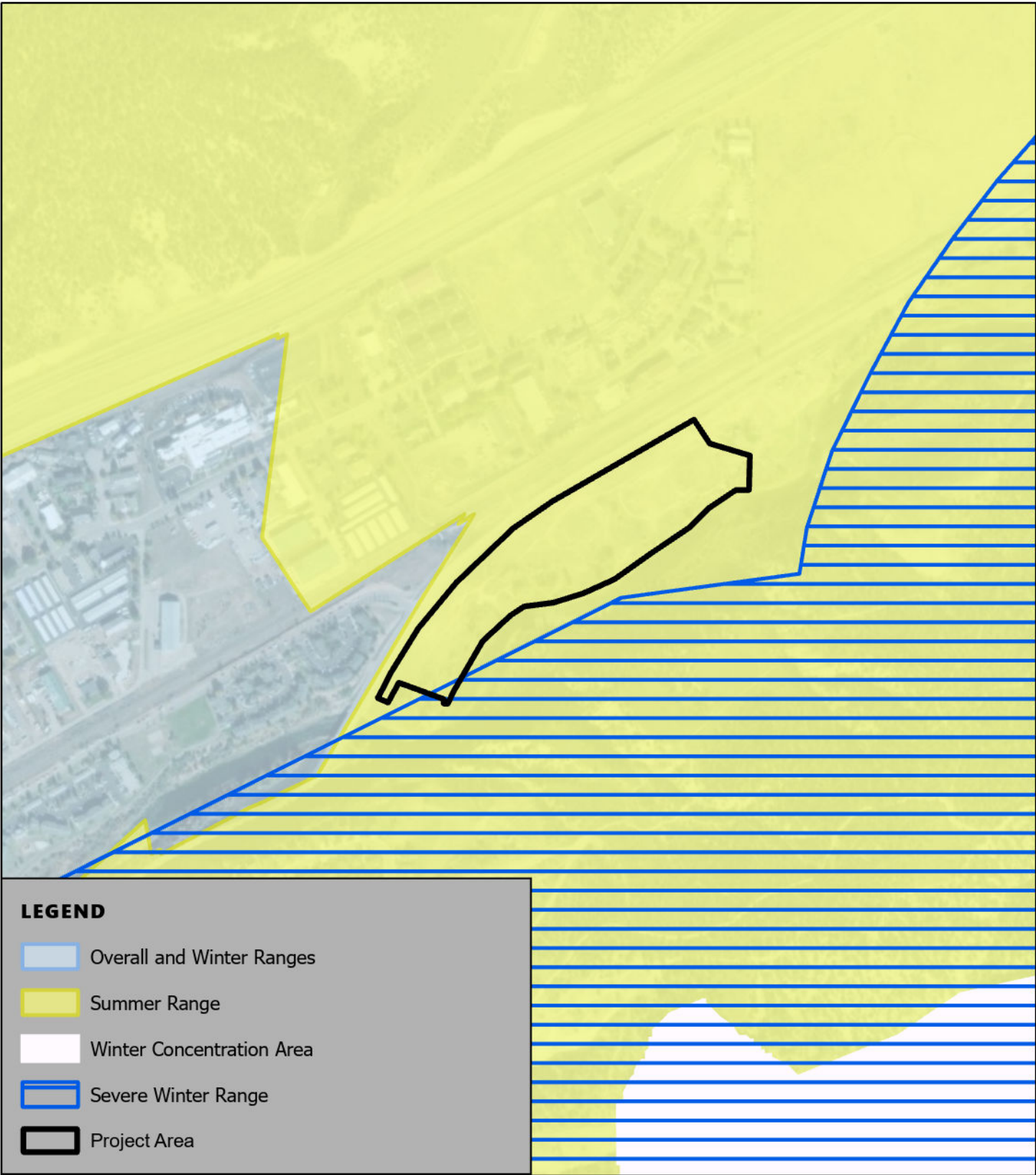
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**DWARF SHREW**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





**LEGEND**

-  Overall and Winter Ranges
-  Summer Range
-  Winter Concentration Area
-  Severe Winter Range
-  Project Area

Prepared By:



2820 Wilderness Place, Suite A  
 Boulder, CO 80301  
 (303) 679-4820

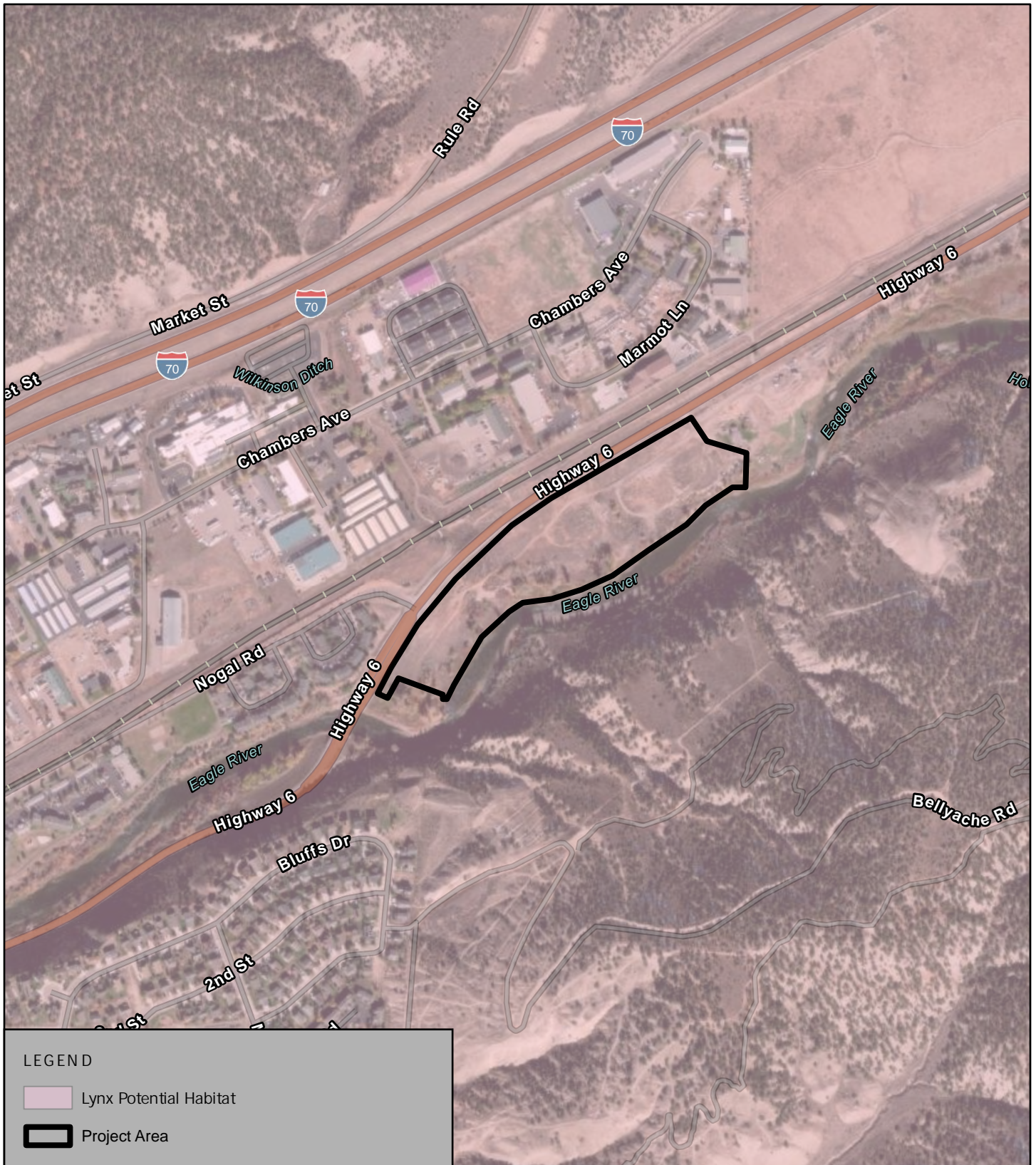
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**ELK**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





Prepared By:



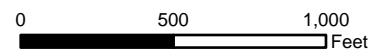
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 Boulder, CO 80301  
 (303) 679-4820

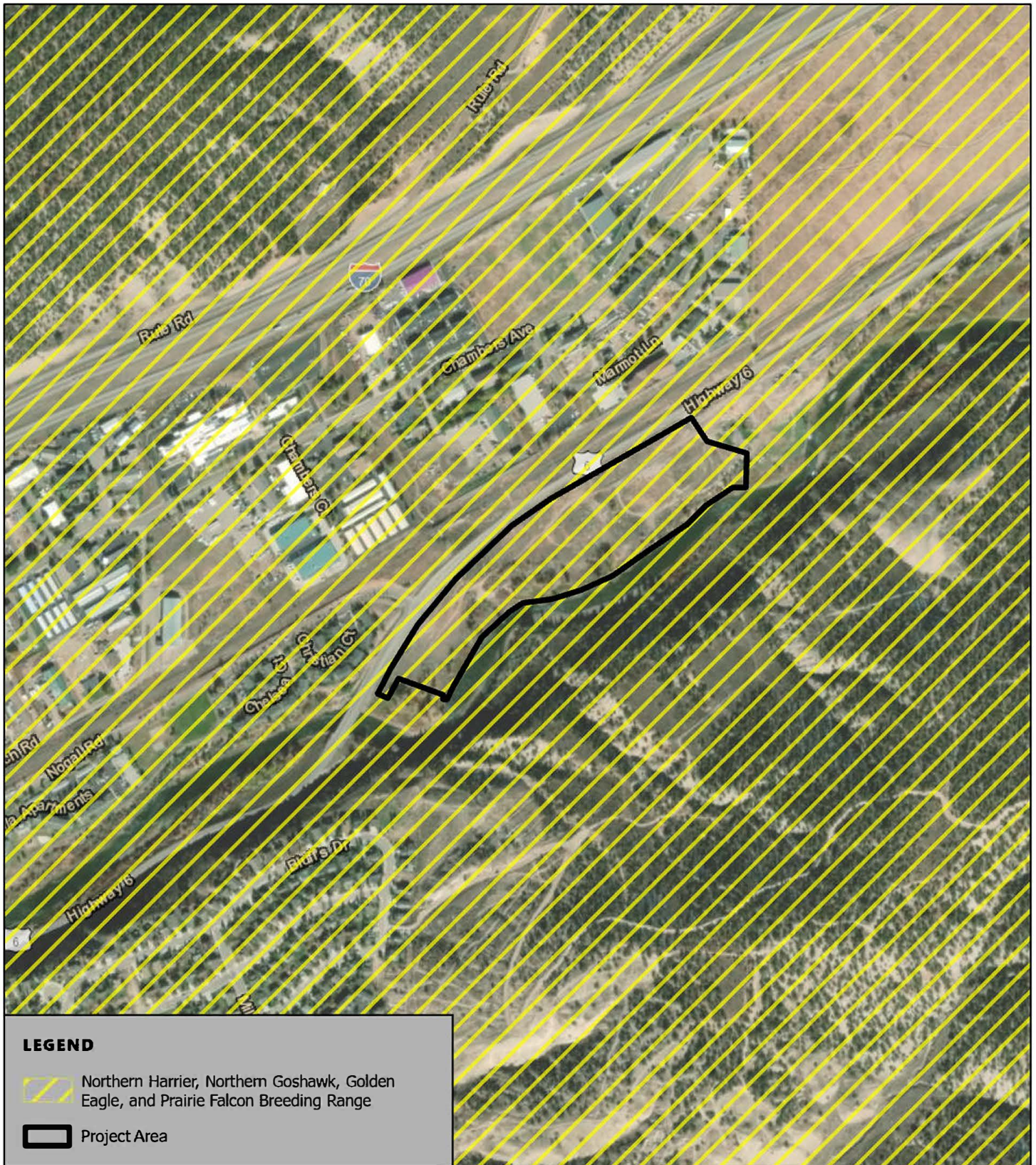
ERC #: 200-2513

## CPW SPECIES ACTIVITY MAPPING

### LYNX

### RED MOUNTAIN RANCH EAGLE COUNTY, COLORADO





Prepared By:



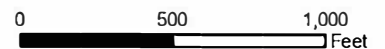
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 Boulder, CO 80301  
 (303) 679-4820

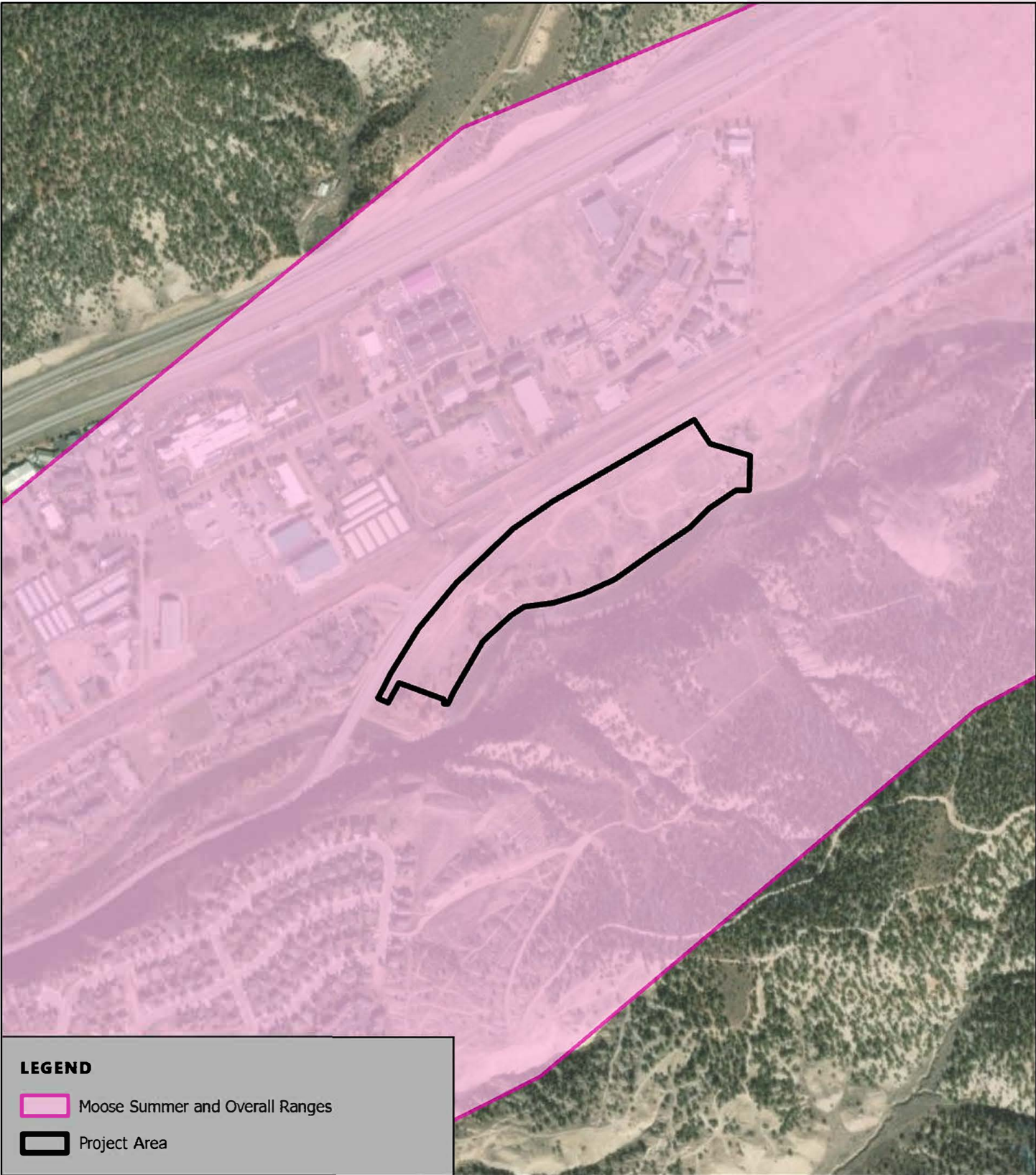
ERC #: 200-2513

### CPW SPECIES ACTIVITY MAPPING

### RAPTORS (EXCL. BALD EAGLE)

### RED MOUNTAIN RANCH EAGLE COUNTY, COLORADO





Prepared By:



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 Boulder, CO 80301  
 (303) 679-4820

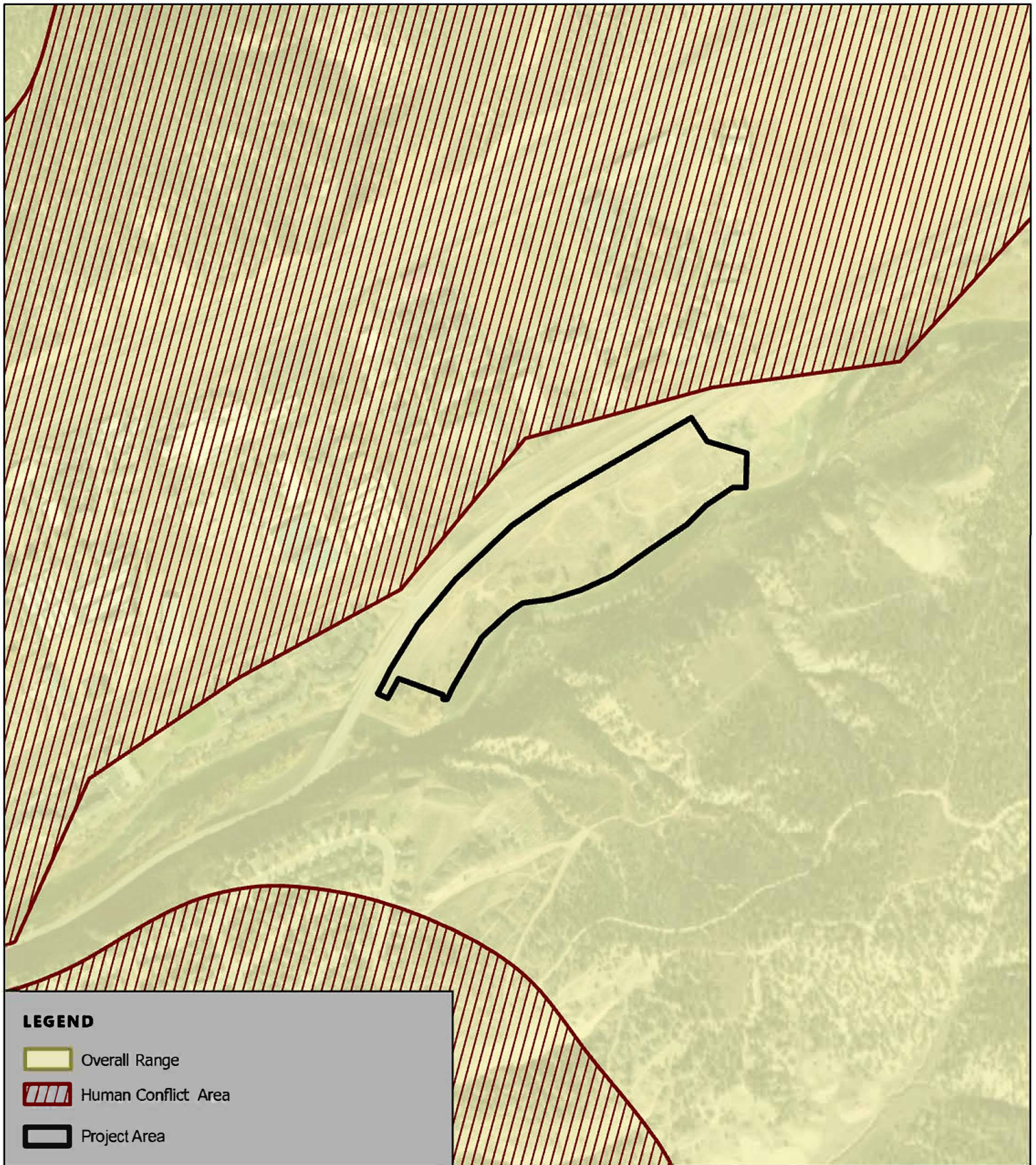
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**CPW SPECIES ACTIVITY MAPPING**




**MOOSE**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





**LEGEND**

-  Overall Range
-  Human Conflict Area
-  Project Area

Prepared By:



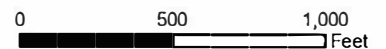
2820 Wilderness Place, Suite A  
 Boulder, CO 80301  
 (303) 679-4820

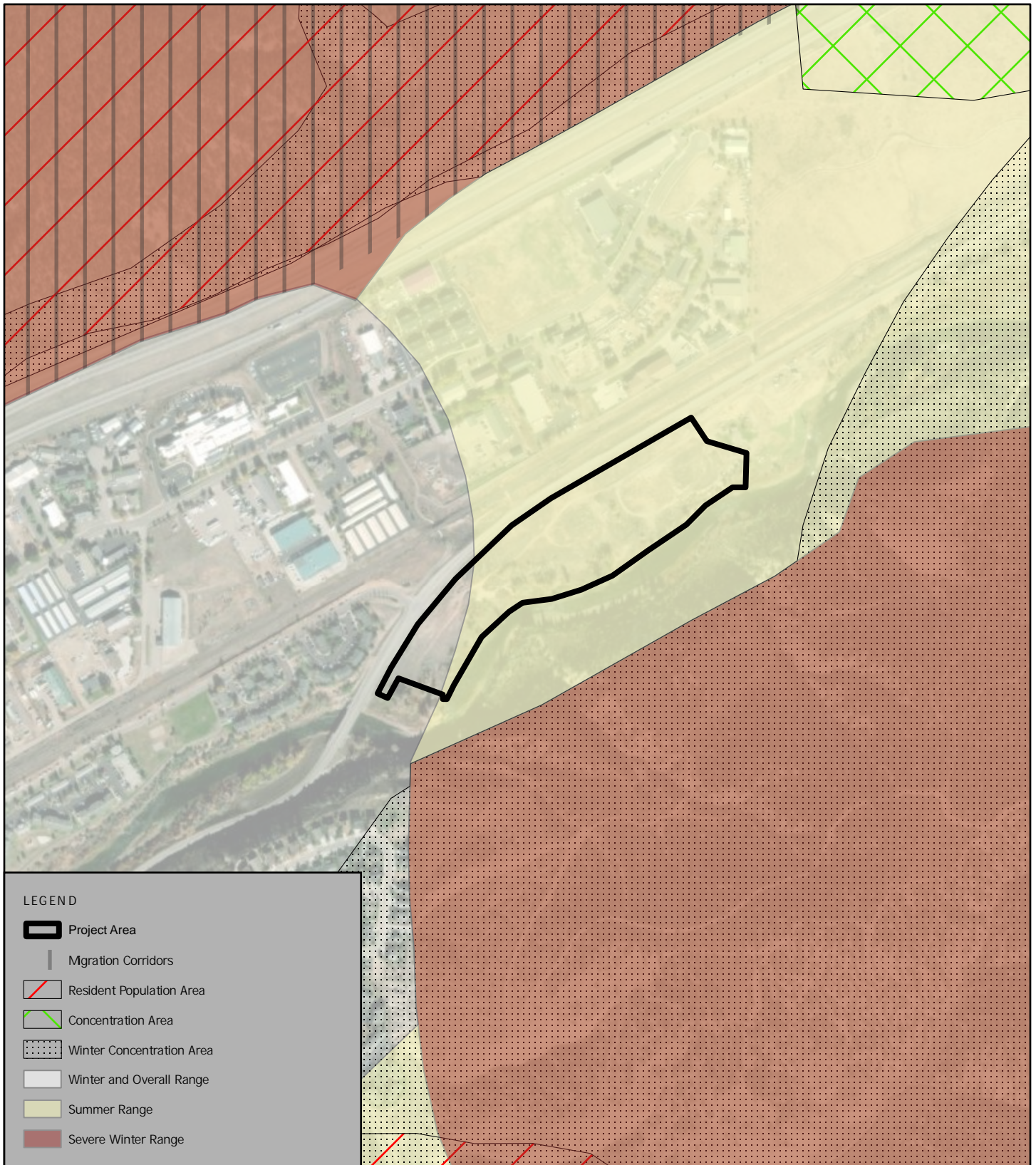
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**MOUNTAIN LION**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





Prepared By:



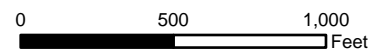
2820 Wilderness Place, Suite A  
 Boulder, CO 80301  
 (303) 679-4820

