



Town Council
Tuesday, March 23, 2021

ONLINE MEETING

Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be an online meeting.

[ACCESS THE ON-LINE MEETING HERE](#)

Please note: All participants are automatically muted. In order to be called upon and unmuted, you will need to use the "raise hand."

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

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

For technical difficulties please email bill.shrum@townofeagle.org and we will do our best to assist you.

CALL TO ORDER - 6:00 PM

OATH OF OFFICE - 6:00 PM

1. Geoffrey Grimmer, Oath of Office
2. Janet Bartnik, Oath of Office

ROLL CALL - 6:05 PM

ADOPTION OF AGENDA - 6:05 PM *Opportunity for amendment or deletions to the agenda.*

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

PRESENTATIONS - 6:15 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

1. One Book One Valley Proclamation, Lori Barnes
2. CIRSA Code of Ethics and Conduct, Sam Light

CONSENT AGENDA - 6:50 PM *Consent agenda items are routine Town business, items which 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. (5 Minutes)*

1. Minutes - March 9, 2021
2. Resolution 31, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Settlement Agreement Between the Town of Eagle, Eagle County School District Re-50J and the Mountain Recreation Metropolitan District"
3. Sweet Leaf Pioneer LLC Retail Marijuana Store License and Cultivation License Renewal

STAFF REPORTS - 6:55 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
 - a. 2021 Event Calendar
 - b. American Rescue Plan Act of 2021 - Coronavirus State and Local Recovery Funds Fact Sheet

BUSINESS ITEMS - 7:05 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. PUBLIC HEARING: AN20-01 Powell Park Annexation
 - a. Resolution 30, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Making Certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Powell Park Subdivision)"
 - b. Ordinance 4, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County, Zoning the Property Residential Medium and Approving the Associated Annexation Agreement"
2. PUBLIC HEARING: LURA21-01 Amendment to the West Eagle Sub Area Plan
 - a. Resolution 29, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Ratifying an Amendment to The West Eagle Sub Area Plan"
3. PUBLIC HEARING: PUDA20-01 Haymeadow PUD Amendment Request to Continue to April 27, 2021
4. Ordinance 03, Series 2021 "An Ordinance of the Town Council of the Town of Eagle, Colorado, Providing for a Utility Enterprise as an Enterprise of the Town Under Article X, Section 20 of the Colorado Constitution "
5. Town Council Committee Appointments
 - a. Resolution 25, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing _____ to the CML Policy and Legislative Committee"
 - b. Resolution 26, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing _____ to the Compact of Colorado Communities"
 - c. Resolution 27, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing _____ to the Eagle County Climate Action Collaborative and _____ as an Alternate"
 - d. Resolution 28, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing _____ and _____ to the Grand Avenue Corridor Stakeholder Committee"
6. Community Survey Budget Funding Request

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:30 PM

1. Council Committee Update
2. Haymaker Trailhead Improvements
3. Future Agenda Items

ADJOURN - 8:50 PM

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: March 23, 2021

Agenda Item: Geoffry Grimmer Oath of Office

REQUEST: Newly appointed Council Members Geoffrey Grimmer and Janet Bartnik are requested to read into the record their Oath of Office.

BACKGROUND: Pursuant to the Eagle Town Charter, Section 3.08, before entering upon the duties of the office of Mayor or Council Member, every person shall take, subscribe before, and file with the Town Clerk an Oath of Office.

ANALYSIS: The Oath of Office, while a requirement, is also an affirmation to make a public commitment to the duties, responsibilities, and obligations to hold public office.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: There is no budget impact.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Council members will continue to update the strategic plan to accomplish the major objectives, guiding principles, and mission and vision of the Town of Eagle.

RECOMMENDED ACTION OR PROPOSED MOTION: New members Geoffrey Grimmer and Janet Bartnik are requested to read their oaths into the record.

ATTACHMENTS:

1. GRIMMER OATH



OATH

I, Geoffrey Grimmer, swear, that I will support the Constitution of the United States, the Constitution of the State of Colorado, the Charter and the ordinances of this Town, and will faithfully perform the duties of my office.

Sworn to this _____ day of _____, 2021.

Jenny Rakow, Town Clerk



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: March 23, 2021

Agenda Item: Janet Bartnik, Oath of Office

REQUEST: Newly appointed Council Members Geoffrey Grimmer and Janet Bartnik are requested to read into the record their Oath of Office.

BACKGROUND: Pursuant to the Eagle Town Charter, Section 3.08, before entering upon the duties of the office of Mayor or Council Member, every person shall take, subscribe before, and file with the Town Clerk an Oath of Office.

ANALYSIS: The Oath of Office, while a requirement, is also an affirmation to make a public commitment to the duties, responsibilities, and obligations to hold public office.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: There is no budget impact.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Council members will continue to update the strategic plan to accomplish the major objectives, guiding principles, and mission and vision of the Town of Eagle.

RECOMMENDED ACTION OR PROPOSED MOTION: New members Geoffrey Grimmer and Janet Bartnik are requested to read their oaths into the record.

ATTACHMENTS:

1. BARTNIK OATH

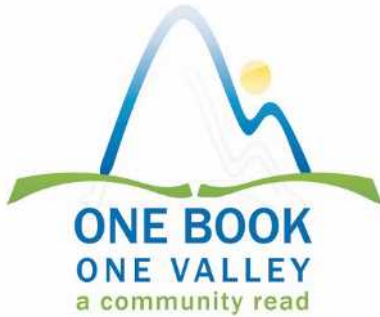


OATH

I, Janet Bartnik, swear, that I will support the Constitution of the United States, the Constitution of the State of Colorado, the Charter and the ordinances of this Town, and will faithfully perform the duties of my office.

Sworn to this _____ day of _____, 2021.

Jenny Rakow, Town Clerk



Official Proclamation

ONE BOOK ONE VALLEY, 2021

A valley-wide Community Read sponsored by the
Towns of Avon, Eagle, Gypsum, Minturn,
Red Cliff and Vail

WHEREAS, Community Read programs have united and uplifted hundreds of cities and principalities throughout the United States of America; and,

WHEREAS, the book “Lab Girl” by Hope Jahren (acclaimed scientist who has built three laboratories in which she’s studied trees, flowers, seeds, and soil) was published in 2016 and is now available in paperback, large print, eBook & eAudiobook formats. This book is a Winner of the National Book Critics Circle Award and a New York Times Notable Book; and,

WHEREAS, this Eagle Valley Community Read is the 10th Anniversary year of the One Book One Valley initiative and, as such, we applied for and were awarded an NEA Big Read grant to host the National Endowment for the Arts Big Read in Eagle County. The NEA Big Read, an arts endowment initiative in partnership with Arts Midwest, broadens how the community understands the world, different communities and fellow humans through the joy of sharing a good book.

WHEREAS, this Eagle Valley Community Read will feature book discussions by a number of groups and organizations throughout the county; a variety of special related programs hosted by the partnering organizations including, new this year, Betty Ford Alpine Gardens, Walking Mountains Science Center and the Town of Vail’s Department of Environmental Sustainability; and, a special Guest Appearance by the author; and,

WHEREAS, the Vail Public Library, in collaboration with the Bookworm of Edwards, Colorado Mountain College, Battle Mountain High School, Eagle Valley High School and Vail Mountain School have resolved to bring this valley-wide Community Read program to the citizens of Eagle County; and,

WHEREAS, the One Book One Valley initiative will encourage literacy and shared enjoyment of reading throughout Eagle County,

NOW, THEREFORE, we, the Town Council of the Town of Eagle do hereby promote the One Book One Valley initiative and officially announce and promote the book “Lab Girl” to all Eagle County residents for their enjoyment and the enjoyment of all.



CHAPTER 6

ETHICAL CONDUCT IN LOCAL GOVERNMENT

By: Robert Widner, Widner Juran LLP

Introduction

Citizens have a right to expect ethical behavior from local government officials. In the municipal context, “ethical behavior” generally means the conduct of public business in a manner that will preserve or restore the public’s trust in government. In many instances, local government officials are unaware of the rules and guidelines governing their official behavior. This chapter outlines a basic regulatory framework for ethical behavior for local government officials and advocates on the premise that limited but enforceable local regulation is necessary to protect the public trust. The first part of this chapter focuses upon “*what*” ethical activity should be regulated at the local level. The second part focuses upon “*how*” local ethical standards should be enforced.

Why Regulate Local Ethics?

Both media stories and national studies of local government decision-making highlight the need for regulation of ethical behavior by local government officials. Unfortunately, ethical violations do occur at all levels of government and may range from the use of a public office to help a friend secure special treatment from the government to corruption, self-dealing, or just plain poor decision-making. Although the vast majority of public officials ably conduct official business without ethical missteps, a single publicized violation can cast a cloud upon the entire government organization and raise suspicion that other public officials are engaged in similar misconduct. Simply put, ethical violations erode public trust.

Colorado state law attempts to describe appropriate standards of conduct for local government officials in Title 18, Article 24 of the Colorado Revised Statutes. The state law fails in many respects to articulate clearly the standards for ethical behavior or to define key statutory phrases, such as what constitutes “personal or private interest.” State law further fails to serve the needs of local government by delegating the enforcement of alleged local ethical violations to the local district attorney’s office. This delegation often proves ineffective as it requires district attorneys to divert their limited resources from the enforcement of criminal conduct to the investigation and enforcement of

state misdemeanor ethical misconduct. Moreover, enforcement of statutory standards of conduct against elected public officials by elected district attorneys can—fairly or unfairly—lead observers to assume that politics, rather than justice, will dictate the outcome.

In addition to state statutory law, in 2006 the Colorado voters enacted Amendment 41, a constitutional citizen initiative. Amendment 41 was codified into Article XXIX of the Colorado Constitution. The purpose of Article XXIX was to establish new statewide rules governing the receipt of gifts and other considerations by government officials. It also allows a state independent ethics commission to hear complaints, issue findings, and assess penalties in connection with ethics issues arising under Article XXIX and under any other state standards of conduct and reporting requirements. The state's independent ethics commission has proven a less than effective means of addressing ethics at the local level due to lengthy hearing timelines and the need for local officials to defend conduct in a state tribunal located in Denver using state, and not locally, created and imposed ethics regulations. Of significant importance to the creation of local ethics regulation, Article XXIX includes an explicit exemption which limits the state's independent ethics commission's jurisdiction: Home rule municipalities that have enacted local ethics codes which address the topics of Article XXIX are not subject to the jurisdiction of the independent ethics commission.

Municipalities may overcome these state statutory and constitutional shortcomings through local regulation and local enforcement of ethical behavior. Effective local regulation of public officials' ethics necessarily involves two distinct elements. The first is a set of clearly written directives identifying what constitutes unacceptable or unethical behavior. The second is a process for enforcing the written directives in a reasonable, fair, and efficient manner.¹

What Should be Regulated?

The most common problems with local rules of ethical conduct are vagueness and overbreadth. Sweeping general statements such as “city officials should comport themselves at all times in a professional manner” are too vague to help either the officials or their constituents understand what is and is not acceptable. Likewise, regulations that attempt to set standards for the officials' personal life may seem admirable, but are really beyond the scope of good ethical regulation. Consequently, any set of ethical regulations should focus on the conduct of public officials while performing their public duties and should be specific enough to clearly define what constitutes an ethical violation.

Engaging in criminal conduct while in the course of one's public responsibilities should always be an ethical violation. However, criminal acts committed by public officials outside of their official role and in their private capacity are best left to local law enforcement or, as discussed below, the public's right of recall. It may be true that a public official's criminal activity unrelated to public office can still undermine public trust, but if your ethical code provides that “any felony or misdemeanor criminal activity” committed by a public official constitutes an ethical violation, are you prepared to sanction a board or council member who receives a jaywalking ticket?

A criminal act committed by a public official in his private life will typically only call into question the qualifications of that particular public official to serve the public. To that end,

state law provides a remedy in the right of recall, a process by which the voters can decide whether that individual should continue to serve. Local ethical regulations, however, should avoid putting members of the municipal governing body in the role of overseeing and enforcing the private activities of one of their own.

It is also customary, and a good idea, for local ethics regulations to incorporate as an ethical violation any failure of the public official to adhere to important provisions of the municipal charter or ordinances, such as provisions that prohibit elected officials' interference with the city manager's supervisory role over city employees. In addition, ethics regulations should prohibit:

- the intentional disclosure of confidential governmental information;
- the acceptance of gifts of substantial value;
- the misuse of public resources or public equipment; and
- engaging in contractual relationships for the personal benefit of the public official and/or the official's relatives or any business in which the official has an interest.

In summary, local ethical regulations should prohibit the conduct that will most directly impair the public's trust in the local government organization as a whole. If drafted with appropriate attention to specificity, effective local regulation will put public officials on notice of precisely what constitutes inappropriate behavior related to their public service, and will clearly inform constituents of what is expected of their local representatives. Accompanying the regulations should be well-defined steps for disclosure and recusal in circumstances giving rise to conflicts of interest. Finally, local codes should include terms and phrases designed to avoid vagueness and ambiguity.

How Should Ethics Codes be Enforced?

Ethics regulations effectively inform officials what conduct is permitted and prohibited in public service. However, without a means to enforce the ethical requirements, the regulations become largely meaningless.

Creating a process to enforce ethical regulations requires careful thought. Ensuring that the regulations are enforced fairly is a paramount concern. Fair enforcement is fostered when regulations clearly articulate the requirements and expectations of every step of the enforcement action. Where a step is optional, such as whether an investigation of the ethics complaint will be performed, the criteria and procedures for determining whether the step will be employed should be clearly identified and followed. The regulations should contemplate the need for issuing subpoenas for documents and compelling witness testimony and attendance.

The typical process will include a complaint, the identification of the hearing body or hearing officer, an initial review, investigation, a hearing, a decision and, if appropriate, a penalty.

Complaint

The initiation of the process to enforce an ethical standard should require a written complaint or allegation of unethical conduct. The form of the written complaint is

important. The person charged with unethical conduct has a right to know what conduct is alleged to have violated the ethical rules.

At a minimum, the complaint should include a detailed description of the action alleged to have violated the rules and citation to the ethical rules alleged to be violated by such conduct. Requiring the complaining party to verify or certify under penalty of perjury or other sanction that the allegations are truthful may aid in preventing complaints that are merely intended to harass or which might be politically motivated. Once received, the complaint must be must formally delivered or served upon the person alleged to have violated the rules.

Hearing Body or Officer

A critical decision for any ethical enforcement action is the selection of the appropriate hearing body or officer to hear the allegations, render a decision, and impose a penalty, if appropriate. The enforcement regulations should identify the process for selection, composition, and qualifications of the hearing body or hearing officer. The options are numerous. The hearing body might, for example, be composed of the entire governing body of the local government, a governing body subcommittee, a citizen ethics board, or an independent hearing officer. Moreover, the decision of the hearing body or officer can be considered advisory and made subject to final review and ratification by the governing body.

Each option presents advantages and disadvantages. The elected governing body is a logical selection when judging the conduct of its fellow members or public servants due to its role as representing the citizens who demand ethical action by government. However, selecting the governing body or individual members of the governing body risks injecting elements of political favoritism into the ethics process, and raises complications where other members are necessary witnesses to facts alleged in the complaint. Similarly, while citizen members have a direct interest in ethical governmental action, citizens can oftentimes be politically aligned with elected officials or lack the experience to understand the allegations in the context of public service. Individual hearing officers, while perhaps free of any political motivations, may lack accountability to the citizens.

Initial Review

A preliminary or initial review of the complaint may be a beneficial step. A complaint may fail to assert any actions by the public servant that constitute an ethical misstep or may assert actions that are unrelated to the servant's public duties. In addition, a complaint may, on its face, be submitted for the sole purpose of harassing the public servant. At a preliminary review, the hearing body or officer can elect to dismiss the complaint, thereby saving the local government time and money in processing spurious or specious allegations. Any decision to dismiss the complaint should be made in writing and provided to the complaining party and the person against whom the allegations were raised.

Investigation

For some but not all complaints, an investigation might be warranted. If warranted and approved by the hearing body or officer, the investigation should be undertaken by an independent and neutral party. This investigation might involve the interview of witnesses and review of the evidence, and may culminate in a written summary of disputed and undisputed facts relevant to the issues to be decided by the hearing body or officer.

Hearing

For complaints that warrant prosecution, a hearing should be held to consider the complaint. In some circumstances, the hearing may include a preliminary stage whereby the hearing body or officer reviews the investigative report and, if appropriate, may elect to dismiss the allegations if the investigation established that the evidence does not support a finding of wrongdoing. Conducted in a manner similar to a judicial proceeding, the hearing should permit the presentation of evidence to support the allegations of unethical conduct and an opportunity to provide a defense against the allegations. The local government may employ a prosecutor to present the allegations and evidence. Any decision by the hearing body or officer should be made in writing to ensure an adequate record and formally conclude the proceeding.

Decision and Penalty

In the event that the hearing body or officer finds a violation of the ethical standards, a penalty may be in order. Obviously, the severity of the penalty can vary depending upon the seriousness of the violation. Penalties may range from a simple letter of admonition or censure, to removal of the public servant from certain duties or responsibilities, to more drastic action including removal from elective office.

It is exceedingly rare for ethical violations to result in a monetary fine. A monetary fine or action to void a contract resulting from unethical conduct is most appropriate where the ethical violation caused probable financial harm to the community. These types of violations are best prosecuted by the district attorney under the public trust provisions of state law.

Importantly, removal from office is a power best reserved for the governing body which holds the power of removal pursuant to the charter (for home rule municipalities) or state statutes (for statutory cities and towns). Moreover, it is important to acknowledge that elected officials remain accountable to the citizens and are subject to recall from office should their constituents feel the ethical standards of their official are lacking. For that reason, removal from office should be considered only in the most egregious cases.

Footnote:

1. Many home rule and statutory municipalities in Colorado have adopted local ethics regulations, ranging from comprehensive charter provisions and ordinances to a few local supplements to state law. CIRSA members can obtain examples of local ethics ordinances by contacting saml@cirsa.org.



Adopting a Local Code of Ethics

Presented by Sam Light, CIRSA General Counsel

Town of Eagle Town Council
March 23, 2021

Background - Existing Ethics Requirements

- Colorado Constitution Amendment 41 – Colo. Const. Article XXIX
- Code of Ethics – C.R.S. 24-18-101 et seq.
- Proscribed Acts Related to Contracts – C.R.S. 24-18-201 et seq.
- Criminal Statutes Related to Government Operations – C.R.S. 18-8-301 et seq. and C.R.S. 18-8-401 et seq.
- Eagle Home Rule Charter – Section 3.06

Eagle Home Rule Charter

Eagle Home Rule Charter:

3.06 Code of Conduct and Ethics. The Council shall adopt by resolution a Code of Conduct and Ethics, which shall address Council conflicts of interest and behavior. No Council Member or Mayor shall vote on any question in which they have a conflict of interest. A conflict of interest occurs when a Council Member or Mayor has a substantial personal or financial interest in the outcome of the question, whether direct or indirect, or on any questions concerning their own conduct, as may be further defined in the adopted Code of Conduct and Ethics. The adopted Code of Conduct and Ethics shall specify penalties for violations of its provisions as well as for violations of this Charter.

Adopting a Local Code – Policy Considerations

Why Pursue/Adopt Local Rules:

- Are existing rules inadequate to address certain local interests/values?
- Are there real and/or perceived gaps or ambiguities respecting current rules?
- Are there issues of proximity/transparency (real and/or perceived) that inform your approach or the outcome?
- Is local control/local enforcement important?

Home Rule Municipalities - Local Control/Local Enforcement

- Amendment 41 (Colo. Const. Art. XXIX, Section 7):
“Section 7. COUNTIES AND MUNICIPALITIES. Any county or municipality may adopt ordinances or charter provisions with respect to ethics matters that are more stringent than any of the provisions contained in this article. **The requirements of this article shall not apply to home rule counties or home rule municipalities that have adopted charters, ordinances, or resolutions that address the matters covered by this article.**”

Home Rule Municipalities – Local Control/Local Enforcement

- Meaning of Section 7—and reach of the Independent Ethics Commission's jurisdiction with respect to home rule municipalities—remains unsettled.
- But, if the Town's desire/interest is to be under its own system, the local code of ethics needs to include a gift ban that addresses at least the particular restrictions set out in Amendment 41—e.g., gift limit and related ban, prohibitions on certain transactions without consideration.
- In addition, the local code needs to include provisions for an independent commission (or similar body) to receive, investigate, hear, and enforce the local ethics provisions.

Adopting a Local Code – Policy Considerations

Who/What is to be Regulated?

- What is the desired scope of any local code; e.g.:
 - Council (per Charter mandate)?
 - Others? Boards/Commissions/Employees?
- Is there an interest in regulating conduct not addressed in existing rules (or regulating it in a different way)?
- Is the interest in supplementing? Or substituting?

Adopting a Local Code – Policy Considerations

How Should the Local Rules be Enforced?

- Avoid overly complex procedures but ensure your procedures (1) give appropriate attention to the interests of all parties to the process, and (2) engenders confidence and trust in the system.
- The enforcement procedures should include:
 - Complaint intake and referral process.
 - Identification of officer(s) or body(ies) to investigate and hear complaints.
 - Hearing procedures.
 - Decision process and penalties.

Adopting a Local Code – What About Process?

CIRSA Suggestions:

- *Discuss first, draft later.* Discuss first the broad interests/values/needs in pursuing a local code. Is there Council buy-in to the effort to be initiated?
- *Policy development.* Council as a whole? Council Committee? Task Force? Citizen and staff participation? How are discussions facilitated?
- *Drafting.* Focus ethics code on conduct and process. Be specific and not general. Vet drafts for both legal compliance and non-legal clarity. Use your legal experts. Sample codes are helpful, but they should not frame/drive all issues.
- *Draft Review.* What is the scope/extent of that process? Who participates?
- *Adoption & Implementation.* Education, training, and access are key!

Concluding Thoughts

“Effective local regulation of public officials’ ethics necessarily involves two distinct elements. The first is a set of clearly written directives identifying what constitutes unacceptable or unethical behavior. The second is a process for enforcing the written directives in a reasonable, fair, and efficient manner.”

“A local government ethics law is a municipal official’s best friend and a private citizen’s greatest ally.”

“It is far better to prevent unethical conduct from occurring in the first place than to punish it after it occurs.”

Resources

- CIRSA “Ethical Conduct in Local Government”: <https://www.cirsa.org/wp-content/uploads/2019/06/Ethical-Conduct-in-Local-Government.pdf>.
- Sample Codes of Ethics from Other Home Rule Municipalities:
 - Louisville: <https://www.louisvilleco.gov/home/showdocument?id=1468>
 - Telluride: <https://telluride.municipal.codes/TMC/2-4-240>
 - Castle Pines: https://library.municode.com/co/castle_pines/ordinances/municipal_code?nodeId=967791
- IEC Ethics Handbook: https://www.colorado.gov/pacific/sites/default/files/IEC_Ethics_Handbook_2016.pdf.
- Ethics Codes for Local Governments, Part 1 (<http://mrsc.org/Home/Stay-Informed/MRSC-Insight/February-2021/Ethics-Codes-for-Local-Governments-Part-1.aspx>) and Part 2 (<http://mrsc.org/Home/Stay-Informed/MRSC-Insight/February-2021/Ethics-Codes-for-Local-Governments-Part-2.aspx>) (perspectives from another state on adopting a local ethics code).



MEETING MINUTES

ONLINE MEETING

Town Council

Tuesday, March 9, 2021

Public Meeting Room / Eagle Town Hall

200 Broadway Eagle, CO

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

The times listed are approximate and are subject to change.

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an online meeting.

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCIL MEMBERS PRESENT

Matt Solomon, Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier, David Gaboury

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant Town Manager
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Peyton Heitzman, Planner I
Jessica Lake, Planner I
Joey Stauffer, Police Chief
Lynette Horan, Human Resources Manager

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member Mikel Kerst motioned to approve the Agenda. The motion was seconded and passed with a vote of 5 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, and Gaboury) and 0 opposed.

PUBLIC COMMENT

Laura (unknown), thanked the Town Council for distributing Eagle Bucks.

PRESENTATIONS

1. Red Canyon Townhomes Land Donation Proposal, Michael Lavery
Michael Lavery provided information to the Council on his request to make a donation of 1 acre of land to the Town located by Red Canyon Townhomes as a charitable contribution.

Council Comments: directed staff to work with Michael Lavery on this request.
2. Greater Eagle Fire Protection District, Hugh Fairfield Smith
Hugh Fairfield Smith and Chief Doug Cupp presented this item and requested approval of the mitigation plans as

presented.

Council Comments: inquiry if Eagle Fire was able to provide wildfire assessments with homeowners, Chief Cupp stated they can do assessments for residents.

MOTION: Council Member Matt Solomon motioned to approve the wildfire mitigation as presented and as needed going forward. The motion was seconded and passed with a vote of 5 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, and Gaboury) and 0 opposed.

3. SGM - Lower Basin Water Treatment Plant Update

Warren Swanson from SGM presented this item and included a project budget summary.

Council Comments: inquiry on concern if the total costs are too close to the amount of SRF loan. Warren responded they are currently working on some issues and disagreements related to costs.

4. MWH - Lower Basin Water Treatment Plant Update

Michael Haarman and Tyler Hendrix from MWH presented this item and included an update and summary of the project.

Council Comments: inquiry on when the project would be complete. Tyler and Michael stated all systems are ready and tested, they will be finishing the water pumps next week. They are currently working on crack repair, which will be the last remaining item before completion.

Tom Gosiorowski stated he would like to set up site tours for the Council.

CONSENT AGENDA

Council Comments: request to pull Item #4, Resolution 22. Series 2021 for further discussion. Council reached consensus to add Mayor Pro Tem to the list of signors to the Resolution.

MOTION: Council Member Matt Solomon motioned to approve Resolution 22, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado Revising the Check and Electronic Fund Transfer Signing Authority Policy with the addition of Mayor Pro Tem as an authorized signor. The motion was seconded and passed with a vote of 5 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, and Gaboury) and 0 opposed.

MOTION: Council Member David Gaboury motioned to approve the consent agenda. The motion was seconded and passed with a vote of 5 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, and Gaboury) and 0 opposed.

1. Minutes - February 23, 2021

2. Bill Pay - February 2021

3. Base Camp Eagle Reimbursement Agreement

4. Resolution 22, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Revising the Check and Electronic Fund Transfer Signing Authority Policy"

5. Resolution 23, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing the Reduction of the Performance Guarantee for the Eagle Landing at Brush Creek Development due to the Completion of Public Improvements"

STAFF REPORTS

1. Town Manager Update
2. Department Update

BUSINESS ITEMS

1. Municipal Broadband Project Update
Brandy Reitter provided an overview of this item.

Council Comments: inquiry on how to reduce the bond if costs come in lower than expected. Troy Bernberg stated the Town can negotiate with the bank for a loan on only the amount that is drawn. Inquiry on public health language in the ordinance. Attorney Matt Mire stated it is standard language for ordinances. Discussion on combining the wastewater and broadband enterprise. Troy Bernberg indicated that because the Town is not refinancing the wastewater bonds, it needs to combine the accounts for collateral purposes. Council directed Brandy to bring the Utility Enterprise Ordinance for consideration on March 23rd.

- a. Draft - Combined Utility Enterprise Ordinance
- b. Draft - Ordinance Approving Broadband Bonds

2. PUBLIC HEARING: SU21-01 700 Chambers Avenue, Lot 3 Special Use Permit
Mayor Turnipseed opened the public hearing for Land Use File SU21-01 700 Chambers Avenue, Lot 3 Special Use Permit.

Peyton Heitzman presented this item.

Council Comments: confirmation that the findings as presented were consistent with previous council discussion on this project. Inquiry if an HOA was being formed to address complaints or concerns by the homeowners and tenants of this complex. Ashley Patriacca stated owners are onsite at this location and homeowners and tenants will be given the owner's contact information for after-hours and weekends.

Mayor Turnipseed opened public comment. There was no comment and public comment was closed.

Council Comments: inquiry on what happens if conditions are not met. Chad Phillips stated the Town can revoke the permit through a process involving the Planning Commission and Town Council. Town Attorney Matt Mire provided that if Council does not believe conditions will be met, they should vote no on this item.

MOTION: Council Member David Gaboury motioned to approve Resolution 24, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Special Use Permit for 700 Chambers Avenue, Lot 3. The motion was seconded and passed with a vote of 3 in favor (Kerst, Turnipseed, and Gaboury) and 2 (Solomon and Bodenhemier) opposed.

- a. Resolution 24, Series 2021, " A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Special Use Permit for 700 Chambers Avenue, Lot 3"
3. PUBLIC HEARING: CT20-04 700 Chambers Avenue, Lot 3 Condominium Plat
Mayor Turnipseed opened the public hearing.

Peyton Heitzman presented this item and stated because of the previous approval of the Special Use Permit, staff is recommending approval of the final plat.

Mayor Turnipseed opened public comment. There was no public comment and public comment was closed.

MOTION: Council Member David Gaboury motioned to approve Resolution 5, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for 700 Chambers Avenue, Lot 3. The motion was seconded and passed with a vote of 5 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, and Gaboury) and 0 opposed.

- a. Resolution 5, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for 700 Chambers Avenue, Lot 3"

4. PUBLIC HEARING: Town Council Candidate Interview Process

Mayor Turnipseed thanked all applicants for applying for the vacancies and provided an outline of the process.

Mayor Turnipseed opened public comment. There was no public comment and public comment was closed.

The Council was provided a link by the Town Clerk to a final vacancy poll to determine the final two vacancy candidates for appointment.

Town Clerk Jenny Rakow provided the results of the poll announcing Geoffrey Grimmer and Janet Bartnik receiving the highest votes.

Brandy Reitter confirmed that the candidates will be sworn in on March 23, 2021.

- a. Candidate Interview Scoring Work Sheet
- b. Vacancy Applicant Information
- c. Public Support Letters

- d. Resolution 19, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Two Councilmembers to Fill Two Vacancies"

MOTION: Council Member Ellen Bodenhemier motioned to approve Resolution 19, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Two Councilmembers to Fill Two Vacancies and naming Geoffrey Grimmer and Janet Bartnik as the two new Councilmembers. The motion was seconded and passed with a vote of 5 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, and Gaboury) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Council Committee Update

Council Member Solomon introduced a new book to share.

Council Member Bodenhemier provided an update on the Open Space & Recreation Advisory Committee, which included the Haymaker Trailhead Improvements discussion. Brandy will provide information on temporary improvement costs by March 23rd for Council consideration.

Council Member Gaboury provided the new DDA board held its first meeting yesterday.

2. Haymaker Trailhead Improvements

3. Eagle River Park Improvements

Brandy Reitter updated the Council that users at the river park are interested in forming a group to suggest improvements to the town. One option is that we allow them to attend and participate on the OSRAC instead of creating a separate group. OSRAC would then provide the options to the Council for consideration and prioritization for funding.

Council Comments: inquiry on using increased sales tax funds for added improvements. Brandy will provide an update on the river park sales tax fund balance and projects for 2021 at an upcoming meeting.

4. Future Agenda Items

Council Member Bodenhemier provided information regarding the Holy Cross Energy Grant and Proclamation for Adam Palmer for a “day of service” to complete projects Adam had started. Information will be sent to Brandy for follow up.

Inquiry on when the budget update will be provided and Jill confirmed to occur quarterly, with the next report to be presented at the second meeting of April.

EXECUTIVE SESSION - 8:25 PM

MOTION: Council Member Matt Solomon motioned to enter into Executive Session to hold a conference with the Town Attorney and special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding the Powell Annexation. The motion was seconded and passed with a vote of 5 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, and Gaboury) and 0 opposed.

- EXECUTIVE SESSION: Executive Session to hold a conference with the Town Attorney and special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding the Powell Annexation.
- 1.

ADJOURN - 8:50 PM

Approved:

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: March 23, 2021

Agenda Item: Resolution No. 31, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Settlement Agreement between the Town of Eagle, Eagle County School District RE-50J and the Mountain Recreation Metropolitan District"

REQUEST:

Staff requests that the Town Council review an agreement to settle the disputes between the School District, Mountain Recreation, and the Town related to lunchtime, recreational basketball programming, and other non-school activities and terminate the 1995 IGA.

INTRODUCTION:

The Settlement Agreement attached to this memo was provided by the Town Attorney. The contents of the agreement have been approved by all parties and reflect the guidance given to staff by the Town Council. While the Town is not expending funds related to the settlement, terminating the IGA does require approval by the Town Council. Resolution No. 31 executes the terms and conditions included in the Settlement Agreement and terminates the 1995 IGA. The School District and Mountain Recreation have reviewed and approved the Settlement Agreement.

ANALYSIS:

The Settlement Agreement includes the following actions:

- Terminates the 1995 IGA forever
- Within 30 days, the Town will receive \$103,000 from the School District
- The School District will pay the Town \$2,500 in attorney fees
- Releases parties of any future claims and obligations under the 1995 IGA
- The agreement supersedes the 1995 IGA
- The Town will withdraw its complaint and demand letters and agrees not to file any lawsuits related to the 1995 IGA
- There is no admission of liability for either party
- There is a recordation requirement

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is no staff impact with this proposal. The Town will receive \$105,500 and staff will hold these revenues in the General Fund until appropriated by the Town Council in the future.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal does not align with any policies or standards and is considered an administrative action.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Resolution No. 31, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Settlement Agreement between the Town of Eagle, Eagle County School District RE-50J and the Mountain Recreation Metropolitan District"

ATTACHMENTS:

- Resolution 31, Series 2021
- Settlement Agreement

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 31
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF EAGLE, EAGLE
COUNTY SCHOOL DISTRICT RE-50J AND THE MOUNTAIN RECREATION
METROPOLITAN DISTRICT

WHEREAS, on or about June 27, 1995 an Intergovernmental Agreement (the “IGA”) between the Eagle County School District RE-50J (the “School District”), the Town and the Mountain Recreation Metropolitan District f/k/a Western Eagle County Metropolitan Recreation District (the “Recreation District”) concerning the construction and use of a school gymnasium facility was entered;

WHEREAS, certain disputes have arisen from the IGA relating to alleged requirements that the School District allow a lunchtime, recreational adult basketball league and other non-school activities to take place on School District property; and

WHEREAS, recognizing the uncertainty of litigation and its associated burdens and expenses, and in order to avoid such burden and expenses, the parties to the IGA have agreed to settle all claims and issues between them related to the IGA and to terminate the IGA pursuant to the terms of the Settlement Agreement, attached hereto as **Exhibit A** and made a part hereof by this reference.

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

Section 1. The Town Council hereby approves the Settlement Agreement in substantially the same form as attached hereto as **Exhibit A**, and in a form approved by the Town Attorney.

INTRODUCED, READ, PASSED AND ADOPTED ON MARCH 23, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into as of this 23 day of March, 2021, by and between Eagle County School District RE-50J, a Colorado public school district, acting by and through its Board of Education (the “School District”); the Town of Eagle Colorado, a municipal corporation by and through its Town Council (the “Town”); and the Mountain Recreation Metropolitan District f/k/a Western Eagle County Metropolitan Recreation District, a Colorado special district, by and through its Board of Directors (the “Recreation District”). (The School District, the Town, and the Recreation District, hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, On or about June 27, 1995 an Intergovernmental Agreement (the “1995 IGA”) between the School District, the Town and the Recreation District concerning the construction and use of a school gymnasium facility was entered; and

WHEREAS, certain disputes have arisen from the 1995 IGA relating to alleged requirements that the School District allow a lunchtime, recreational adult basketball league (“Noonball”) and other non-school activities to take place on School District Property; and

WHEREAS, as a result of this dispute, the Town has threatened a civil action against the School District relating to the provisions of the 1995 IGA; and

WHEREAS, recognizing the uncertainty of litigation and its associated burdens and expenses, and in order to avoid such burden and expenses, the Parties have agreed to settle all claims and issues between them related to the 1995 IGA and terminate the 1995 IGA.

WHEREAS, the District has heightened risks and school safety concerns for both students and employees since entering the IGA, Colorado laws have changed significantly as related to school safety, and opening the building at any time for non-school related activities under the IGA is not conducive to keeping the school as safe as required under Colorado laws.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements, below, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

TERMS AND CONDITIONS

- 1. The 1995 IGA is Forever Terminated.** The Parties mutually agree that the 1995 IGA is hereby terminated effective upon the date of the signatures of the Parties below.
- 2. Payment.** In consideration for the release, as set forth below, and the termination of the 1995 IGA, and other considerations described herein, the receipt and sufficiency of which the Town hereby acknowledges, the School District agrees to pay the Town the sum of \$103,000.00 (the “Payment”) within thirty (30) days of the execution of this Agreement. Further, the School

District will pay the Town the sum of \$2,500.00 as attorneys' fees incurred by Ireland Stapleton Pryor & Pascoe, PC (the "Law Firm") in connection with this matter. The total amount to be paid to the Town is \$105,500.00.

3. All Other Fees and Costs. All other fees and costs, including attorneys' fees in addition to the payment made pursuant to paragraph 2, above, shall be the responsibility of the respective Parties.

4. Release of All Claims. In consideration of the Payment, the Parties agree to release, forgive and discharge each other from any and all past, present, and future liability or claims of liability or causes of action regarding any obligations under or arising from the 1995 IGA.

5. Extinguishment of the 1995 IGA. This Agreement supersedes the 1995 IGA and terminates and extinguishes any and all rights, claims, complaints, demands, or causes of action under the 1995 IGA. It is the Parties express intent to terminate the 1995 IGA.

6. Dispute Termination. Upon the execution of this Agreement by the Parties, the Town agrees to withdraw its complaint and demand letters and agrees not to file any lawsuits relating directly or indirectly to the 1995 IGA.

7. No Admission of Liability. Nothing in this Agreement is an admission of liability, or waiver or relinquishment of any legal or factual claim or defense on the part of any party.

8. Recordation. This Agreement shall be recorded in the Real Property Records in Eagle County, CO.

9. Warranty of Capacity to Execute the Agreement.

a. The Parties expressly warrant and represent that they are legally competent and authorized to execute this Agreement. The Parties further expressly warrant and represent that, before executing this Agreement, they have been fully informed of its terms, contents, conditions, and the effect of the Agreement.

b. The Parties hereto acknowledge that the Parties have, through their respective counsel, participated in the participation of this Agreement and it is understood that no provision hereof shall be construed against any party for virtue of the activities of such party or such parties' counsel in the preparation of this Agreement.

10. Entire Agreement. This Agreement embodies the entire agreement among the Parties and may be amended only by an instrument, in writing, executed jointly by the Parties hereto. The Parties agree that the signatures on a facsimile, or other copies of this Agreement, shall be treated as if they are original signatures for all purposes. This Agreement may be executed in counterparts.

11. Specific Performance. The terms of this Agreement are specifically enforceable.

12. Construction. This Agreement was negotiated and drafted with the assistance of counsel for all of the Parties. The Parties agree that the prior drafts of the Agreement are not relevant to the construction or implementation of this Agreement.

13. Governing Law. This Agreement is intended to be performed in the State of Colorado and the substantive law of the State of Colorado shall govern the validity, construction, enforcement, and interpretation of this Agreement.

14. Inurement. This Agreement shall inure and shall be binding on the parties, their successors and assigns.

Town of Eagle, Colorado

Ireland Stapleton Pryor & Pascoe, PC

_____, General Manager

_____, Mark Lacis, Attorney for Town of Eagle

Mountain Recreation Metropolitan District f/k/a
Western Eagle County Metropolitan Recreation District

_____, District Manager

Eagle County School District RE-50J

Lyons Gaddis Kahn Hall Jeffers
Dworak & Grant, PC

_____, Superintendent

_____, Adele L. Reester, Attorney for Eagle
County School District RE-50J



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: March 23, 2021

Agenda Item: Sweet Leaf Pioneer LLC Retail Marijuana Store License and Cultivation License Renewal

REQUEST: Sweet Leaf Pioneer LLC has requested approval of their local renewal application for Retail Marijuana Store and Cultivation located at 825 A Chambers Avenue.

BACKGROUND: Sweet Leaf has submitted their annual renewals for their Retail Licenses that are dually approved locally and by the State. This was a timely renewal already mailed to the state and all applications and all fees and specific sales taxes have been paid. The Town Clerk, Eagle PD, and Community Development staff have reviewed the renewal application and finds documents and the location are in order.

ANALYSIS: With dual licensing, the local review includes confirming the State application has been submitted, which was done on March 10, 2021. Town staff has reviewed the application and has determined that it is sufficient for the licensing operations applied for.

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

BUDGET / STAFF IMPACT: Budget impact is for staff review by Administration, Police and Community Development. The revenue is \$1,500 per license type which has not changed since established in 2013.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Licensing of Marijuana establishments is a core function performed by town staff and does not directly relate to the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION: Staff Recommends Approval of the Licenses for Sweet Leaf Pioneer LLC that include: Retail Marijuana Store License and Retail Marijuana Cultivation License located at 825 "A" Chambers Avenue. Consent Agenda approval will authorize the issuance of both local licenses being issued bearing the Mayor and Town Clerk signatures.

ATTACHMENTS:

1. 2021 RETAIL CULTIVATION AND STORE APPLICATIONS



To: Mayor and Town Council
From: Brandy Reitter, Town Manager
Date: March 23, 2021
Re: Town Manager Report

Administration & Organization

Staff continues to work on follow-up from the Town Council meetings. Included is a list of items that staff is tracking in April:

- Broadband Ordinances and IGAs
- Public Art Mural Agreement
- Wastewater Tap and Fee Study
- Communications Work Session
- Council Book & Code of Ethics and Conduct
- EQR Ordinance
- Eagle River Park Use Agreement
- LERP Agreement

COVID-19 Regional Updates – The pandemic continues to require a lot of resources of the Town. Below are a few updates on the impacts to the organization:

- There are no operational changes to report as the current plan is in place.