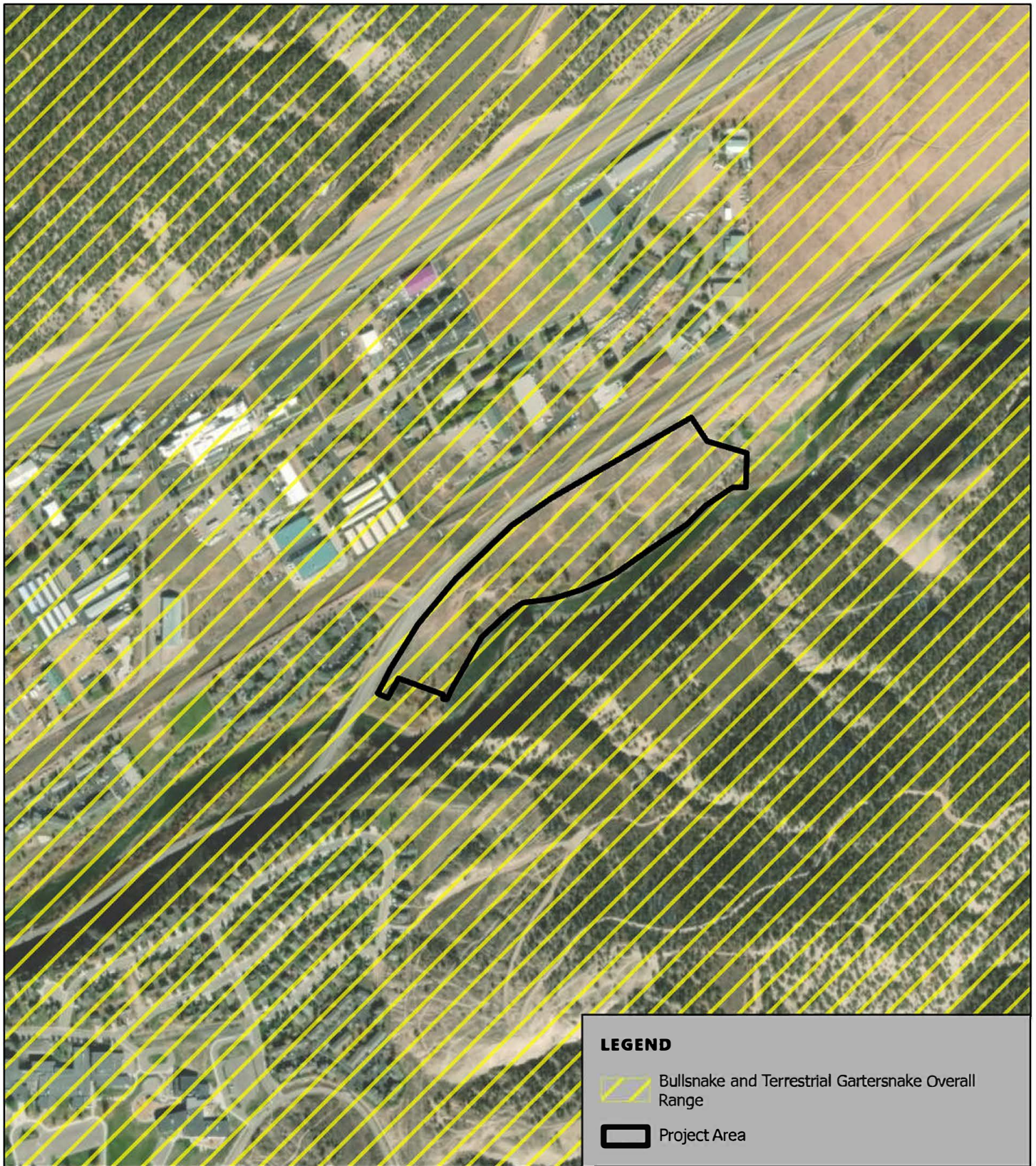
ERC #: 200-2513

## CPW SPECIES ACTIVITY MAPPING

### MULE DEER

### RED MOUNTAIN RANCH EAGLE COUNTY, COLORADO





**LEGEND**

-  Bullsnae and Terrestrial Gartersnake Overall Range
-  Project Area

Prepared By:




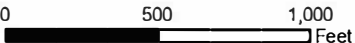
2820 Wilderness Place, Suite A  
 Boulder, CO 80301  
 (303) 679-4820

ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**




**REPTILES**

**RED MOUNTAIN RANCH**  
**EAGLE COUNTY, COLORADO**



LEGEND

-  Project Area
-  Overall Range
-  Winter Range

Prepared By:



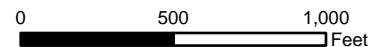
2820 Wilderness Place, Suite A  
 Boulder, CO 80301  
 (303) 679-4820

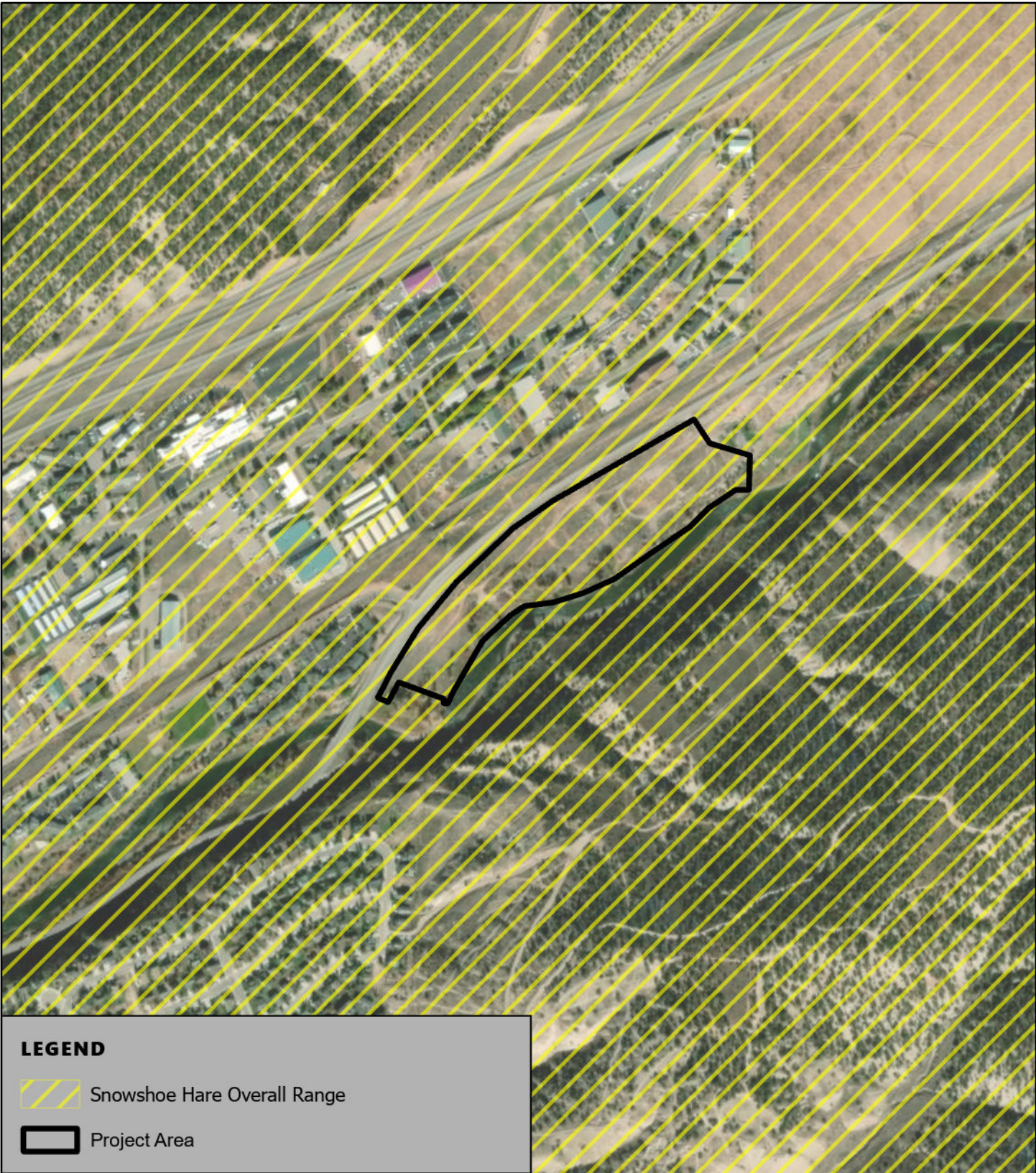
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**RIVER OTTER**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





**LEGEND**

 Snowshoe Hare Overall Range

 Project Area

Prepared By:



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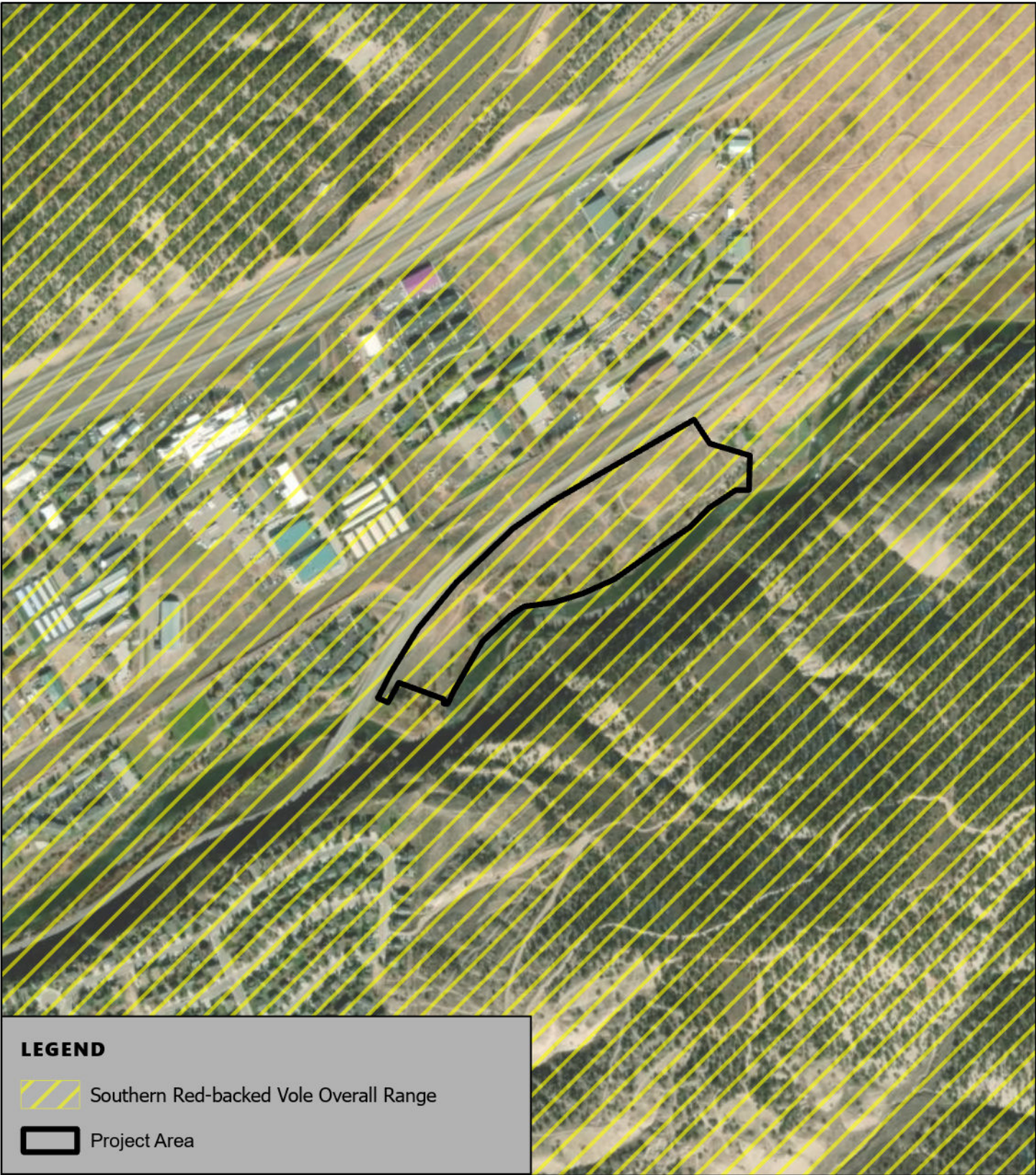
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**


**SNOWSHOE HARE**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





**LEGEND**

 Southern Red-backed Vole Overall Range

 Project Area

Prepared By:



2820 Wilderness Place, Suite A  
 Boulder, CO 80301  
 (303) 679-4820

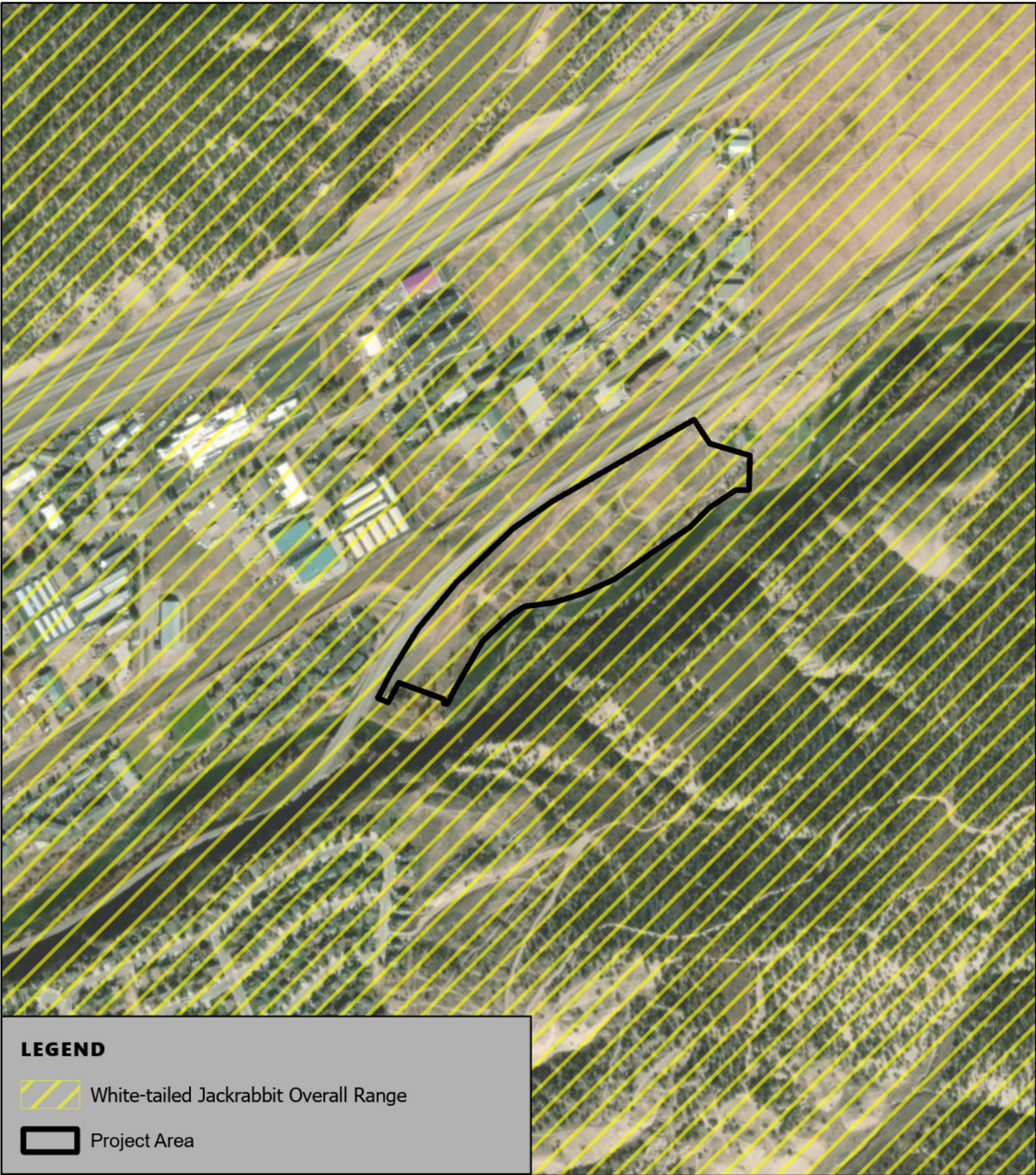
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**SOUTHERN RED-BACKED VOLE**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





**LEGEND**

 White-tailed Jackrabbit Overall Range

 Project Area

Prepared By:



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 Boulder, CO 80301  
 (303) 679-4820

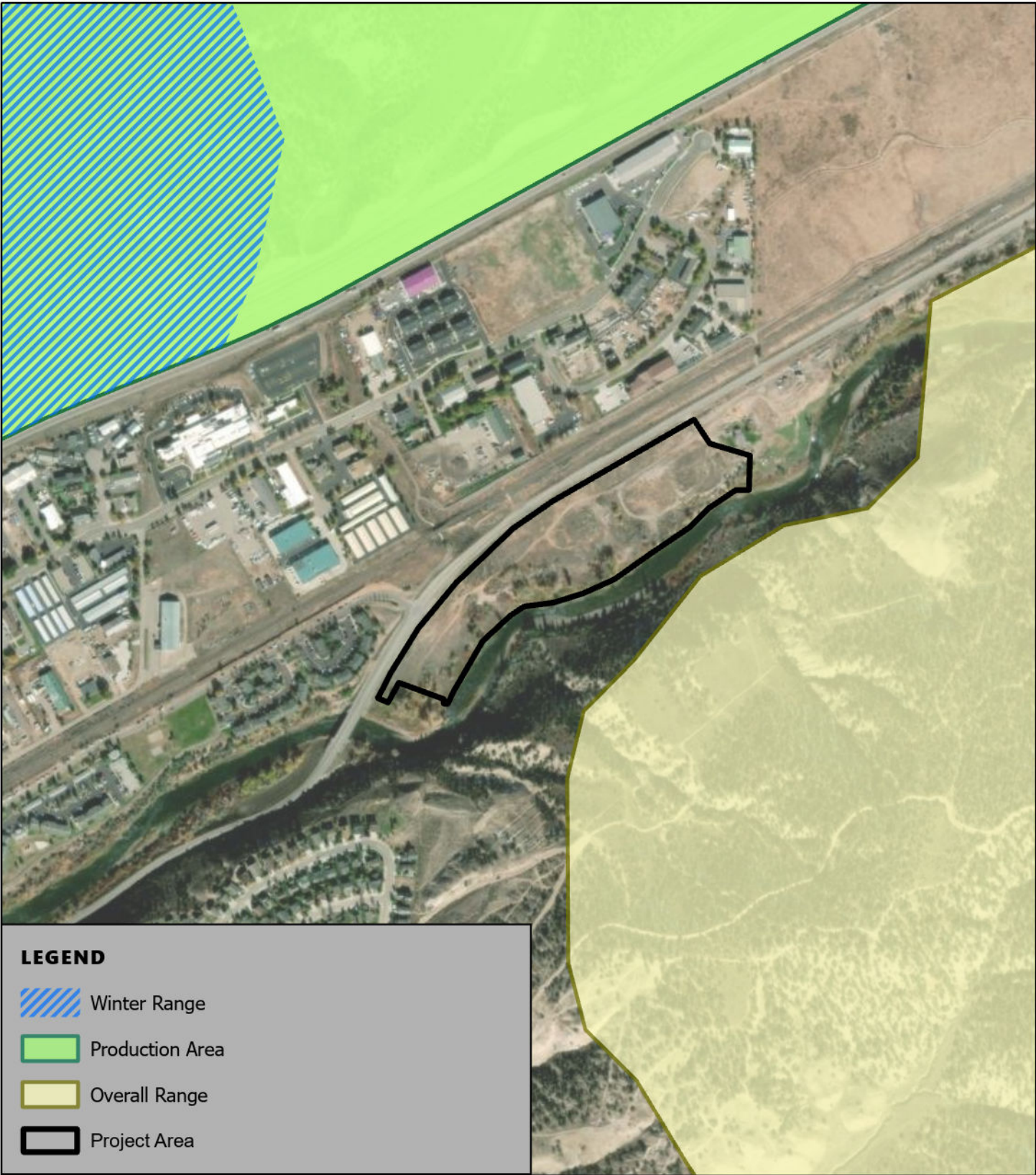
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**WHITE-TAILED JACKRABBIT**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





**LEGEND**

-  Winter Range
-  Production Area
-  Overall Range
-  Project Area

Prepared By:



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 Boulder, CO 80301  
 (303) 679-4820

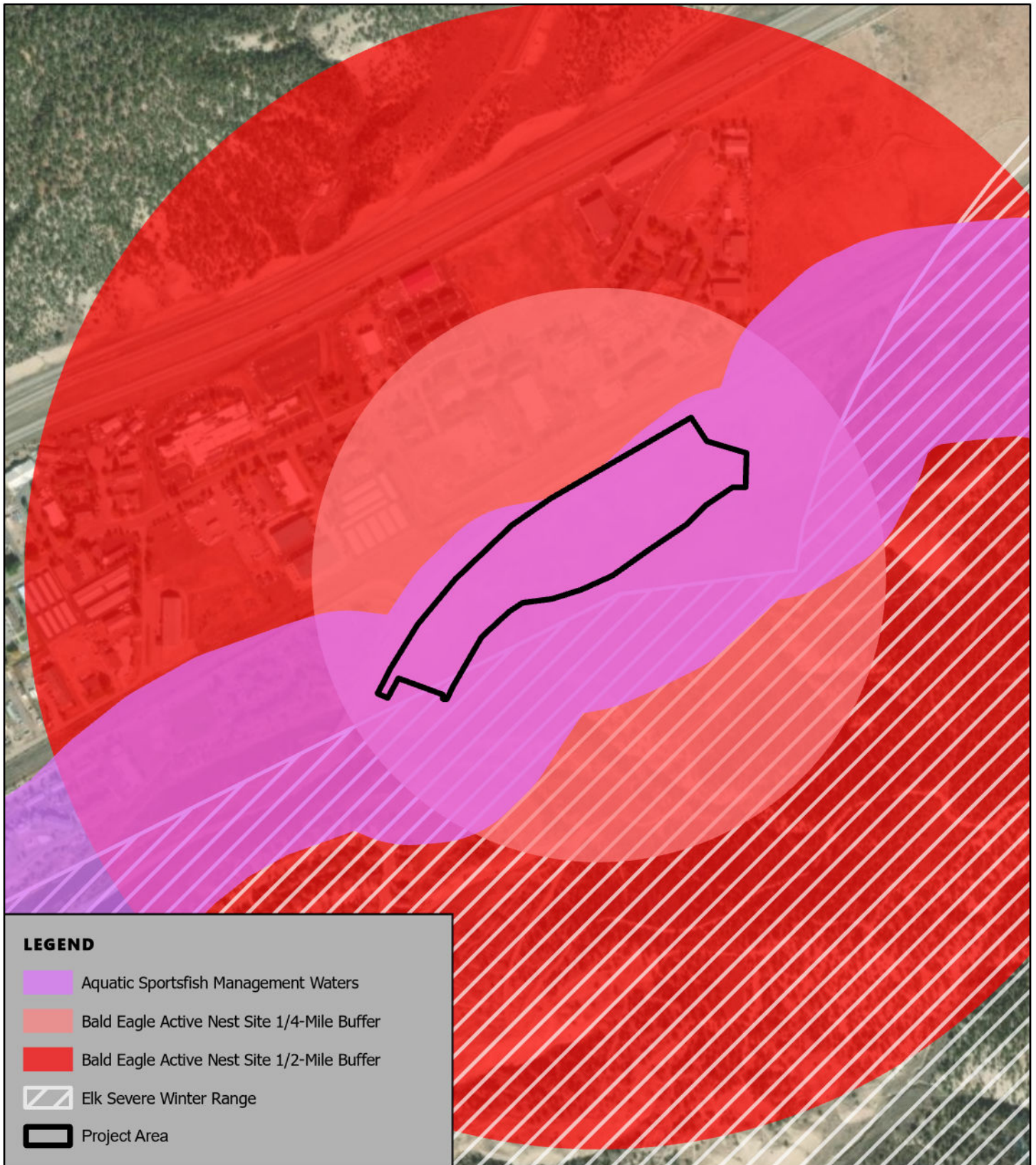
ERC #: 200-2513

**CPW SPECIES ACTIVITY MAPPING**

**WILD TURKEY**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**





Prepared By:



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 Boulder, CO 80301  
 (303) 679-4820

ERC #: 200-2513

**CPW HIGH PRIORITY HABITAT (HPH)**

**RED MOUNTAIN RANCH  
 EAGLE COUNTY, COLORADO**



## Appendix C

### USFWS IPaC Species List



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Western Colorado Ecological Services Field Office  
445 West Gunnison Avenue, Suite 240  
Grand Junction, CO 81501-5711  
Phone: (970) 628-7180 Fax: (970) 245-6933

In Reply Refer To:  
Project Code: 2025-0142943  
Project Name: Red Mountain Ranch

08/29/2025 17:57:57 UTC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

## To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat ([Colorado Ecological Services Field Office](#)). Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the ESA, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the [IPaC](#) website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the ESA is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the ESA and its implementing regulations ([50 CFR 402 et seq.](#)), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR

402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at: <https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>.