Vacation reminder: I am leaving town starting March 24 and will be back on April 12. Bill Shrum will be the point of contact for the administration while I am away.

The American Rescue Plan Act (ARPA) of 2021 was recently approved by the Federal Government to address the economic impacts of COVID-19. Like the last package, \$130.2 billion is allocated to local governments. The Town will work with government partners to understand the parameters of the package and will update the Town Council when there is more detail. In the meantime, attached to this memo is a summary of the ARPA.

The 2021 event season is off to a slow start. Staff will work with Eagle County on the events that will move forward this year. The Town does not expect the typical scale and size, but rather a smaller version of events. The events calendar is attached to this report. Like other towns in the valley, Eagle

had to cancel its presentation of the Easter Egg Hunt in April. The staff is optimistic that the Town will be able to move forward with more events later into the season.

Economic Development & Planning

Eagle River Park

The executive committee met on March 19. An update is provided below:

- NV5 and S2o will initiate modeling of the RapidBloc configurations in preparation for submitting a permit to the US Army Corps of Engineers later this year.
- The Town is coordinating with Zerhen and Associates on the design of the donor wall that will be constructed this year.
- The Town will contract with S2o to complete the fish bypass maintenance this fall.

Economic Development

- The Economic Vitality Committee met on March 15. They are planning to bring their annual report to a planned council work session on Economic Development.
- Broadway Station is in discussions with an anchor tenant and the commercial and residential space is planned for completion in November 2021.
- Town Staff has met with community members in Idaho Springs to discuss the creation of the Eagle DDA and community outreach strategy.

Project THOR and Broadband

- The Town of Mountain Village has helped the Town of Eagle secure fiber for the broadband connection from THOR to the Eagle County Building.
- Project THOR Stakeholders are meeting March 18 to discuss THOR 2.0 plans including a connection and partnership with DOLA Region 10; meet points in Copper Mountain and Idaho Springs; further network diversification with permanent connections through Estes Park, BiSON net, and the Town of Hudson; and an expansion of service in the Roaring Fork Valley including Basalt and Snowmass Village.
- Comcast has chosen *not* to joint trench with the Town on the route to Eagle County, instead they plan to utilize aerial infrastructure with Holy Cross Energy. Network technology used by Comcast requires more above-ground pedestals than the Town fiber design, and due to regulations on the placement of this furniture, the additional cost is prohibitive.

Community Survey

- The Community Survey has more than 1,070 responses.
- Brian Hall and Bill Shrum are working with community members to record videos announcing the winners of prizes for completing the survey.
- Community Survey summary reports and a deep dive on monthly survey follow-up questions are scheduled for the May 4 Council work session.

Grand Avenue Corridor Study

- Stakeholder Committee meeting #3 focused on distilling community priorities for the Grand Avenue Corridor and gathering feedback on planned outreach efforts taking place March 25 and April 8.
- The project consultant team and the Town are partnering to do a media campaign around the first two public engagement events.

- Demographic studies by Economic Planning Systems are complete, and a soft parcel analysis will be presented on March 25 to identify strategic parcels along the corridor.
- Town Council is encouraged to participate in all online engagement activities on the project website linked [HERE](#).
- A summary report on the Grand Avenue Corridor Study phase 1, with emphasis on Economic Development work, will be presented at the May 4 Council work session.

Downtown Broadway

- The first DDA meeting was held on March 8, and the second meeting is scheduled for Thursday, April 8.
- Downtown Colorado Inc. distributed a board member manual for the appointed members and examples of specific DDA tools used in other communities.
- A working draft of the Downtown Plan will be compiled from existing studies and the Comprehensive Plan and presented for discussion at the April 8 DDA meeting.
- The Town is waiting to finalize receipt of the \$50,000 CDOT Main Street Revitalization grant. Bidding and designs will begin shortly. Availability of contract labor may delay the installation of the light and street fixtures.

Sustainability Initiatives

- The Climate Action Collaborative will be presenting an update to the Climate Action Plan at the April 13 Town Council meeting.

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

- March 26 – Mayors, Managers, Commissioners, and Partners quarterly meeting
- April 6 – OSRAC meeting
- April 6 -Town Council Work Session
- April 8 – I70 Coalition quarterly meeting

Sincerely,



Brandy Reitter
Town Manager
Town of Eagle, CO

Town Council Requests – Once items are completed; they are deleted from the list		
Request Date	Request	Status
N/A	Strategy for STR memo	Not Scheduled
N/A	Plan for Mobile vending communication	Not Scheduled
N/A	Set up a LERP sub-committee	In Progress
N/A	Agenda Item: Plastic Bag and TREX discussion	Not Scheduled
N/A	Agenda Item: PRV/Hydro	Not Scheduled
N/A	Agenda Item: Fairgrounds annexation	Not Scheduled
N/A	Agenda Item: E-bike policies	Not Scheduled
10/13/2020	10% of tobacco funding for mitigation - policy	Not Scheduled
10/27/2020	Schedule Jacob Smith to come to a Town Council Meeting	Not scheduled
11/10/2020	Be Our Guest: Make it look less like a construction site	In Progress
11/10/2020	Be our Guest: Talk to Kari about one-way traffic on 2 nd St.	In Progress
1/12/2021	Work session on sustainability and the CAC	Not Scheduled
2/23/2021	3/23 CIRSA meeting on Code of Ethics and Conduct	Completed
2/23/2021	\$2K donation to La Plata County Search and Rescue	In Progress
3/9/2021	Bring back land donation proposal	Not Scheduled
3/9/2021	Bring back Utility Enterprise ordinance	Completed
3/9/2021	Bring back Haymaker Trailhead improvements	Completed
3/9/2021	ERP budget update	In progress
3/9/2021	HCE solar project meeting w/ Ellen	Completed
3/9/2021	EQR Ordinance	In progress
3/9/2021	Add Town Council members to the NWCCOG	Complete
3/9/2021	Work with ERFPD on communication of mitigation programs for residents	Ongoing
3/9/2021	Broadband return un-used funds in loan documents	Not scheduled



2021 Town of Eagle Special Events Schedule

0 = No Permit Submitted
 1 = Permit Received
 2 = Permit Under Review
 3 = Permit Approved
 4 = Permit Not Approved
 5 = Event Concluded

**This calendar will be updated as information changes.*

Version - 5, Updated 3/18/21

Event Date	Event Name	Business Name	Location	Event Permit Application Status
January				
1/1/21	Eagle 2nd Friday ARTwalk	Eagle ARTS	Broadway Street in Historic Downtown Eagle	2
February				
2/6/21	High School Climbing Regional Championships	Eagle Climbing + Fitness	Eagle Climbing + Fitness	0
March				
4/30/21	Western Colorado Outdoor Sportsman HYBRID Expo	CMNM	Eagle River Center	0
4/30/21	2021 Colorado High School Cycling League Annual Coach Summit	Colorado High School Cycling League	Brush Creek Pavilion & Studio, Eagle, CO	0
April				
4/3/21	Eagle Easter Egg Hunt - Cancelled			N//A
May				
5/1/21	Vail Lax Jam (Spring) and Fall Lax Jam	Vail Valley Lacrosse Club	Eagle County Fairgrounds Sports complex and	0
5/14/21	ArtWalk	Eagle Arts	Broadway, Eagle, CO	2
5/15/21	Dynafit Boneyard Boogie Trail Run	Vail Recreation District	Boneyard Trail and Pool/Ice Rink Trail	0
5/26/21	VRD Mountain Bike Race Series	Vail Recreation District	Eagle Ranch, East Eagle Trails, Pool & Ice, Haymaker	0
June				
6/3/20	Bonfire Block Party	Bonfire Block Party	TBD	0
6/4,5,6 /2021	Eagle Outside Festival	Uncommon Communications	Eagle Ranch, town trails, BMX track, pump track, Brush Creek Park	0
6/6/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
6/8/21	Eagle Whitewater Throwdown	Town of Eagle	Eagle River Park	N/A
6/11/21	ArtWalk	Eagle Arts	Broadway, Eagle, CO	2
6/13/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
6/15/21	Eagle Whitewater Throwdown	Town of Eagle	Eagle River Park	N/A
6/19/21	The LOV Ride	Uncommon Communications	Eagle	0
6/20/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
6/22/21	Eagle Whitewater Throwdown	Town of Eagle	Eagle River Park	N/A
6/24/21	ShowDown Town Concert	Vail Valley Foundation	Eagle Town Park	0
6/25/21	Yoga at the River Park	Yoga Off Broadway	Eagle River Park	0
6/25-26-27/21	Eagle Flights (Reviewing a smaller even for 2021)	Townof Eagle	Eagle Town Park	N/A
6/27/21	Eagle Enduro	Revolution Enduro	Hardscrabble Mountain and Brush Creek Pavilion	0
6/29/21	Eagle Whitewater Throwdown	Town of Eagle	Eagle River Park	N/A
July				
7/1/21	ShowDown Town Concert	Vail Valley Foundation	Eagle Town Park	0
7/4/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0

7/4/21	Eagle Kid's July 4th Bike Parade	Town of Eagle	Brush Creek Park to Eagle Town Park	N/A
7/4/21	Eagle Fireworks	Town of Eagle	EC Fairgrounds	N/A
7/6/21	Eagle Whitewater Throwdown	Town of Eagle	Eagle River Park	N/A
7/8/21	ShowDown Town Concert	Vail Valley Foundation	Eagle Town Park	0
7/9/21	ArtWalk	Eagle Arts	Broadway, Eagle, CO	2
7/10/21	2021 LG Tri Sprint Triathlon	Vail Valley Charitable Fund	Eagle Pool & Ice Rink	0
7/11/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
7/15/21	ShowDown Town Concert	Vail Valley Foundation	Eagle Town Park	0
7/16/21	USSSA Western Championships	USSSA (Baseball)	Primarily Eagle County Fairgrounds	0
7/18/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
7/22/21	ShowDown Town Concert	Vail Valley Foundation	Eagle Town Park	0
7/25/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
7/29/21	ShowDown Town Concert	Vail Valley Foundation	Eagle Town Park	0
7/30/21	Yoga at the River Park	Yoga Off Broadway	Eagle River Park	0
August				
7/1/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
8/5/21	ShowDown Town Concert	Vail Valley Foundation	Eagle Town Park	0
8/6-7-8/2021	Carve Wars Chainsaw Carving Competition	Carve Wars	Eagle Town Park	2
8/7/21	Eagle Mushroom & Wild Food Festival		The Assembly	0
8/8/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
8/8/21	Our Community Dinner	Friends of Eagle	Broadway, Eagle, CO	0
8/12/21	ShowDown Town Concert	Vail Valley Foundation	Eagle Town Park	0
8/13/21	ArtWalk	Eagle Arts	Broadway, Eagle, CO	2
8/15/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
8/19/21	ShowDown Town Concert	Vail Valley Foundation	Eagle Town Park	0
8/22/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
8/27/21	Yoga at the River Park	Yoga Off Broadway	Eagle River Park	0
8/29/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
September				
9/5/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
9/10/21	ArtWalk	Eagle Arts	Broadway, Eagle, CO	2
9/10/21	Yoga at the River Park	Yoga Off Broadway	Eagle River Park	0
9/11/21	Eagle River Clean Up Day	Eagle River Watershed Council		0
9/12/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
9/18/21	Mountain Rats	Color Coffee Roasters LLC	Eagle Ranch Marketplace	0
9/19/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
9/24/21	Race #3 Haymaker Classic - North Conference	Colorado High School Cycling League	Haymaker Trail System, Eagle, CO	0
9/24/21	Eagle YogaFest Sept 24-26, 2021	Yoga Off Broadway	Brush Creek Park/ Eagle River Park (only two c	0
9/25/21	2021 Vail Valley Walk to End Alzheimer's	Alzheimer's Association	Brush Creek Park and Pavilion	0
9/26/21	Yoga in The Park	Yoga Off Broadway	Eagle Town Park	0
October				
10/8/21	Race #4 Haymaker Classic - South Conference Championships	Colorado High School Cycling League	Haymaker Trail System, Eagle, CO	0
10/8/21	ArtWalk	Eagle Arts	Broadway, Eagle, CO	2
November				
	TBD			
December				
	TBD			

American Rescue Plan Act of 2021

Coronavirus State and Local Fiscal Recovery Funds Fact Sheet

Summary

The American Rescue Plan Act of 2021 creates new Coronavirus State and Local Fiscal Recovery Funds to keep first responders, frontline health workers, teachers, and other providers of vital services safely on the job as states, local governments, Tribes, and territories roll out vaccines and fight to rebuild Main Street economies. Funds are available until December 31, 2024.

Now that the legislation has been cleared by Congress, all matters of execution—including allocations of funding, regulations prescribing eligible uses of payments, and resolving matters of statutory ambiguity—will be determined by the guidance and regulations promulgated by the Secretary of the Treasury, which will be determinative.

What follows is a summary of the key aspects of the recovery funds, and describes the intent of the legislation, along with a preliminary understanding of how the Treasury will execute the proposals.

- States and the District of Columbia: \$195.3 billion
 - \$25.5 billion will be equally divided.
 - \$755 million will be allocated to make the District of Columbia whole after it did not receive a fair allocation under the CARES Act.
 - The remaining funds will be distributed based on the share of total unemployed workers.
 - If a state's combined state and local funding total is less than what they received under the CARES Act, the difference will be allocated to the state (this guarantees a minimum of \$1.25 billion for each state).
 - To the extent practicable, states and the District of Columbia will receive allocations from the Department of Treasury (Treasury) within 60 days of submitting a Certification of Need.
 - If Treasury decides that a payment to a State requires additional justification, the Secretary could choose to withhold up to 50% of the allocation to each state for up to 12 months from the date the certification of need is received. Such a withholding would not be required, and if the State submits a second certification of need, the Secretary would be required to release the withheld amount by the 12-month deadline.
- Local governments: \$130.2 billion divided evenly between cities and counties
 - \$65.1 billion will be allocated to metropolitan cities.
 - \$45.57 billion will be allocated to municipalities with populations of generally at least 50,000 using a modified Community Development Block Grant formula and sent directly from Treasury to the city.

- \$19.53 billion will be allocated to municipalities with populations of generally fewer than 50,000 in states and territories, with allocations capped at 75% of the locality's most recent budget as of January 27, 2020. Funds will be sent to the state to distribute to the local community based on population within 30 days of receipt unless an extension is granted. Even if granted an extension, States must distribute the funds to the local community not later than 120 days after they receive this funding for distribution or face monetary penalty, and cannot change the allocations or impose additional requirements.
 - \$65.1 billion will be allocated to counties based on population and sent directly from the Department of Treasury to the counties.
 - Funding will be distributed by Treasury in two tranches—one within 60 days of enactment to the extent practicable, and the second one year after the disbursement of the first tranche.
- Territories: \$4.5 billion
 - \$2.25 billion will be divided equally.
 - \$2.25 billion will be allocated based on population.
 - To the extent practicable, territories will receive allocations from Treasury within 60 days of submitting a Certification of Need.
 - If Treasury decides that a payment to a territory requires additional justification, the Secretary could choose to withhold up to 50% of the allocation to the territory for up to 12 months from the date the certification of need is received. Such a withholding would not be required, and if the Territory submits a second certification of need, the Secretary would be required to release the withheld amount.
- Tribes: \$20 billion to federally recognized Tribal governments.
 - \$1 billion will be divided equally.
 - \$19 billion will be divided as determined by Treasury, which is expected to engage in Tribal consultation and to make use of data previously collected from Tribes to improve the distribution formula used in the CARES Act.
 - To the extent practicable, funding will be distributed by Treasury within 60 days of enactment.

In addition to these Funds, the law creates a new \$10 billion **Coronavirus Capital Projects Fund** for “critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the Coronavirus Disease.” To implement this Fund, Treasury is required to establish a process of applying for grants within 60 days of enactment. The Fund will provide:

- \$100 million for each state, the District of Columbia, and Puerto Rico;
- \$100 million split equally between the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, the Marshall Islands, Micronesia, and Palau;

- \$100 million split equally between Tribal governments and Hawaii, with each receiving a minimum of \$50,000; and
- The remaining \$4.7 billion will be distributed to states, the District of Columbia, and Puerto Rico as follows:
 - 50% based on population
 - 25% based on rural population
 - 25% based on household income that is below 150% of the poverty line

The law also creates an additional \$2 billion **Local Assistance and Tribal Consistency Fund** that will allocate \$750 million to eligible revenue sharing counties (defined to include the District of Columbia, Puerto Rico, Guam, and the Virgin Islands) and \$250 million to eligible Tribes for any government purpose other than lobbying. These funds will be distributed based on economic conditions of the recipient entities in fiscal years 2022 (beginning October 1, 2021) and 2023 (beginning October 1, 2022). Among other things, this fund is intended to assist counties currently reliant on the Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs, among other revenue sharing programs, but based on their real economic conditions rather than historic payments.

Frequently Asked Questions

How can recipient governments use relief allocations from the State and Local Fiscal Recovery Funds?

The Department of Treasury will issue guidance detailing its interpretation and implementation of eligible uses, but the statutory language specifically authorizes use of the funds. Each of the following is a separate allowable use of the funds for the recipient:

- To respond to the pandemic or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- For premium pay to eligible workers performing essential work (as determined by each recipient government) during the pandemic, providing up to \$13 per hour above regular wages;
- For the provision of government services to the extent of the reduction in revenue due to the pandemic (relative to revenues collected in the most recent full fiscal year prior to the emergency);
- To make necessary investments in water, sewer, or broadband infrastructure;

In addition, a recipient may transfer its allocation to a private nonprofit organization, Tribal organization, public benefit corporation involved in the transportation of passengers or cargo, or special-purpose unit of State or local government, if the recipient government so chooses. The recipient entity would need to use the funds consistent with the purposes listed above.

The recipient government must send Treasury periodic reports with a detailed accounting of the uses of the funds (States and territories must also provide all modifications to tax revenue sources since March 3, 2020).

The language explicitly prohibits funds from:

- Offsetting, either directly or indirectly, a tax cut made since March 3, 2021; or
- Being deposited into a pension fund.

While the State and Local Fiscal Recovery Fund eligible uses are broader than those of the CARES Act Coronavirus Relief Fund, [guidance](#) previously released for the Coronavirus Relief Fund may provide insight into how Treasury may interpret and implement these American Rescue Plan provisions.

How will state and local governments receive the relief allocations?

States and territories will receive their allocations within 60 days of submitting to Treasury a certification signed by an authorized officer that the funds are needed to respond to the pandemic and will be used in compliance with the eligible uses. If Treasury decides that a payment to a state requires additional justification, the Secretary could choose to withhold up to 50% of the allocation to each state and territory for up to 12 months from the date the certification of need is

received. Such a withholding would not be required, and if the state or territory submits a second certification of need, the Secretary would be required to release the withheld amount by the 12-month deadline.

Funding for counties, metropolitan cities, and nonentitlement units of local government (generally those under 50,000 inhabitants) will be separated into two tranches. To the extent practicable, Treasury is required to send out the first tranche (equal to 50% of the recipient's allocation) within 60 days of enactment, and the second tranche (the remaining 50%) not earlier than one year after the first disbursement. Counties, metropolitan cities, and nonentitlement units of local government are not required to submit a signed certification of need to Treasury.

Because it could take a full year for Treasury to calculate and disburse the allocations for nonentitlement units of local government, Treasury is instead required to send the amounts intended for those recipients to each state (including territories) within 60 days. States and territories would then have 30 days to disburse the funds to the nonentitlements based on population. Because of the potential administrative burden of evaluating the eligibility for all of these smaller localities, a state could, if necessary, ask Treasury for up to three extensions for distributing one or more of those allocations. The state or territory would need to justify why the extension is warranted, and would have no authority to change the amount of, or attach additional requirements to, the payments allocated to the intended local government recipients.

Why have the allocations on the estimates spreadsheet changed over time?

- **States:** The bill was amended in the Senate to replace the minimum base payment to states of \$500 million with a total state- and local-level combined allocation equal to what the states received under the CARES Act, guaranteeing a minimum of \$1.25 billion for each state.
- **Counties:**
 - A correction was made to an error in the way the CDBG allocations were weighted across counties. This resulted in a greater number of urban counties receiving the CDBG markup (up to 14, from 11 previously) and a subsequent reduction in the amounts received by other counties.
 - A correction was made to a data sorting error that resulted in the wrong population inputs being used for roughly 3% of all counties.
- **Metropolitan Cities:**
 - A correction was made for an error in the way the CDBG allocations were weighted across metro cities. This resulted in increases in the projected assistance to each metropolitan city by about 9%.
 - Eligible metropolitan cities that did not receive a FY2020 CDBG award and were therefore left off initial runs were manually identified and added when possible.
- **Nonentitlement Units of Local Government:** The estimates gained more precision over time based on updates to how Treasury will calculate the nonentitlement allocation for each state, as well as a change to the definition of “nonentitlement unit of local government” to more accurately cover active local governments performing the functions of municipalities, as had been the intent. For example, the prior definition would have inadvertently made non-governmental entities eligible for allocations, which while

appropriate for the CDBG program, was not the policy intent of the state and local funding in the American Rescue Plan.