Projects and activities without a Federal nexus (e.g., without Federal funding, permit, or authorization) should be evaluated for the potential to "take" listed wildlife. Take does not apply to listed plants and to designated critical habitat. The term "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct ([ESA Section 3, Definitions](#)). Harm in the definition of "take" in the ESA means an act which actually kills or injures wildlife. Such act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering ([50 CFR 17.3](#)).

**Gray Wolf:** On November 8, 2023, the Service promulgated an ESA section 10(j) (i.e., experimental population) rule (10(j) rule) for gray wolf (*Canis lupus*) within the State of Colorado ([88 FR 77014](#)). For purposes of ESA section 7 consultation, we treat experimental populations as if they are proposed for listing, except on National Park Service and Service lands, where they are treated as threatened. Evaluations for proposed species are completed under the regulations for conferencing ([50 CFR 402.10](#)). Conferencing for species that are proposed for Federal listing, or for proposed critical habitat, is only required if a proposed action is likely to jeopardize the continued existence of a species or will result in destruction or adverse modification of proposed critical habitat. If an action agency determines that their action would not jeopardize the continued existence of the species, and/or would not result in the destruction or adverse modification of critical habitat, and the Service concurs, the conferencing requirement is fulfilled.

**Colorado River Fish/Depletions:** Formal interagency consultation under section 7 of the ESA is required for projects that may lead to depletions of water from any system that is a tributary to the Colorado River. Federal agency actions resulting in water depletions to the Colorado River system may affect the endangered bonytail (*Gila elegans*), Colorado pikeminnow (*Ptychocheilus lucius*), razorback sucker (*Xyrauchen texanus*), and the threatened humpback chub (*Gila cypha*), and their designated critical habitats.

Water depletions include evaporative losses and consumptive use of surface or groundwater within the affected basin, often characterized as diversion minus return flows. Project elements that could be associated with depletions include, but are not limited to: ponds, lakes, and reservoirs (e.g., detention, recreation, irrigation, storage, stock watering, municipal storage, and power generation); drilling, hydraulic fracturing and completion of oil and gas wells; hydrostatic testing of pipelines; water wells; dust abatement; diversion structures; and water treatment facilities. Any actions that may result in water depletions should be identified. An analysis of the water depletion should include: an estimate of the amount and timing of the average annual water use (both historic and new uses) and methods of arriving at such estimates; location of water use or where diversion occurs, as specifically as possible; if and when the water will be returned to the system; and the intended use of the water. Depending on Project details, the Service may have more specific questions regarding the potential consumptive use of the water.

The Service, in accordance with the Upper Colorado River Endangered Fish Recovery Program (<https://coloradoriverrecovery.org/uc/>), adopted a *de minimis* policy, which states that water-related activities in the Upper Colorado River Basin that result in less than 10 acre-foot per year of depletions in flow have no effect on the Colorado River endangered fish species and their critical habitat, and thus do not require consultation for potential effects on those species and critical habitat. While no section 7 consultation is needed, the Service requests Federal agencies notify the Upper Colorado Fishes Coordinator of depletions between 0.1 and 10 acre-feet per year with the approximate location of the project (e.g., reference to the most proximate surface water or tributary), the water use (e.g., agricultural, oil and gas, energy), and the timing of and depletion

amount. Detention basins designed to detain runoff for less than 72 hours, and temporary withdrawals of water outside of critical habitat (e.g., for hydrostatic pipeline testing) that return all the water to the same drainage basin within 30 days, are considered to have no effect and do not require consultation.

**Suckley's Cuckoo Bumble Bee:** On December 17, 2024, Suckley's cuckoo bumble bee (*Bombus suckleyi*) (Suckley's) was proposed for listing as an endangered species (89 FR 102074). Suckley's is an obligate social parasite of social bumble bees in the genus *Bombus*. Suckley's cannot successfully reproduce without the availability of suitable host colonies. It is a semi-specialist parasite and confirmed to usurp nests of Western bumble bee (*Bombus occidentalis*) and Nevada bumble bees (*Bombus nevadensis*) (Service 2024).

Based on the best available information, no Suckley's have been observed in Colorado since 2014 despite ongoing surveys. The Species Status Assessment (SSA) shows observations since 2018 occur only in northern latitudes, primarily in Canada (Service 2024), but the species may persist in high quality upper elevation habitats in western States. While Suckley's is proposed for listing, there is no prohibition of "take" under Section 9 of the ESA; therefore, projects without a federal nexus, do not need to engage with the Service to exempt take under the ESA. However, we encourage including conservation measures benefiting pollinators and pollinator habitat into projects. Examples include retaining suitable foraging (diversity and abundance of native floral resources), nesting (suitable host colony above or below ground), and overwintering habitat (loose substrates such as leaf litter, duff, rotting logs); maintaining habitat for host bumble bees by avoiding impacts to abandoned underground holes (rodent burrows); and revegetation efforts that include native seed mixes to promote an abundance and diversity of native floral resources. Additionally, we recommend supporting and conducting general bumble bee and pollinator surveys.

While the species is not currently known to occur in Colorado, we encourage proactive conservation actions to protect and conserve pollinators and pollinator habitat. Examples include retaining suitable foraging (diversity and abundance of native floral resources), nesting (suitable host colony above or below ground), and overwintering habitat (loose substrates such as leaf litter, duff, rotting logs); maintaining habitat for host bumble bees by avoiding impacts to abandoned underground holes (rodent burrows); and revegetation efforts that include native seed mixes to promote an abundance and diversity of native floral resources. Additionally, we recommend supporting and conducting general bumble bee and pollinator surveys.

**Migratory Birds:** In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <https://www.fws.gov/program/migratory-bird-permit/what-we-do>.

It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

## OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Western Colorado Ecological Services Field Office**

445 West Gunnison Avenue, Suite 240

Grand Junction, CO 81501-5711

(970) 628-7180

## PROJECT SUMMARY

Project Code: 2025-0142943  
Project Name: Red Mountain Ranch  
Project Type: Residential Construction  
Project Description: Residential Construction  
Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@39.662375100000006,-106.81213157900777,14z>



Counties: Eagle County, Colorado

## ENDANGERED SPECIES ACT SPECIES

There is a total of 11 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 4 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

- 
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

**MAMMALS**

NAME	STATUS
Canada Lynx <i>Lynx canadensis</i> Population: Wherever Found in Contiguous U.S. There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/3652">https://ecos.fws.gov/ecp/species/3652</a>	Threatened
Gray Wolf <i>Canis lupus</i> Population: CO No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/4488">https://ecos.fws.gov/ecp/species/4488</a>	Experimental Population, Non- Essential

**BIRDS**

NAME	STATUS
Mexican Spotted Owl <i>Strix occidentalis lucida</i> There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/8196">https://ecos.fws.gov/ecp/species/8196</a>	Threatened
Yellow-billed Cuckoo <i>Coccyzus americanus</i> Population: Western U.S. DPS There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/3911">https://ecos.fws.gov/ecp/species/3911</a>	Threatened

**FISHES**

NAME	STATUS
Bonytail <i>Gila elegans</i> There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat. This species only needs to be considered under the following conditions: <ul style="list-style-type: none"> <li>Water depletions in the upper Colorado River basin adversely affect this species and its critical habitat. Effects of water depletions must be considered even outside of occupied range.</li> </ul> Species profile: <a href="https://ecos.fws.gov/ecp/species/1377">https://ecos.fws.gov/ecp/species/1377</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10417.pdf">https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10417.pdf</a>	Endangered
Colorado Pikeminnow <i>Ptychocheilus lucius</i> Population: Wherever found, except where listed as an experimental population There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat. This species only needs to be considered under the following conditions: <ul style="list-style-type: none"> <li>Water depletions in the upper Colorado River basin adversely affect this species and its critical habitat. Effects of water depletions must be considered even outside of occupied range.</li> </ul> Species profile: <a href="https://ecos.fws.gov/ecp/species/3531">https://ecos.fws.gov/ecp/species/3531</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10418.pdf">https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10418.pdf</a>	Endangered

NAME	STATUS
<p><b>Humpback Chub</b> <i>Gila cypha</i></p> <p>There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat. This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> <li>Water depletions in the upper Colorado River basin adversely affect this species and its critical habitat. Effects of water depletions must be considered even outside of occupied range.</li> </ul> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/3930">https://ecos.fws.gov/ecp/species/3930</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10419.pdf">https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10419.pdf</a></p>	Threatened
<p><b>Razorback Sucker</b> <i>Xyrauchen texanus</i></p> <p>There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat. This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> <li>Water depletions in the upper Colorado River basin adversely affect this species and its critical habitat. Effects of water depletions must be considered even outside of occupied range.</li> </ul> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/530">https://ecos.fws.gov/ecp/species/530</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10420.pdf">https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10420.pdf</a></p>	Endangered

## INSECTS

NAME	STATUS
<p><b>Monarch Butterfly</b> <i>Danaus plexippus</i></p> <p>There is <b>proposed</b> critical habitat for this species. Your location does not overlap the critical habitat.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/9743">https://ecos.fws.gov/ecp/species/9743</a></p>	Proposed Threatened
<p><b>Suckley's Cuckoo Bumble Bee</b> <i>Bombus suckleyi</i></p> <p>Population:</p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/10885">https://ecos.fws.gov/ecp/species/10885</a></p>	Proposed Endangered

## FLOWERING PLANTS

NAME	STATUS
<p><b>Ute Ladies'-tresses</b> <i>Spiranthes diluvialis</i></p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/2159">https://ecos.fws.gov/ecp/species/2159</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10383.pdf">https://ipac.ecosphere.fws.gov/project/76MLO5ESVBHSNDXVZBL3NCIGEQ/documents/generated/10383.pdf</a></p>	Threatened

## CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

## USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

## BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act <sup>2</sup> and the Migratory Bird Treaty Act (MBTA) <sup>1</sup>. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

- 
1. The [Bald and Golden Eagle Protection Act](#) of 1940.
  2. The [Migratory Birds Treaty Act](#) of 1918.
  3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are Bald Eagles and/or Golden Eagles in your [project](#) area.

### Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the [National Bald Eagle Management Guidelines](#). You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#).

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

If disturbance or take of eagles cannot be avoided, an [incidental take permit](#) may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the [Do I Need A Permit Tool](#). For assistance making this determination for golden eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

### Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
<p>Bald Eagle <i>Haliaeetus leucocephalus</i></p> <p>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.</p> <p><a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a></p>	Breeds Dec 1 to Aug 31
<p>Golden Eagle <i>Aquila chrysaetos</i></p> <p>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.</p> <p><a href="https://ecos.fws.gov/ecp/species/1680">https://ecos.fws.gov/ecp/species/1680</a></p>	Breeds Dec 1 to Aug 31

## PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

### Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

### Breeding Season (■)

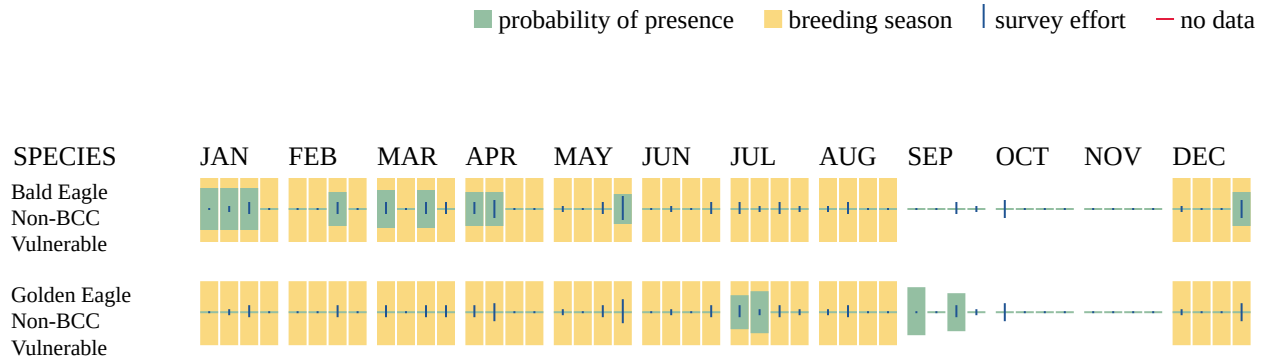
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

### Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

### No Data (-)

A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

## MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) <sup>1</sup> prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

- 
1. The [Migratory Birds Treaty Act](#) of 1918.
  2. The [Bald and Golden Eagle Protection Act](#) of 1940.
  3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
<b>Bald Eagle <i>Haliaeetus leucocephalus</i></b> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a>	Breeds Dec 1 to Aug 31
<b>Broad-tailed Hummingbird <i>Selasphorus platycercus</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/11935">https://ecos.fws.gov/ecp/species/11935</a>	Breeds May 25 to Aug 21
<b>Brown-capped Rosy-finch <i>Leucosticte australis</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9461">https://ecos.fws.gov/ecp/species/9461</a>	Breeds Jun 15 to Sep 15
<b>Cassin's Finch <i>Haemorhous cassinii</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9462">https://ecos.fws.gov/ecp/species/9462</a>	Breeds May 15 to Jul 15
<b>Clark's Nutcracker <i>Nucifraga columbiana</i></b> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9421">https://ecos.fws.gov/ecp/species/9421</a>	Breeds Jan 15 to Jul 15
<b>Evening Grosbeak <i>Coccothraustes vespertinus</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9465">https://ecos.fws.gov/ecp/species/9465</a>	Breeds May 15 to Aug 10
<b>Golden Eagle <i>Aquila chrysaetos</i></b> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <a href="https://ecos.fws.gov/ecp/species/1680">https://ecos.fws.gov/ecp/species/1680</a>	Breeds Dec 1 to Aug 31
<b>Lewis's Woodpecker <i>Melanerpes lewis</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9408">https://ecos.fws.gov/ecp/species/9408</a>	Breeds Apr 20 to Sep 30
<b>Long-eared Owl <i>asio otus</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/3631">https://ecos.fws.gov/ecp/species/3631</a>	Breeds Mar 1 to Jul 15
<b>Olive-sided Flycatcher <i>Contopus cooperi</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/3914">https://ecos.fws.gov/ecp/species/3914</a>	Breeds May 20 to Aug 31

NAME	BREEDING SEASON
<b>Pinyon Jay <i>Gymnorhinus cyanocephalus</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9420">https://ecos.fws.gov/ecp/species/9420</a>	Breeds Feb 15 to Jul 15
<b>Virginia's Warbler <i>Leiothlypis virginiae</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9441">https://ecos.fws.gov/ecp/species/9441</a>	Breeds May 1 to Jul 31

## PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

### Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

### Breeding Season (■)

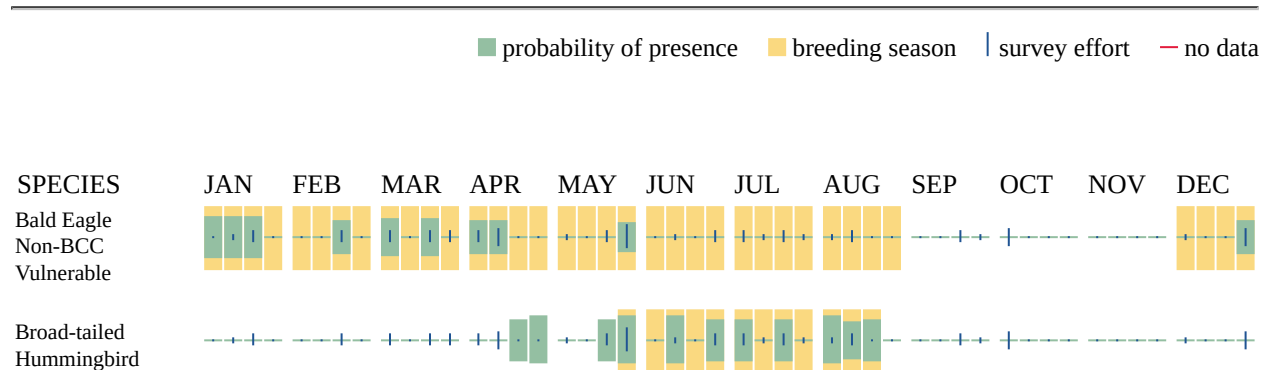
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

### Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

### No Data (-)

A week is marked as having no data if there were no survey events for that week.





Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

# WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

## FRESHWATER EMERGENT WETLAND

- PEM1A

## RIVERINE

- R4SBA
- R3UBH

## **IPAC USER CONTACT INFORMATION**

Agency: Private Entity  
Name: Morgan Colacone  
Address: 2820 Wilderness Place  
City: Boulder  
State: CO  
Zip: 80301  
Email: mcolacone@erccolorado.net  
Phone: 3036794820

## **Appendix D**

# **USFWS Eagle Disturbance General Take Permit**



General Eagle Permit - Disturbance Take - Commercial

**Permit Number:** PER23023565

**Version Number:** 0

**Effective:** 2025-09-01 **Expires:** 2026-08-31

**Issuing Office:**

**Department of the Interior  
U.S. FISH AND WILDLIFE SERVICE**

5275 Leesburg Pike  
Falls Church, Virginia 22041-3803  
eaglegeneralpermits@fws.gov

Eric L. Kershner  
Chief, Division of Bird Conservation, Permits, and  
Regulations  
Migratory Bird Program, U.S. Fish and Wildlife

**Permittee:**

Rodrigo Cortina  
701 West Lionshead Circle  
Vail, Colorado 81657  
970-331-3736

**Subpermittees:**

Stephen Stone

**Name and Title of Principal Officer:**

Rodrigo Cortina

**Primary Contact Information:**

Rodrigo Cortina, 970-331-3736

Authority: Statutes and Regulations: 16 U.S.C. 668-668(d), 16 U.S.C 703-712 50 CFR Part 13, 50 CFR 22.280



General Eagle Permit - Disturbance Take - Commercial

**Permit Number:** PER23023565

**Version Number:** 0

**Effective:** 2025-09-01 **Expires:** 2026-08-31

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**Location where authorized activity may be conducted:**

Location: Eagle County/ Town of Eagle/ Colorado

Latitude, Longitude: 39.662498, -106.812125

**Eagle Nest Location Coordinates:** 39.662194, -106.811674



## General Permit Requirements and Conditions:

### General Permit Conditions – Bald Eagle Disturbance

#### Definitions (as defined in 50 CFR 22.6):

*Alternate Nest* means one of potentially several nests within a nesting territory that is not an in-use nest at the current time. When there is no in-use nest, all nests in the territory are alternate nests.

*Disturb* means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.

*Eagle nest* means any assemblage of materials built, maintained, or used by bald eagles or golden eagles for the purpose of reproduction. An eagle nest remains an eagle nest until it becomes so diminished, or the nest substrate upon which it is built fails, that the nest is no longer usable and is not likely to become usable to eagles, as determined by a Federal, Tribal, or State eagle biologist.

*In-use nest* means a bald eagle or golden eagle nest that contains one or more viable eggs or dependent young, or, for golden eagles only, has had adult eagles on the nest within the past 10 days during the breeding season.

*Incidental take* means take that is foreseeable and results from, but is not the purpose of, an activity.

*Nesting territory* means the area that contains one or more eagle nests within the home range of a mated pair of eagles, regardless of whether such nests were built by the current resident pair.

*Practicable* means available and capable of being done after taking into consideration existing technology, logistics, and cost in light of a mitigation measure's beneficial value to eagles and the activity's overall purpose, scope, and scale.

Definitions for the purposes of these permit conditions:

Breeding season refers to the period of time where eagles are breeding, or are preparing to breed. Actual breeding season dates can vary slightly between breeding pairs and from year to year. For bald eagles, the Service uses the date ranges listed by state in Table 1 (located at the end of this permit).

Occupied nest means an in-use bald eagle nest or an alternate bald eagle nest that has had attending adults within the past 10 days during the first 3 months of the breeding season.



## **General Permit Requirements and Conditions:**

### **A. Authorization.**

You are authorized to disturb bald eagles at the nest location listed above under “Location”; where authorized activity may be conducted.

(1) Disturbance is authorized provided there is no practicable alternative to avoiding or minimizing it. The authorization applies only to disturbance take resulting from activities and infrastructure described in your general permit application and conducted in accordance with the terms of this permit.

(2) Disturbance is authorized for activities associated with building construction and maintenance, linear infrastructure construction and maintenance, alteration of shorelines and water bodies, alteration of vegetation (including timber management), prescribed burn operations, motorized recreational activities, nonmotorized recreational activities, aircraft operation, and loud intermittent noises (including blasting). You must remain in compliance only with the permit conditions in C(1) and the conditions associated with your activity type(s) you are conducting.

### **B. Prohibited. This permit does not authorize:**

(1) Take of eagle nests, including by substantively modifying nesting substrate sufficient to render the substrate unsuitable for eagle nesting, except as authorized in C(8) for prescribed burn operations.

(2) Disturbance of golden eagles.

(3) Incidental or intentional take that results in injury or death of eagles.

(4) Possession of eagles, nestlings, or eggs.

(5) Permanent take of any eagle territory. Your activities must not eliminate the potential for future nesting activity within any eagle territory.

**C. Avoidance and Minimization.** You must implement the avoidance and minimization measures set forth below for the activity type(s) you are conducting under this permit. Breeding season dates are listed in Table 1 below.

(1) *All Activities:*

(a) You must review the Service’s National Bald Eagle Management Guidelines (BEMG) (available at [National Bald Eagle Management Guidelines pdf](#)) and conduct your activity consistent with these guidelines. You must document in writing any applicable BEMG recommendations you do not implement with a justification as to why the measure is not practicable.



**General Permit Requirements and Conditions:**

(b) In many areas bald eagles have demonstrated tolerance to human activity. If bald eagles have demonstrated tolerance to your activity or similar activities within the same distance to the nest, you may opt to not implement all of the conditions in Condition C. You must document in writing any applicable conditions you do not implement with a justification as to how you determined the condition is not warranted.

(c) You must avoid activities that may affect the survivability of the nest tree or other natural nesting substrate. The nest location must be identified on plans and communicated to contractors or other third parties doing work at your site. You must preserve the root integrity of the nest tree by avoiding heavy equipment operation, soil compaction, or ground disturbance greater than 12 inches deep within the nest tree's dripline or 50 feet, whichever is greater.

(d) To the maximum degree practicable, avoid conducting activities that may disturb eagles during severe weather such as heavy rain, severe thunderstorms, high winds, or extreme temperatures (high or low) to ensure adult eagles can provide necessary warmth and shelter for eggs and nestlings while they are vulnerable to such weather events.

*(2) Construction of Buildings and Infrastructure .*

Exterior construction includes exterior building construction as well as related activities. No measures are required for unoccupied nests. For nests that are occupied or status is unknown, you must, to the extent practicable:

(a) Initiate exterior construction and related activities within 330 feet of the nest outside the breeding season.

(b) Initiate exterior construction within 660 feet of the nest as late in the breeding season as possible to avoid the time of year when eagles are most susceptible to disturbance. To the extent practicable, avoid conducting exterior construction within 660 feet of the nest during the first three months of the breeding season.

(c) Initiate exterior construction at the furthest possible distance from the nest to allow the eagles the opportunity to adjust to your activities. Work toward the nest such that any activity to be conducted nearest to the nest occurs last.

(d) Avoid exterior construction within 660 feet of the nest before and for two hours after sunrise and also for two hours before and after sunset to allow eagles time each day to care for nestlings.

(e) Minimize noise and visibility of exterior construction for activities that will occur within 660 feet



### **General Permit Requirements and Conditions:**

of the nest. For example, create barriers using available natural and artificial barriers such as screening vegetation, topography, or vertical structures.

(f) Minimize infrastructure or other project component inspection activities within 330 feet of the nest.

(g) For inspections within 330 feet of the nest,

(i) Inform all individuals of the nest's location, including scheduled and unscheduled inspectors;

(ii) Conduct all inspection activities from closed cab vehicles whenever practicable;

(iii) Inform inspectors to limit their time within 330 feet of the nest, including limiting unnecessary noise and visual disturbance; and

(iv) Avoid approaching the nest directly on foot.

#### *(3) Maintenance of Buildings and Infrastructure .*

Conditions (a)-(b) are required for all nests, regardless of status. For nests that are occupied or status is unknown, conditions (c)-(i) are also required, unless eagles have demonstrated tolerance to maintenance activities. To the maximum extent practicable, conduct vegetation alteration outside of the breeding season. You must also, to the extent practicable:

(a) Follow state and federal guidelines, laws, and labels and instructions at all times if using pesticides, herbicides, or other chemicals during facility maintenance. To the maximum degree practicable, avoid the use of anticoagulant rodenticides. Anticoagulant rodenticides are a leading cause of eagle death. This permit does not authorize the killing or injury of eagles resulting from chemical or pesticide exposure.