What will cause final allocations to differ from the estimates spreadsheet?

- Interpretation and implementation decisions by the Department of Treasury, including the possibility of using the FY2021 CDBG formula for metro cities or 2020 population data for counties and nonentitlements (that data was not available at the time that the Congressional Research Service’s preliminary estimates were calculated).
- The cap on nonentitlement allocations at 75% of the entity’s most recent budget as of January 27, 2020. Congressional Research Service analysts do not have local budget information sufficient to calculate this cap, so it is not reflected in the estimates.
- Redistribution of funds from inactive counties to the local governments within the county.
- Potential addition of eligible metro cities that did not receive a FY2020 CDBG award and were therefore not included on the spreadsheet.
- Projected amounts for nonentitlements may be divided between more than one nonentitlement government to the extent that eligible nonentitlement governments have overlapping populations (for example, residents of a village government and town government in New York). In cases where an eligible government does not appear on this list but another government representing some or all of its population is listed, the total estimate provided represents all of the nonentitlement funding attributable to the government’s underlying population. Treasury guidance on how to distribute amounts for overlapping government will be determinative.

What if a city, town, village, or township is not included on the estimates spreadsheet?

The updated spreadsheet is not a comprehensive list of eligible nonentitlement units of local government; rather, it uses publicly available data to estimate how Treasury might interpret the law.

The legislation defines “nonentitlement unit of local government” as either:

- (1) Any “municipality” (as defined by the Census) that is a city, county, town, township, parish, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, and American Samoa, or a general purpose political subdivision thereof; a combination of such political subdivisions that, except as provided in section 5306(d)(4) of this title, is recognized by the Secretary; and the District of Columbia.

or,

- (2) any non-municipality (as defined by the Census) that is a town or township and which:
 - (i) possesses powers and performs functions comparable to these associated with municipalities,

- (ii) is closely settled, and
- (iii) contains within its boundaries no incorporated places as defined by the United States Bureau of the Census which have not entered into cooperation agreements with such town or township to undertake or to assist in the undertaking of essential community development and housing assistance activities.

The Treasury Department will determine how this will be interpreted and implemented.

In cases where an eligible government does not appear on this list but another government representing some or all of its population is listed, the total estimate provided represents all of the nonentitlement funding attributable to the government's underlying population. Treasury will determine how such amounts are divided among such overlapping units of government.

What about cases where a local government appears more than once?

The legislation provides for funding to cities (including both metro cities and nonentitlements) and counties to be separate and distinct. In cases where cities are also incorporated as counties, those governments should expect to receive funding both as a city and as a county.

However, any case where a local government is listed once as a city – either as both a metro city and a nonentitlement government, or twice as a nonentitlement government – is likely the product of error inherent in the estimating process. For any government that is listed as both a metro city and a nonentitlement government, the metro city estimate is likely to be more accurate. In cases where a government is listed more than once as a nonentitlement, any duplication should be ignored and the estimate should only be counted once, keeping in mind that some states have governments with identical names in different counties.



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner I
Chad Phillips, Community Development Director

Date: March 23, 2021

Agenda Items: AN20-01 Powell Park Subdivision Annexation; RZ20-01 Zoning

Resolution No. 30 Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado making certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County.

Ordinance No. 4 Series 2021, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Residential Medium and Approving the Associated Annexation Agreement.

REQUESTS: For Council to consider the annexation of the Powell Park Subdivision and zone the property to Residential Medium (RM) zoning.

BACKGROUND: On January 26, 2021, the Town Council passed Resolution 14, Series 2021 finding the Annexation Petition for the Powell Park Subdivision to be in substantial compliance with Section 31-12-107(1) C.R.S. The annexation application was accompanied by a request to zone the property to Residential Medium (RM) zoning. The two parcels of the Powell Park Subdivision are currently in unincorporated Eagle County and zoned Planned Unit Development (PUD).

The property is located north of the Sylvan Lake Road roundabout off Highway 6. The project consists of two lots under the sole ownership of William and Nancy Powell. Of the total 9.0256 acres that make up the proposed annexation and zoning, Lot 1 is 1.6275 acres and Lot 2 is 7.3981 acres. There is a single-family unit on Lot 2 and fourplex on Lot 1. The applicants are proposing to raze the fourplex and plat two single-family lots.

On March 2, 2021, the Planning and Zoning Commission heard and considered the zoning request for the application and recommended approval. Analysis of the proposed zoning is detailed later in the staff report.

ANALYSIS:

Annexation. Annexation is a discretionary action on the part of the Town. Annexations must be in compliance with Title 31, Article 12 of the Colorado Revised Statutes and the Colorado Constitution. Title 4 of the Land Use and Development Code, along with Town of Eagle Long Range Planning documents were considered in the review of this application.

Standard #1: Compliance with the provisions of Title 31, Article 12 of the Colorado Revised Statutes.

Staff Comments: During the January 26, 2021, Town Council meeting the Town accepted a petition from William and Nancy Powell, the property owners of the Powell Park Subdivision. The Powell's are the owners of 100% of the entire property seeking annexation.

The property's boundaries are contiguous with the Town of Eagle boundary for 639.3 feet of its 2,915.58-foot total exterior boundary (or 21.9% of its perimeter) as demonstrated on the updated Annexation Map; thereby exceeding the one-sixth contiguity requirement per C.R.S. § 31-12-104(a). Staff finds the proposed annexation meets the statutory urbanization and integration requirements, and the majority of the property is within the Urban Growth Boundary as defined in the Elevate Eagle Comprehensive Plan (2020). Lastly, the proposed annexation would not extend the Town's boundary more than three miles in any direction.

Standard #2: Conformance with the Eagle Municipal Code [Chapter 4.15](#).

The Town's Municipal Code reiterates the requirements of the Colorado Revised Statutes as it relates to Annexations and adds that "All petitions for annexation shall also be accompanied by a statement setting forth the proposed water rights to be dedicated to the Town at the time of annexation."

Staff Comment: The applicants have agreed to dedicate water rights associated with the property. A list of the water rights is included in the packet. The applicants have requested to lease back the water rights for outdoor irrigation. The terms of this arrangement can be found below under Raw Water Agreement.

The Municipal Code requires any area annexed into the Town to be brought under the Town's zoning ordinance and map within 90 days from the effective date of the annexation ordinance.

Staff Comment: The zoning for the property is accompanied with the annexation approval. Should Town Council approve the annexation and the zoning request, staff will modify the Town zoning map within 90 days from the approval of Ordinance No. 4, Series 2021.

Standard #3: Conformance with the Elevate Eagle Comprehensive Plan (2020) and the Eagle River Corridor Plan.

Staff Comments: The Powell Park Subdivision is in the Urban Growth Boundary as defined within the Elevate Eagle Comprehensive Plan. Staff finds the proposed annexation furthers the goals and policies of the Elevate Eagle Comprehensive Plan and the Eagle River Corridor Plan.

The Eagle River Corridor Plan shows the property's future land use to be Medium Density Residential in the areas with existing residential. The Powell's are proposing a No Build Zone to the south east portion of the property. This No Build Zone limits development on the property. Limiting development in this designated area aligns with the Eagle River Corridor Plan that identifies a portion of Lot 2 as "Preservation Area" on the Open Space & Trails Plan (page 29).

This annexation is supported by the Elevate Eagle Comprehensive Plan through the following goals/policies:

- Policy 4-4.1. Development should avoid natural hazards and impacts on environmentally sensitive and hazard-prone areas.

Staff Comment: Though no formal study has been provided, the applicants have worked to preserve what is believed to be environmentally sensitive lands by limited development on the property. Colorado Parks and Wildlife (CPW) did not respond to the referral agency request.

- Policy 5-1.5. Support transit-oriented development, and improvements that promote multi-modal transportation options.

Staff Comment: Eagle County has requested an easement to the southwest portion of Lot 2 near Violet Lane for future road and trail improvements. The applicant has agreed to this request and is included in the Annexation Agreement.

- Policy 4-1.6. Preserve high quality agricultural lands, public lands, wildlife resources, water resources, forest resources and viewsheds.

Staff Comment: The river viewshed is preserved by limiting development on the eastern portion of the property (No Build Zone).

Annexation Agreement

The Annexation Agreement establishes the terms and conditions of the annexation. The key terms of the Annexation Agreement are as follows:

- Applicants to pay a fee in lieu of water rights for treated water service at the rate of \$7,000 per EQR
- Payment of the applicable Plant Investment Fees for water services
- Dedication of all water rights associated with the property
- Dedication of Public Access Easement
- Establishment of No Build Zone on property
- Easement for future trail and road improvement abutting Violet Lane
- Payment of all other applicable fees i.e. public safety impact fees

Its worth noting, the Public Access Easement and the No Build Zone are not a requirement of the Municipal Code, but rather voluntary from the applicants. The Public Access Easement allows the general public to fish on the property from the high-water mark on the property to the northern property line.

Staff received referral comments from various agencies such as the U.S. Army Corps of Engineers, Eagle County, the Eagle River Watershed Council, and Colorado Geologic Survey, to name a few. Many comments were incorporated in the final application. However, there were comments provided, but not addressed in the application or in the annexation agreement. A summary of these comments is included below. The full agency comments are included as an attachment.

Holly Loff with the Eagle River Watershed Council has recommended that the applicants develop at a 75' setback from the high-water mark of the river and limit the clearing of native vegetation and construction of patios, decks, walks, etc. along the riverbank. The Town currently requires a 50' setback from the high-water mark. An action item of the Comprehensive Plan is to increase this water body setback to 75' with the upcoming Code rewrite. Ben Wilson with the U.S. Army Corps of Engineer has recommended the applicant conduct a delineation of aquatic resources for new development. This comment recognizes that the applicants have made efforts to avoid impacts to aquatic resources but shares concern that the project may require work with the Eagle River and associated wetlands. Jill Carlson with the Colorado Geologic Survey has recommended the development either meet the building code setback from slope crest (12 ft or ½ of slope height for foundation and deck footings) or receive a specific slope setback recommendation and justification by a geotechnical consultant.

When the applicants choose to develop, they will be subject to the then applicable Town of Eagle standards. Due to the discretionary nature of annexations, Town Council may require the applicants to develop under more stringent requirements than required in the Municipal Code. Council may add conditions of approval should they want the applicants to act on the suggestions of the referral agencies.

Raw Water Agreement

The Applicants have requested to lease back the water rights that are being dedicated through annexation. The water will be used exclusively for outdoor irrigation. The key terms of the Raw Water Agreement are as follows:

- 20-year term that may be renewed for successive five (5) year terms by mutual agreement between the Town and the applicants
- Abandonment of the Rochford Well
- Applicants will operate, maintain, repair and replace all infrastructure required for the use of the leased water rights
- No annual charge for use of the raw water
- The water will only be used for outdoor irrigation and other decreed uses
- No cross-connections with the Town treated water system
- The applicants will be responsible for the use, reporting, and administration of the water rights as required by state water administration officials
- The applicants have no rights to reuse the water leased

- Notice to applicants for failure to uphold the Raw Water Agreement
- Formation of an Association to manage the Agreement (prior to subdivision), should there be multiple owners on the property
- Annual reporting of use of water rights due on or before November 10th of each year.

The applicant is requesting changes to the Raw Water Agreement as drafted. The requested changes are included with the applicants application.

Fiscal Impact Analysis

Staff Comments: The application includes a Fiscal Impact Analysis. The analysis is based upon the annexation of two lots with the proposed redevelopment of one of the lots. The report does not project revenues and expenses based on the current use of the property. One single family home on Lot 2 and a proposal of one single family home and two (2) single-family homes on Lot 1, which will replace an existing four-unit apartment complex. Based on an average occupancy of 2.81 persons per home it is projected that Powell Park Subdivision will generate approximately 9.6 full-time residents with the redevelopment; compared to 10.8 with the existing development on the property. The report provides an analysis of potential incremental Town of Eagle revenues generated, and general fund expenditures incurred as a result of the annexation and development of Powell Park Subdivision based on forecasted assumptions. The report only looks specifically at sales and property tax generation for the general fund and does not analyze other potential revenues. The fiscal impact report utilized the same assumptions as the Red Mountain Ranch Fiscal Impact analysis which entails new development and new local residents. The Powell Park Subdivision annexation is a request for an existing subdivision, thus staff considers the assumptions utilized for some of the general fund department expenditures to be reasonable, although more conservative than that of Red Mountain Ranch. Town Staff generally supports methodology of the fiscal impact analysis.

Zoning. The applicant is requesting to rezone both lots to Residential Medium zoning (RM) concurrently with the annexation application. The Planning and Zoning Commission unanimously recommended approval of the RM zoning in the March 2, 2021 regular meeting. Standards and requirements for RM zoning are set forth in [Section 4.05.030](#) of the Municipal Code and summarized below. Additional details can be found in the Planning Commission report included as an attachment:

Standard #1: That the zoning is compatible with surrounding land uses, and is consistent with the Town's goals, policies and plans.

Staff comment: The Powell Park Subdivision is compatible with the surrounding land uses that include low-density residential uses to the east and west, the County Fairgrounds across the river to the north, and residential and commercial across Grand Avenue to the south. The property is within the Urban Growth Boundary of the Elevate Eagle Comprehensive Plan. The proposed zoning is consistent with the Town's Eagle River Corridor Subarea Plan that designates the area as Medium Density Residential on the future land use map.

Standard #2: That the land to be rezoned was previously zoned in error or the existing zoning is inconsistent with the Town's goals, policies and plans.

Staff comment: The existing County PUD zoning is inconsistent with the Town of Eagle Urban Growth Boundary and the future land use proposed in the Eagle River Corridor Plan.

Standard #3: That the area for which rezoning is requested has changed substantially such that the proposed rezoning better meets the needs of the community; OR

Staff comment: If the annexation application is approved, the Powell Park Subdivision will have changed substantially through incorporation into Town of Eagle boundaries and connection to Town services. The proposed zoning better meets the needs of the community through its alignment with the Town's long-range planning documents.

Standard #4: That the rezoning is incidental to a comprehensive revision of the Town's zoning map which recognizes a change in conditions and is consistent with the Town's goals, policies and plans.

Staff comment: Standard not applicable to application

COMMUNITY INPUT: AN20-01 was publicly noticed in accordance with C.R.S. § 31-12-108(2). The Community Development Department noticed the associated land use applications (e.g., zoning) according to the provisions of the Town of Eagle Land Use and Development Code. As of March 18, 2021, staff has received no comments from the public on this application.

BUDGET: None. The proposed annexation has generated review fees; however, the applicants have agreed to reimburse the Town for expenses and fees incurred by the Town in reviewing and processing the land use application.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The application is in alignment with Major Objectives from the Strategic Plan including, Invest in Environmental and Energy Sustainability through the establishment of a No Build Zone. The objective to Focus on Recreation, Events, and Open Space is supported through the Public Access Easement, allowing legal public fishing on the property. Finally, the application supports the objective to Stimulate Economic Vitality and Development. Through the connections to Town services, the applicants will have the ability to redevelop the property.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Approve Resolution No. 30 Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado making certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Powell Park Subdivision).
2. Approve Ordinance No. 4 Series 2021, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Residential Medium and Approving the Associated Annexation Agreement (Powell Park Subdivision).

ATTACHMENTS:

- Exhibit A: Annexation and Zoning Land Use Applications

- Exhibit B: Annexation Petition
- Exhibit C: Resolution 14, Series 2021 Annexation Petition
- Exhibit D: Annexation Agreement
- Exhibit E: Raw Water Agreement
- Exhibit F: Resolution 30, Series 2021
- Exhibit G: Ordinance 4, Series 2021
- Exhibit H: Referral Agency Comments
- Exhibit I: DRAFT Planning & Zoning Commission Minutes dated March 2, 2021
- Exhibit J: Staff P&Z Commission Meeting Memo dated March 2, 2021

POWELL PARK SUBDIVISION
ZONING REQUEST

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LAND USE & DEVELOPMENT APPLICATION
Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME Powell Park Subdivision
PRESENT ZONE DISTRICT PUD (Eagle County) PROPOSED ZONE DISTRICT RM
(if applicable)

LOCATION

STREET ADDRESS 21, 25 Violet Lane

PROPERTY DESCRIPTION

SUBDIVISION Powell Park LOT(S) 1, 2 BLOCK _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE Applicant seeks traditional RM zoning to provide flexibility for both single family and multi-family uses

APPLICANT NAME William Powell PHONE 970 471 0748
ADDRESS 21 Violet Lane, PO Box 1227 Eagle EMAIL powell-willy@gmail.com
OWNER OF RECORD The Powell Family Trust PHONE same
ADDRESS same EMAIL same
REPRESENTATIVE* _____ PHONE _____
ADDRESS _____ EMAIL _____

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

APPLICATION SUBMITTAL ITEMS:

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

☒ Applicable fees and deposits.

☒ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.

☒ Surrounding and interested Property Ownership Report (see project specific checklist for more information).

☒ Proof of Ownership (ownership & encumbrance report) for subject property.

☒ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.

☒ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

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

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

William Buech
Signature

1/6/2020
Date

FOR OFFICE USE ONLY			
DATE RECEIVED _____	BY _____	FILE NUMBER _____	
REVIEW FEE _____	DATE PAID _____	RECEIVED BY _____	
DATE CERTIFIED COMPLETE _____	BY _____		
P&Z HEARING DATE _____	DECISION _____		
BOT HEARING DATE _____	DECISION _____		



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REZONING SUBMITTAL CHECKLIST

Pursuant to the Land Use & Development Code, Section 4.05.030(B)

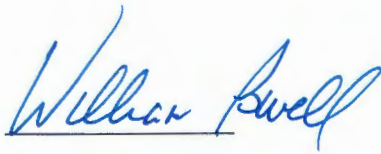
- ☒ Cover letter that provides a description of the proposal.
- ☒ Proof of Ownership (owner & encumbrance report) for subject property
**If applicant is not the property owner, notarized consent of the property owner is required.*
- ☒ Site Plan
**Site plan shall be drawn to scale and depict the locations and boundaries of existing and proposed lots and/or structures.*
- ☒ A petition requesting the zoning change, signed by owners of at least 50% of the land area proposed for rezoning.
- ☒ Names and addresses of owners of record (not lessees) within 250' excluding rights of way, submitted either printed on mailing labels or as an Excel spreadsheet.
- ☒ Rezoning Fee

**PETITION FOR REZONING
POWELL PARK SUBDIVISION**

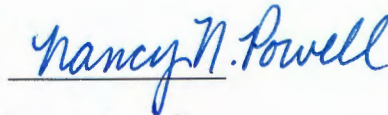
William and Nancy Powell, Trustees of the Powell Family Trust and 100% owners of the property, do hereby petition the Town of Eagle to rezone the Powell Park Subdivision to the Residential Medium Zone District.

Petitioners assert the following conditions are met for rezoning the property

1. That the rezoning is compatible with surrounding land uses, and is consistent with the Town's goals, policies and plans;
2. The existing zoning is inconsistent with the Town's goals, policies and plans;
3. That the area for which the rezoning is requested has changed substantially such the proposed rezoning better meets the needs of the community.



William Powell



Nancy Powell

B.

Annexation and Zoning Request

Overview of Project

Existing Conditions

The property has been in continuous ownership by William and Nancy Powell since 1979 and initially consisted of a single parcel of 9.25 acres. In 1983 a PUD zoning and final plat were approved by Eagle County which divided the property into two residential lots, creating an overall density of five units, and a dedicated right of way for Violet Lane. Four apartment units exist on Lot 1; one single family unit exists on Lot 2. The property is currently served by the following services: wastewater, electric, phone and cable. Natural gas is not present on the site. Currently the five units are provided domestic water from an adjudicated well source. The town recently constructed a waterline main extension to the Lower Basin Water Plant, which passes through Lot 2 on a dedicated easement and adjacent to Lot 1 (within Violet Lane). Refuse service includes comingle recycle and household trash.

Intent of Annexation and Zoning Requests

The intent of the Powell Park request is to add modest density to the overall project area. Applicants are concurrently applying for annexation and a zoning request for Residential Medium (RM) density for both Lots 1 and 2. Providing domestic water from the town will make the proposal viable. For Lot 1 the intent is to raze the four unit apartment building. The RM zoning for Lot 1 will allow flexibility for construction of multifamily units or single family lots or a combination of both. For Lot 2 the existing home will remain and no increase density is proposed at this time. Access for both lots is from Violet Lane which has a public crossing across the inoperative railroad tracks and connecting to the Sylvan Lake roundabout. Irrigation will be provided from existing non potable, adjudicated water sources on the property. No development will be allowed on the lower bench, to be memorialized with the Final Plat. Fishing access on owner lands will be made legal, also designated on the Final Plat.

Community Plan-Vision

The Powell Park proposal embodies many of the principals of the Vision for the Community Plan. The proposals will further concentrate infill development with significant open space. The project area is adjacent to the Eagle Valley Trail, and near east and west bound ECO Transit bus stops. The project permanently conserves over 50% of the property in open space for land that is environmentally sensitive and has wildlife habitat. With the upcoming Final plat application the applicant will enhance recreational opportunities by voluntarily proposing appropriate public fishing access on the Eagle River. Public services will be conservation oriented-see Utility Section below. If built, condominiums or apartments are expected to be in the affordable range and add to the attainable housing stock. All units proposed will have a high livability factor because of the semi-rural nature of the property, with protection of open space, and excellent viewsheds.

Conformance with Community Plan-Future land Use Map--Intent

The proposed project is in Conformance with the Future Land Use Map, particularly as it relates to Conservation Oriented Neighborhoods and Open Space sub-chapters. See following adherence to provisions.

- A. Development over and above that allowed by existing zoning on properties with this designation predicated on annexation to the Town of Eagle.

B. Balance conservation and development objectives.

C. Preserve attributes of high conservation value as determined practicable and appropriate on site by site basis. Attributes of high conservation value include, but are not limited to stream and river corridors, wetlands and riparian areas, viewsheds, wildlife habitat and movement corridors, significant, unique or endangered vegetation, historic sites or structures, productive agricultural lands steep slopes and geologic hazard area

Conformance with Community Plan—Future Land Use Map—Character

- A. Development is clustered, providing walkable neighborhoods, functional and interconnected open spaces and easily accessed public facilities.
- B. Developed areas are compact and well connected with multimodal road, path and trail systems, and public transit.

Conformance with Community Plan--Future Land Use Map-Location Criteria

- 1. Located in areas that can be efficiently served by town infrastructure, within reasonable proximity to public services, job centers and shopping, where environmentally or aesthetically valuable lands also exist.

Conformance with Eagle River Corridor Plan

The Powell Park submittal is in conformance with the ERCP in that it concentrates development on the upper bench, precludes any development on the lower bench, and makes legal fishing access on applicant owned lands within the Eagle River. The lower bench will be retained for the “preservation of ecologically sensitive lands and wildlife habitat.” The ERCP designates the zoning for the upper bench to be Medium Density Residential, which the applicant intends to follow.

Water Rights

The property has five adjudicated springs, 1.2 acre feet of adjudicated pond storage and an adjudicated well. The springs and pond provide source water to irrigate all areas of the property. The practice currently exists and is planned for the future. The water rights are protected from the Historic User Pool located at the Green Mountain Reservoir.

Utility Services-Existing

The property is currently provided all utility services except domestic water and natural gas. All outside irrigation is non-potable and provided from on-site adjudicated sources. The property is currently on town wastewater service. The apartment building has electric heat. The home on Lot 2 is heated with LPG. All other shallow utilities are present.

Utility Services-Proposed

Future in-house domestic water will be provided from the town system. Holy Cross Energy has power lines on the property and additional service is easily provided. Wastewater, telephone and cable services are within the Violet Lane right of way. It is not proposed that natural gas be brought to the property.

Conservation Efficiency

The condominiums or apartments or single family units proposed for Lot 1 will be heated by electricity. Additionally the domestic water will be very non-consumptive because source water is from the LBWTP and discharge from the nearby Wastewater Plant; and all outside irrigation is provided non-potably.

Zoning

Zoning for both Lots is proposed for Residential Medium density (RM). Applicant seeks to have traditional zoning to allow flexibility for both multi-family and single family uses. Applicant is currently evaluating the most appropriate residential uses on Lot 1.

List of Exhibits

1. Proof of ownership
2. Site Plans
3. Application for zone change
4. Names and addresses of ownership within 250'

Powell Park Subdivision

Alternative 1: Duplex and Single Family Lot

Alternative 2: Two Single Family Lots

Fiscal Impact Report

The Powell Park Subdivision is a unique planning project for the town because the annexation and zoning request is for an existing subdivision with residential buildings and utilities, rather than most all annexations which are “green field” applications. Accordingly many impacts and revenue payments have been in existence for decades. The applicant plans to raze a four unit apartment building on Lot 1 in the near future: Alternative 1 is a duplex and single family lot on Lot 1. Alternative 2 would create two single family lots. For Alternative 1 the duplex would be constructed in the near future and the single family lot created at a later date. For Alternative 2 the single family lots would be created in the near future. Below is an analysis of the existing and future population densities proposed for both alternatives.

Alt 1	density	count per unit	population
Current			
Lot 1	4 MF	2	8
Lot 2	1 SF	2.8	2.8
total			10.8
Proposed			
Lot 1 MF	2 MF	2	4
Lot 1 SF	1 SF	2.8	2.8
Lot 2	1 SF	2.8	2.8
total			9.6

Alt 2	density	count per unit	population
Current			
Lot 1	4 MF	2	8
Lot 2	1 SF	2.8	2.8
total			10.8
Proposed			
Lot 1 SF	2 SF	2.8	5.6
Lot 2	1 SF	2.8	2.8
total			8.4

The analysis demonstrates population for the redevelopment of the property at nearly the same level as what currently exists. Thus many impacts are not changed, particularly to fire and school special districts. The property is also on town wastewater and the applicant believes a credit for sewer tap fee is appropriate. New impacts to the town responsibilities include water, police, and certain one time fees. The attached spreadsheet outlines revenues to the town, both ongoing and one time fees. Departmental expenses are also estimated. Fees related to special districts are not included because of no new impact and it should be recognized Powell Park has been paying property taxes to the districts for decades.

No new roads are necessary for the project. Violet Lane is currently being maintained by the town. As noted, the property is currently on town sewer and utility billing.

Powell Park Subdivision
Fiscal Impact Report

Assumptions

lot 1--two single family lots

single family valued at \$700,000 each

Lot 2: one single family existing

single family valued at \$900,000

GENERAL FUND					
Ongoing Revenues	Lot 1	Lot 2	total	timing	notes
property tax	430	277	707	annual	
sales tax	1636	814	2450	annual	per Red Mtn. Ranch study
totals	2066	1091	3157		
One Time Fee Payment					
fire impact fee	n/a	n/a			assumes no additional impact
school land dedication fee	n/a	n/a			assumes no additional impact
building permit fee	4800	n/a	4800	bldg permit	assumes duplex manufactured housing
totals	4800	0	4800		
Expenses					
General Government	42.06	21.03			per household and per RMR study
General Administration	242.14	121.07			21.03 per household
Building, Zoning, Planning					121.07 per household
Streets	128	64			n/a
Engineering	90	45			64.00 per household
Buildings & Grounds	289	145			44.67 per household
Public Safety	1480	740			144.55 per household
Municipal Court	14	7			740 per household
Information Center	64	32			6.68 per household
Marketing and Events	30	15			32.31 per household
totals	2379	1190	3569		14.99 per household
ENTERPRISE FUNDS					
plant investment fee water	18365	9182		bldg permit	non-potable irrigation discount
plant investment fee sewer	0	0			
water fees	99.88	49.94		monthly	
sewer fees	124	62		monthly	
refuse fees	53.84	26.92		monthly	26.92 per household
Cash in Lieu / water rights			TBD		
CAPITAL FUND					
use tax	31500			bldg permit	
public safety fee	2638	1319		final plat	

Powell Park Subdivision

Impact on Neighboring Properties

In General

The proposed RM zoning of the Powell Park property will have minimal additional impact to neighboring properties, and concerning two properties, will have significant benefits due to dedications and a no-build zone. Three neighboring properties exist: the Eagle County Fairgrounds to the north, John and Clara Hardesty (Thermo Dynamics, Inc.) to the east, and Vance and Melissa Carroll to the west.

Traffic Impact

Violet Lane is accessed only by the Powell and Carroll properties. The Powell proposal will have no additional traffic impact in the near term. RM zoning could bring nominal additional traffic in the longer term. Violet Lane is a very low traffic volume roadway.

Utilities

There is no known utility lack of capacity to serve in the Violet Lane neighborhood, other than no existence of natural gas lines.

Viewsheds

Because the Powell proposal includes a no-build zone on the lower bench of the property, both the Fairgrounds and Hardesty property benefit in assuring continued beneficial viewsheds. Future development on Powell property will be closer to the Carroll easterly property line; however, Powell will abide by prevailing yard setback and height standards of the Land Use Code. The Carrolls do have an existing mobile home and garden shed close to the Powell westerly property line.

Elimination of Trespass

Currently fishermen access the Eagle River from the Fairgrounds and use the entirety of the river. The Powells own property to the middle of the river, so currently a trespass issue exists, which the Powells do not enforce. The development proposal includes a fishing easement on Powell property to eliminate the trespass issue.

POWELL PARK SUBDIVISION

IMPACT ON TOWN STREET SYSTEM

The Powell Park proposal is depicted on the below spreadsheet. The spreadsheet shows both population and traffic per day for current use and the proposed development scenario. Current impact on Violet Lane from Powell Park is 38 trips per day (VTD). Alternative 1 would have slightly less traffic impact at 34 VTD.

Violet Lane is a local street and very low traffic volume. The future development scenario will have no discernable impact on Violet Lane traffic.

It should be noted that Violet Lane is a public crossing across Union Pacific Railroad tracks and leads to the Sylvan Lake roundabout.

Powell Park traffic assessment

Current	densities	count per unit	population	vtd
Lot 1	4 MF	2	8	28
Lot 2	1 SF	2.8	2.8	10
total			10.8	38
Proposed				
Lot 1 MF	2 MF	2	4	14
Lot 1 SF	1 SF	2.8	2.8	10
Lot 2	1 SF	2.8	2.8	10
total			9.6	34

vehicle trip count

MF = 7 per day

SF = 10 per day

POWELL PARK SUBDIVISION

PARKLAND DEDICATION

The applicant owns significant land in the Eagle River. Presently there is no public access on Powell's Eagle River property. Applicant intends to dedicate a public access easement for fishing to the high water mark. The dedication would join with the County's Fairgrounds land which adjoins Powell's property. The dedication can be made during the Preliminary/Final Plat. The dedication of the lands for the Eagle River would be approximately 1.5 acres, which amount greatly exceeds the dedication requirements, as found below. The exact acreage approximating 1.5 acres is to be determined at Final Plat.

Applicant would like to explore with the Town Attorney the use of the river is solely for citizens, and prohibiting commercial operations.

Parkland Dedication Requirements

Current	densities	count per unit	population	dedication requirement
				.012 acres/person
Lot 1	4 MF	2	8	
Lot 2	1 SF	2.8	2.8	
total			10.8	0.1296
Proposed				
Lot 1 MF	2 MF	2	4	
Lot 1 SF	1 SF	2.8	2.8	
Lot 2	1 SF	2.8	2.8	
total			9.6	0.1152

Powell Park Subdivision

School Land Dedication Fee

The Town Land Use and Development Code states: "Every major subdivision and major development which increases the number of dwelling units above that approved as of the effective date of the ordinance from which this section is derived shall make the additional dedication or fee payment based upon the increase number of units, as provided herein, at the time of approval of the final plat, or issuance of a major development permit, whichever may first occur."

Because the applicant will raze its 4 unit apartment building it is proposed that a determination be made with each development permit or building permit that a cash-in-lieu payment is necessary when building more than 4 units.

Powell Park Water Rights Plan for Non-Potable Irrigation

Water Rights

Attached is a summary sheet of water rights, water court decrees and location map of water owned by the Powells and subject to the property. The water rights include Rochford Springs 1, 2, 3; the Rochford Pond and a domestic well right. The appropriation dates for the water rights are 1968 and senior to the state instream flow rights.

Non-Potable Distribution System

The adjudicated three springs feed a collector ditch which then feeds the adjudicated pond, all on the lower bench of the property. From the pond a pump and pipeline then supplies an irrigation sprinkler system covering approximately 1.50 acres. It should be noted that, even during full irrigation season, the 10" pond outfall pipe runs approximately 1/3 full, supplying a continuous significant amount of water to the Eagle River during irrigation season.

Measurement and Usage

A flow meter has provided usage records for 2017 and 2018. The meter malfunctioned in 2019 so no recordings were made. In 2017 the first recording was in early July so the data does not demonstrate a full season usage. 2018 measurements display a full irrigation season. 1.87 AF of irrigation water was used in 2017; 3.32 AF in 2018.

Water Augmentation

Water augmentation is provided by the absolute water right of 1.2 AF of the Rochford Pond. In discussions with the State Water Engineers' office the remaining augmentation is provided by the Historic Users Pool of Green Mountain Reservoir.

Water Rights Ownership

Though the town code requires water rights be dedicated to the town at time of annexation, the applicant requests this requirement be waived. Applicant believes there is no beneficial use for the town of the subject water rights. Rather the best use of the rights is on the Powell property. Should the town insist the water rights be dedicated, the annexation agreement should provide a long term lease from the town to the applicant with the rights to be used solely on the subject property. It should be noted that the Powell subdivision, with non-potable irrigation and the property's location in relation to the LBWTP and the town wastewater plant, will be the least water consumptive subdivision in town.

Exhibits

1. List of water rights (similar to that submitted with Annexation Petition.
2. Water Court decrees for Rochford Springs 1,2,3.
3. Water Court decree for Rochford Well (to be abandoned following service by town).
4. Map of water rights.
5. Water usage tables for 2017,2018.

Exhibit D
List of Water Rights
Powell Park

Name of Structure	Amount CFS	Adjudication Date	Appropriation Date	Uses	Case No.
Rochford Well	0.026	6/27/1973	12/31/1968	Domestic, fire protection	W-1927
Rochford No. 1 Spring	0.022	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 2 Spring	0.38	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 3 Spring	0.44	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 4 Spring	3	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial	95CW104
				wildlife propagation, recreation	
Rochford No. 5 Spring	1	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial,	95CW104
				wildlife propagation, recreation	
Total CFS	4.868				
Rochford Pond	1.2 AF	6/27/1973	8/31/1968	water augmentation	W-209
Wolford Mountain Reservoir	2.5 AF			water augmentation	W17001
				40 year term until 6/30/2057	

FILED
IN WATER COURT
Division No. 1
JUN 10 1970
STATE OF COLORADO
Charles Dukowich
Notary Public
1 Spring.

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF ELMER G.)
& PAULINE C. RICHFORD)
IN THE EAGLE RIVER)
OR ITS TRIBUTARIES.)
TRIBUTARY INVOLVED -)
IN EAGLE COUNTY)

Rochford No. 1 Spring.

RULING OF THE REFEREE

ABSOLUTE WATER RIGHT

And the Referee having made the investigations required by Article 21 of Chapter 148, C.R.S. 1963, as amended does hereby make the following ruling, to wit:

This application was referred to the Water Referee of Water Division No. 5 on the 2nd day of July 1973.

1. Name of Applicant Elmer C. Rochford and Pauline C. Rochford
Address Box 236; Eagle, Colorado
2. The name of the structure is Rochford No. 1 Spring.
3. The legal description of the structure is: The spring is located in Tract 47, Section 5, T. 5 S., R. 34 W. of the 6th P.M. at a point whence Angle Point No. 4 of said Tract 47 bears S. 10°38'10" W. 971.16 feet.
4. Means of diversion : The water is diverted into a ditch.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.022 cubic foot per second of time.
7. The use of the water is livestock water, domestic, fire protection, irrigation and fish propagation.
8. The Priority date is December 31, 1968.
9. The date of the application was June 27, 1973.

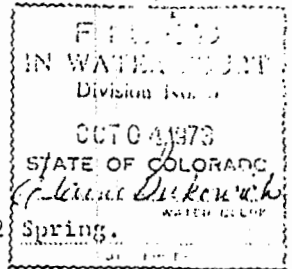
It is the ruling of the Referee that the statements in the application are true and that the above described water right is approved and granted the indicated priority; subject, however, to all earlier priorities of others.

It is accordingly ordered that this ruling shall become effective upon filing with the Water Clerk, subject to Judicial review as provided by law.

Done at the City of Glenwood Springs, Colorado, this 5TH
day of OCTOBER, 1973.

Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO
APPLICATION NO. WL 1926



Rochford No. 2 Spring.

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF ELMER G.)
ROCHFORD AND PAULINE C. ROCHFORD)
IN THE EAGLE RIVER)
OR ITS TRIBUTARIES.)
TRIBUTARY INVOLVED -)
IN EAGLE COUNTY)
RULING OF THE REFEREE
ABSOLUTE WATER RIGHT

And the Referee having made the investigations required by Article 21 of Chapter 148, C.R.S. 1963, as amended does hereby make the following ruling, to wit:

This application was referred to the Water Referee of Water Division No. 5 on the 2nd day of July 1973.

1. Name of Applicant Elmer G. Rochford and Pauline C. Rochford
Address P.O. Box 236; Eagle, Colorado
2. The name of the structure is Rochford No. 2 Spring.
3. The legal description of the structure is: The spring is located in Tract 47, Section 5, T. 5 S., R. 84 W. of the 6th P.M. at a point whence Angle Point No. 4 of said Tract 47 bears: S. 22°04' W. 1225.89 feet.
4. Means of diversion: The water is diverted into a ditch.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.38 cubic foot per second of time.
7. The use of the water is livestock water, domestic, fire protection, irrigation and fish propagation.
8. The Priority date is December 31, 1968.
9. The date of the application was June 27, 1973.

It is the ruling of the Referee that the statements in the application are true and that the above described water right is approved and granted the indicated priority; subject, however, to all earlier priorities of others.

It is accordingly ordered that this ruling shall become effective upon filing with the Water Clerk, subject to Judicial review as provided by law.

Done at the City of Glenwood Springs, Colorado, this 5th day of OCTOBER, 1973.

G. L. Dicken
Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO
APPLICATION NO. W- 1926

FILED IN WATER DIVISION Division No. 5 OCT 29 1973 STATE OF COLORADO <i>John H. Kerk</i>

Rochford No. 3 Spring.

IN THE MATTER OF THE APPLICATION) FOR WATER RIGHTS OF Elmer G.) Rochford & Pauline C. Rochford) IN THE Eagle RIVER) OR ITS TRIBUTARIES.) TRIBUTARY INVOLVED -) IN Eagle COUNTY)	RULING OF THE REFEREE ABSOLUTE WATER RIGHT
--	---

And the Referee having made the investigations required by Article 21 of Chapter 148, C.R.S. 1963, as amended does hereby make the following ruling, to wit:

This application was referred to the Water Referee of Water Division No. 5 on the 2nd day of July 1973.

1. Name of Applicant Elmer G. Rochford and Pauline C. Rochford
Address P.O. Box 236; Eagle, Colorado
2. The name of the structure is Rochford No. 3 Spring.
3. The legal description of the structure is: The spring is located in Tract 47, Section 5, T. 5 S., R. 84 W. of the 6th P.M. at a point whence Angle Point No. 4 of said Tract 47 bears S. 24°23'20" W. 1401.32 feet.
4. Means of diversion: The water is diverted into a ditch.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.44 cubic foot per second of time.
7. The use of the water is livestock water, domestic, fire protection, irrigation and fish propagation.
8. The Priority date is December 31, 1968.
9. The date of the application was June 27, 1973.

It is the ruling of the Referee that the statements in the application are true and that the above described water right is approved and granted the indicated priority; subject, however, to all earlier priorities of others.

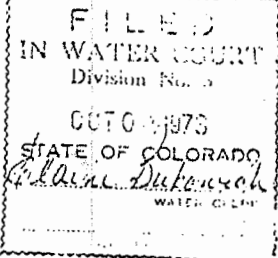
It is accordingly ordered that this ruling shall become effective upon filing with the Water Clerk, subject to Judicial review as provided by law.

Done at the City of Glenwood Springs, Colorado, this 5th day of OCTOBER, 1973.

John H. Kerk
Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO

CASE NO. W- 1927



IN THE MATTER OF THE)
APPLICATION FOR)
WATER RIGHTS OF ELMER G.)
ROCHFORD & PAULINE C. ROCHFORD)
IN THE EAGLE)
RIVER OR ITS TRIBUTARIES)
TRIBUTARY INVOLVED:)
IN EAGLE COUNTY)

RULING OF THE REFEREE

ABSOLUTE DECREE FOR
UNDER GROUND WATER RIGHTS

And the Referee having made the investigations required
by Article 21 of Chapter 148, C.R.S. 1963, as amended does hereby
make the following ruling, to wit:

This application was referred to the Water Referee of
Water Division No. 5 on the 2nd day of July, 1973.

1. Name of Applicant Elmer G. Rochford and Pauline C. Rochford
Address P.O. Box 236; Eagle, Colorado
2. The name of the structure is Rochford Well.
3. The Legal description of the structure is: The well is located
in Tract 47, Section 5, T. 5 S., R. 84 W. of the 6th P.M.
at a point whence Angle Point No. 4 of said Tract 47 bears:
S. 09°45'30" E. 933.07 feet.
4. The depth of the well is 12 feet.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.0264 cubic foot per
second of time.
7. The use of the water is domestic and fire protection.
8. The State Engineer's number is none.
9. The Priority date is December 31, 1968.
10. The date of the application was June 27, 1973.