(b) Avoid material and equipment storage within 330 feet of the nest. Do not store or stage materials and equipment within the dripline of the nest tree, or 50 feet, whichever is greater.

(c) Minimize material and equipment storage and staging within 660 feet of the nest tree. If you must use areas within 600 feet of the nest for staging during the breeding season, reduce the visibility of material or equipment by creating natural or artificial barriers using screening vegetation, topography, or vertical structures.

(d) If maintenance, restoration, and landscaping activities are visible from the nest, avoid these activities within 660 feet of the nest before and for two hours after sunrise and for two hours before and



**General Permit Requirements and Conditions:**

after sunset.

(e) When conducting maintenance, restoration, and landscaping activities within 660 feet of the nest, begin as late in the breeding season as possible. To the maximum degree practicable, avoid conducting such activities within 660 feet of the nest during the first three months of the breeding season.

(f) Initiate and conduct maintenance, restoration, and landscaping activities at the furthest possible distance from the nest and work toward the nest such that any activity to be conducted nearest the nest occurs last.

(g) Minimize the use of open cab equipment when conducting activities within 330 feet of an eagle nest.

(h) Avoid the use of heavy equipment or loud machinery within 330 feet of an eagle nest.

(i) Avoid the use of netting adjacent to any water features to reduce risk of eagle entanglement.

*(4) Alteration of shorelines and water bodies .*

Conditions (a)-(d) are required for all nests, regardless of status. For nests that are occupied or status is unknown, conditions (e)-(f) are also required. To the maximum extent practicable, conduct alteration outside of the breeding season.

(a) Avoid draining or drawing down any existing waterbodies within 660 feet of an eagle nest at a rate faster than normal water usage or evaporation.

(b) When altering shoreline or waterbody boundaries or conducting any associated geotechnical work within 660 feet of an eagle nest, you must:

(i) Avoid work within 660 feet of the nest before and for two hours after sunrise also for two hours before and after sunset.

(ii) Initiate work within 660 feet of the nest as late in the breeding season as possible. Avoid conducting work within 660 feet of the nest during the first three months of the breeding season.

(iii) Initiate work and related activities within 330 feet of the nest outside the breeding season.

(iv) Initiate work at the furthest possible distance from the nest. Work toward the nest such that any activity to be conducted nearest to the nest occurs last.



### General Permit Requirements and Conditions:

(v) Minimize noise and visibility of exterior construction for activities that will occur within 660 feet of the nest. For example, create barriers using available natural and artificial barriers such as screening vegetation, topography, or vertical structures.

(c) Remove dams and other infrastructure for controlling water outside of the breeding season.

(d) To the maximum degree practicable, construct new dams and infrastructure for controlling water outside of the breeding season. If construction must occur during the breeding season, you must:

(i) Avoid construction within 660 feet of the nest before and for two hours after sunrise and also for two hours before and after sunset.

(ii) Initiate construction within 660 feet of the nest as late in the breeding season as possible. To the extent practicable, avoid conducting construction within 660 feet of the nest during the first three months of the breeding season.

(iii) Initiate construction and related activities within 330 feet of the nest outside the breeding season.

(iv) Initiate construction at the furthest possible distance from the nest. Work toward the nest such that any activity to be conducted nearest to the nest occurs last.

(v) Minimize noise and visibility of construction for activities that will occur within 660 feet of the nest. For example, create barriers using available natural and artificial barriers such as screening vegetation, topography, or vertical structures.

(e) Design and construct new, or modifications to existing, water bodies in a manner that protects the nest tree, including all practicable measures to protect soil and prevent erosion that would destabilize the tree.

#### (5) *Alteration of Vegetation.*

Conditions (a)-(e) are required for all nests, regardless of status. For nests that are occupied or status is unknown, condition (f) is also required. To the maximum extent practicable, conduct vegetation alteration outside of the breeding season. You must also, to the extent practicable:

(a) Minimize the amount of tree or significant vegetation removal within 660 feet of the nest.

(b) Avoid clearcutting trees within 330 feet of the nest tree at any time.



**General Permit Requirements and Conditions:**

(c) Retain the maximum number of mature trees practicable within 660 feet of the nest. Prioritize retaining mature trees within 330 feet of the nest, trees adjacent to foraging areas, and trees with documented use as perch or roost trees.

(d) Take every practical precaution, such as using a professional tree service, to fell trees near the nest tree in such a way that they do not contact the nest tree, especially the crown of the nest tree.

(e) Remove vegetation for chipping, burning, or other disposal methods that may cause disturbance at least 660 feet from the nest.

(f) If conducting timber operations or forestry, avoid new construction of log transfer facilities, in-water log storage areas, new road construction, and chain saw or yarding operations within 330 feet of the nest.

(g) For any vegetation removal that must occur during the breeding season within 660 feet of the nest, begin at the furthest possible distance from the nest and work toward the nest such that any removal to be conducted nearest to the nest occurs last.

(6) *Prescribed Burns.*

Conditions (a)-(d) are required for all nests, regardless of status. For nests that are occupied or status is unknown, conditions (e) and (f) are also required. You must, to the extent practicable:

(a) Conduct prescribed burns outside of the breeding season. If prescribed burns are conducted during the breeding season, you must document in writing with a justification as to why (e.g., human safety, federal mandates).

(b) Remove fuels (e.g., leaves, woody debris) near the nest tree to avoid fire climbing the tree. This includes fuels that present a hazard to the nest tree, fuels that are on or close to the bole of the nest tree, and fuels that may loft embers near the nest tree such as palm trees or high shrubs or bushes. To the extent practical, this measure must be performed outside of the breeding season or when the eagle nest is not occupied.

(c) Avoid creating new fire breaks or fire lines within 660 feet of any bald eagle nest at any time of year. Perform maintenance on any pre-existing fire breaks within 660 feet of a bald eagle nest outside of the breeding season or when the eagle nest is not occupied.

(d) Utilize smoke management and ignition techniques that minimize the amount and duration of flame and smoke impacts to the nest (e.g., igniting a backing or flank fire).



**General Permit Requirements and Conditions:**

(e) Minimize the presence of and any activities of ground crews within 660 feet of the nest.

(f) Do not conduct a prescribed burn during weather and wind conditions that are likely to expose the nest to fire or smoke.

(g) You are authorized for the incidental take of eagle nests that occurs during a prescribed burn, provided that incidental take occurs after application of all avoidance and minimization measures. This authorization does not include take caused by lack of due diligence or negligence; for example, failure to identify nest locations prior to conducting an activity.

*(7) Motorized and Nonmotorized Recreation.*

No measures are required for unoccupied nests. For nests that are occupied or status is unknown, you must, to the extent practicable:

(a) Install signs to create a minimum 330 feet nest buffer around the nest. Signs may be temporary or permanent. Signs should inform recreationists that they are entering an important eagle use area, unless you document doing so is likely to increase risk to eagles.

(b) Close trails, roads, or boat launch areas within 660 feet of the nest. You may reduce this buffer if adult eagles have shown tolerance to use, and you document how you have determined eagles are tolerant to use.

(c) If visiting recreationists are likely to engage in eagle watching, either set up an area for recreationists to view the nest from greater than 660 feet or instruct recreationists to remain at least 330 feet from the nest and observe eagles from their vehicles or from behind natural or artificial barriers. If eagles have demonstrated tolerance, viewing can occur at closer distances. You must document how you have determined eagles are tolerant to viewing within 330 feet.

(d) Do not authorize recreational activities such as camping (including campfires), boating, fishing, and hunting within 330 feet of a nest. You may reduce this buffer if adult eagles have shown tolerance to use, and you document how you have determined eagles are tolerant to use.

*(8) Aircraft operation.*

No measures are required for unoccupied nests. For nests that are occupied or status is unknown, you must, to the extent practicable: (a) Avoid any helicopter and fixed-wing aircraft flights within 1,000 feet of an eagle nest during the first three months of the breeding season or until the adults are observed in incubating position.



**General Permit Requirements and Conditions:**

(b) Avoid helicopter and fixed-wing aircraft flights within 1,000 feet of an eagle nest at a frequency more than once per day.

(c) Minimize the duration that any helicopter and fixed-wing aircraft spends within 1,000 feet of an eagle nest, not to exceed 3 minutes when passing within 1,000 feet of an eagle nest.

(d) This permit does not authorize disturbance with unmanned aircraft systems (i.e., UAS or drones). Any UAS use must be in a manner that does not cause disturbance, as defined in 50 CFR 22.6.

(9) *Blasting and other loud intermittent activity.*

No measures are required for unoccupied nests. For nests that are occupied or status is unknown, you must, to the extent practicable:

(a) Avoid blasting and any activities that produce other loud intermittent noise within one-half-mile of the nest during the breeding season. If occupancy is known, conduct blasting activities only during the period between when eggs are laid (e.g., adults are incubating position) to when nestlings are at least nine weeks old. Nestling age can be determined by size (i.e., approaching adult size) and posture (e.g., erect, starting to stand on edge of nest).

(b) Use all available methods and technology to reduce the noise generated by your activity. These may include but are not limited to blast mats, vibratory pile driving, or constructed sound barriers.

**D. Monitoring.** You must, to the maximum degree practicable, observed the permitted eagle nest, sufficient to:

(1) Determine nest status (i.e., occupied or unoccupied) during the breeding season (see Table 1), and

(2) If occupied, determine nest fate (i.e., fledged young or failed to fledge young).

Observations must be performed in a manner that does not cause additional disturbance to breeding eagles. For example, observe the nest from beyond 660 feet or from behind screening vegetation or structures.

**E. Reporting.** You must submit an annual report of nest status and, if occupied, nest fate using Form 3-202-15 (Eagle Incidental Take Annual Report). Your annual report is due within 30 days of the expiration of your permit or prior to requesting renewal of your permit, whichever is first. An annual report is required, even if no eagle activity was observed or no activities were conducted.



General Eagle Permit - Disturbance Take - Commercial

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**Version Number:** 0

**Effective:** 2025-09-01 **Expires:** 2026-08-31

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## **General Permit Requirements and Conditions:**

**F. Subpermittees.** You may designate subpermittees to conduct some or all of your permitted activities. A subpermittee is an individual to whom you have provided written authorization to conduct some or all of the permitted activities in your absence. Authorized subpermittees are any person who is (1) employed by or under contract to you for the activities specified in this permit, or (2) otherwise designated a subpermittee by you in writing. As the permittee, you are legally responsible for ensuring that your subpermittees are adequately trained and adhere to the terms of your permit.

You and any subpermittees must carry a legible paper or electronic copy of this permit and subpermittee designation letter and display it upon request whenever you are exercising its authority. Subpermittees must be at least 18 years of age. You are responsible for maintaining current records of who you have designated as a subpermittee, including copies of any designation letters provided to individuals not named above.

## **G. Other Conditions.**

(1) You must comply with all of the regulations and permit conditions in 50 CFR parts 10, 13, 21, and 22.

(2) You must keep records of all activities conducted under this permit, including any subpermittee activities carried out under the authority of this permit (see 50 CFR § 13.46).

(3) By accepting this permit, you are authorizing the Service to inspect the location and records relating to the activity (see 50 CFR § 13.21(e)). Service or Service contractors may require access to your project site to ensure general permitting is consistent with eagle preservation. The Service will provide reasonable notice for requests to access sites and negotiate with the permittee about practicable and appropriate access conditions to protect human health and safety and address physical, logistical, or legal constraints.

(4) You are responsible for ensuring that the permitted activity complies with all Federal, Tribal, State, and local laws. This permit is not valid if implementing any of its provisions may affect a listed, proposed, or candidate species or designated or proposed critical habitat under the federal Endangered Species Act, nor has the potential to cause effects to cultural resources or historic properties protected by the National Historic Preservation Act.

(5) The Service may amend, suspend, or revoke a permit issued under this subpart if new information indicates that revised permit conditions are necessary, or that suspension or revocation is necessary, to safeguard local or regional eagle populations. This provision is in addition to the general criteria for amendment, suspension, and revocation of Federal permits set forth in 50 CFR § 13.23,



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13.27, and 13.28. General permits cannot be amended by the permit holder.

(6) Notwithstanding the provisions of 50 CFR § 13.26, you remain responsible for all outstanding monitoring requirements and mitigation measures required under the terms of the permit for take that occurs prior to cancellation, expiration, suspension, or revocation of the permit.

(7) The Service will regularly evaluate whether the take of bald eagles authorized under general permits remains compatible with the preservation of eagles. If the Service finds, through the best available information, that the general permit program is not compatible with the preservation of bald eagles and golden eagles, the Service may suspend issuing general permits in all or in part after publishing a notice in the Federal Register. If the Service suspends general permitting, take currently authorized under this general permit remains authorized until expiration unless you are notified otherwise.

**Table 1. Bald eagle breeding season dates by state or portions of states.**

State	Breeding Season		State	Breeding Season	
	Beginning	Ending		Beginning	Ending
Alabama	1-Oct	30-May	Nebraska	1-Dec	15-Jul
Alaska	1-Mar	31-Aug	Nevada	1-Dec	31-Jul
Arizona	15-Oct	15-Jul	New Hampshire	15-Feb	15-Aug
Arkansas	1-Nov	30-Jun	New Jersey	1-Jan	31-Jul
California	1-Dec	15-Aug	New Mexico	15-Oct	15-Jul
Colorado	1-Dec	31-Jul	New York	1-Jan	31-Aug
Connecticut	1-Jan	31-Jul	North Carolina	1-Nov	30-Jun
Delaware	15-Dec	30-Jun	North Dakota	15-Jan	31-Aug
District of	15-Dec	15-Jul	Ohio	1-Jan	31-Jul



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Columbia					
Florida	1-Oct	30-May	Oklahoma – except panhandle	1-Oct	30-May
Georgia	1-Oct	30-May	Oklahoma – panhandle only	15-Oct	15-Jul
Idaho	1-Jan	15-Aug	Oregon	1-Jan	15-Aug
Illinois	15-Dec	31-Jul	Pennsylvania	1-Jan	31-Jul
Indiana	15-Dec	31-Jul	Rhode Island	1-Jan	31-Jul
Iowa	1-Jan	31-Jul	South Carolina	1-Oct	30-May
Kansas	1-Dec	31-Jul	South Dakota	15-Jan	31-Aug
Kentucky	1-Nov	15-Jul	Tennessee	1-Nov	30-Jun
Louisiana	1-Oct	30-May	Texas – east of 100th meridian	1-Oct	30-May
Maine	1-Feb	30-Aug	Texas – west of 100th meridian	15-Oct	15-Jul
Maryland	15-Dec	30-Jun	Utah	1-Dec	31-Jul
Massachusetts	15-Jan	31-Aug	Vermont	1-Feb	15-Aug
Michigan	15-Jan	15-Aug	Virginia	15-Dec	15-Jul
Minnesota	15-Jan	15-Aug	Washington	1-Jan	15-Aug
Mississippi	1-Oct	30-May	West Virginia	1-Dec	15-Jul
Missouri	15-Dec	15-Jul	Wisconsin	15-Jan	15-Aug



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**General Permit Requirements and Conditions:**

Montana	15-Jan	31-Aug	Wyoming	1-Jan	15-Aug
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**ANNEXATION AND DEVELOPMENT AGREEMENT**

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the 13 day of October, 2020 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"); and EAGLE RIVER COMMERCIAL LLC, a Colorado limited liability company ("ERC") with an address of 232 West Meadow Drive, Vail, Colorado 81657, GRIFFIN DEVELOPMENT LLC, a Colorado limited liability company ("Griffin") with an address of P.O. Box 3149, Vail, Colorado 81658, and RED MOUNTAIN RANCH PARTNERSHIP, LLLP, a Colorado limited liability limited partnership ("RMR") with an address of 232 West Meadow Drive, Vail, Colorado 81657 (collectively "Developer") (each a "Party" and collectively the "Parties").

WHEREAS, collectively, Developer owns approximately 106.218 acres of real property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Developer desires to annex the Property to the Town and thereafter develop the Property (the "Development"), and on July 10, 2020, Developer refiled a Petition for Annexation with the Town;

WHEREAS, specifically, Griffin owns Planning Area 1, ERC owns Planning Area 2, and RMR owns Planning Areas 3-6 of the Development;

WHEREAS, contemporaneously with the annexation of the Property, the Town is zoning the Property Planned Unit Development (the "PUD"), which zoning includes a Planned Unit Development Guide (the "PUD Guide") for the Property;

WHEREAS, pursuant to Resolution No. 41, the Town's Board of Trustees found that the Property is eligible for annexation to the Town pursuant to C.R.S. §§ 31-12-104 and 105; and

WHEREAS, the Parties wish to set forth their understanding of the terms and conditions upon which the Property will be annexed to the Town and the Development will proceed.

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

1. **Purpose.** The purpose of this Agreement is to set forth the terms under and conditions which the Property will be annexed to the Town and the Development will proceed. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Code and other applicable law.
2. **Annexation.** The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended.

Eagle County, CO  
Regina O'Brien  
Pgs: 35  
REC: \$183.00  
DOC: \$0.00

**202021008**  
11/10/2020  
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3. Term and Termination.

a. This Agreement shall commence on the Effective Date, and shall continue for 20 years from the Effective Date, unless otherwise terminated as provided herein (the "Term"). If the PUD Guide is not approved by the Town or is successfully challenged, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

b. If any judicial proceeding or other legal action is brought by a third party, including referendum or initiative, that challenges this Agreement, the annexation of the Property to the Town, the PUD Guide or any of the Town's resolutions or ordinances, this Agreement will remain in full force and effect through and until the 31<sup>st</sup> day following entry of a final, non-appealable order resolving such legal action, unless earlier terminated or modified by a written amendment signed by the Parties. However, to the extent any Development Permits, building permits, or any other approval necessary for the Development are delayed or withheld due to the legal action described above, any obligations of Developer under this Agreement shall be tolled until resolution of such legal action.

c. For purposes of this Agreement, "Legal Challenge Period" means the period of time commencing upon the date of final approval by the Board of Trustees of the PUD and ending on the 31<sup>st</sup> day thereafter.

4. Reserved Rights. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its residents.

5. Developer's General Obligations.

a. *No Obligation to Develop.* Developer shall have no obligation under this Agreement to develop all or any portion of the Project and shall have no liability under this Agreement to the Town or any other person or entity for its failure to commence or complete the Development, except as expressly provided herein.

b. *Plans.* With input from the Town, Developer shall prepare all applications and related plans for the Project at Developer's sole cost, which applications and related plans shall comply with the PUD Guide.

c. *Construction of Public Improvements.* The Property may be further subdivided to allow for appropriate development creation of open space parcels and ownership transfers of parcels, tracts and lots, in accordance with the Code. In consideration for the Town's approval of each Development Permit, Developer shall construct and install all of the public improvements required for that subdivision in accordance with the PUD Guide, the Town's applicable ordinances, codes and regulations and all other applicable law. With each Development Permit, Developer shall submit a subdivision improvement agreement, in a form approved by the Town,

to guarantee the construction of the public improvements associated with that Development Permit application.

d. *Reimbursement of Costs.* Developer shall pay to the Town the actual cost incurred by the Town in connection with the annexation, the Development and the PUD Guide pursuant to and in accordance with the Agreement for Payment of Development Review Expenses Incurred by the Town, dated June 2, 2017, by and between the Town and RMR.

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

f. *Joint and Several Liability.* ERC, Griffin and RMR shall be jointly and severally liable for all obligations of Developer under this Agreement.

g. *Transportation Issues.* Developer has applied for access permits from the Colorado Department of Transportation ("CDOT") for Planning Areas 1-6 as shown on Exhibit B. All required access permits shall have been issued by CDOT prior to submittal of the first application for a Development Permit for the Development. Prior to issuance of the first Development Permit for the Development, Developer shall grant associated access easements to the Town, which will be located within the 50-foot setback from the Highway 6 right-of-way line. Developer also acknowledges that it may need to convey additional land within the Property to the Town for the construction of roadway improvements on Highway 6, as required by CDOT.

6. Specific Improvements.

a. *Water Main Extension.*

i. Developer shall install a water main extension to the eastern end of the Property, designated as Planning Area 6 in accordance with the PUD Guide and Chapter 12.08 of the Code. Although the water main extension shall be dedicated to the Town and operated and maintained by the Town, Developer shall bear all costs of operation,

maintenance, repair and replacement of the water main extension until such time as the water main extension is completed and looped through Planning Area 6 such that water service in Planning Area 6 is tied back into the Town's public water system (the "Looped System"). To ensure payment of these costs, Developer shall post a form of security, acceptable to the Town. The Town shall have the right, at any time, to inspect the water main.

ii. The Town is not obligated to provide potable water service to any Planning Area until the Town has inspected and approved the construction of the water main extension through the subject Planning Area. Each phased extension shall be subject to a 2-year warranty and security as set forth in the applicable subdivision improvement agreement.

iii. Upon completion of the Looped System, the Town shall inspect the Looped System, and if the Town is satisfied that the Looped System complies with the PUD Guide and the Code, the Town will take ownership of the Looped System, and assume all costs of operation and maintenance.

iv. Until the Looped System is complete, Developer shall install a water meter at the end of the line and the Town shall flush the line at a frequency as required to meet State safe water drinking standards. So long as any portion of the water main line is not looped, Developer shall be responsible for payment of the flushed water at the then applicable Town bulk water rate, and all such costs shall be paid within 7 days of receipt of an invoice from the Town for the same.

v. At the time of final approval of a subdivision plat or other Development Permit for other properties that use the Looped System, the Town will use its best efforts to require, as a condition of approval, a proportional reimbursement to Developer. Nothing contained in this Agreement shall operate to create an obligation on the part of the Town to pay or reimburse any costs to Developer in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the properties or property owners that use the Looped System.

b. *Wastewater.*

i. Developer shall construct a private wastewater collection system for Planning Areas 1-6 with lift stations. The plans for the private wastewater collection system shall be submitted to the Town for review and approval for each Planning Area with the application for the associated Development Permit.

ii. Developer shall be responsible for operation and maintenance of the private wastewater collection system, provided that Developer may transfer operation and maintenance responsibilities to the Metro District, or if no Metro District is established, to another entity satisfactory to the Town in the Town's sole discretion. In no case shall the private wastewater collection system be operated or maintained by a homeowners' association. The entity responsible for the private wastewater collection system shall be

established and approved by the Town prior to submittal of the application for the first Development Permit for the Development.

iii. Once constructed pursuant to the Town's standards and specifications and approved by the Town (which construction and approval may occur in phases), the private wastewater collection system shall be connected to the Town's public wastewater collection system.

iv. The Town shall never be responsible for the ownership, operation or maintenance private wastewater collection system.

c. *Discovery Trail.* Developer shall construct a soft surface trail for pedestrian use and public access to the Eagle River (the "Discovery Trail"), in the exact location to be determined at the time of each applicable Development Permit application, in compliance with the PUD Guide. Construction of Discovery Trail in each Planning Area shall occur as that Planning Area develops, and the Town shall grant Developer necessary temporary construction easements over any Town-owned property traversed by Discovery Trail. Following acceptance by the Town of Discovery Trail in a Planning Area, Developer shall grant, for the use and benefit of the public, a perpetual and non-exclusive easement to the Town, provided that Developer shall remain responsible for maintenance of Discovery Trail until Developer transfers the maintenance responsibility to a Homeowners' Association or nonprofit corporation under a maintenance agreement approved by the Town, which approval shall not be unreasonably withheld.

## 7. Districts.

a. *Metropolitan District.* Subject to applicable law, Developer may form a metropolitan district (the "Metro District") to finance, acquire, design, construct, operate and maintain improvements required for the Development. The Town will not unreasonably withhold its approval of the service plan for the District. Further, the Town agrees that the District may exercise any and all powers and functions permitted by law in accordance with its service plan, including the provision of facilities and services to the Development. If the Metro District wishes to assume maintenance of any improvements otherwise being maintained by Developer, such assumption shall be subject to the Town's prior approval.

b. *Other Districts.* In addition to the Metro District, to facilitate financing, maintenance, and development of the Public Improvements, the Parties may agree to create one or more additional general improvement districts pursuant to C.R.S. § 31-25-601, *et seq.*, or one or more special improvement districts pursuant to C.R.S. § 31-25-501, *et seq.*

## 8. RAMP.

a. Prior to submission of the first Development Permit application for the Development, Developer shall provide to the Town for review and approval a Riparian Area Management Plan ("RAMP"), which shall apply to all riparian and floodplain areas on the Property. The RAMP shall include the following provisions, at a minimum:

- i. Identification of riparian areas in Planning Areas 1-6;
- ii. Description of permitted uses and measures for protection and preservation of the functions and values of the riparian corridor, including a monitoring, ownership and maintenance of open space and any improvements located on those areas that are included in the RAMP;
- iii. Identification of riparian areas and recommendations for seasonal closures due to wildlife concerns, the location of trails, multi-use paths, bridges, boardwalks, river access, shelters, boat ramps, utilities, and other facilities, away from the most sensitive wetlands and wildlife habitats, and integrating the existing public fishing easement;
- iv. Identification of areas in need of restoration and noxious weed management;
- v. Specifications for riparian enhancement plantings;
- vi. Description of acceptable landscaping, improvements and grading activities, as well as permitted uses in riparian and floodplain areas;
- vii. Management practices for removing trash and debris, including plans for dog waste bags and signage;
- viii. A snow storage plan designed to prevent snow storage in riparian areas or the floodplain; and
- ix. An information campaign.

b. The RAMP shall name the Town as a beneficiary and shall provide rights of the Town to enforce the RAMP. The RAMP shall require the Town to provide notice of default to the Developer and shall provide a reasonable period to cure such default, which period shall be not less than 30 days or such additional time as appropriate if 30 days is inadequate. The RAMP shall provide the Town with the right to enter the riparian area and take corrective action if any default is not cured, and the right to recover costs for any enforcement.