It is the ruling of the Referee that the statements in the
application are true and that the above described water right is
approved and granted the indicated priority; subject, however, to
all earlier priority rights of others.

It is accordingly ordered that this ruling shall become
effective upon filing with the Water Clerk, subject to Judicial review
as provided by law.

5th day of OCTOBER, 1973. Done at the City of Glenwood Springs, Colorado this

James P. Cole
Water Referee
Water Division No. 5
State of Colorado

CENTRAL FILES

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO

Case No. 95CW104

RECEIVED

OCT 22 1996

WATER RESOURCES
STATE ENGINEER
COLO.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

WILLIAM POWELL, in Eagle County, Colorado

The above-entitled Application was filed on May 31, 1995, and an Amended Application was filed on June 19, 1995, and was referred to the Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as The Water Right Determination and Administration Act of 1969.

The Referee having made such investigations as are necessary to determine whether or not the statements in the Application are true and having become fully advised with respect to the subject matter of the Application did enter a Findings of Fact, Conclusions of Law and Ruling of the Referee in this matter. The State and Division Engineers filed a protest to the Ruling of the Referee. This matter is currently pending before the Water Court.

FINDINGS OF FACT

1. The name and address of the Applicant is:

William Powell
P.O. Box 1227
Eagle, CO 81631

c/o Sherry A. Caloia, Esq.
Caloia & Houpt, P.C.
1204 Grand Ave.
Glenwood Springs, CO 81601
(970) 945-6067

2. Timely and adequate notice of the filing of this Application was given as required by law.
3. A Statement of Opposition was filed by John Hardesty. The time for filing Statements of Opposition has expired. The Referee entered his Findings of Fact, Conclusions of

**Case No. 95CW104
Judgment and Decree**

Law and Ruling of the Referee on April 19, 1996. A Protest to the Ruling of the Referee was filed by the State Engineer and Division Engineer on May 13, 1996. The State and Division Engineers subsequently filed a Motion to Withdraw Protest to the Ruling of the Referee and the Applicant filed a Motion for Summary Judgment to have this Court enter a Judgment and Decree.

- 4. The Applicant has requested approval of an Application for Water Rights, as follows:**

ROCHFORD SPRING NO. 4

- A. Name of Structure: Rochford Spring No. 4.**
- B. Legal description: The Rochford Spring No. 4 consists of a series of springs and seeps emanating from a steep hillslope located within the Northeast 1/4, Northwest 1/4, Section 5, Township 5 South, Range 84 West, 6th P.M., more specifically described as a spring reach located at a point South 70°00' West a distance of 3,400 feet from the Northeast corner of said Section 5, from which point said springs and seeps flow by gravity in a southwesterly direction, as more fully shown on Exhibit A (a/k/a Figure 2) attached hereto and incorporated herein by this reference. (Note: Rochford Spring No. 4 is located on the property boundary between Hardesty and Powell).**
- C. Source: Seeps and springs tributary to the Eagle River, tributary to the Colorado River.**
- D. 1. Date of initiation of appropriation:**
- (1) Absolute portion: June 1950 for storage, irrigation, aesthetic, piscatorial, wildlife propagation and recreational purposes.**
- (2) Conditional portion: 1983 for augmentation, exchange, replacement and additional irrigation purposes.**
- 2. Date water applied to beneficial use:**
- (1) Absolute portion: June 1950.**
- (2) Conditional portion: N/A.**
- 3. How appropriation was initiated:**

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- (1) Absolute portion: By diverting water into and filling the Rochford Pond and use of water for storage, irrigation, aesthetic, piscatorial, wildlife propagation and recreational purposes.
- (2) Conditional portion: By field visit, discussions with attorney and engineer, and formation of intent to use for augmentation, exchange, replacement and additional irrigation purposes.

E. Amount claimed:

1. 3.0 c.f.s., absolute, for storage, irrigation, aesthetic, piscatorial, wildlife propagation and recreational purposes.
2. 3.0 c.f.s., conditional, for augmentation, exchange, replacement and additional irrigation purposes.

Total 3.0 c.f.s.

F. Use: Irrigation of 5.5 acres. Acreage owned by William Powell located as follows: 9.27 acres located in the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 5 South, Range 84 West of the 6th P.M.

Other Uses: Storage, irrigation, aesthetic, piscatorial, wildlife propagation, recreational, augmentation, exchange and replacement purposes.

G. In Case No. 83CW209, an augmentation plan, Rochford Pond and Rochford Springs 1-3 were decreed. By this application, Rochford Spring Nos. 4 and 5 are to be decreed herein as an additional source of water to fill the Rochford Pond to be used for all uses decreed in Case No. 83CW209. In addition, the Rochford Spring Nos. 4 and 5 will irrigate up to 5.5 acres of land which are all owned by the Applicant and are part of Applicant's 9.265 acre two-lot parcel.

ROCHFORD SPRING NO. 5

A. Name of Structure: Rochford Spring No. 5.

B. Legal description: The Rochford Spring No. 5 consists of a series of springs and seeps emanating from a steep hillslope located within the NE1/4 NW1/4, Section 5, Township 5 South, Range 84 West of the 6th P.M., more specifically described as a spring reach commencing at a point S. 70°30' W., a distance of

Case No. 95CW104
Judgment and Decree

3,350 feet from the northeast corner of said Section 5, from which point said springs and seeps flow by gravity in a southerly direction. A map of such reach and the area referenced is attached hereto as Exhibit A (a/k/a Figure 2 of Case No. 94CW346).

C. Source: Seeps and springs tributary to the Eagle River, tributary to the Colorado River.

D. 1. Date of initiation of appropriation:

- (1) Absolute portion: June 1950 for irrigation, storage, aesthetic, piscatorial, wildlife propagation and recreational purposes.
- (2) Conditional portion: June 1983 for additional irrigation, augmentation, exchange and replacement purposes.

2. Date water applied to beneficial use:

- (1) Absolute portion: June, 1950.
- (2) Conditional portion: N/A.

3. How appropriation was initiated:

- (1) Absolute portion: By diversion and application to beneficial use for irrigation, and by filling Rochford Pond for storage, aesthetic, piscatorial, wildlife propagation and recreational uses.
- (2) Conditional portion: By field visit, preparation of an engineering report, and formation of intent to use for augmentation, exchange and replacement through the Rochford Pond.

E. Amount claimed:

1. 1.0 c.f.s., absolute, for irrigation, storage, aesthetic, piscatorial, wildlife propagation and recreational purposes.
2. 1.0 c.f.s., conditional, for additional irrigation, augmentation, exchange and replacement purposes.
3. Total 1.0 c.f.s.

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- F. Use: Irrigation for 5.5 acres. Acreage owned by William Powell located as follows: 9.27 acres located in the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 5 South, Range 84 West of the 6th P.M.

Other Uses: Storage, augmentation, replacement, exchange, aesthetic, piscatorial and recreational purposes, conditional.

CONCLUSIONS OF LAW

5. The Application filed herein is complete, covering all applicable matters required under C.R.S. 37-92-302.
6. All notices required by law have been given, and no further notice need be given.
7. The Court has jurisdiction of this matter and of all persons, whether they have appeared or not. C.R.S. 37-92-301(2) and -303(1).
8. This Court has authority to grant the change of water right requested in the application. C.R.S. 37-92-301(2), -302 and -303(1).
9. The Statement of Opposition by John Hardesty has been withdrawn by Stipulation of the parties. Such Stipulation is incorporated herein by this reference. The Protest to the Ruling of the Referee filed by the State and Division Engineers has been withdrawn.
10. Applicant's Motion for Summary Judgment is granted.

JUDGMENT AND DECREE

11. As requested in the Applicant's Motion for Summary Judgment, the water rights for the Rochford Spring Nos. 4 and 5, as more fully set forth above in Paragraph 4. above, are hereby granted. Application for Finding of Reasonable Diligence shall be filed in the same month as the decree herein is entered every six years after the entry of the decree herein so long as the Applicants desire to maintain the conditional water rights herein awarded, or until a determination has been made that such conditional water rights are made absolute by reason of the completion of the appropriation, or are otherwise disposed of.

Case No. 95CW104
Judgment and Decree

12. The foregoing Findings of Fact and Conclusions of Law are incorporated herein by this reference. The Water Judge concludes that the Application should be granted. The application for the water rights described herein is approved.
13. Applicant may be required to maintain an accurate accounting of all water diverted under these rights through the original points of diversion decreed herein and, if so, shall provide such accounting to the Division Engineer upon request.

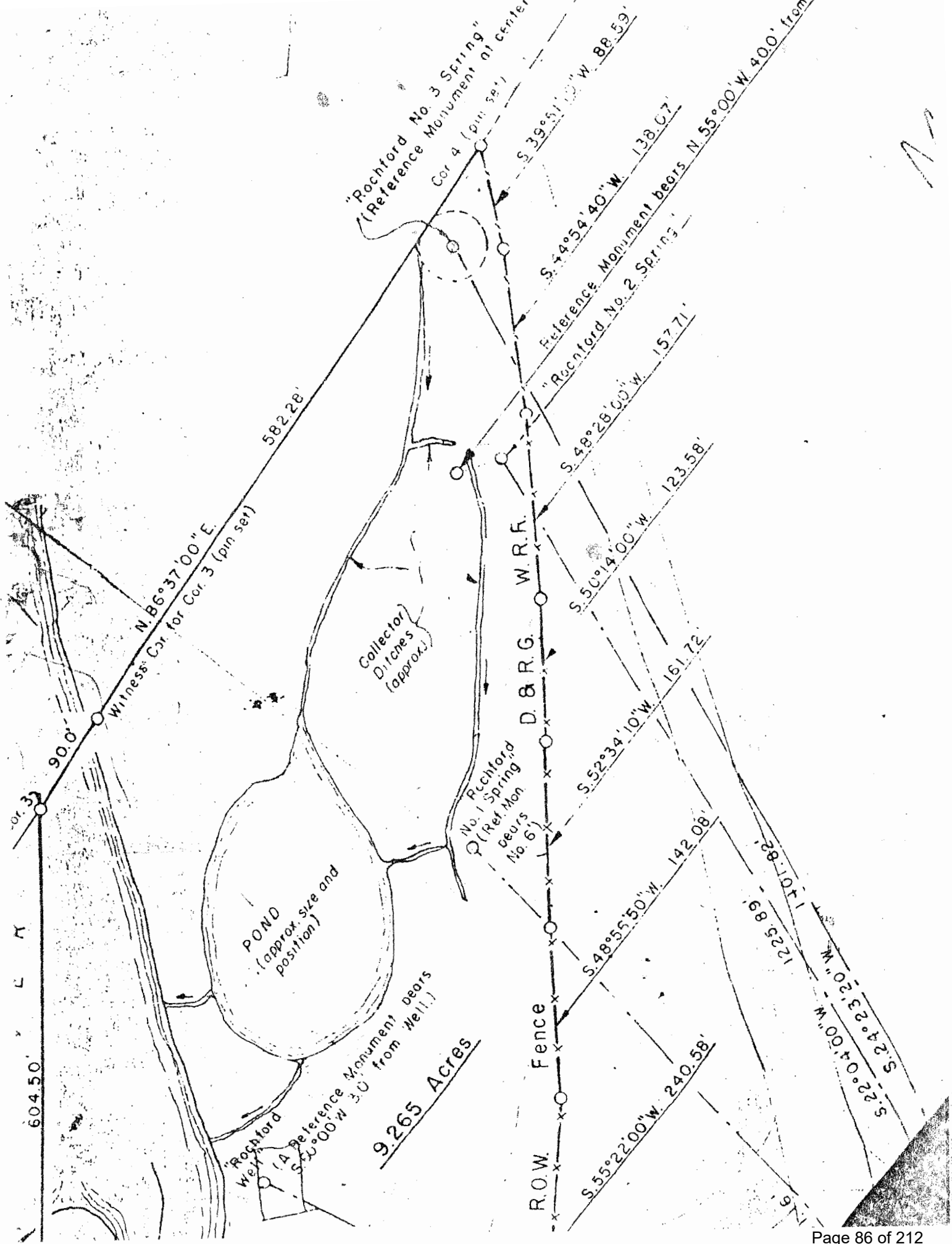
It is accordingly ORDERED that this Ruling shall be filed with the Water Clerk subject to Judicial review.

It is further ORDERED that a copy of this Ruling shall be filed with the appropriate Division Engineer and the State Engineer.

The month and year for filing and Application for Finding of Reasonable Diligence shall be October 1, 2002.

Dated this 16th day of October, 1996.

Thomas W. Ossola
WATER JUDGE



Flow Meter Water Usage Powell Properties

Total Use (Gal)	Total Use (AF)
609,600	1.87

date	reading	amount	
6/18/2017			
6/25/2017			
7/9/2017	28,400	28,500	actual
7/16/2017	56,900	28,500	actual
7/23/2017	99,000	42,100	actual
7/30/2017	137,000	38,000	actual
8/6/2017	185,700	48,700	actual
8/13/2017	207,400	21,700	actual
8/20/2017	255,100	47,700	actual
8/27/2017	302,800	47,700	actual
9/3/2017	348,800	46,000	actual
9/10/2017	394,800	46,000	actual
9/17/2017	440,800	46,000	actual
9/24/2017	486,800	46,000	actual
10/1/2017	533,000	46,200	actual
10/12/2017	549,600	16,600	actual
6/18/2017	30,000	30,000	est
6/25/2017	60,000	30,000	est
	609,600		

30,000	0	30,000	0.09
60,000	0	30,000	0.18
88,500	28500	-	0.27
117,000	28500	-	0.36
159,100	42100	-	0.49
197,100	38000	-	0.60
245,800	48700	-	0.75
267,500	21700	-	0.82
315,200	47700	-	0.97
362,900	47700	-	1.11
408,900	46000	-	1.25
454,900	46000	-	1.40
500,900	46000	-	1.54
546,900	46000	-	1.68
593,100	46200	-	1.82
609,700	16600	-	1.87

end of 2017 season

Flow Meter Water Usage Powell Properties

Total Use (1 Total Use (AF)

2018						1,082,700	3.32
date	reading	amount					
5/13/2018	549,600		beginning	-	0	45,000	-
5/20/2018	600,300	50700	actual	50,700	50700	45,000	0.16
5/27/2018	651,000	50700	actual	101,400	50700	-	0.31
6/3/2018	701,700	50700	actual	152,100	50700	-	0.47
6/10/2018	752,400	50700	actual	202,800	50700	1,082,700	0.62
6/17/2018	803,100	50700	actual	253,500	50700	-	0.78
6/24/2018	852,100	49,000	actual	302,500	49000	-	0.93
7/1/2018	899,300	47,200	actual	349,700	47200	-	1.07
7/8/2018	947,400	48,100	actual	397,800	48100	-	1.22
7/16/2018	1,017,300	69,900	actual	467,700	69900	-	1.44
7/23/2018	1,071,600	54,300	actual	522,000	54300	-	1.6
7/30/2018	1,125,900	54,300	actual	576,300	54300	-	1.77
8/6/2018	1,180,200	54,300	actual	630,600	54300	-	1.94
8/13/2018	1,234,500	54,300	actual	684,900	54300	-	2.1
8/20/2018	1,281,300	46,800	actual	731,700	46800	-	2.25
8/27/2018	1,327,366	46,066	actual	777,766	46066	-	2.39
9/3/2018	1,373,432	46,066	actual	823,832	46066	-	2.53
9/10/2018	1,419,500	46,068	actual	869,900	46068	-	2.67
9/17/2018	1,460,433	40,933	actual	910,833	40933.33	-	2.8
9/24/2018	1,501,367	40,933	actual	951,767	40933.33	-	2.92
10/1/2018	1,542,300	40,933	actual	992,700	40933.33	-	3.05
10/8/2018	1,587,300	45,000	actual	1,037,700	45000	-	3.18
10/15/2018	1,632,300	45,000	actual	1,082,700	45000	-	3.32
		1,082,700	3.32				

Powell Documents Pertaining to Raw Water Agreement and Annexation Agreement

1. Cover letter pertaining to “termination” language—
Section 14 of the draft Raw Water Agreement
2. Cash-in-Lieu discussion—Section 5.a. of the Annexation
Agreement
3. Powell preferred Raw Water Agreement

March 17, 2001

To: Town Council
Fr: Willy Powell
Re: **Raw Water Agreement for Powell Annexation**

Powell, in the past, has used the same water attorney as the town, Mary Elizabeth Geiger. Therefore, Mary Elizabeth has recused her attorney work for the Powell Raw Water Agreement. The town then hired a special counsel, Alperstein & Covell, represented by Cindy Covell.

Ms. Covell has drafted a Raw Water Agreement pertaining to the Powell annexation. In the draft agreement it allows the town to unilaterally terminate the raw water agreement after 20 years and for no cause. The special counsel's language is changing the town's decades-long policies promoting the use of raw water for irrigation without Town Council's approval. In the prior development agreements there has been no "termination" language. Rather the town promotes raw water irrigation, in as many places and subdivisions as possible.

Please refer to the attachment for language pertaining to the Hockett Gulch, the last raw water agreement the town approved. There is no "termination" language in the agreement, rather it promotes that the raw water operations be used on a continuous basis.

The draft termination language by special counsel for the Powell Subdivision is problematic for the following reasons.

- The draft termination language is a new precedent without Town Council approval.
- The lease can be unilaterally terminated by the town after 20 years and for no cause.
- Termination can occur without evidence that use of the raw water is harming the Town's water rights.
- Powell and predecessors have adjudicated water rights (5 springs and pond) and has operated a raw water system for decades. These water rights have NO use as part of the Town's water system.
- Hockett Gulch has not used water on their land for at least 40 years.
- Why is Powell being treated differently, when its raw water system has been operated effectively and efficiently.
- The town has promoted raw water in as many places as possible—Chambers Park, Nogal Park, Brush Creek Park (and Br. Cr. Elementary School) and certain subdivisions where possible, i.e., all subdivisions on Nogal Road. Brush Creek Village Townhomes and Soleil Homes. In the future Nogal Gulch PUD, Red Mountain Ranch, and Powell Park subdivision will be irrigated by raw water sources.
- Developers dedicate water rights to the town in order to serve their development. If the Town terminates a raw water lease, what obligations does the town have to compensate the developer?
- The town needs to treat developers equitably, and this draft agreement is a departure from any agreement in the past. See Hockett Gulch language below.

Therefore, and considering the above, Powell requests the following policy items be discussed in open discussion (not executive session).

1. For this and all subsequent raw water agreements, is it the policy to grant the town unilateral ability to terminate the agreement after 20 years, and for no cause

2. If the Powell Raw Water agreement is deemed a one-off, special case, then staff must explain the rationale for making the termination language decision.

Hockett Gulch language

Water. a. Raw Water Irrigation. Developer shall install, maintain, operate, repair and replace a raw water irrigation system to provide nonpotable water for irrigation of permanently irrigated landscaped area in the Development, unless Developer is legally prohibited from doing so and provides evidence thereof to the reasonable satisfaction of the Town. Ownership and responsibility for this raw water irrigation system shall belong to Developer, its successors and assigns. If more than one party succeeds to Developer, the parties shall ensure that they continue this operation, maintenance repair and replacement. Code § 12. 16. 060 currently allows for a raw water irrigation credit toward the equivalent residential units (" EQR") calculation for residential units for assessing the water plant investment fees. The current raw water irrigation credit in the Code is at a rate of 0. 25 EQR per 2, 500 square feet of permanently irrigated landscaped area, not to exceed 25% of the total EQR

TOWN OF EAGLE

RAW WATER AGREEMENT

This Raw Water Agreement is entered into this _____ day of _____, 2020 (“Commencement Date”), by and between the TOWN OF EAGLE (“Town”), with its principal address at _____ and the Powell Family Trust Dated July 5, 2019, whose address is _____ (“Developer”).

Recitals

A. The Town currently owns, operates and maintains in accordance with the laws of the State of Colorado and its Municipal Code (“Code”) and ordinances, rules, regulations and policies, the Town of Eagle water system, which includes, among other things, water rights and supplies, decrees, infrastructure and related facilities to allow it to provide water service to its customers.

B. Developer owns property described as Powell Park Lots 1 and 2, Pursuant to a Final Plat of Eagle County, Colorado (Reception No. 267605) (“Subject Property”) and has petitioned to annex the Subject Property to the Town.

C. Developer owns certain water rights that are decreed for use on the Subject Property and that have historically been used on the Subject Property for their decreed purposes (“Developer Water Rights”). The Developer Water Rights are identified and described on **Exhibit A**.

D. Developer wishes to convey the Developer Water Rights to the Town, and, subject to the terms of this Agreement, to lease the Developer Water Rights from the Town their decreed uses on the Subject Property, in accordance with the water court decrees for the Developer Water Rights and as provided in this Agreement.

E. This Agreement is entered into in conformity with and subject to the laws of the State of Colorado and the Code, ordinances, rules and regulations and policies of the Town.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Conveyance of Water Rights. Developer agrees that upon the Town’s final approval of its petition for annexation of the Subject Property, it will convey the Developer Water Rights (other than the Rochford Well) to the Town by special warranty deed, free and clear of encumbrances, in return for the benefits of this Agreement, and for no additional monetary consideration.
2. Abandonment of Rochford Well. Developer will abandon the Rochford Well, decreed in Case No. W-1927, Water Division No. 5, in accordance with the requirements of the Colorado State Engineer for abandonment of wells. Developer will submit evidence of such abandonment to the Town within _____ months of approval of the annexation of the Subject Property, and will also cancel and abandon any applicable well permits and the decreed water right for the Rochford Well.
3. Provision of Raw Water. The Town will be the sole provider of raw water to the Subject Property. No additional supplies will be developed, purchased, appropriated for or used

on the Subject Property without the prior written agreement of the Town and Developer, and amendment of this Raw Water Agreement. When the Developer Water Rights have been conveyed to the Town, the Town by and through this Agreement leases the Developer Water Rights to Developer for outdoor uses in accordance with this Agreement, *provided*, however, that the Town shall not be required to provide water hereunder at such times as, and to the extent that, water cannot be legally and physically provided pursuant to the Developer Water Rights, or at such times and to the extent the Town has imposed restrictions on outdoor water use in accordance with its water conservation use policies and regulations as now in force or hereafter amended, revised or replaced.

The Developer will beneficially use the Developer Water Rights in accordance with their respective decrees, and will operate, maintain, repair and replace the water system pumps and other infrastructure as required in order to deliver the Developer Water Rights for beneficial use, without waste, in accordance with their decrees. Developer will take reasonable steps to assure that the Developer Water Rights are not subject to abandonment as a result of nonuse. The Town will not have any liability to Developer for any restrictions, curtailment orders, or requirements for compliance issued by state water administration officials, or with respect to any abandonment claims by state water administration officials or others. The Town has no obligation to challenge any abandonment listing or abandonment claims, but will reasonably cooperate with Developer if any of the Developer Water Rights are listed on an abandonment list, or otherwise claimed to have been abandoned, and the Developer elects to challenge such listing or claims at its own cost.

4. No Additional Payment. Developer shall not be required to pay an annual charge for the delivery of raw water from the Developer Water Rights. Developer shall be solely responsible for the payment of a contract to provide augmentation water associated with the Developer Water Rights, if any, and such contract shall not be assigned to the Town.
5. Term. This Agreement shall continue until terminated as provided in paragraph 14.
6. Water Use by Developer. The raw water provided to the Subject Property under this Agreement shall be used only for outdoor irrigation and other decreed uses (other than in-building) on the Subject Property in accordance with the following conditions.
 - 6.1 All use shall be in accordance with the applicable decree or decrees for the Developer Water Rights.
 - 6.2 Notwithstanding anything to the contrary in any of the decrees for the Developer Water Rights, none of the Developer Water Rights will be used for any indoor or in-building uses, all of which uses will be made only with treated water provided by the Town.
 - 6.3 The Developer Water Rights may not be cross-connected to the Town treated water system, and water from the Developer Water Rights may not be allowed to backflow into the Town treated water system. Developer shall comply with paragraph 12 regarding cross-connection and backflow prevention.
 - 6.4 All use of the Developer Water Rights is subject to all applicable Code provisions, ordinances, rules, regulations and policies now in force or hereafter enacted or

adopted, including water restrictions and curtailment requirements, and Developer will comply with all such Code provisions, ordinances, rules, regulations and policies.

- 6.5 All use of the Developer Water Rights is subject to all requirements of state water administration officials, including accounting, measuring and reporting requirements. At its cost, Developer will install and maintain a continuous flow meter on its irrigation pump, and any other measuring devices required by state water administration officials, and Developer will properly maintain all records of use required by state water administration officials. Developer will provide to the Town all information regarding measurement and use of the water rights that is required to be maintained or reported by the Town within 30 days of request by the Town. Developer will comply with all requirements of state water administration officials and will indemnify the Town and hold it harmless from all costs or claims resulting from state administrative enforcement requirements or proceedings.
- 6.6 Use of the Developer Water Rights will be reduced or curtailed in accordance with the Town's water conservation policies and regulations and other policies and regulations concerning diversion of water under water rights owned or controlled by the Town, and Developer will be liable for any penalties that may be assessed for violations of such policies and regulations. Should the Town require curtailment or reduction of use of the Developer Water Rights for any reason, Developer will limit or curtail use of the Developer Water Rights until the Town notifies Developer that use of the Developer Water Rights may be resumed.
7. Structures and Facilities. The Developer is and shall remain the owner of all infrastructure necessary to divert, store, deliver and use water from the Developer Water Rights on the Subject Property, and shall be solely responsible at all times for all construction, installation, cleaning, operation, maintenance, repair and replacement of all ditches, laterals, pipelines, infrastructure and equipment required for or in connection with use of the Developer Water Rights on the Subject Property, including but not limited to diversion structures, measuring flumes and meters, pumps, sprinkler systems, and other water system infrastructure.
8. No Right to Reuse or Successively Use Water. Developer shall have no right to reuse or make a succession of uses of the water leased pursuant to this Agreement, unless provided for in the decrees. Developer agrees that it does not, by this Agreement, acquire any interest in any water rights owned or controlled by the Town, and that any claims it may have with respect to the delivery of water hereunder are strictly contractual rights as provided in this Agreement.
- The Town specifically reserves the right to reuse, to the extent permitted by law, the water which is provided for use on the Subject Property pursuant to this Agreement. The Town may apply to the water court for permission to store, reuse or successively use, or otherwise change any of its water rights, including the Developer Water Rights, so long as the Town remains able to comply with this Agreement. Developer shall not oppose any such water application.
9. No Liability for Suspension of Water Delivery. The Town shall not be liable for failure to deliver water for any reason, including of failure of infrastructure (all of which is owned and controlled by Developer), or implementation of any water restrictions as provided in paragraph 3.

10. Indemnification. As partial consideration for this Agreement, Developer will indemnify the Town and hold it, its officials, agents and employees, harmless from any and all losses, injuries or claims of any kind whatsoever, including all costs of defense and expert witness and attorney fees, that may arise from Developer's use of the Developer Water Rights, or Developer's construction, installation, operation, maintenance, repair, rehabilitation or replacement of structures or facilities belonging to or controlled by Developer or its agents, employees, or contractors, on or off of the Subject Property, or any condition that may arise as a result of flooding or other condition or emergency, and including but not limited to any such claims resulting from water flowing onto, seeping into or otherwise damaging or injuring any person or property for any reason. At no time shall anything contained within this Agreement be considered or interpreted to waive or diminish, in whole or in part, the rights or limitations bestowed upon the Town by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended, or any other law, nor shall the indemnification obligation hereunder cover claims or losses or damages for which the Town would not be liable, should this indemnification provision not have been in existence.
11. Water Quality. Developer acknowledges that the raw water provided pursuant to this Agreement is untreated water, and that the Town makes no guarantees or representations concerning the quality of the water provided, or its fitness for the purposes for which it is used, or for any particular purpose.
12. Cross-Connection Prevention. Developer will not allow any cross-connection with or backflow into the Town's treated water system from the Developer Water Rights. Developer will install, at its cost, all required devices to prevent backflow or cross-connection. Developer will comply with all Code provisions regarding cross-connection prevention, as such provisions may be amended, replaced or revised in the future, and all Town policies, requirements and regulations regarding cross-connection and backflow prevention. The Town shall have the right to make inspections and reasonable requests for assurance that no cross-connection or backflow exists, and such assurances shall be provided at Developer's cost.
13. Obligations Consistent with Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with the state and federal law, and the Code. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or the Code, or is declared invalid, the parties shall either terminate this Agreement or in good faith negotiate to modify the Agreement so as to make it consistent with the state or federal law or the Code, as the case may be.
14. Term and Termination of Raw Water Agreement. This Agreement shall be for an initial term of twenty (20) years ("Initial Term"), beginning on the Commencement Date. This Agreement shall be automatically renewed for additional, successive terms of five (5) years.. In the event the Town believes that Developer (or its successors and assigns) is not using the Developer Water Rights as required under this Agreement, the Town shall give notice thereof in writing, stating the grounds for the alleged default, and providing the Developer with a reasonable period (which shall not be less than 30 days) in which to cure the alleged default. The Town may only send a Notice of Termination of this Agreement in the event that Developer (or its successors and assigns) have defaulted and failed to cure in a timely manner. This Agreement may also be terminated at any other time by mutual written agreement of the parties. Upon termination, Developer shall, at Developer's expense, take all actions necessary to ensure that the Developer Water Rights and the raw water system cannot continue to be utilized on the Subject Property.

15. No Outdoor Use of Treated Water. Developer may not use Town treated water for outdoor irrigation, ponds or water features without the Town's prior written consent. If Developer no longer wishes to utilize the Developer Water Rights on the Subject Property and terminates this Agreement, Developer may request additional treated water for outdoor irrigation uses. The Town, in its sole discretion, may (but need not) elect to provide treated water for outdoor irrigation uses consistent with its then-applicable ordinances, policies, rules and regulations, and upon Developer's payment of any then-applicable tap fee or other fees required for such additional outdoor uses.
16. Formation of Association. At such time as the Subject Property is no longer owned by a single person or entity, Developer shall form an Association for the purpose of managing the use of water on the Subject Property in conformance with this Agreement. At that time, Developer shall record covenants in the public records that bind each owner of a portion of the Subject Property to the requirements contained herein. The rights and obligations under this Agreement shall, at such time, be assigned to the Association which shall be responsible to the Town for performance under this Agreement. Developer shall provide the Town with a copy of the recorded covenants for its records.
17. Annual Report. Developer shall provide to the Town an annual report detailing its use of the Developer Water Rights on or before the 10th day of November of each year. The annual report will include the following information: (a) a summary of water pumped from the pond for irrigation use as reported by the flow meter on a month by month basis, and (b) a description of maintenance activities undertaken on the facilities required to divert and use the Developer Water Rights.
18. Default. Subject to the right of cure described in paragraph 14, if either party defaults in its obligations hereunder, the other party shall have available to it all remedies at law or equity, including the remedy of specific performance.
19. No Waiver of Rights or Remedies. Failure of a party hereto to exercise any right or remedy hereunder shall not be deemed a waiver of any such right or remedy and shall not affect the right of such party to exercise at some future time said right or remedy or any other right or remedy it may have hereunder.
20. Notice. All notices required to be given hereunder shall be in writing, and shall be deemed given three business days following deposit in the United States mail, certified mail, return receipt requested, postage prepaid, properly addressed to the party to whom directed at its address shown below or at such other address as may be given by notice pursuant to this paragraph:

Town of Eagle

cc: Town Attorney

Developer:

Powell Family Trust Dated July 5, 2019
c/o William Powell

P.O. Box 1227
Eagle, CO 81631

21. Force Majeure. No party shall be held liable for failure to perform hereunder due to wars, strikes, acts of God, natural disasters, pandemic, drought or other occurrences outside the control of such party.
22. Binding Agreement, Covenants and Recording. This Agreement is binding upon the parties hereto, their successors and assigns. This Agreement shall be recorded, and the rights and obligations contained in this Agreement shall be covenants that run with the land of the Subject Property, and shall be jointly and severally binding upon and inure to the benefit of any and all owners of the Subject Property, or any portion thereof or interest therein.
23. Authority of Signatories. By signing this Agreement, the parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each party have been duly authorized to do so.
24. Interpretation of Agreement. Neither the titles to this Agreement and its paragraphs, nor the recitals appearing prior to paragraph 1 of this Agreement shall be used to alter the meaning of this Agreement, and in the event of a conflict, the terms and conditions of the numbered paragraphs shall govern.
25. Litigation. In the event either party is required to take legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, including expert witness fees. The parties agree that the forum for any such litigation shall be the Eagle County District Court or County Court.
26. Counterparts. This Agreement may be signed using counterpart signature pages, with the same force and effect as if all parties signed on the same signature page.

IN WITNESS WHEREOF, the parties hereto set their hands on the date and year above first written.

Attest:

TOWN OF EAGLE

By: _____

DEVELOPER:
POWELL FAMILY TRUST DATED JULY 5, 2019

STATE OF COLORADO)
)
COUNTY OF EAGLE)

SUBSCRIBED AND SWORN to before me this _____ day of
_____, 20__, by William Powell as Trustee for the
Powell Family Trust Dated July 5, 2019

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

Discussion of Cash-in-Lieu of Water Rights for Potable System (indoors only)

Powell believes the basis for the cash in lieu amount is in error. See language below in the draft annexation agreement which states the amount is \$7000 per EQR. Our existing apartment building has four units of two bedrooms and one bath each. The EQR chart, found in Section 12.16.060 of the Municipal Code, states the EQR amount for this size of unit is 0.6 EQR. Thus the amount for one unit should be charged no more than \$4200 per unit.

However, I will not be using the allowance for 4 x 500 + 2000 SF of irrigated landscape area. As you know we have opined I should be treated like Hockett Gulch who negotiated \$3500 per unit. And this amount of 4 x 3500 is consistent with two single family lots of 2 x 7000 to be constructed in the future.

It should be noted that the Powell Subdivision will be the very least consumptive water use project in town for the following reasons. First, the project has an existing raw water system. Secondly, the location of the subdivision is 500 yards from the Lower Basin Water Treatment Plant and indoor water use almost immediately returns to the Wastewater Treatment Plant.

Draft Annexation Agreement language

5. Water Service and Water Rights.

a. Water service to the Property for treated water uses other than outdoor irrigation and water features shall be provided by the Town, provided that upon annexation, Petitioners connect to the Town's water utility in accordance with Chapter 12.16 of the Code, and that Petitioners make the required payment in lieu of dedication of water rights for such treated water service, as calculated in this paragraph. The payment in lieu of water rights dedication for the treated water service is \$7,000 per EQR. Petitioners shall pay the applicable plant investment fee and payment in lieu of water rights dedication fee calculated at the time that Petitioners apply for a building permit to develop the Property, or calculated 24 months from the Effective Date of the Annexation Agreement, whichever occurs first.

Section 12.16.060 of the Eagle Municipal Code

Multi-family residential (townhouses, condominiums, and apartments per unit)—includes 500 square feet of permanently irrigated landscaped area per unit

Studio—no bedrooms, one bathroom0.4

Up to two bedrooms and one and one-half bathrooms0.6

PETITION FOR ANNEXATION

POWELL PARK ANNEXATION

TO: TOWN COUNCIL, TOWN OF EAGLE, COLORADO

RE: PETITION FOR THE ANNEXATION FOR THE POWELL PARK ANNEXATION TO THE TOWN OF EAGLE AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO.

The undersigned Petitioner, in accordance with the provisions of Sections 31-12-101, *et. seq.*, C.R.S., the Municipal Annexation Act of 1965, hereby petitions the Town Council of the Town of Eagle, Colorado ("Town") for annexation to the Town of the land described in Exhibit "A" attached hereto and incorporated herein (the "Property"), which is currently in the County of Eagle, State of Colorado.

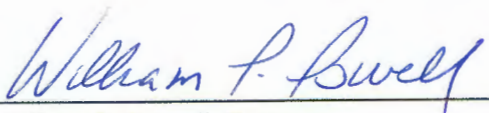
The Petitioner further states to the Town Council of the Town as follows:

1. That it is desirable and necessary that the Property be annexed to the Town.
2. That the Property meets the requirements of Sections 31-12-104 and 31-12-105, C.R.S. in that:
 - A. Not less than one-sixth ($1/6^{\text{th}}$) of the perimeter of the Property is contiguous with the Town.
 - B. A community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future; and the Property is integrated with or is capable of being integrated with the Town.
 - C. The petitioners, William and Nancy Powell are the owner of 100% of the Property, and hereby consents to the establishment of the boundaries of this territory as shown on the annexation map submitted herewith.
 - D. The Property is not presently part of any incorporated city, city and county, or town; nor have annexation proceedings been commenced for the annexation to another municipality of part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town, been held within twelve (12) months immediately preceding the filing of this Petition.

- E. The annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.
- F. The annexation of the Property will not have the effect of extending the boundary of the Town more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
- G. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.
- H. Reasonable access shall not be denied to landowners, owners of an easement, or the owners of a franchise, adjoining any platted street or alley annexed by the Town but not bounded on both sides by the Town.
- I. The requirement of C.R.S. Sections 31-12-105 exist or have been met.
- J. Petitioner reserves the right to withdraw this Petition at any time prior to the Town's final approval of the annexation.

THEREFORE, PETITIONER RESPECTFULLY REQUESTS that the Town Council of the Town of Eagle, Colorado approve the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

SIGNATURE OF LANDOWNER/PETITIONER
THE POWELL FAMILY TRUST DATED JULY 5, 2019


William P. Powell, Trustee


Nancy N. Powell, Trustee

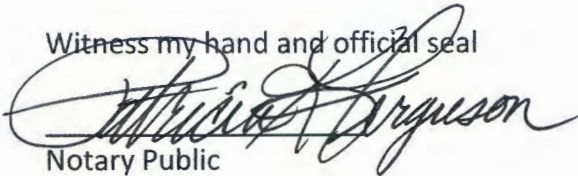
Date of Signature: 12/18/2020

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

 The foregoing instrument was acknowledged before me this 18th day of December, 2020, by William P. Powell as Trustee for the Powell Family Trust dated July 5, 2019.

My commission expires: 12/14/2021

Witness my hand and official seal


Notary Public

STATE OF COLORADO

)

) ss.

COUNTY OF EAGLE

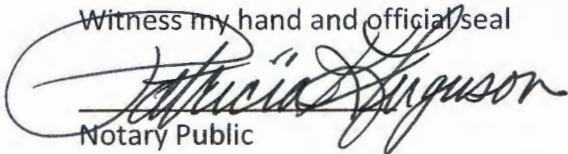
)

PATRICIA K FERGUSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094040649
MY COMMISSION EXPIRES DECEMBER 14, 2021

 2020 The foregoing instrument was acknowledged before me this 18th day of December,
2019, by Nancy N. Powell as Trustee for the Powell Family Trust dated July 5, 2019.

My commission expires: 12/14/2021

Witness my hand and official seal


Notary Public

PATRICIA K FERGUSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094040649
MY COMMISSION EXPIRES DECEMBER 14, 2021

Mailing Address of Petitioner:

The Powell Family Trust dated July 5, 2019

William and Nancy Powell

PO Box 1227

Eagle, CO 81631-1227

Exhibit "A" to Petition for Annexation

Powell Park

Lots 1 and 2

Pursuant to a Final Plat of Eagle County, CO, Reception NO. 267605

Exhibit "B" to Petition for Annexation

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says: that he was the circulator of the foregoing Petition for Annexation of Powell Park to the Town of Eagle, Colorado, that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

William P. Buell

Circulator

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 18th day of December, 2020, by William P. Buell, Circulator.