9. River Access. Any land other than Parcel 5B that is conveyed to the Town or other local government or non-profit entity for open space on which public access is granted, on lands not within the Colorado Parks and Wildlife ("CPW") easement area, and which includes the Eagle River or access to the Eagle River, shall contain the following restrictions, provided that the Town shall not be responsible for any enforcement of such restrictions:

- a. Fishing shall be allowed by fly fishing and catch and release only, and no commercial guided fishing shall be allowed.
- b. Public access for fishing shall be subject to the designated CPW RAMP access points and subject closure as recommended by the Colorado Parks and Wildlife due to high water temperatures to protect trout; and

c. In-stream habitat restoration and enhancement for fish population may take place at such time as non-potable diversion improvements are constructed or such time as the boat ramp is constructed.

10. Open Space.

a. *Parcel OS1.* Developer shall convey Parcel OS1 to the Town by special warranty deed within 30 days after issuance of the first Development Permit for Planning Area 1, or within 10 years of the Effective Date, whichever occurs first. The conveyance of Parcel OS1 shall be subject to reserved easements as necessary for utilities, wastewater and storm water facilities to serve the Development. The Town acknowledges that there will be no legal access to Parcel OS1 until Developer constructs such access over and across Planning Area 1. Parcel OS1 shall be used for open space purposes only, subject to a restrictive covenant executed by the Town and Developer governing the uses of Parcel OS1.

b. *Parcels OS2, OS4, OS6, OS7, OS8, and OS9.* Parcels OS2, OS4, OS6, OS7, OS8 and OS9 shall be owned and maintained by a Homeowners' Association. The purpose of these parcels shall be for recreation, the Discovery Trail, soft surface trails with limited river access points, maintenance of Colorado Parks and Wildlife public fishing easements, and natural vegetation management and removal of non-native species to maintain health of the ecosystem and planting of native vegetation.

c. *Parcel OS5.* Developer shall convey Parcel OS5 to Walking Mountains Science Center, a 501(c)(3) nonprofit organization, or a similar nonprofit organization providing environmental science education approved by the Town. The purpose of Parcel OS5 shall be to provide open space on both sides of the Eagle River in conjunction with the environmental education facility located on Parcel C/PUD-2 for recreation, the Discovery Trail, interpretive signs, a pedestrian bridge over the Eagle River, soft surface trails with limited river access points, and natural vegetation management and removal of non-native species to maintain health of the ecosystem and planting of native vegetation.

d. *Parcel OS3.* Developer shall convey Parcel OS3 to the Town by special warranty deed within 30 days after issuance of the first Development Permit for the Development, or within 10 years of the Effective Date, whichever occurs first. The purpose of Parcel OS3 shall be for unimproved passive, non-motorized recreation including soft trails, excluding paved trails, roads, above ground structures or hunting. Parcel OS3 shall be used for open space purposes only, subject to a restrictive covenant executed by the Town and Developer governing the uses of Parcel OS3.

e. *Parcel 5B.* Developer shall convey Parcel 5B to the Town by special warranty deed within 30 days after issuance of the first Development Permit for Planning Areas 4, 5 or 6, or within 10 years of the Effective Date, whichever occurs first. The conveyance of Parcel 5B shall be subject to a reserved easement for utilities and drainage. Developer shall provide an access from Highway 6 to Parcel 5B upon issuance of the first Development Permit for Planning Area 4, and shall provide an associated access easement to the Town. Parcel 5B shall be used for open

space purposes only, subject to a restrictive covenant executed by the Town and Developer governing the uses of Parcel 5B.

f. *Satisfaction of Code Requirements.* The conveyance of property described in this Section shall constitute complete satisfaction of the Municipal and Park Land dedication requirements of Code § 4.13.190.

11. Impact Fees. At the time of issuance of each building permit, under the Code in effect at the time of the building permit application, Developer agrees to pay the associated impact fees, including without limitation the following:

a. *Schools.* Developer shall pay cash-in-lieu of conveyance of school lands in accordance with Code § 4.13.080.D, as amended.

b. *Streets.* Developer shall pay the Street Improvement Fee in accordance with Code § 4.13.220, as amended.

c. *Fire.* Developer shall pay the Fire Protection Impact Fee in accordance with Code § 4.13.230, as amended.

d. *Public Safety.* Developer shall pay the Public Safety Impact Fee in accordance with Code § 4.13.250, as amended.

e. *Other.* Developer shall pay such other impact fees as lawfully imposed by the Town.

12. Local Employee Residences. Developer shall provide a cash-in-lieu payment for local employee residences in the amount of \$750,000, payable as follows: \$375,000 paid within 7 days after expiration of the Legal Challenge Period; and \$375,000 paid within 3 years of the Effective Date. The payment described in this Section shall constitute complete satisfaction of the requirements of Code § 4.04.110 for the Development.

13. Water and Wastewater.

a. *Tap Fees.* Water and wastewater tap fees shall be paid with each building permit application, at the rates in place at the time of such application.

b. *Water Rights.*

i. The maximum approved density for the Development is 153 units and 113.1 EQR. Within 7 days after expiration of the Legal Challenge Period, Developer shall convey to the Town, via Special Warranty Deed, all water rights historically used upon the Property, plus any additional water needed to meet the Code requirement of 0.95 acre-feet/EQR for potable water service and water necessary for the raw water irrigation system, as outlined below. The Development shall provide raw water irrigation for all permanently irrigated residential landscape area, 3.39 acres, for which Code § 12.16.060 allows a credit

of 14.76 EQR. The potable water dedication is therefore based on 98.34 EQR, which requires dedication of 93.42 acre-feet of historic consumptive use credits. The Development includes an additional 1.31 acres of raw water irrigation in parks and other open space areas for a total of 4.70 acres. The raw water irrigation requirement is 8.13 acre-feet, based on a quantified HCU of 1.73 acre-feet per acre in Case No. 84CW659, which is sufficient to irrigate this acreage. Therefore, the total required water rights conveyance amount is 101.55 acre-feet.

ii. Parcels 1-6 of the Development have associated senior water rights of 48.2 acre-feet of consumptive use from the Wilkinson Ditch and 17.01 acre-feet of consumptive use from the Warren Ditch for a total of 65.21 acre feet. The remaining balance of 36.34 acre-feet shall be conveyed by Developer from water rights associated with the parcel previously conveyed to the Eagle County School District for which Developer retained the water rights, for a total of 101.55 acre feet.

iii. To satisfy non-irrigation season needs, upon the effective date of the annexation of the Property to the Town, Developer shall pay to the Town a one-time fee at the non-irrigation season rate of \$7,000 per 0.05 acre-feet x 113.1 EQR, for a total of \$39,585.

iv. Upon the conveyances in this Section, there are no additional water rights associated with the Property and available for purchase by the Town in accordance with Code § 12.26.070.

v. Developer shall reimburse the Town for any and all costs and fees, including engineering and legal fees, associated with the necessary water court applications to change the dedicated water rights for use within the Town's potable water system and any changes necessary for the operation of the raw water irrigation system. Within 45 days of the effective date of the annexation of the Property to the Town, the Town and Developer shall enter into a lease whereby the Town will lease to Developer the water rights to be used in the raw water irrigation system.

14. Homeowners' Associations. Developer may create no more than 3 Homeowners' Associations for Planning Areas 1-6, which shall be subject to review and approval by the Town. Each Association shall assume the obligation to maintain common areas, including without limitation private roads, common landscaping, trails, sidewalks, signage, drainage facilities, and riparian areas.

15. Real Estate Transfer Assessment. Within 30 days after the expiration of the Legal Challenge Period, Developer shall record a covenant against the Property requiring payment of a real estate transfer assessment in the amount of 0.4% of the consideration paid for each non-exempt transfer of any real property in the Development (the "RETA"). The covenant shall be in substantially the form attached hereto as Exhibit C and incorporated herein by this reference. The funds collected from the RETA shall be transmitted to the Town, to be deposited in the general fund and used for public purposes as the Town determines necessary.

16. Vested Rights.

a. The PUD Guide shall constitute a Site Specific Development Plan under the Code and C.R.S. § 24-68-101, *et seq.* Developer shall have a vested property right to undertake and complete the Development and use the Property under the terms and conditions set forth in the PUD Guide. The vested rights shall continue for 10 years from the Effective Date, provided that, if within such 10-year period, the Town has granted initial acceptance of the water main extension through Planning Area 1, the term of the vested rights shall be extended to 20 years from the Effective Date.

b. After expiration of the Term, the vested rights shall be deemed terminated and of no further force or effect, provided that termination of the vested rights shall not affect any common law vested rights obtained prior to such termination, or any right, whether characterized as vested or otherwise, arising from this Agreement, the ordinance adopted to create the zoning classification for the Property, or from Town permits, approvals, or other entitlements for the Property that were granted or approved prior to, subsequent to, concurrently with the approval of this Agreement, including Developer's complete satisfaction of the requirements of Code § 4.04.110 for the maximum approved density (*i.e.*, 153 units) for the Property.

c. The establishment of vested rights shall not preclude the application of regulations of general applicability, including without limitation the application of local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the Effective Date or as enacted or amended after the Effective Date.

17. Indemnification. Developer agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, in connection with, or on account of the performance of work in the Development by Developer, or its agents, contractors or employees pursuant to this Agreement, except to the extent any such claims, costs or liability arises from the negligent or intentional act or omission of the Town. Developer's obligation to indemnify the Town shall survive termination of this Agreement.

18. Remedies.

a. *Town.* The Town's remedies against Developer for Developer's breach of this Agreement include without limitation: the refusal to issue any Development Permit relating to property located within any Planning Area affected by such breach; the refusal to issue any building permit or certificate of occupancy for property located within any Planning Area affected by such breach; the revocation of any building permit in any Planning Area affected by such breach which was previously issued, but under which construction directly related to such building permit has not commenced; and any other remedy available at law.

b. *Developer.* Developer's remedies against the Town for the Town's breach of this Agreement are limited exclusively to breach of contract. In no event shall Developer be entitled to specific performance, economic damages, lost profits, consequential damages or punitive damages of any kind.

c. *Notice of Breach.* In the event of a breach by either Party, the non-breaching Party shall deliver written notice to the breaching Party of such breach and the breaching Party shall have 30 days from the date of such notice to cure the breach. If the breach is not cured, the non-breaching Party is entitled to the remedies specified above.

d. *Attorney Fees and Costs.* In the event that any Party to this Agreement is required to commence legal action to enforce this Agreement, each Party shall be responsible for its own attorney fees and expenses in connection with such action.

19. 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 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 shall be assigned by either Party without the written consent of the other. Notwithstanding the foregoing, Developer may assign this Agreement if the assignee executes an Assignment and Assumption of Development Agreement Rights and Obligations substantially in the form of Exhibit D, attached hereto and incorporated herein.

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

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

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

l. **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.

m. **Covenants.** The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town, unless this Agreement is otherwise terminated in accordance with its terms or by any Party pursuant to the terms of this Agreement. The benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the Parties to this Agreement, except as otherwise provided herein.

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

ATTEST:

  
\_\_\_\_\_  
Jenny Rakow, Town Clerk



THE TOWN OF EAGLE, COLORADO

  
\_\_\_\_\_  
Scott Turnipseed, Mayor

EAGLE RIVER COMMERCIAL LLC

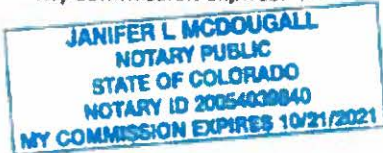
Mervin Lapin

STATE OF COLORADO )  
 )ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me this 15 day of September, 2020, by Mervin Lapin as Manager of EAGLE RIVER COMMERCIAL LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 10-21-2021



Janifer L. McDougall  
Notary Public

GRIFFIN DEVELOPMENT LLC

\_\_\_\_\_

STATE OF COLORADO )  
 )ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me this 15 day of September, 2020, by Mervin Lapin as Manager of GRIFFIN DEVELOPMENT LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

\_\_\_\_\_  
Notary Public

RED MOUNTAIN RANCH PARTNERSHIP

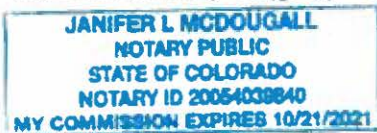
Mervin Lapin

STATE OF COLORADO )  
 )ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me this 15 day of September, 2020, by Mervin Lapin as Manager of RED MOUNTAIN RANCH PARTNERSHIP, LLLP.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 10-21-2021



Janifer L. McDougall  
Notary Public

EAGLE RIVER COMMERCIAL LLC

STATE OF COLORADO )  
 )ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of EAGLE RIVER COMMERCIAL LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
GRIFFIN DEVELOPMENT LLC



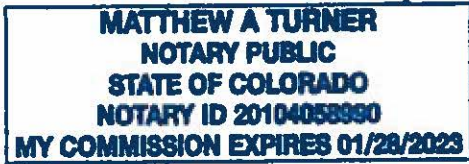
STATE OF COLORADO )  
 )ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me this 15 day of September, 2020, by Rodrigo Cortina as Manager of GRIFFIN DEVELOPMENT LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: January 28, 2023

\_\_\_\_\_  
Notary Public



\_\_\_\_\_  
RED MOUNTAIN RANCH PARTNERSHIP

STATE OF COLORADO )  
 )ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of RED MOUNTAIN RANCH PARTNERSHIP, LLLP.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### Legal Description

A parcel of land situate in Sections 26, 27, 33, and 34, Township 4 South, Range 84 West, of the Sixth Principal meridian, being a portion of Tracts 58, 59 and 70, of said Township and Range, County of Eagle, State of Colorado, being a portion of those lands described in Land Survey Plat No. 574, 575, and 576, as deposited in the Eagle County Eagle County Land Survey Plat Records, more particularly described as follows:

Beginning at a point on the south line of Highway 6 right of way and subject property; thence departing said south line S 73°54'09" E, 166.17 feet; thence N 83°53'51" E, 164.57 feet; thence N 03°16'32" E, 207.75 feet; thence N 88°53'49" E, 1444.68 feet; thence N 00°03'48" E, 1304.45 feet; thence N 89°56'08" E, 1452.88 feet; thence N 01°26'49" W, 410.52 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River S 74°05'42" E, 61.00 feet; thence N 89°29'45" E, 168.06 feet; thence N 60°21'13" E, 237.26 feet; thence N 41°29'08" E, 382.43 feet; thence N 36°38'50" E, 287.00 feet; thence N 47°37'56" E, 301.83 feet; thence N 53°45'25" E, 221.64 feet; thence N 56°52'49" E, 306.49 feet; thence N 67°43'57" E, 484.77 feet; thence S 85°00'54" E, 131.72 feet; thence S 75°53'38" E, 341.87 feet; thence N 83°57'06" E, 341.07 feet; thence N 71°13'40" E, 310.58 feet; thence N 57°40'11" E, 499.51 feet; thence N 42°33'26" E, 259.34 feet; thence N 32°48'52" E, 262.87 feet; thence N 21°21'27" E, 271.70 feet; thence N 18°01'29" E, 171.02 feet; thence N 38°30'11" E, 154.44 feet; thence N 52°40'07" E, 201.11 feet; thence departing said approximate centerline of the Eagle River N 26°50'41" W, 63.81 feet to the south line of Highway 6 right of way; thence along said south line of Highway 6 right of way S 63°08'01" W, 3932.72 feet; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 11410.00 feet, having a chord bearing of S 61°05'01" W and a chord distance of 816.31 feet, having a central angle of 04°06'00" and an arc length of 816.48 feet; thence S 59°02'01" W, 2572.80 feet; thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2242.00 feet, having a chord bearing of S 42°41'01" W and a chord distance of 1262.26 feet, having a central angle of 32°42'00" and an arc length of 1279.56 feet to a 1350; thence S 26°20'01" W, 267.31 feet to the Point of Beginning.

Containing 106.194 acres more or less.



<b>COLORADO DEPARTMENT OF TRANSPORTATION</b> <b>STATE HIGHWAY ACCESS PERMIT</b>		CDOT Permit No. <b>319170</b>
		State Highway No / Mp / Side <b>006E / 150.375 / Right</b>
Permit Fee <b>3/4/20 \$100.00</b>	Date of Transmittal <b>02/27/2020</b>	Region / Section / Patrol / Name <b>3 / 02 / 2M18 Derek Scavill</b>
		Local Jurisdiction <b>Eagle</b>

<b>The Permittee(s):</b>  Griffin Development, LLC 701 W. Lionshead Cr. Vail, Colorado 81657 (970) 476-2050	<b>The Applicant(s):</b>   
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.	
<b>Location:</b> Located on the south side of Hwy 006 E at city street Nogal Rd. and approximately 1950 feet east of MP 150	
<b>Access to Provide Service to:</b> (Land Use Code) <b>996 - Emergency Services Access</b>	(Size) (Units) <b>Less than 1 trip/day</b>
<b>Additional Information:</b>  Emergency Access	

**MUNICIPALITY OR COUNTY APPROVAL**  
 Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title
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Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature:	Print Name <b>RODRIGO CORTINA</b>	Date <b>2/28/20</b>
Co-Permittee Signature: (if applicable)	Print Name	Date

This permit is not valid until signed by a duly authorized representative of the Department.  
**COLORADO DEPARTMENT OF TRANSPORTATION**


Signature	Print Name	Title	Date (of Issue)
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Copy Distribution: Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer Previous editions are obsolete and may not be used Page 1 of 3 CDOT Form #181 5/07

<b>COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT</b>			CDOT Permit No. <b>319171</b>
			State Highway No / Mp / Side <b>006E / 150.570 / Right</b>
Permit Fee <b>\$0.00</b>	Date of Transmittal <b>02/27/2020</b>	Region / Section / Patrol / Name <b>3 / 02 / 2M16 Derek Scovill</b>	Local Jurisdiction <b>Eagle</b>

<b>The Permittee(s):</b>	<b>The Applicant(s):</b>
<p>Griffin Development, LLC 701 W. Lionhead Cr. Vail, Colorado 81657 (970) 476-2050</p>	
<p>Is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.</p>	
<p>Location: Closure located on the south side of Hwy 006 E approximately 1000 feet east of Nogal Rd. and 2950 feet east of MP 150</p>	
Access to Provide Service to: (Land Use Code)	(Size) (Units)
Additional Information:	
<u>Access Closure</u>	

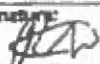

<b>MUNICIPALITY OR COUNTY APPROVAL</b>			
Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
<p>Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.</p> <p>The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.</p> <p>The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.</p>			
Permittee Signature: 	Permittee Print Name: <b>RODRIGO CORTINA</b>	Date: <b>2/26/20</b>	
Co-Permittee Signature: (if applicable)	Print Name	Date	

This permit is not valid until signed by a duly authorized representative of the Department.			
<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>			
Signature: 	Print Name: <b>BRIAN KILLIAN</b>	Title: <b>ACCESS MGR</b>	Date (of Issue): <b>2-5-2020</b>

Copy Distribution: Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer Previous editions are obsolete and may not be used Page 1 of 3 CDOT Form #181 5/07

<b>COLORADO DEPARTMENT OF TRANSPORTATION</b> <b>STATE HIGHWAY ACCESS PERMIT</b>			CDOT Permit No. <b>319172</b>
			State Highway No / Mp / Side <b>008E / 150.673 / Right</b>
Permit Fee <b>24720</b> \$300.00 <b>(2)</b>	Date of Transmittal <b>02/27/2020</b>	Region / Section / Patrol / Name <b>3 / 02 / 2M18 Derek Scovill</b>	Local Jurisdiction <b>Eagle</b>

<b>The Permittee(s):</b>  Griffin Development, LLC 701 W. Lionshead Cr. Vail, Colorado 81657 (970) 476-2050	<b>The Applicant(s):</b>  Is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing Authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.																					
<b>Location:</b> Located on the south side of Hwy 006 E approximately 1615 feet east of Nogal Rd. and 3580 feet east of MP 150																						
<table border="1"> <thead> <tr> <th>Access to Provide Service to: (Land Use Code)</th> <th>(Size)</th> <th>(Units)</th> </tr> </thead> <tbody> <tr> <td>210 - Single-Family Detached Housing 10 DU</td> <td>13</td> <td>DHV</td> </tr> <tr> <td>820 - Shopping Center 7,000 SF</td> <td>84</td> <td>DHV</td> </tr> <tr> <td>831 - Quality Restaurant 3,000 SF</td> <td>25</td> <td>DHV</td> </tr> <tr> <td>411 - City Park 1.8 Acres</td> <td>17</td> <td>DHV</td> </tr> <tr> <td>220 - Apartment 87 DU</td> <td>86</td> <td>DHV</td> </tr> <tr> <td style="text-align: right;"><b>TOTAL</b></td> <td><b>205</b></td> <td><b>DHV</b></td> </tr> </tbody> </table>		Access to Provide Service to: (Land Use Code)	(Size)	(Units)	210 - Single-Family Detached Housing 10 DU	13	DHV	820 - Shopping Center 7,000 SF	84	DHV	831 - Quality Restaurant 3,000 SF	25	DHV	411 - City Park 1.8 Acres	17	DHV	220 - Apartment 87 DU	86	DHV	<b>TOTAL</b>	<b>205</b>	<b>DHV</b>
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<b>TOTAL</b>	<b>205</b>	<b>DHV</b>																				
<b>Additional Information:</b> Development Mixed Use Access																						

<b>MUNICIPALITY OR COUNTY APPROVAL</b> Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature: 	Print Name: <b>RODRIGO CORTINA</b>	Date: <b>2/28/20</b>	
Co-Permittee Signature: (if applicable)	Print Name	Date	
This permit is not valid until signed by a duly authorized representative of the Department.			
<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>			
Signature: 	Print Name: <b>BRIAN KILLIAN</b>	Title: <b>ACCESS MGR.</b>	Date (of issue): <b>3-5-2020</b>

Copy Distribution: Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central File Make copies as necessary for: Local Authority Inspector Traffic Engineer Previous editions are obsolete and may not be used Page 1 of 3 CDOT Form #181 5/07

<b>COLORADO DEPARTMENT OF TRANSPORTATION</b> <b>STATE HIGHWAY ACCESS PERMIT</b>			COOT Permit No. <b>319173</b>
			State Highway No / Mp / Side <b>006E / 150.978 / Right</b>
Permit Fee <b>3/4/20 \$100.00</b>	Date of Transmittal <b>02/27/2020</b>	Region / Section / Patrol / Name <b>3 / 02 / 2M18 Derek Scovill</b>	Local Jurisdiction <b>Eagle</b>

<b>The Permittee(s):</b>  Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vall, Colorado 81657-5079 (970) 471-4224	<b>The Applicant(s):</b>  
Is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.	
Location: Located on the south side of Hwy 008 E approximately 3175 feet east of Nogal Rd. and 70 feet west of MP 151	
Access to Provide Service to: (Land Use Code) <b>996 - Emergency Services Access</b>	(Size) (Units) <b>Less than 1 trip/day</b>
Additional Information:  <b>Emergency Access</b>	

<b>MUNICIPALITY OR COUNTY APPROVAL</b> Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature:	Print Name	Date	
	<b>MARYN LAPIN</b>	<b>2-28-20</b>	
Co-Permittee Signature: (if applicable)	Print Name	Date	

This permit is not valid until signed by a duly authorized representative of the Department.			
<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>			
Signature	Print Name	Title	Date (of Issue)
	<b>BRIAN KILLIAN</b>	<b>ACCESS MGR</b>	<b>3-5-2020</b>

Copy Distribution: Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer Previous editions are obsolete and may not be used Page 1 of 3 COOT Form #191 5/07

<b>COLORADO DEPARTMENT OF TRANSPORTATION</b> <b>STATE HIGHWAY ACCESS PERMIT</b>			CDOT Permit No. <b>319174</b>
			State Highway No / Mp / Side <b>006E / 151.200 / Right</b>
Permit Fee <b>24/20 \$300.00</b>	Date of Transmittal <b>02/27/2020</b>	Region / Section / Patrol / Name <b>3 / 02 / 2M18 Derek Scovill</b>	Local Jurisdiction <b>Eagle</b>

<b>The Permittee(s):</b>  Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vail, Colorado 81657-5079 (970) 471-4224	<b>The Applicant(s):</b>  																		
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Location: Located on the south side of Hwy 006 E approximately 4355 feet east of Noyal Rd. and 1100 feet east of MP 151																			
<table border="1"> <thead> <tr> <th>Access to Provide Service to: (Land Use Code)</th> <th>(Size)</th> <th>(Units)</th> </tr> </thead> <tbody> <tr> <td>210 - Single-Family Detached Housing 44 DU</td> <td>50</td> <td>DHV</td> </tr> <tr> <td>220 - Apartment Low-rise 6 DU</td> <td>7</td> <td>DHV</td> </tr> <tr> <td>Nature Center (6,000 SF)</td> <td>16</td> <td>DHV</td> </tr> <tr> <td>Boat Ramp (12 Trailer Spaces)</td> <td>33</td> <td>DHV</td> </tr> <tr> <td style="text-align: right;"><b>Total</b></td> <td><b>106</b></td> <td><b>DHV</b></td> </tr> </tbody> </table>		Access to Provide Service to: (Land Use Code)	(Size)	(Units)	210 - Single-Family Detached Housing 44 DU	50	DHV	220 - Apartment Low-rise 6 DU	7	DHV	Nature Center (6,000 SF)	16	DHV	Boat Ramp (12 Trailer Spaces)	33	DHV	<b>Total</b>	<b>106</b>	<b>DHV</b>
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<b>Additional Information:</b>  Development Mixed Use Access																			

<b>MUNICIPALITY OR COUNTY APPROVAL</b> Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature:	Print Name	Date	
<i>Mervyn Lapin</i>	<b>MERVYN LAPIN</b>	<b>2-28-20</b>	
Co-Permittee Signature: (if applicable)	Print Name	Date	
This permit is not valid until signed by a duty authorized representative of the Department.			
<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>			
Signature	Print Name	Title	Date (of issue)
<i>[Signature]</i>	<b>BEIRAN K. WILLIAMS</b>	<b>ACCESS MGR</b>	<b>3-5-2020</b>

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 1. Region      3. Staff Access Section      Local Authority      Page 1 of 3      CDOT Form #101 507  
 2. Applicant      4. Central Files      MTCE Patrol      Traffic Engineer

COLORADO DEPARTMENT OF TRANSPORTATION <b>STATE HIGHWAY ACCESS PERMIT</b>			CDOT Permit No. <b>319175</b>
			State Highway No / Mp / Side <b>006E / 151.476 / Right</b>
Permit Fee <b>3H120 \$100.00</b>	Date of Transmittal <b>02/27/2020</b>	Region / Section / Patrol / Name <b>3 / 02 / 2M18 Derek Scovill</b>	Local Jurisdiction <b>Eagle</b>

<b>The Permittee(s):</b>  Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vail, Colorado 81657-5079 (970) 471-4224	<b>The Applicant(s):</b>  
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.	
Location: Located on the south side of Hwy 006 E approximately 4355 feet east of Nogal Rd. and 2580 feet east of MP 151	
Access to Provide Service to: (Land Use Code) <b>996 - Emergency Services Access</b>	(Size) (Units) <b>Less than 1 trip/day</b>
Additional Information:  <b>Emergency Access</b>	

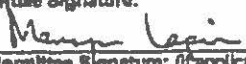
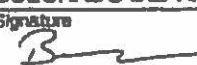
<b>MUNICIPALITY OR COUNTY APPROVAL</b> Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
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The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature:	Print Name	Date	
<i>Maryn Capin</i>	MARYN LAPIN	2-28-20	
Co-Permittee Signature: (if applicable)	Print Name	Date	

This permit is not valid until signed by a duly authorized representative of the Department. COLORADO DEPARTMENT OF TRANSPORTATION			
Signature	Print Name	Title	Date (of Issue)
<i>Brian Killian</i>	BRIAN KILLIAN	ACCESS MGR	3-5-2020

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 Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer  
 Previous editions are obsolete and may not be used  
 Page 1 of 3 CDOT Form #101 3/07

<b>COLORADO DEPARTMENT OF TRANSPORTATION</b> <b>STATE HIGHWAY ACCESS PERMIT</b>			CDOT Permit No. <b>318177</b>
			State Highway No / Mp / Side <b>006E / 151.605 / Right</b>
Permit Fee <b>\$0.00</b>	Date of Transmittal <b>02/27/2020</b>	Region / Section / Patrol / Name <b>3 / 02 / 2M18 Derek Scovill</b>	Local Jurisdiction <b>Eagle</b>

<b>The Permittee(s):</b>  Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vail, Colorado 81657-5078 (970) 471-4224	<b>The Applicant(s):</b>
Is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.	
Location: Closure located on the south side of Hwy 006 E approximately 6500 feet east of Nogal Rd. and 3250 feet east of MP 151	
Access to Provide Service to: (Land Use Code)	(Size)
Additional Information: <u>Access Closure</u>	

<b>MUNICIPALITY OR COUNTY APPROVAL</b> Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used. The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way. The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature: 	Print Name <b>MERVYN LAPIN</b>	Date <b>2-28-20</b>	
Co-Permittee Signature: (if applicable)	Print Name	Date	
This permit is not valid until signed by a duly authorized representative of the Department. <b>COLORADO DEPARTMENT OF TRANSPORTATION</b>			
Signature 	Print Name <b>BRIAN KILLIAN</b>	Title <b>ACCESS MGR</b>	Date (of Issue) <b>3-5-2020</b>

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<b>COLORADO DEPARTMENT OF TRANSPORTATION</b> <b>STATE HIGHWAY ACCESS PERMIT</b>			CDOT Permit No. <b>319178</b>
			State Highway No / Mp / Side <b>006E / 151.866 / Right</b>
Permit Fee <b>3/4/20 \$100.00</b>	Date of Transmittal <b>02/27/2020</b>	Region / Section / Patrol / Name <b>3 / 02 / 2M18 Derek Scovill</b>	Local Jurisdiction <b>Eagle</b>

<b>The Permittee(s):</b>  Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vail, Colorado 81657-5079 (970) 471-4224	<b>The Applicant(s):</b>
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**Location:** Located on the south side of Hwy 006 E approximately 7880 feet east of Nogi Rd. and 4800 feet east of MP 151

<b>Access to Provide Service to:</b> (Lead Use Code)	(Size)	(Units)
210 - Single-Family Detached Housing 55 DU	58	DHV

**Additional Information:**  
 Development Residential Access

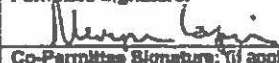
**MUNICIPALITY OR COUNTY APPROVAL**  
 Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title
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The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature: 	Print Name <b>MERVYN LAPIN</b>	Date <b>2-28-20</b>
Co-Permittee Signature: (if applicable)	Print Name	Date

This permit is not valid until signed by a duly authorized representative of the Department.  
**COLORADO DEPARTMENT OF TRANSPORTATION**

Signature	Print Name	Title	Date (of issue)
	<b>BRIAN KILLIAN</b>	<b>ACCESS MGR</b>	<b>3-5-2020</b>

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## EXHIBIT C

### Real Estate Transfer Assessment

#### COVENANT OF REAL ESTATE TRANSFER ASSESSMENT

This Covenant of Real Estate Transfer Assessment (the "Covenant") is made by \_\_\_\_\_ ("Owner"), effective upon its recording in the Eagle County, Colorado, real property records (the "Effective Date").

WHEREAS, Owner owns that certain property more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner entered into an Annexation and Development Agreement with the Town of Eagle, Colorado (the "Town") dated \_\_\_\_\_ and Owner agreed to a residential real estate transfer assessment in the amount of 0.4% of the Consideration (defined below) paid for each residential property transfer of any portion of the Property, excluding Exempt Transfers (defined below); and

WHEREAS, each person acquiring any interest in any portion, lot or tract within the Property shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, to have agreed to comply with this Covenant and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

NOW THEREFORE, Owner hereby covenants and binds the Property as follows:

1. Covenant. Owner hereby covenants and agrees that, except for Exempt Transfers, a transfer assessment (the "Transfer Assessment") based on a percentage of the Consideration paid on the transfer of any portion of or interest in the Property shall be due and payable by the Transferee at the time of transfer and shall apply to each transfer of any portion of or interest in the Property. The Transfer Assessment is 0.4% of the Consideration paid for such transfer. Owner hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis.

2. Definitions. For purposes of this Covenant, the following words are defined as follows:

a. "Transfer" means and includes, whether in one transaction or in a series of related transactions, any conveyance, ground lease with a term exceeding 30 years ("Lease") or other Transfer of beneficial ownership of any residential portion of the Property, including but not limited to (i) the conveyance of fee simple title to any residential portion of the Property, (ii) the Transfer of more than 50% of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns the Property, and (iii) the Transfer of more than 50% of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns the Property. "Transfer" shall not mean or include the Transfers excluded under Section 3.

b. "Transferee" means and includes all parties to whom any interest in the Property passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Covenant.

c. "Fair Market Value" means the Consideration, as such term is defined below, given for the Transfer, or, in the case of a Transfer that is a Lease not exempt under Section 3 or is otherwise not in all respects a bona fide sale, as determined by the Town. The Town shall give written notice to the Transferee if the Town disputes the Consideration as the Fair Market Value within 15 days after the Transferee provides the Town the report of the Transfer as required herein. Failing to do so, the Consideration shall be deemed binding as the Fair market Value of the Transfer. If the Town objects by written notice delivered to the Transferee within the time allotted herein, then a Transferee may make written objection to the Town's determination within 15 days after the Town has given notice of such determination, in which event the Town shall obtain an appraisal, at the Transferee's sole expense, from a real estate appraiser of good reputation, who is qualified to perform appraisals in Colorado, who is familiar with Eagle County real estate values, and who shall be selected by the Town. The appraisal shall be binding on both the Town and the Transferee as to the Fair Market Value of the Transfer. Notwithstanding the foregoing, where a Transferee does not make a full report of a Transfer within 15 days after the time required by this Covenant for making such report, the Transferee shall be deemed to have waived all right of objection concerning Fair Market Value, and the Town's determination of such value shall be binding.

d. "Consideration" means and includes the total of money paid and the Fair Market Value of any property delivered, or contracted to be paid or delivered, in return for the Transfer of any Property, and includes any money or property paid or delivered to obtain a contract right to purchase any Property, and the amount of any note, contract indebtedness (including without limitation obligations which could be characterized as contingent land gain), or rental payment reserved in connection with such Transfer, whether or not secured by any lien, mortgage, or other encumbrance, given to secure the Transfer price, or any part thereof, or remaining unpaid on the property at the time of Transfer, whether or not assumed by the Transferee. The term "Consideration" does not include the amount of any outstanding lien or encumbrance for taxes, special benefits or improvements in favor of the United States, the State of Colorado, or a municipal or quasi-municipal governmental entity.

e. "Affiliate" means, with respect to the person or entity, any other person or entity which controls, is controlled by, or is under common control with, such original person or entity. For the purposes of this definition, "control" means the ability to directly or indirectly manage, determine and control the operations and business affairs of a person or entity, whether through the ownership of at least 50% of the voting securities, by contract or otherwise.

3. Exemptions. Except to the extent that they are used for the purpose of avoiding the Transfer Assessment, the Transfer Assessment shall not apply to any of the following (each an "Exempt Transfer" and collectively "Exempt Transfers");:

a. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivision of the State of Colorado.

b. Any Transfer to Owner or an Affiliate of Owner.

c. Any Transfer to a lender pursuant to a deed of trust or other security interest ("Financing Encumbrance").

d. Any Transfer pursuant to a foreclosure, sale, transfer, assignment, or deed-in-lieu pursuant to the rights and remedies of any Financing Encumbrance or other Transfer for the benefit of creditors.

e. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;

f. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

g. Any Transfer made (i) to an Affiliate without consideration except of the cancellation of stock, membership interest, or other beneficial interest; or (ii) by an entity, trust or joint venture (collectively, an "Entity") to its shareholders, partners, members, or beneficiaries (collectively, the "Members") in connection with the liquidation of such Entity or other distribution of property or dividend in kind to Members, if the Property is Transferred generally pro rata or in accordance with its Entity organizational documents to its Members, and no consideration is paid other than the cancellation of the Member's interest in the Entity.

h. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

i. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second assessable Transfer in a series of transactions which includes only one effective Transfer of the right to use or enjoyment of a Property.

j. Any lease of any Property (or assignment or Transfer of any interest in any such lease) for a period of less than 30 years.

k. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure.

l. The subsequent Transfer(s) of a Property involved in a "tax free" or "tax deferred" trade under the Internal Revenue Code, including but not limited to like-kind exchanges.

m. Any Transfer of any portion of the Property that does not contain inhabitable, residential improvements.

4. Application for Exemption.

a. In the event of any Transfer evidenced by a recorded deed that is claimed to be an Exempt Transfer, the Transferee shall apply to the Town Manager for a certificate of exemption. The burden of proving any exemption shall in all cases be upon the one claiming it. The certificate may be issued by the Town Manager either before or after the execution of the instruments effecting the Transfer. The certificate shall be in a form prepared by the Town Manager. For any Transfers not evidenced by a recorded deed, including but not limited to Entity restructures, the Transferee may, but is not required to apply to the Town Manager for a certificate of exemption.

b. Any exemption denied by the Town Manager may be appealed to the Town's Board of Trustees (the "Board of Trustees") within 7 days, and such appeal shall be considered by the Board of Trustees within 30 days of receipt of the same and the appellant shall not be required to post any bond or deposit while the appeal is pending.

5. Receipt and Application of Funds. The Transfer Assessment may be paid either by the buyer or the seller of the Property, as may be negotiated in each transaction. All Transfer Assessments shall be paid directly to the Town. A portion of the funds may be used to administer the collection of the Transfer Assessment.

6. Penalties and Liens. Penalties and liens shall be imposed as set forth below.

a. Except for Exempt Transfers, the Transfer Assessment is due and payable at the time of the Transfer, and is delinquent if it remains unpaid for 30 days thereafter. In the event that the Transfer Assessment is not paid prior to becoming delinquent, a delinquency penalty of 10% of the amount of Transfer Assessment due shall accrue. If a portion of the Transfer Assessment is paid prior to becoming delinquent, the penalty shall only accrue as to the delinquent portion. Interest shall accrue at the rate of one and 1.5% per month, or fraction thereof, compounded annually, on the amount of Transfer Assessment exclusive of penalties, from the date the tax becomes delinquent to the date of payment. The Town shall also be entitled to recover the reasonable expenses of collection, including attorney fees and court costs, which shall become part of the Transfer Assessment.

b. Any person liable for a Transfer Assessment who causes the deed, instrument of conveyance or document evidencing said Transfer to be filed of record in the office of the Eagle County Clerk and Recorder or attempts to so record the document before the Transfer Assessment and all penalties and interest thereon have been paid in full, shall be in violation of this Covenant.

c. Any remedies provided for herein shall be cumulative, not exclusive, and shall be in addition to any other remedies provided by law.

7. Relationship to Land. Owner acknowledges and agrees that the obligations imposed by this Covenant are related to and touch and concern the Property.

8. Recording. This Covenant shall be recorded in the records of Eagle County, Colorado.

9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the Property and for the additional express benefit of the Town. The Town shall have the right and power to bring suit for either legal or equitable relief for any breach, default or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and Owner or its successors and assigns is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within 10 days after the mailing of such notice. Further, the Town shall have the right to refuse to further process or deny any building permit, certificate of occupancy or development application with regard to any portion of the Property for which a Transfer Assessment is owed and not paid. Owner shall not have any obligation to enforce this Covenant, and the failure to pay any Transfer Assessment payable hereunder upon subsequent transactions shall not constitute a default by Owner hereunder.

10. Defense and Cure of Covenant.

a. In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, Owner shall cooperate with the Town, as necessary, in the defense of such challenge. During the pendency of any such legal challenge, through and including any final court action, Owner shall not assert any legal position contrary to the enforceability of this Covenant. However, Owner shall not be obligated to defend any challenge to this Covenant and may disclaim its interest or fail to respond to any action or pleading, unless required to respond by court order.

b. In the event of a final court action determining this Covenant to be invalid or unenforceable, in whole or in part, Owner shall cooperate with the Town as necessary, and use its efforts to cure any legal defects, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment.

c. Owner shall not be required to purchase or repurchase any of the Property to effect a cure nor be required to pay any transfer fees not collectable by the Town because this Covenant is held to be invalid or unenforceable by any final court action.

11. Severability. Any determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

12. Statement Regarding Assessment. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the Property identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than 30 days after receipt of the request, and shall be binding on the Town.

13. Other Real Estate Transfer Assessments. Owner reserves the right to impose additional real estate transfer assessments by covenant upon the Property, including, without limitation, a real estate transfer assessment contained in a common interest community declaration to be recorded against the Property. The Town acknowledges that additional real estate transfer assessments may be imposed upon the Property.

14. Amendment. The Owner may amend or terminate this Covenant. However, this Covenant shall not be amended or terminated without the advance written consent of the Board of Trustees. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by Owner or its successors in the same manner as a deed and duly recorded in the records of Eagle County, Colorado.

15. Term. Except as provided herein, the term of this Covenant shall be perpetual.

16. Colorado Law. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado.

17. Binding on Successors. The provisions of this Covenant shall run with the Property and be binding on all persons who hereafter acquire any interest in the Property, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.

18. Encumbrance. Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the Property is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

IN WITNESS WHEREOF, Owner has executed this Covenant as of the date first written above.

STATE OF COLORADO ) \_\_\_\_\_

)ss.

COUNTY OF EAGLE )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

## Exhibit 1

### LEGAL DESCRIPTION

A parcel of land situate in Sections 26, 27, 33, and 34, Township 4 South, Range 84 West, of the Sixth Principal meridian, being a portion of Tracts 58, 59 and 70, of said Township and Range, County of Eagle, State of Colorado, being a portion of those lands described in Land Survey Plat No. 574, 575, and 576, as deposited in the Eagle County Eagle County Land Survey Plat Records, more particularly described as follows:

Beginning at a point on the south line of Highway 6 right of way and subject property; thence departing said south line S 73°54'09" E, 166.17 feet; thence N 83°53'51" E, 164.57 feet; thence N 03°16'32" E, 207.75 feet; thence N 88°53'49" E, 1444.68 feet; thence N 00°03'48" E, 1304.45 feet; thence N 89°56'08" E, 1452.88 feet; thence N 01°26'49" W, 410.52 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River S 74°05'42" E, 61.00 feet; thence N 89°29'45" E, 168.06 feet; thence N 60°21'13" E, 237.26 feet; thence N 41°29'08" E, 382.43 feet; thence N 36°38'50" E, 287.00 feet; thence N 47°37'56" E, 301.83 feet; thence N 53°45'25" E, 221.64 feet; thence N 56°52'49" E, 306.49 feet; thence N 67°43'57" E, 484.77 feet; thence S 85°00'54" E, 131.72 feet; thence S 75°53'38" E, 341.87 feet; thence N 83°57'06" E, 341.07 feet; thence N 71°13'40" E, 310.58 feet; thence N 57°40'11" E, 499.51 feet; thence N 42°33'26" E, 259.34 feet; thence N 32°48'52" E, 262.87 feet; thence N 21°21'27" E, 271.70 feet; thence N 18°01'29" E, 171.02 feet; thence N 38°30'11" E, 154.44 feet; thence N 52°40'07" E, 201.11 feet; thence departing said approximate centerline of the Eagle River N 26°50'41" W, 63.81 feet to the south line of Highway 6 right of way; thence along said south line of Highway 6 right of way S 63°08'01" W, 3932.72 feet; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 11410.00 feet, having a chord bearing of S 61°05'01" W and a chord distance of 816.31 feet, having a central angle of 04°06'00" and an arc length of 816.48 feet; thence S 59°02'01" W, 2572.80 feet; thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2242.00 feet, having a chord bearing of S 42°41'01" W and a chord distance of 1262.26 feet, having a central angle of 32°42'00" and an arc length of 1279.56 feet to a 1350; thence S 26°20'01" W, 267.31 feet to the Point of Beginning.

Containing 106.194 acres more or less.

**EXHIBIT D**

**Assignment and Assumption of Development Agreement Rights and Obligations**

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT AGREEMENT RIGHTS AND OBLIGATIONS**

This Assignment and Assumption of Development Agreement Rights and Obligations (this "Assignment") is made as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between \_\_\_\_\_ ("Assignor"), and \_\_\_\_\_ ("Assignee").

**RECITALS**

Pursuant to that certain Purchase and Sale Agreement, dated as of \_\_\_\_\_, by and between Assignor and Assignee concerning the purchase and sale of certain real property described therein, and more fully described in Exhibit A, attached hereto (the "Property"), Assignor sold to Assignee and Assignee acquired from Assignor the Property on the Effective Date.

In connection with Assignor obtaining from the Town of Eagle, Colorado (the "Town"), certain entitlement approvals for the Property, Assignor and the Town entered into that certain Annexation and Development Agreement, dated \_\_\_\_\_, which agreement was recorded in the real property records of the Eagle County Clerk prior to this Assignment (the "ADA"). In connection with the Assignee's acquisition of the Property, Assignor agreed to assign to Assignee all of Assignor's rights under the ADA (the "Assigned Rights"), and Assignee agreed to assume all of the obligations of Assignor under the ADA, whether express or implied (the "Assumed Obligations").

**AGREEMENT**

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

1. Assignment and Assumption. Assignor hereby expressly transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, the Assigned Rights.

Additionally, Assignor hereby expressly transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, the Assumed Obligations, and Assignee agrees to perform the Assumed Obligations. As additional consideration for the purchase and sale of the Property, Assignee hereby indemnifies and holds Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys' fees and expenses) actually asserted against or incurred by Assignor in connection with Assignee's failure to satisfy the Assigned Rights.

2. General Provisions.

a. No Implied Waiver. No failure by either party to insist upon the strict performance of any provision contained in this Assignment shall constitute a waiver of any such provision.

b. No Oral Amendment or Modifications. No amendments, waivers or modifications of the terms and provisions contained in this Assignment, and no approvals, consents or waivers by either party under this Assignment, shall be valid or binding unless in writing and executed by the party to be bound thereby. No such termination, extension, modification or amendment shall be effective unless and until a proper instrument in writing has been executed and recorded in the Records.

c. Severability. If any provision of this Assignment shall be held invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Assignment, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

d. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions contained in this Assignment shall be construed as covenants running with the Property.

e. Construction; Captions for Convenience. The parties acknowledge and agree that both they and their counsel have reviewed this Assignment, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Assignment.

f. Costs of Legal Proceedings. In the event either party institutes legal proceedings with respect to this Assignment, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceedings, including, without limitation, reasonable attorneys' fees.

g. No Third Party Beneficiaries. None of the terms, conditions or covenants contained in this Assignment shall be deemed to be for the benefit of any person other than

Assignee, its successors and assigns specifically designated as such in writing, and no other person shall be entitled to rely hereon in any manner.

h. Relationship of Parties. Nothing in this Assignment shall be construed or deemed to make or constitute the parties as partners, joint venturers or any other form of joint participants in the development of the Property.

**[Signature Page Follows]**

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.**

**ASSIGNOR:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PUD GUIDE FOR  
THE RED MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT**

**September 15, 2020**

**APPROVAL OF THIS PLAN CREATES A VESTED PROPERTY RIGHTS PURSUANT  
TO SECTION 24-68-103, C.R.S., AS AMENDED**

Eagle County, CO  
Regina O'Brien  
Pgs: 27  
REC: \$143.00  
DOC: \$0.00

**202021009**  
11/10/2020  
02:49:11 PM

## **1.0 PURPOSE:**

The purpose of the Red Mountain Ranch PUD Guide is to serve as the governing land use regulations which will control the development of the Red Mountain Ranch PUD. The PUD Guide will serve as the "Zone District Regulations" for the PUD and is in conformance with Section 4.11.030 of the Eagle Municipal Code (the "Town Code").

The Red Mountain Ranch PUD authorizes a total of 153 dwelling units at a maximum equivalent of 113.1 EQRs, 10,000 square feet of commercial space, an environmental education center of 10,000 square feet, public and private open space, active and passive parks and trails on 106.194 acres of land within the Town of Eagle, Eagle County, Colorado (the "Town") as described in the approved Red Mountain Ranch PUD Zoning Plan.

Development within the PUD is administered by the Town through the provisions of this PUD Guide and through the review and approval of specific Development Plans for each Planning Area. Building construction within the PUD is governed by the applicable Town ordinances, rules, regulations and codes. This PUD Guide and exhibits shall constitute a site-specific development plan and creates a vested right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

The approved Red Mountain Ranch PUD Zoning Plan Sheets 1-6 dated April 3, 2020 are attached to this PUD Guide as Exhibit A.

## **2.0 DEFINITIONS:**

For the purposes of the PUD, the following terms shall have the following meanings, and any terms not defined herein shall have the meaning set forth in the Town Code.

### **A. Active Recreation**

Common areas within the PUD which include useable open space; improved common recreational amenity areas such as pools and fitness facilities; picnic sites; playgrounds; open turf and lawn areas that are sufficient in size to support recreational sports activities; trails and adjacent open spaces not required for direct access to dwelling units or commercial facilities, if connected to a regional system or established trail network; and similar areas as determined by the Community Development Director.

### **B. Boutique Hotel**

Boutique Hotel means a non-residential structure with no more than 30 rooms which provides temporary overnight sleeping accommodations to guests for a fee for a total continuous duration of less than thirty (30) days. A Boutique Hotel shall not include any dwelling units.

**C. Buffer Zones and Common Open Space**

The term buffer zones and/or open space as used in this document is intended to describe areas within development parcels that have been designed to meet Conservation Oriented Design and Cluster Residential design concepts by creating open space and buffers within and around development areas. Buffer zone and open space lands shall be natural or formal landscape areas or parks that are held in common ownership by the master homeowner association of the greater neighborhood. Roads may traverse buffer zones and open space. Parking areas are not allowed in lands that are allocated as buffer zones and common open space. Lands under ownership of private residences or individual building homeowner associations shall not count toward buffer zone requirements.

**D. Building Height Measurement**

Building height shall be measured as per Town Code.

**E. Building Height Measurement for 40 foot Maximum**

For Multi-Family Residential, Mixed Use, Educational and Commercial buildings that are restricted to a 40 foot maximum height the method of measurement shall be defined as follows: The maximum distance possible measured vertically from any point on existing or proposed grade, whichever is more restrictive, to the highest point of the roof directly above. Building height exceptions shall be as per Town Code.

**F. Campground**

Campground means an establishment that provides overnight or short term sites for two or more tents or camper vehicles for recreation, education or vacation purposes. Continuous occupancy of a campground by a person for a period of in excess of two weeks shall be prohibited.

**G. Community Garden**

A community garden is any piece of land gardened by a group of people, utilizing either individual or shared plots on private or public land. The land may produce fruit, vegetables, and/or ornamentals.

**H. Stream**

Stream means a watercourse having a natural source and terminus, banks and channel, through which waters flow at least periodically. Stream includes creeks and other flowing waters that are tributary to a river. Man-made irrigation ditches are excluded from this definition.

**I. Farmer's Market**

A farmers' market is a physical retail marketplace intended to sell foods directly by farmers to consumers. Farmers' markets may be indoors or outdoors and typically consist of booths, tables or stands where farmers sell fruits, vegetables, meats, cheeses, flowers, plants, and/or prepared foods and beverages. Retail offerings may also include crafts and other non-perishable items.

**J. Planning Areas**

Areas as indicated on the approved Red Mountain Ranch PUD Zoning Plan for development, the development of which shall be regulated by this Red Mountain Ranch PUD Guide and by specific Development Plans. These Planning Areas are listed as Planning Area 1, Planning Area 2, Planning Area 3, Planning Area 4, Planning Area 5-B, Planning Area 5 and Planning Area 6.

**K. Red Mountain Ranch PUD**

The Red Mountain Ranch PUD is a zone district authorized by the Town of Eagle Ordinance No. 22, Series of 2020, and containing the property commonly known as Red Mountain Ranch.

**L. Special Use**

Special Use shall be as defined in Section 4.05 of the Town Code.

**M. Wholesale Nursery**

Wholesale Nursery allows for cultivation, propagation and/or storage of nursery stock, trees, shrubs, flowers, fruit or vegetables outdoors, or within a greenhouse or hoop house for the purpose of contract sales, wholesale or for off-site delivery. On-site sales shall be prohibited. The nursery shall not be open to the public.

**3.0 TOWN OPEN SPACE STANDARDS AND REQUIREMENTS:**

**Town Code Section 4.11.030. - Standards and requirements.**

**A. Open Space**

The PUD zoning requirement detailed in Section 4.11.030.C of the Town Code requires 20% of the gross PUD area as open space. At 106.2 acres, the Red Mountain Ranch PUD requires 21.2 acres of open space and 7.9 acres of active recreation areas. The proposed plan exceeds these minimum requirements.

Tables 1 and 2 detail the required open space areas.

**Table 1. PUD Common Open Space, Usable Open Space, Active Recreation 106.2 acres total**

<b>Required 20% of total area</b>	106.2 x 0.20	21.2	acres
<b>Required 75% Usable (&lt;10% Slope)</b>	21.2 x 0.75	15.9	acres
<b>Required Active Recreation (50% of Usable)</b>	15.9 x 0.50	7.9	acres
<b>Proposed Common Open Space:</b>			acres
PA-1	65%	22.2	acres
PA-2	42%	2.6	acres
PA-3	91%	13.1	acres
PA-4	34%	4.6	acres
PA-5	57%	8.4	acres
PA-5B	100%	3.0	acres
PA-6	26%	5.2	acres
<b>Total</b>	<b>56%</b>	<b>59.1</b>	<b>acres</b>
<b>Balance</b>	<b>Required 21.2</b>	<b>+37.9</b>	<b>acres</b>
<b>Proposed Usable Open Space:</b>		<b>16.04</b>	<b>acres</b>
PA-1 through 6	Provided, see worksheet	16.04	acres
<b>Total</b>		<b>16.04</b>	<b>acres</b>
<b>Balance</b>	<b>Required 15.9</b>	<b>+0.14</b>	<b>acres</b>
<b>*Proposed Active Recreation:</b>		<b>16.55</b>	<b>acres</b>
<b>* The CPW public fishing easement is 16.55 acres.</b>		<b>*</b>	<b>acres</b>

**Table 2. Municipal and Park Land Dedication**

Total Project Area 106.2 acres

Total Units	153	MF units
# of people (2.5/unit)	382.5	people
Required Acres (.012)	4.59	acres
Public/Private 50%	2.29/2.29	acres

**PROPOSED**

Total Public Dedication		
PA-1 Town Park OS-1	1.8	acres
PA-1 South of River OS-3	15.4	acres
PA-5B Riverfront Park	3.0	acres
<b>*Total</b>	<b>20.2</b>	<b>acres</b>
<b>Balance</b>	<b>+17.91</b>	<b>acres</b>
Total Private Dedication		
PA-3 Environmental Education Facility OS-5	14.5	acres
<b>Balance</b>	<b>+12.21</b>	<b>acres</b>
<b>Total Provided</b>	<b>34.7</b>	<b>acres</b>
<b>Total Balance</b>	<b>+30.11</b>	<b>acres</b>
*Of the public land dedication (2.29 acres total required), 80% must be usable (i.e. having a slope of 10% or less). Subject application proposes 2.46 acres usable where 1.8 acres is required. See worksheet.		

#### **4.0 PUD PLANNING AREAS:**

#### **4.1. PLANNING AREA 1:**

#### **A. R/PUD-1**

1. Purpose:

To provide sites for a variety of residential land uses including single family, two-family dwelling, townhomes, condominiums and apartments at a maximum density of 97 dwelling units.

The design of residential neighborhoods in this district is intended to allow for flexibility, innovation and site sensitive planning that is responsive to both the design character and the functional requirements of the community. In general, residential density should be higher at the west end of the property and transition to lower density to the east.

The Discovery Trail will traverse R/PUD-1. A public trail easement of 12 feet in width shall be created for the Discovery Trail.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of development areas and integrate buffer zones and formal or informal open space areas within the plan. Within the area of 12.5 acres designated as R/PUD-1 there should 4 acres designed as parks, open space or buffer zones for a ratio of 68% development area to 32% of buffer zone and common open space.

2. Uses by Right:

- a. Single family homes.
- b. Two-family dwelling.
- c. Multiple family residential, including condominiums, townhomes, flats or apartments, and single family or two-family dwelling cluster units on specifically designated lots.
- d. Accessory dwelling unit to owner-occupied single family dwelling.
- e. A Homeowner Association owned enclosed storage building.
- f. Home occupation.

3. Special Uses:

- a. Child care facilities.

4. Accessory uses:

- a. Parks, playground, pools, greenbelt.
- b. Model homes and sales office.
- c. Pedestrian and bicycle trails.
- d. Detached garages.

5. **Minimum Building Setback Requirements:**

- a. **Highway 6:** All habitable buildings shall maintain a 50-foot setback from the Highway 6 right-of-way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.  
Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
- b. **Front:** The front building setback shall be 10 feet from the front property line.
- c. **Side:** The side setback for single family homes and two-family dwelling buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet.
- d. **Rear:** The rear yard setback shall be 10 feet.
- e. **Stream:** 75 feet as defined in this PUD Guide.
- f. **Supplementary setback requirements:**  
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.

6. **Maximum Building Height:**

35 feet for single family and two-family dwelling buildings. 40 feet for multi-family residential buildings.

7. **Maximum Lot Coverage:** To encourage clustering, small lots and the provision of common open space while integrating Conservation Oriented Design and Residential Cluster Design techniques there are no maximum lot coverage restrictions.

8. **Maximum Density:**

The maximum density shall not exceed 97 dwelling units.

**B. OS-1**

1. **Purpose:**

To provide a site for a small public riverfront park with publicly accessible soft surface footpaths extending east along the river. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. The Discovery Trail will traverse OS-1.

2. **Uses by Right:**

- a. Park, playground, picnic shelters, trails, restrooms and associated parking.
- b. Accessory uses customarily appurtenant to uses by right listed above.

3. **Special Uses:**

- a. Special Events.

4. **Minimum Building Setback Requirements:**

- a. **Front:** Highway 6 shall be considered the front setback. Buildings such as picnic shelters and restrooms, shall maintain a 25-foot setback from the Highway 6 right-of-way line. Internal roads, parking, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.
- b. **Side:** The side setback for picnic shelters and buildings shall be 7.5 feet.
- c. **Rear:** 10 feet.
- d. **Stream:** 75 feet as defined in this PUD Guide.
- e. **Supplementary setback requirements:**  
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.

5. Maximum Building Height: 15 feet

6. Maximum Lot Coverage: There are no maximum lot coverage restrictions.

7. Maximum Density:  
There is no allowed density.

**C. OS-2**

1. Purpose:

The purpose of OS-2 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. The Discovery Trail will traverse OS-2. A public trail easement of 12 feet in width shall be created for the soft surface trail. The exact trail location will be determined at Development Permit approval for R/PUD-1 and the easement shall be dedicated at the first post development subdivision plat filed for Planning Area 1. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There are no buildings or formal improvements allowed other than those specifically listed below.

2. Uses by Right:

- a. Soft surface trails with limited river access points
- b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
- c. Planting of native vegetation to improve or protect the native ecosystem.

3. Special Uses:

- a. None

**D. OS-3**

1. Purpose:

The purpose of OS-3 is to provide public open space for the land within Planning Area 1 that is south of the river.

Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There shall be no overnight camping allowed on OS-3. There are no buildings or formal improvements allowed other than those specifically listed below.

2. Uses by Right:
  - a. Soft surface trails with limited river access points
  - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
  - c. Planting of native vegetation to improve or protect the native ecosystem.
3. Special Uses:
  - a. None

#### **4.2 Planning Area 2: C/PUD**

##### **A. C/PUD-1**

1. Purpose:

To provide a land for a neighborhood center area allowing for small scale residential and commercial uses with a focus on walkability from existing and future residential density and proximate public and educational uses. This area has the potential to include a river view restaurant that would serve the greater Eagle community as a unique tourism asset and community gathering spot. The Discovery Trail will traverse C/PUD-1. A public trail easement of 12 feet in width shall be created for the Discovery Trail.
2. Uses by Right:
  - a. Single family, two-family dwelling and/or multi-family residences.
  - b. Accessory dwelling unit to owner-occupied single family dwelling.
  - c. Boutique Hotel.
  - d. Bed & Breakfast.
  - e. Restaurant.
  - f. Retail.
  - g. Farmer's Market
  - h. Community garden.
  - i. Greenhouse.
  - j. Existing or restored historic buildings.
  - k. Home occupation.
3. Special Uses:
  - a. Child care facilities.
4. Accessory Uses:
  - a. Parks, playground, pools, greenbelt.
  - b. Pedestrian and bicycle trails.
  - c. Detached garages

5. **Maximum Density:**  
Up to 10 residential units and 10,000 square feet of commercial use.
  
6. **Minimum Building Setback Requirement:**
  - a. **Highway 6:** All habitable buildings shall maintain a 50-foot setback from the Highway 6 right-of-way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.  
Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
  - b. **Front:** The front building setback shall be 10 feet from the front property line.
  - c. **Side:** The side setback for single family homes and two-family dwelling buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet. The side setback for commercial buildings shall be 12.5 feet.
  - d. **Rear:** The rear yard setback shall be 20 feet.
  - e. **Stream:** 75 feet as defined in this PUD Guide.
  - f. **Supplementary setback requirements:**  
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.
  
7. **Maximum Building Height:**  
35 feet for single family and two-family dwelling buildings. 40 feet for multi-family residential, mixed use and commercial buildings.
  
8. **Maximum Site Coverage:**  
As this standard is applied to C/PUD-1 site coverage shall be measured against the entire parcel of 2.9 acres. This standard will not apply to internal lots created to define building or lot ownership.
  - a. Building: 20%
  - b. All impervious: 40%

**B. OS-4**

1. **Purpose:**  
The purpose of OS-4 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark as well as for the upland area extending north to Highway 6.

The Discovery Trail will traverse OS-4. A public trail easement of 12 feet in width shall be created for the soft surface trail along Highway 6. The exact location of the trail will be determined at Development Permit approval for C/PUD-1 and the easement shall be included with the first post-development permit subdivision plat filed within Planning Area 2. All trails will constructed by the developer. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There

are no buildings or formal improvements allowed other than those specifically listed below.

2. Uses by Right:
  - a. Soft surface trails with limited river access points
  - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
  - c. Planting of native vegetation to improve or protect the native ecosystem.
  - d. Existing historic buildings may be maintained and restored in place.
3. Special Uses:
  - a. None

#### **4.3. Planning Area 3 Nature Center: C/PUD**

##### **A. C/PUD-2**

1. Purpose:

To provide a land area for an environmental education facility, employee housing and open space. C/PUD-2 shall be donated or conveyed to a non-profit entity that will operate an environmental education center. The Discovery Trail will traverse C/PUD-2. A public trail easement of 12 feet in width shall be created for the Discovery Trail.
2. Uses by Right:
  - a. Buildings for non-profit programming, environmental education and programming.
  - b. Multi-family residential that is subordinate to the environmental education center. Prohibited as a primary use.
  - c. Outdoor recreation facilities.
  - d. Open sided shade shelters.
  - e. Existing, restored or relocated historic buildings.
  - f. Landscape improvements, soft surface trails and interpretive signs.
  - g. Pedestrian bridge over the Eagle River.
3. Special Uses:
  - a. None
4. Minimum Building Setback Requirement:
  - a. Highway 6: All buildings shall maintain a 25-foot setback from the Highway 6 right of way line. Internal roads, driveways, parking, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
  - b. Front: 25 feet
  - c. Side: The side setback shall be 12.5 feet.
  - d. Rear: The rear yard setback shall be 20 feet.
  - e. Stream: 75 feet as defined in this PUD Guide.
  - f. Supplementary setback requirements:

Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.

5. **Maximum Building Height:**  
40 feet for commercial, educational and multi-family structures.  
35 feet for single family and two-family dwelling structures.
6. **Maximum Density:**  
A maximum of 6 dwelling units not to exceed a total of 6,000 of floor area. These units are allowed only as a support use to the primary use by right education and programming facility. The dwelling units may not be developed prior to a primary facility. These dwelling units shall not be subdivided from the primary use facility.  
  
10,000 square feet of enclosed education and programming space.
7. **Maximum Site Coverage:**  
The C/PUD-2 area has been tightly defined and is adjacent to a significant open space parcel in OS-5. The maximum building and lot coverage ratios have been developed in recognition of this adjacent open space.
  - a. Building: 30%
  - b. All impervious: 70%

## **B. OS-5**

1. **Purpose:**  
The purpose of OS-5 is to describe specific uses for open space land on both sides of the Eagle River designated as OS-5. The Discovery Trail will traverse OS-5.  
  
This intent for this area is to provide open space in conjunction with the environmental education facility located on C/PUD-2. OS-5 shall be donated or conveyed to a non-profit entity that will operate an environmental education center. OS-5 should not be subdivided as a separate parcel from C/PUD-2. The soft surface trail traverses OS-5. The exact trail location will be determined at Development Permit approval for C/PUD-2 and a 12-foot wide easement shall be recorded upon completion of the path improvements. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There are no buildings or formal improvements allowed other than those specifically listed below.
2. **Uses by Right:**
  - a. Open sided shade shelters.
  - b. Existing, restored or relocated historic buildings.
  - c. Interpretive signs.
  - d. Pedestrian bridge over the Eagle River.
  - e. Soft surface trails and/or boardwalks with limited river access points.

- f. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
  - g. Planting of native vegetation to improve or protect the native ecosystem.
3. Special Uses:
- a. None
4. Setbacks:
- a. Highway 6: All buildings shall maintain a 25-foot setback from the Highway 6 right of way line. Internal roads, driveways, parking, trails, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
  - b. Front: 25 feet
  - c. Side/rear: 10 feet.
  - d. Stream: 75 feet as defined in this PUD Guide.

**4.4. Planning Area 4: R/PUD**

**A. R/PUD-2**

1. Purpose:  
To provide sites for the balance of 153 units allowed in Planning Areas 1-6, but no more than forty-four (44) units. The Discovery Trail will traverse R/PUD-2. A public trail easement of 12 feet in width shall be created for the Discovery Trail.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of development areas and integrate buffer zones and formal or informal open space areas within the plan. Lands adjacent to Highway 6 would be an appropriate location for buffer and open space areas. Within the area of 9.2 acres designated as R/PUD -2 there should be 4.1 acres designed as open space or buffer zones for a ratio of 55% of development area and 45 % of buffer zone and common open space. Internal roadways serving Planning Area 3, 4 and 5B would be allowed within the open space/buffer zones.

2. Uses by Right:
- a. Single family, two-family dwelling or multi-family townhome dwelling units.
  - b. Accessory dwelling unit to owner-occupied single family dwelling.
  - c. Campground.
  - d. Home occupation.
3. Special Uses:
- a. Child care facilities.
  - b. Bed and breakfast facility.
4. Accessory uses:

- a. Parks, playground, pools, greenbelt.
- b. Model homes and sales office.
- c. Pedestrian and bicycle trails.
- d. Detached garages, sheds and other similar buildings.

5. Minimum Building Setback Requirements:

- a. Highway 6: All habitable buildings shall maintain a 50-foot setback from the Highway 6 right of way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.  
Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
- b. Front: 10 feet.
- c. Side: The side setback shall be 7.5 feet.
- d. Rear: The rear yard setback shall be 20 feet.
- e. Stream: 75 feet as defined in this PUD Guide.
- f. Supplementary setback requirements:  
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.

6. Maximum Building Height:  
35 feet.

7. Maximum Lot Coverage:

- a. Building – 50%
- b. All impervious materials - 70%

8. Maximum Density:

The maximum density shall not exceed 44 dwelling units.

**B. OS-6**

1. Purpose:

The purpose of OS-6 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. The Discovery Trail may traverse OS-6. A public trail easement of 12 feet in width shall be dedicated to the Town for the soft surface trail. The location of the trail will be determined at Development Permit approval for R/PUD-2 and the easement shall be included in the first post-development subdivision plat filed within Planning Area 4. OS-6 includes a Colorado Parks and Wildlife public fishing easement from 25 feet north of the average high water mark to the centerline of the river. There are no buildings or formal improvements allowed other than those specifically listed below.

2. Uses by Right:

- a. Soft surface trails.

- b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
  - c. Planting of native vegetation to improve or protect the native ecosystem.
3. Special Uses:
- a. None.

**4.5. Planning Area 5B: Eagle River Park: P/PUD**

**A. P/PUD**

- 1. Purpose:  
To provide a land area for a recreation/park site to be dedicated to the Town. This park will provide parking and access to the existing Colorado Parks and Wildlife public fishing easement. The Discovery Trail will traverse P/PUD.
- 2. Uses by Right:
  - a. Outdoor recreation facilities.
  - b. Park and picnic facilities including open sided shade shelter.
  - c. Boat ramp.
  - d. Public restrooms.
  - e. Parks, playground, greenbelt.
  - f. Existing, restored or relocated historic buildings.
  - g. Day use parking.
- 3. Minimum Building Setback Requirement:  
There shall be a 25-foot side and front setback and a 75-foot stream setback as defined in this PUD Guide. A boat ramp and associated improvements and a soft surface trail may be located within the Eagle River setback.
- 4. Maximum Building Height:  
20 Feet.
- 5. Density Allowance:  
N/A
- 6. Maximum Site Coverage:  
N/A

**4.6. Planning Area 5: R/PUD**

**A. R/PUD-3**

- 1. Purpose:  
To provide sites for no more than fifteen (15) single family or two-family dwelling units.

Planning Area 5 has been designed to meet the principles of Conservation Oriented Development and Cluster Residential design by creating OS-7 and OS-8 and tightly

defining the size, shape and scale of the development area designated as R/PUD-3. The 15 dwelling units will be clustered into the 6.2 acres designated as R/PUD-3.

Access to R/PUD-3 will be directly from Highway 6.

2. Uses by Right:
  - a. Single family and two-family dwelling units.
  - b. Accessory dwelling unit to owner-occupied single family dwelling.
  - c. Home occupation.
3. Special Uses:
  - a. Child care facilities.
  - b. Bed and breakfast.
4. Accessory uses:
  - a. Parks, playground, pools, greenbelt.
  - b. Model homes and sales office.
  - c. Pedestrian and bicycle trails.
  - d. Detached garages, sheds, non-commercial greenhouses and other structures.
5. Minimum Building Setback Requirements:
  - a. Highway 6: All habitable buildings shall maintain a 50-foot setback from the Highway 6 right of way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.

Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.

  - b. Front: 10 feet
  - c. Side: The side setback for single family homes and two-family dwelling buildings shall be 7.5 feet.
  - d. Rear: The rear yard setback shall be 20 feet.
  - e. Stream: 75 feet.
  - f. Supplementary setback requirements:  
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.
6. Maximum Building Height:  
35 feet.
7. Maximum Lot Coverage:
  - a. Building - 50%
  - b. All impervious materials - 70%
8. Maximum Density:  
The maximum density shall not exceed 15 dwelling units.

**B. OS-7**

1. Purpose:

The purpose of OS-7 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. OS-7 includes a CPW public fishing easement. There are no buildings or formal improvements allowed other than those specifically listed below.

2. Uses by Right:

- a. Soft surface trails.
- b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
- c. Planting of native vegetation to improve or protect the native ecosystem.

3. Special Uses:

- a. None.

**C. OS-8**

1. Purpose:

The purpose of OS-8 is to describe specific uses for an open space buffer area. There are no buildings or formal improvements allowed other than those specifically listed below. An access road from R/PUD-3 may traverse through OS-8 to provide connection to R/PUD-4.

2. Uses by Right:

- a. Formal landscape areas.
- b. Parks, playgrounds, trails.
- c. Natural vegetation and landscaping.
- d. Open sided shade shelters and picnic areas.
- e. Roads and driveways.

3. Special Uses:

- a. None

**4.7. Planning Area 6: R/PUD**

**A. R/PUD-4**

1. Purpose:

To provide sites for no more than twenty-five (25) single family or two-family dwelling units.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of

development areas and integrate buffer zones and formal or informal open space areas within the plan. Within the area of 14.9 acres designated as R/PUD -4 there should be 6.7 acres designed as open space or buffer zones for a ratio of 55% of development area and 45 % of buffer zone and common open space. Buffer and open space zones may include internal roads.

R/PUD-4 will have direct Highway 6 access.

2. Uses by Right:
  - a. Single family or two-family dwelling units.
  - b. Accessory dwelling unit to owner-occupied single family dwelling.
  - c. Home occupation.
3. Special Uses:
  - a. Child care facilities.
  - b. Bed and breakfast facility.
4. Accessory uses:
  - a. Parks, playground, pools, greenbelt.
  - b. Model homes and sales office.
  - c. Pedestrian and bicycle trails.
  - d. Day care of less than 8 children
  - e. Detached garages, sheds, greenhouses and other structures.
5. Minimum Building Setback Requirements:
  - a. Highway 6: All buildings shall maintain a 50-foot setback from the Highway 6 right of way line.  
Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.
  - b. Front: 10 feet
  - c. Side: The side setback for single family homes and two-family dwelling buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet.
  - d. Stream: 75 feet as defined in this PUD Guide.
  - e. Setbacks from internal property lines shall be:  
Front: 25 feet from edge of private road asphalt.  
Side: 12.5 feet.  
Rear: 20 feet.
  - f. Supplementary setback requirements:  
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.
6. Maximum Building Height:  
35 feet.
7. Maximum Lot Coverage:

- a. Building - 30%
  - b. All impervious materials - 50%
8. Maximum Density:  
The maximum density shall not exceed 25 dwelling units.

**B. OS-9**

- 1. Purpose:  
The purpose of OS-9 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. OS-9 includes a CPW public fishing easement. There are no buildings or formal improvements allowed other than those specifically listed below.
- 2. Uses by Right:
  - a. Soft surface trails.
  - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
  - c. Planting of native vegetation to improve or protect the native ecosystem.
- 3. Special Uses:
  - a. None

**4.8. Planning Area Summary Chart**

Red Mountain Ranch PUD Zoning Plan Planning Area Summary Chart							Date: 9/5/19
	<i>PUD Designation</i>	<i>Planning Area Acres</i>	<i>% of Total Site</i>	<i>Maximum Density</i>	<i>DU's per Acre</i>	<i>Development Area and % of Planning Area</i>	<i>Open Space Area and % of Planning Area</i>
<i>Planning Area 1</i>	R/PUD	34.7 acres	32.5% of Total Site	97	2.8	12.5 acres 36%	22.2 acres 64%
<i>Planning Area 2</i>	C/PUD	5.5 acres	5.1% of Total Site	10 du's 10,000 sf Commercial	2 0.045 far	2.9 acres 53%	2.6 acres 47%
<i>Planning Area 3</i>	C/PUD	14.5 acres	13.6% of Total Site	6 du's 10,000 sf Commercial	0.4 0.015 far	1.4 acres 10%	13.1 acres 90%
<i>Planning Area 4</i>	R/PUD	13.8 acres	12.9% of Total Site	44 du's	3.2	9.2 acres 66%	4.6 acres 34%
<i>Planning Area 5B</i>	P/PUD	3.0 acres	2.8% of Total Site	0	0	0	3 acres 100%
<i>Planning Area 5</i>	R/PUD	14.6 acres	13.7% of Total Site	15 du's	1.05	6.2 acres 43%	8.4 acres 57%
<i>Planning Area 6</i>	R/PUD	20.1 acres	18.8% of Total Site	25 du's	1.25	14.9 acres 74%	5.2 acres 26%

**5.0 TEMPORARY USES**

Temporary uses including, but not limited to construction staging, project sales office, and pre-development temporary uses such as, but not limited to, corporate team building events, day outfitter programs, and agricultural uses may be permitted in all Planning Areas and Wholesale Nursery may be permitted in Planning Area 6, R/PUD 4 in accordance with Town Code Section 4.04.100 B. Temporary Uses.

**6.0 DENSITY TRANSFER PROVISION**

A total of 153 dwelling units will be allowed on Planning Areas 1-6. A density transfer shall be allowed between all Planning Areas except Planning Area 3 and 5B. However, this total of 153 dwelling units cannot exceed an allocation of 113.1 EQR, with EQRs assessed pursuant to the Code schedule of EQRs.

For example – if Planning Area 1 has a maximum density of 97 dwelling units and only 70 dwelling units are approved for development, 27 dwelling units may be transferred to other Planning Areas. Transfers shall not exceed the maximum allowed units on any Planning Area unless approved by the Town Council.

## **7.0 WATER AND WASTEWATER SERVICE**

Development on all lands within the PUD is prohibited until connection to the Town municipal water system. The maximum number of EQR allowed within the PUD is 113.1 EQR as set forth above. Wastewater service shall be provided by a wastewater system constructed, owned, operated and maintained by Developer, a Metro District or another entity approved by the Town as set forth in the ADA.

## **8.0 STREET STANDARDS**

All streets shall remain private. Private street standards will be detailed as part of future Development Plans and subdivision applications for each Planning Area.

## **9.0 TRAIL STANDARDS**

Soft surface trails including the Discovery Trail shall be a maximum of 3 feet wide if located within the stream setback and shall be a minimum of 6 feet wide when located outside of the stream setback. All soft surface trails constructed of crusher fines or similar materials, as approved by the Town. Any associated public easement shall be 12 feet in width.

Hard surface common area trails shall be a minimum of 6 feet wide and constructed of a durable hard surface such as asphalt or concrete and there shall be a dedicated easement of 12 feet in width. Sidewalks connecting parking areas to residential units may be a minimum of 4 feet in width.

The Discovery Trail shall be constructed to the US Forest Service Trail Accessibility Guidelines dated 2013 as may be amended from time to time.

## **10.0 STREAM SETBACKS AND WATER RESOURCE PROTECTION**

For the purpose of protecting water resources, including wetlands and riparian areas, the following shall be observed in all areas of the Red Mountain Ranch PUD: a 75 foot strip of land measured horizontally from the high water mark on each side of the river, or the limits of the 100 year floodplain, whichever provides the greater separation from the river, shall be protected in its natural state. No grading or removal of vegetation may occur within the stream setback. If necessary to protect the stream, wetlands, or riparian areas, additional width may be required. There shall be no projections into either the 100 year floodplain or stream setback.

- A. Permissible Improvements or Activities. Certain improvements and or activities may be located within the stream setback as long as site disturbance is minimized to the greatest extent practical, including, but not limited to the following: improvements pursuant to a floodplain development permit; revegetation of previously disturbed areas, removal of existing building encroachments, footpaths not exceeding 3 feet in width following a route which minimizes disturbance and formed of generally natural, pervious materials; public multi-use paths that are part of the public trail system or that are to be dedicated as public trails through the development review process; head gates, pump houses, hydroelectric wheelhouses and piping, and ditches; flood control and bank

stabilization devices; the removal of state-listed noxious weeds; the removal of dead or dying vegetation; and the removal of vegetation for wildfire mitigation.

Underground utilities or public park improvements and/or structures may be located in such protected area provided there is no practical alternative location, that the plans are approved as a part of a Development Permit or Special Use Permit, or as part of a site specific development plan, following procedures set forth in the Town Code, and that all construction scars are revegetated with appropriate vegetation and sufficient temporary irrigation, if necessary.

B. Exceptions. The Director of Community Development or the Public Works Director may approve a reduction of the stream setback to a minimum of 50 feet or the outer edge of the 100 year floodplain, whichever provides the greater separation from the stream through a Finding of No Significant Impact ("FONSI") process.

1. Report Required. In order to be considered for an exception, the applicant must clearly demonstrate compliance with all the following criteria through the submittal of a report prepared by a resource biologist or other qualified professional. At the discretion of the Director of Community Development or the Public Works Director, the report may be referred to outside agencies for comment, including but not limited to the Eagle County Department of Environmental Health, Colorado Geological Survey, Colorado Parks and Wildlife, the Army Corps of Engineers, or any other applicable agency. The report must specifically address all of the following:

- i. Water Quality. That the setback reduction will not degrade water quality of the stream or ground water.
- ii. Erosion. That the setback reduction will not impact shoreline and stream banks, or cause erosion.
- iii. Habitat. That the setback reduction will not degrade fish and wildlife habitat.
- iv. Scenic and recreational values. That the setback reduction will not negatively impact scenic and recreational value associated with the stream.
- v. Alternative Design. That the proposal for improvements on the site results in a design that more adequately preserves unique characteristics of the site, protects public view sheds, enhances public recreation enjoyment of the stream, or creates a design that results in greater public benefit than would be created by adhering to the 75 foot setback.
- vi. Other circumstances. That other circumstances prevent adherence to the 75 foot setback, including but not limited to: lot depth, lot dimensions, existing development; lot topography.

C. Determination. Based upon review of the application material and the information obtained at the pre-application meeting, and applying the above criteria, the

Director may determine that a FONSI is warranted. If the Director determines that a FONSI is warranted, the Director shall approve the requested exception.

### **11.0 RIPARIAN AREA MANAGEMENT PLAN**

A Riparian Area Management Plan (“RAMP”) shall be submitted prior to or in conjunction with the first Development Plan for a Planning Area. The RAMP shall comply with the provisions of Section 7 of the Red Mountain Ranch Annexation & Development Agreement (the “ADA”).

### **12.0 COLORADO PARKS AND WILDLIFE (CPW) FISHING EASEMENT**

Notwithstanding any provision herein to the contrary, all uses and activities within the Colorado Parks and Wildlife easement recorded November 30, 1988 in Book 496 at Page 133 in the real property records of Eagle County (the “CPW Public Fishing Easement”) shall be subject to the limitations of the CPW Public Fishing Easement.

### **13.0 PARKING REQUIREMENTS**

All uses within Red Mountain Ranch will be subject to the parking standards of the Town Code. Any accessory dwelling associated within a single family residence shall have one dedicated on-site parking space. A Boutique Hotel use as defined in this PUD Guide shall provide one parking space per guest room.

### **14.0 DESIGN REVIEW**

Design guidelines shall be prepared that will establish architectural and building material standards, landscape design, urban design, site design standards and a design review process for each PUD Planning Area within Red Mountain Ranch. These guidelines shall be approved by the Town and in place for any area of the Red Mountain Ranch PUD prior to the approval of any Subdivision Final Plat for that area.

The appropriate home owners association for each Planning Area identified in this PUD Guide, with the exception of Planning Area 5B, Town Park and Planning Area 3, Nature Center, shall establish a Home Owners Association Board that shall have authority and responsibility over the design review process for the Planning Areas within such association.

All projects requiring a Town building permit shall adhere to the standards of this PUD and, where not specifically covered, the provisions of the Town Code.

Applicants for all new buildings or building modifications, residential landscaping or residential landscaping modifications, as defined in the adopted design guidelines, shall submit such proposals for review and approval by the appropriate Home Owners Association Board.

#### **A. Architectural Design Standards:**

The site design concept for Red Mountain Ranch Planning Area 1 is to create a pedestrian friendly, walkable integrated neighborhood with a variety of housing types.

The architecture of the Red Mountain Ranch community will both integrate with and enhance the beauty of the Town and the Eagle River corridor.

Design Guidelines will:

1. Establish design and construction standards that both fit in the setting and ensure a consistent high level of quality across a wide array of housing types;
2. Respond to the unique attributes and sensitivities of the site which are reflected in the design tenets underlying the plan;
3. Implement a diverse but cohesive, unified and balanced architectural and landscape theme;
4. Control massing of buildings to be appropriate in scale and context;

**B. Environmental Building Practices:**

Each Planning Area should include guidelines that address state of the art environmental building practices.

1. Low environmental impact and energy efficiency approaches to site planning, design, landscaping and construction are highly encouraged.
2. Owners are encouraged to review LEED guidelines published by the US Green Building Council ([www.usgbc.org](http://www.usgbc.org)) which encourage energy efficiency, resource efficiency and healthy indoor air quality.
3. Passive and active solar is highly encouraged. Hot water and photo voltaic solar panels are encouraged to be well planned and integrated in to the architectural design. Panels should be installed in the same plane as the roofs and close to flush with the roof. Solar panels and all associated mounting brackets and hardware shall be all black. No bright shiny metal elements are allowed.

**C. Landscape Design Standards:**

Landscape Design Standards will be written and adopted as an integral part of the overall design guidelines. The Landscape Design Standards will meet the requirements of Town Code Section 4.07.020. The intent of the landscape design guidelines will be provide standards for landscaping and water conservation within the PUD that enhance and maintain the character of the residential neighborhoods and public spaces of the Red Mountain Ranch PUD. This will be accomplished by:

1. Setting minimum and maximum standards for planting within residential and public spaces.
2. Promoting the conservation of water through selection of proper plant palettes and the use of efficient irrigation techniques.
3. Controlling the spread of noxious weeds and invasive plant species.

The perimeter area of the Red Mountain Ranch property has been appropriately designed to address compatibility of adjacent uses. The higher density and intensity of land uses is focused towards the existing town center and decreases to very low density residential uses as the property extends eastward. Those densities are compatible with the existing approved residential neighborhoods adjacent to the east end of Red Mountain Ranch. The riverfront area has been protected with additional enhanced setbacks and limitations on uses and vegetation management. The Highway 6 perimeter will be enhanced with landscape screening and berms where appropriate. These details will be developed as the specific PUD Development Plans are designed and reviewed.

**D. Illumination Design Standards:**

Illumination design standards for residential and public uses shall be included within the approved design guidelines. The Illumination Standards will meet the requirements of Town Code Section 4.07.010. The intent of these standards will be to provide compliance with adopted Town lighting requirements and appropriate dark sky practices.

**E. Fencing Design Standards:**

Fencing design standards shall be included within the approved design guidelines. The intent of these standards will be to provide a compatible appearance among residential properties and to regulate the structure, location, height, color and materials of fencing prior to installation. Where appropriate and as required, wildlife friendly fencing will be specified. The Fence Design Standards will meet the supplemental setback standards of Town Code Section 4.04.100 H 6.

## **15.0 SIGNS**

Signs shall comply with the Town Code; unless a comprehensive Red Mountain Ranch Sign Program is approved by the Town.

## **16.0 DOGS AND PET CONTROL**

Each dwelling unit will be permitted to house up to two dogs and offspring up to three months old. Residents will be prohibited from harboring dogs on their property unless they have adequate facilities (i.e., animals kept in residence, a fenced yard, an electronically fenced yard, dog run, or kennel) to contain the animals. Enclosed runs must be located immediately adjacent to the home, within the lot's building envelope if an envelope is required and shall not exceed 1,000 square feet. If facilities are inadequate to contain the dog(s), the animals will be immediately removed from the subdivision until adequate structures can be built.

At no time are dogs to be allowed to run freely, other than within designated leash free dog parks. Red Mountain Ranch shall be subject to any and all leash laws and other pet regulations as adopted by the Town.

Any additional pet restrictions adopted by Red Mountain Ranch owners through other documents such as declarations, covenants and restrictions, design guidelines or rules and regulations will be enforceable by the entity designated for such purpose and will not be enforced by the Town.

## **17.0 TRASH & RECYCLING RECEPTACLES**

Single family, two-family dwelling residences and multi-family residences with garages within the Red Mountain Ranch PUD shall be restricted from storing or leaving trash and recycling receptacles outside overnight. Trash and recycling receptacles shall be placed outside on the day of pick-up and shall be returned to an indoor location the same day.

Multi-family buildings requiring separate exterior trash and recycling storage shall provide wildlife resistant trash and recycling enclosure structures consistent with the approved Design Guidelines.

## **18.0 AMENDMENTS TO THE RED MOUNTAIN RANCH PUD GUIDE**

It is anticipated that modifications or amendments to this PUD Guide will be necessary from time to time. Application for amendment shall be submitted and reviewed as set forth in the Town Code.

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To: Mayor Woods and Town Council

From: Kevin Aoki, IT Manager

Date: March 24, 2026

Agenda Item: Resolution 19, Series 2026: A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Allocation of Additional Funds for a Communications Tower Related to the Building Electrification Project

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**REQUEST:**

Staff requests Town Council approval of a Capital Improvements Fund budget amendment in the amount of \$23,000 to support the purchase and installation of a permanent stand-alone communications tower at Town Hall.

**BACKGROUND:**

The Town is currently in the process of replacing RTU 2 on the Town Hall rooftop as a part of the larger Building Electrification Project. As part of the 2026 Budget, Town Council previously approved funding for the purchase, electrification, and installation related to the Building Electrification project. The vendor supplying the new HVAC unit has since advised that antenna masts may not be mounted to the new unit or its structural support system. This restriction is due to potential interference with maintenance accessibility and operational requirements.

The 2026 Capital Improvements Fund Budget included approximately \$2,000 for the temporary relocation of antennas during the HVAC installation. However, a permanent relocation solution is required to maintain reliable communication infrastructure. This will require installation of a stand-alone communications tower, at an estimated cost of \$25,000. The difference between the budgeted temporary relocation (≈\$2,000) and the required permanent solution (≈\$25,000) results in a funding gap of approximately \$23,000, which was not included in the originally approved HVAC project budget.

**ANALYSIS:**

The existing antenna mast has historically been mounted to the HVAC support structure on the Town Hall rooftop. With the installation of the new HVAC unit—and the vendor’s prohibition on mounting equipment to the unit—no suitable rooftop structure remains that can safely or reliably support communications equipment.

A standalone communications tower provides the following benefits:

- A permanent, code compliant mounting solution
- Uninterrupted operational reliability for public safety, Town communications systems, and network infrastructure
- Elimination of the need for future temporary relocations during maintenance

- A safer, more accessible structure for technicians

The estimated project cost of \$25,000 includes materials, fabrication, installation, required realignment and structural modifications.

**COMMUNITY INPUT:**

Not applicable.

**BUDGET / STAFF IMPACT:**

A budget amendment of \$23,000 is required to cover the cost difference between the originally budgeted temporary relocation and the actual cost of installing a permanent stand-alone tower. This request is an unexpected above target CIP project. This amendment will ensure continuity of Town communications and prevent future recurring expenses related to temporary moves or equipment repositioning.

The current Capital Improvements Fund 2026 Budget is shown on the following page. This additional expense of \$23,000 will reduce projected ending fund balance from \$14,836,128 to \$14,813,128. It's important to note that of that \$14,813,128 new projected ending fund balance, only \$777,609 will be available for new or existing future projects due to the fund's external restrictions, the Town's internal commitments, and our approved Fund Balance and Reserves Policy.

**CAPITAL IMPROVEMENTS FUND**

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
<b>FUND BALANCES (Beginning):</b>						
<b>RESTRICTED FOR:</b>						
COMMUNITY ENHANCEMENT 1	51,242	\$ 105,763	\$ 104,367	\$ 157,867	51%	\$ 53,500
GRAND AVE: TRANSPORTATION EXPENDITURES	1,788,531	1,881,531	1,885,617	1,969,617	4%	84,000
<b>ASSIGNED FOR:</b>						
GRAND AVENUE	7,129,504	8,148,697	7,931,023	7,737,615	-2%	(193,408)
AFFORDABLE HOUSING	375,000	213,479	750,000	-	-	-
TOWN FACILITIES	-	-	-	560,000	-	-
OTHER CAPITAL PROJECTS	6,020,823	4,532,681	4,469,361	6,603,369	48%	2,134,008
<b>TOTAL FUND BALANCES (Beginning)</b>	<b>15,365,100</b>	<b>\$ 14,882,151</b>	<b>\$ 15,140,367</b>	<b>\$ 17,028,468</b>	<b>12%</b>	<b>\$ 1,888,101</b>
<b>REVENUE</b>						
31-430-45 Capital Improvement Interest	\$ 679,838	\$ 550,000	\$ 550,000	\$ 550,000	0%	\$ -
31-430-46 Community Enhancement Interest	2,182	-	-	-	-	-
31-430-47 Devolution & Transportation Interest	97,086	35,000	84,000	35,000	-58%	(49,000)
31-430-50 Community Enhancement 1	53,128	54,800	53,500	53,500	0%	-
31-430-60 Municipal Land Dedication	-	-	-	-	-	-
31-430-65 LERP - Fee In Lieu	-	-	-	-	-	-
31-430-70 Miscellaneous Income	-	-	398,052	-	-100%	(398,052)
31-430-74 Developer Contribution to Grand Ave.	-	-	1,088,300	-	-100%	(1,088,300)
31-430-77 Eagle County Contributions	-	-	-	-	-	-
31-430-78 ECO Reimbursement	-	-	-	-	-	-
31-430-84 Public Safety Impact Fees	36,875	-	502,967	188,000	-63%	(314,967)
31-430-85 Street Impact Fees	17,886	-	253,917	160,000	-37%	(93,917)
31-430-86 Use Tax	700,909	480,000	1,887,256	1,750,000	-7%	(137,256)
31-430-87 Grants	-	1,243,447	505,000	250,000	-50%	(255,000)
31-436-72 Sale of Fixed Assets	-	-	560,000	-	-100%	(560,000)
31-437-80 Transfer from STCIF	250,000	250,000	250,000	250,000	0%	-
31-437-10 Transfer from General Fund - Grand Ave	1,500,000	955,000	955,000	1,500,000	57%	545,000
31-437-10 Transfer from General Fund - LERP	375,000	-	-	-	-	-
31-437-10 Transfer from General Fund - Other	291,275	500,000	500,000	500,000	0%	-
<b>TOTAL REVENUE</b>	<b>4,004,177</b>	<b>\$ 4,068,047</b>	<b>\$ 7,587,992</b>	<b>\$ 5,236,500</b>	<b>-31%</b>	<b>\$(2,351,492)</b>
<b>TOTAL SOURCES</b>	<b>\$ 19,369,277</b>	<b>\$ 18,950,198</b>	<b>\$ 22,728,359</b>	<b>\$ 22,264,968</b>	<b>-2%</b>	<b>\$ (463,392)</b>
<b>EXPENDITURES</b>						
Capital Expenditures	\$ 4,228,909	\$ 6,110,667	\$ 5,699,892	\$ 7,428,840	30%	\$ 1,728,949
Transfers to Other Funds	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,228,909</b>	<b>\$ 6,110,667</b>	<b>\$ 5,699,892</b>	<b>\$ 7,428,840</b>	<b>30%</b>	<b>\$ 1,728,949</b>
<b>NET SOURCE (USE) OF FUNDS</b>	<b>\$ (224,732)</b>	<b>\$ (2,042,620)</b>	<b>\$ 1,888,101</b>	<b>\$ (2,192,340)</b>	<b>-216%</b>	<b>\$(4,080,441)</b>
<b>FUND BALANCES (Ending):</b>	<b>15,140,367</b>	<b>12,839,531</b>	<b>17,028,468</b>	<b>14,836,128</b>	<b>-13%</b>	<b>\$(2,192,340)</b>
<b>RESTRICTED FOR:</b>						
COMMUNITY ENHANCEMENT 1	104,367	\$ 160,363	\$ 157,867	\$ 211,367	34%	\$ 53,500
GRAND AVE: TRANSPORTATION EXPENDITURES	1,885,617	1,916,531	1,969,617	2,004,617	2%	35,000
<b>ASSIGNED FOR:</b>						
GRAND AVENUE	7,931,023	7,353,697	7,737,615	8,192,615	6%	455,000
AFFORDABLE HOUSING	750,000	213,479	-	-	-	-
TOWN FACILITIES	-	-	560,000	560,000	-	-
OTHER CAPITAL PROJECTS	4,469,361	3,195,461	6,603,369	3,867,529	-41%	(2,735,840)
<b>TOTAL FUND BALANCES (Ending):</b>	<b>15,140,367</b>	<b>\$ 12,839,531</b>	<b>\$ 17,028,468</b>	<b>\$ 14,836,128</b>	<b>-13%</b>	<b>\$(2,192,340)</b>
<i>Excess Fund Balance Available per Policy</i>	<b>\$ 2,829,147</b>	<b>\$ 1,140,128</b>	<b>\$ 4,996,777</b>	<b>\$ 800,609</b>		

**RECOMMENDED ACTION:**

Motion to approve a resolution authorizing a budget amendment in the amount of \$23,000 for the installation of a permanent standalone communications tower at Town Hall.

**ATTACHMENTS:**

- Resolution 19, Series 2026

**TOWN OF EAGLE, COLORADO**  
**RESOLUTION NO. 19**  
**(Series of 2026)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,  
AUTHORIZING THE ALLOCATION OF ADDITIONAL FUNDS FOR A COMMUNICATIONS  
TOWER RELATED TO THE BUILDING ELECTRIFICATION PROJECT

WHEREAS, the Town of Eagle is in the process of replacing RTU 2 on the Town Hall rooftop as part of the larger Building Electrification project; and

WHEREAS, the Town Council previously approved funding in the 2026 Budget for the purchase, electrification, and installation associated with the Building Electrification project; and

WHEREAS, the vendor supplying the new HVAC unit has advised that antenna masts may not be mounted to the new unit or its support structure due to potential interference with maintenance and operational access; and

WHEREAS, the 2026 Budget included roughly \$2,000 for the temporary relocation of antennas during the HVAC replacement project; and

WHEREAS, a permanent relocation of the antennas requires the installation of a stand-alone communications tower, at an estimated cost of approximately \$25,000; and

WHEREAS, the difference between the budgeted temporary relocation costs and the required cost for permanent relocation necessitates a budget amendment of approximately \$23,000, which was not included in the original HVAC project budget;

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

Section 1. The Town Council hereby authorizes a budget amendment in the amount of \$23,000 from the Capital Improvements Fund to support the purchase and installation of a permanent stand-alone communications tower to replace the antenna mast previously mounted on the HVAC support structure.

INTRODUCED, READ, PASSED AND ADOPTED ON MARCH 24, 2026.

TOWN OF EAGLE, COLORADO

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Bryan Woods, Mayor

ATTEST:

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Camille Deering, Town Clerk