My commission expires: 12/14/2021

Witness my hand and official seal

Patricia K. Ferguson
Notary Public

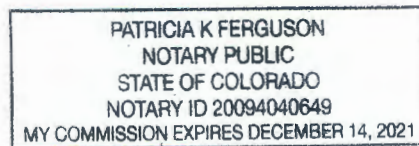
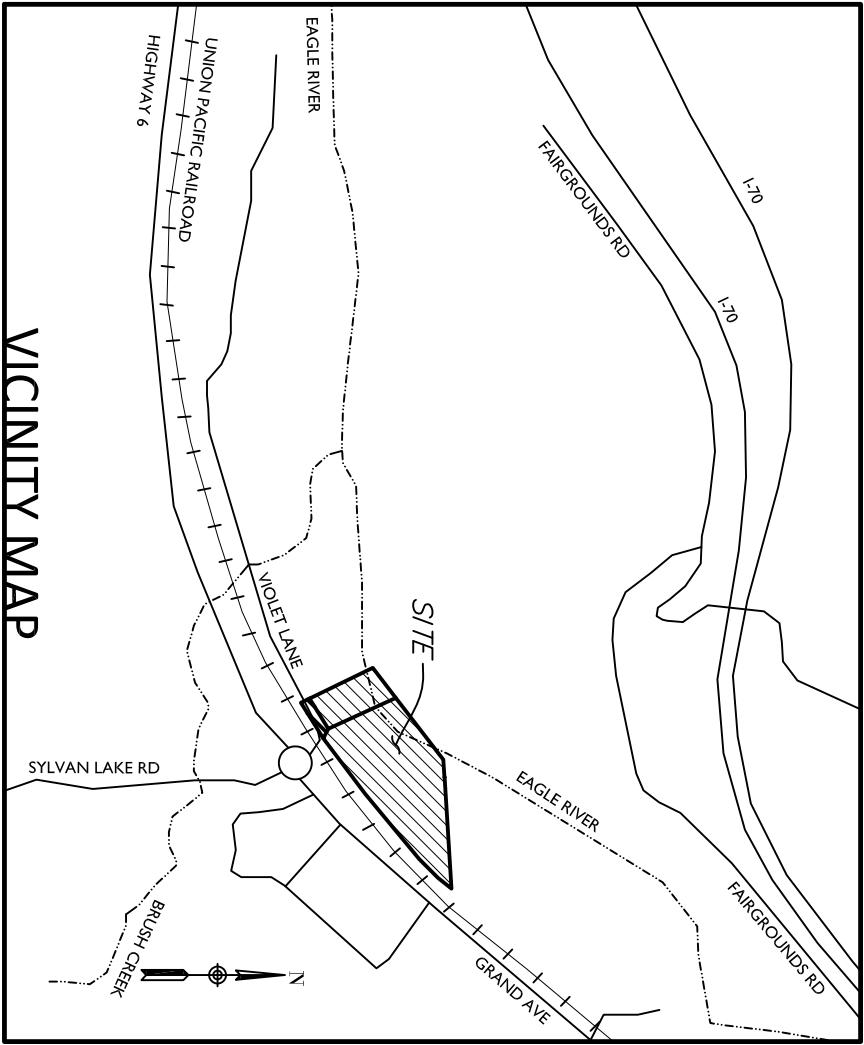


Exhibit "C" to Petition for Annexation

ANNEXATION MAP

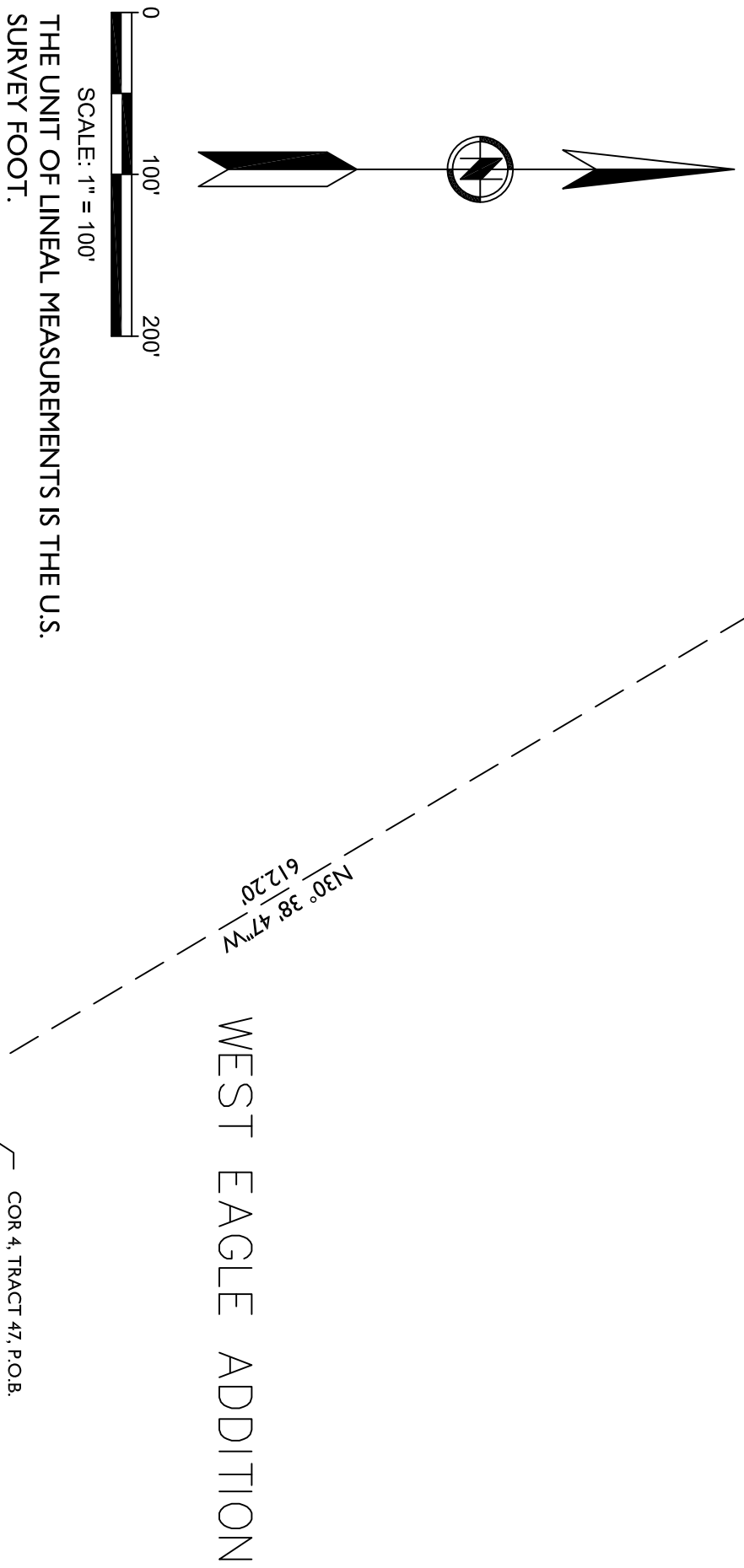
ANNEXATION MAP

OF POWELL PARK ADDITION
TO THE TOWN OF EAGLE
A PORTION OF TRACT 47, SECTION 5
TOWNSHIP 5 SOUTH, RANGE 84 WEST
OF THE 6TH P.M., EAGLE COUNTY, COLORADO



THERMO DYNAMICS INC.

LINE	BEARING	LENGTH
L1	N24° 34' 06"W	163.48'
L2	S68° 07' 33"W	183.38'
L3	N24° 34' 06"W	223.08'
L4	N62° 34' 06"W	56.92'
L5	S39° 46' 23"W	88.59'
L6	S44° 49' 53"W	138.07'
L7	S48° 23' 13"W	157.71'
L8	S50° 09' 13"W	123.58'
L9	S92° 29' 23"W	161.72'
L10	S48° 52' 03"W	142.08'
L11	S55° 17' 17"W	219.28'
L12	S98° 07' 33"W	198.38'
L13	N25° 53' 47"W	365.73'
L14	N86° 30' 37"E	91.74'
L15	N25° 53' 47"W	50.27'
L16	N55° 17' 13"E	21.30'



Lot 1 1.6275 acres
Lot 2 7.3981 acres
Annexation Boundary 9.0256 acres

LEGEND

- ANNEXATION BOUNDARY
- PROPERTY LINE
- EASEMENT LINE
- TOWN BOUNDARY
- FLOODPLAIN
- NORMAL, HIGH WATER LINE
- FENCE
- STREET ADDRESS

MONUMENT KEY

- FOUND #5 REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 28967
- FOUND 2-1/2" QLO BRASS CAP ON 1" PIPE
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED PLS 23089
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED PLS 19109
- SET #5 REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 23089
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED PLS 4551
- FOUND #5 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED PLS 28967 LEAVING

NOTES

- The bearings herein are based on bearing of N0°33'00"W between the town monument box at Fifth and Broadway and the town monument box at Second and Broadway, as shown hereon. Said bearings are related counter clockwise 0°24'47" from the platred bearings to conform to the town except where the platred bearing is called out for the northern boundary line.
- Date of survey: December 26, 2017
- The legal description and record easements are based on ALTA Title Commitment No. H05187915-10-ETOPK with and effective date of November 7, 2019.
- The 100 year floodplain is based on Johnson, Kunkel & Associates Eagle County Fairgrounds Floodplain Study dated October 2000.
- The town boundary is based on the MAP OF THE TOWN OF EAGLE showing the 1905 Annexation of the Town of Eagle and depicts the tract line as the Town boundary between the railroad and the approximate centerline of the river.
- The Contiguity Calculations are below:
Contiguous Boundary: 639.3 / 2,915.58 X 100 = 21.9%
1/6 Contiguity Required: 1/6 X 100 = 16.7%

SURVEYOR'S CERTIFICATE

I, James S. Kunkel, a professional land surveyor licensed under the laws of the State of Colorado, do hereby certify that this survey was made under my direct supervision and that the information herein is correct to the best of my knowledge and belief, and that, not less than one-sixth (1/6) of the perimeter of **POWELL PARK ANNEXATION**, to the Town of Eagle, Colorado, as shown hereon, is contiguous with the existing boundaries of the Town of Eagle, Colorado.

I further certify that the external boundaries of the property shown on this map have been monumented on the ground in accordance with Section 41.5.010(5) of the Eagle Municipal Code. On basis of my knowledge, information and belief, this survey was made under my direct supervision and that the information herein is correct to the best of my knowledge and belief, and that, not less than one-sixth (1/6) of the perimeter of **POWELL PARK ANNEXATION**, to the Town of Eagle, Colorado, as shown hereon, is contiguous with the existing boundaries of the Town of Eagle, Colorado.

EXECUTED this _____ day of _____, 2020.

James S. Kunkel, PE/PLS No. 23089
Colorado Licensed Professional Land Surveyor

TOWN COUNCIL CERTIFICATE

The Town Council of the Town of Eagle, Colorado, by Resolution Number _____, duly adopted on the _____ day of _____, 2020, has approved the annexation of the property hereinafter described, which complies with the requirements of Article 12, Title 31, C.R.S., as amended, and that said property is eligible for annexation to the Town of Eagle.

The Town Council of the Town of Eagle, Colorado, by Ordinance Number _____, duly adopted on the _____ day of _____, 2020, did annex the property hereon described to the Town of Eagle.

Mayor _____
Attest _____

Town Clerk _____

TITLE CERTIFICATE

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

EXECUTED this _____ day of _____, 2020

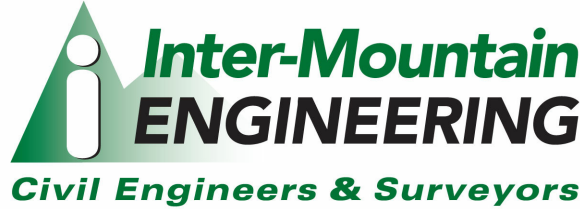
CLERK AND RECORDER'S CERTIFICATE

This Map was filed for record in the office of the Eagle County Clerk and Recorder at _____ o'clock _____ M on the _____ day of _____, 2020, and is duly recorded as Reception No. _____.

EAGLE COUNTY CLERK AND RECORDER

By: _____
Deputy

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event shall the statute of limitations be tolled for more than three years from the date of the certification shown hereon.



40801 US HWY 66/2, SUITE 203, BOX 978, AVON, CO 81620 PH: (970)949-5072
6551 S. REVERE PARKWAY, SUITE 106, CENTENNIAL, CO 80111 PH: (303)948-6220

CLIENT:

THE POWELL FAMILY TRUST

This document was prepared for the exclusive use of the Client specified herein. The use of this document or the information contained herein by any other person or entity is not authorized. If you are not the Client, you are notified that you are not to use this document or the information contained herein for any purpose other than the one for which it was prepared. Inter-Mountain Engineering, this document and any information contained herein is intended to be used within one year of the date hereof. Use after that period is not authorized.

ANNEXATION MAP

OF POWELL PARK ADDITION
TO THE TOWN OF EAGLE
COUNTY OF EAGLE, STATE OF COLORADO

DESIGNED BY:

DRAWN BY: SPF

CHECKED BY: JK

DATE ISSUED: 12-18-20

PROJECT NO: 19-0068

SHEET NO: 1 OF 1

Exhibit "D" to Petition for Annexation

STATEMENT OF WATER RIGHTS

Petitioners, William P. Powell and Nancy N. Powell, states that Petitioner owns the water rights described on the attached "Table of Powell Park Water Rights", and that a sufficient portion of such water rights may be dedicated to the Town at the time of annexation of Powell Park to satisfy the Town's water dedication requirements.

Land Owner William P. Powell
William P. Powell

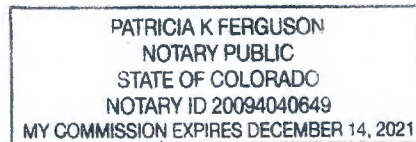
Date of Signature: 12/18/2020

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 18th day of December, 2020, by William P. Powell, as Land Owner.

My commission expires: 12/14/2021

Witness my hand and official seal
Patricia K Ferguson
Notary Public



Land Owner

Nancy N. Powell

Nancy N. Powell

Date of Signature: 12/18/2020

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 18th day of December, 2020, by Nancy N. Powell, as Land Owner.

My commission expires: 12/14/2020

Witness my hand and official seal

Patricia K. Ferguson
Notary Public

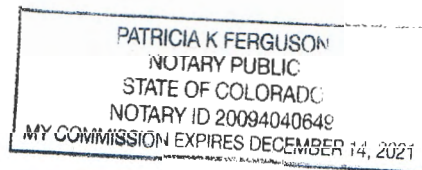


Exhibit D
List of Water Rights
Powell Park

Name of Structure	Amount CFS	Adjudication	Appropriation	Uses	Case No.
		Date	Date		
Rochford Well	0.026	6/27/1973	12/31/1968	Domestic, fire protection	W-1927
Rochford No. 1 Spring	0.022	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 2 Spring	0.38	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 3 Spring	0.44	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 4 Spring	3	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial	95CW104
				wildlife propagation, recreation	
Rochford No. 5 Spring	1	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial,	95CW104
				wildlife propagation, recreation	
Total CFS	4.868				
Rochford Pond	1.2 AF	6/27/1973	8/31/1968	water augmentation	W-209
Wolford Mountain Reservoir	2.5 AF			water augmentation	W17001
				40 year term until 6/30/2057	

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 14
(Series of 2021)**

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

WHEREAS, on December 18, 2020, William and Nancy Powell, owners of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in Exhibit A attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Town Council will hold a public hearing to consider the annexation and the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and the Colorado Constitution; and

WHEREAS the Town Council, at its regular meeting on January 26, 2021, reviewed the Petition and various documents submitted in support of the Petition.

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

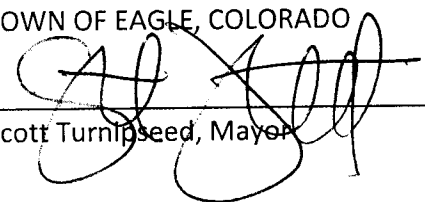
Section 1. The Petition is hereby accepted as substantially in compliance with the petition requirements set forth under the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, March 23, 2021, at 6:00 p.m., at the Eagle Town Hall, 200 Broadway, Eagle, Colorado, at which the Town Council will determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and Article II, § 30 of the Colorado Constitution.

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

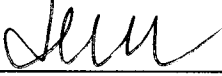
INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 26, 2021.

TOWN OF EAGLE, COLORADO



Scott Turnipseed, Mayor

ATTEST:



Jenny Rakow, Town Clerk



**EXHIBIT A
LEGAL DESCRIPTION**

Exhibit "A" to Petition for Annexation

Powell Park

Lots 1 and 2

Pursuant to a Final Plat of Eagle County, CO, Reception NO. 267605

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between WILLIAM P. POWELL and NANCY N. POWELL with a legal address of P.O. Box 1227, Eagle, Colorado 81631 ("Petitioners"), and the TOWN OF EAGLE, COLORADO, a Colorado municipality with a legal address of 200 Broadway, Eagle, Colorado 81631 (the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, Petitioners have filed a petition with the Town, pursuant to C.R.S. § 31-12-107(1), for annexation to the Town of the unincorporated lands more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Petitioners are the owner of 100% of the Property, excluding public rights-of-way;

WHEREAS, Petitioners desire to have the Property annexed into the Town to obtain from the Town such municipal services as the Town may now or in the future extend, including without limitation those described herein; and

WHEREAS, the Town has determined that it is in its best interest to annex the Property, to provide municipal services thereto, and to receive revenues from the Property upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the Parties hereto to be kept and performed by each of them, the Parties agree as follows:

1. 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.
2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by Petitioners upon annexation and development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements contained in the Eagle Municipal Code (the "Code") as currently in effect or as hereinafter amended, and any and all applicable state statutes.
3. Zoning. Petitioners hereby consent to the zoning of the Property as Residential Medium (RM). Petitioners are entering into this Agreement and are undertaking the obligations imposed upon Petitioners herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and an ordinance zoning the Property as provided in this Paragraph. Performance of Petitioners' obligations hereunder is expressly conditioned upon the Town's adoption of the ordinances described in this Paragraph. If the Town fails to adopt the ordinances described in this Paragraph, then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

4. Subdivision. No subdivision is proposed or required at the time of this Petitioners' application. Any application to subdivide the Property shall comply with any and all applicable provisions of the Code and any plans in place at the time that Petitioners submit their subdivision application. Prior to any development of the Property and upon an application to subdivide the property, Petitioners agree to execute a subdivision agreement, development agreement or development addressing the installation of and security for all required public improvements for the Property in accordance with § 4.13.240 of the Code, as amended.

5. Water Service and Water Rights.

a. Water service to the Property for treated water uses other than outdoor irrigation and water features shall be provided by the Town, provided that upon annexation, Petitioners connect to the Town's water utility in accordance with Chapter 12.16 of the Code, and that Petitioners make the required payment in lieu of dedication of water rights for such treated water service, as calculated in this paragraph. The payment in lieu of water rights dedication for the treated water service is \$7,000 per EQR. Petitioners shall pay the applicable plant investment fee and payment in lieu of water rights dedication fee calculated at the time that Petitioners apply for a building permit to develop the Property, or calculated 24 months from the Effective Date of the Annexation Agreement, whichever occurs first.

b. Pursuant to § 12.26.030 of the Code, Petitioners shall dedicate water rights associated with the Property and described in **Exhibit A**. The Town will lease back said water rights pursuant to a long-term leaseback agreement between the Petitioners and the Town. A copy of the leaseback agreement between Petitioners and the Town is attached hereto as **Exhibit B** and incorporated herein by this reference. The water rights will be used for outdoor irrigation of the Property and decreed outdoor uses on the Property, and will not be used for indoor uses. Petitioners shall abandon the Rochford Well as provided in **Exhibit B**.

6. Dedications.

a. Petitioners shall dedicate a public access easement between the Property and the portion of the County's Fairground lands that adjoins the Property consisting of approximately 1.5 acres and extending up to the high water mark of the Eagle River, as set forth in **Exhibit C**, attached hereto and incorporated herein by this reference (the "Public Access Easement"). The Public Access Easement shall be dedicated at the time of application for a building permit for the Property, application for a demolition permit for any existing structures on the Property, application for a final plat for the Property, or within 1 year of the Effective Date, whichever occurs first. If Petitioners file an application for a final plat, Petitioners shall include the Public Access Easement on the plat, and otherwise, Petitioners shall grant the Public Access Easement to the Town by separate agreement.

b. At the time of final plat, Petitioners shall dedicate to Eagle County an easement to allow Violet Lane to be 50 feet in width, in a location to be determined by Eagle County in consultation with Petitioners, considering the location of fencing, slope implications and any necessary utility relocation.

7. No Build Zone. Petitioners hereby agree that a portion the Property, consisting of the eastern portion of Lot 2, shall be restricted from commercial and residential development (the "No Build Zone"), as further set forth in **Exhibit C**. The No Build Zone shall be established at the time of application for a building permit for the Property, application for a demolition permit for any existing structures on the Property, application for a final plat for the Property, or within 1 year of the Effective Date, whichever occurs first. If Petitioners file an application for a final plat, Petitioners shall include the No Build Zone on the plat, and otherwise, Petitioners shall establish the No Build Zone by separate agreement with the Town.

8. Town Fees. Petitioners and the Town previously entered into a Reimbursement Agreement on June 11, 2020, attached hereto as **Exhibit D** and incorporated herein by this reference. Petitioners hereby agree to fully comply with the terms of the Reimbursement Agreement and make any and all payments required therein. Upon development of the Property, Petitioners shall make any and all required payment of fees to the Town, including public safety impact fees and street impact fees.

9. Waiver of Prior Vested Rights. Petitioners waive any prior vested property rights acquired in Eagle County so long as the Property remains annexed into the Town.

10. Recordation. This Agreement shall be recorded with the Clerk and Recorder of Eagle County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the Parties.

11. Cure of Legal Defects. In the event the annexation or zoning of the Property or any portion of this Agreement is declared void or unenforceable by final court action, the Town and Petitioners shall cooperate to cure any legal defects cited by the court, and immediately upon such cure, the Town shall recommence proceedings to annex the Property, subject to the terms of this Agreement.

12. Remedies. The sole and exclusive remedy of Petitioners against the Town for any breach of this Agreement shall be limited to filing a petition for disconnection with the Town. The Town's remedies under this Agreement include without limitation:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

13. Authority of the Town. Nothing in this Agreement shall constitute a waiver or abrogation of the Town's legislative, governmental or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.

14. Miscellaneous.

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

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. Severability. If any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid, and the Parties shall cooperate to cure any such defect.

f. Governing Law and Venue. Colorado law shall govern the validity, performance and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Eagle County, Colorado.

g. Modification. This Agreement may be modified only by written agreement between Petitioners and the Town.

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

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

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

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

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

WILLIAM P. POWELL

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____, 2021, by William P. Powell.

My commission expires: _____

(S E A L)

Notary Public

NANCY N. POWELL

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____, 2021, by Nancy N. Powell.

My commission expires: _____

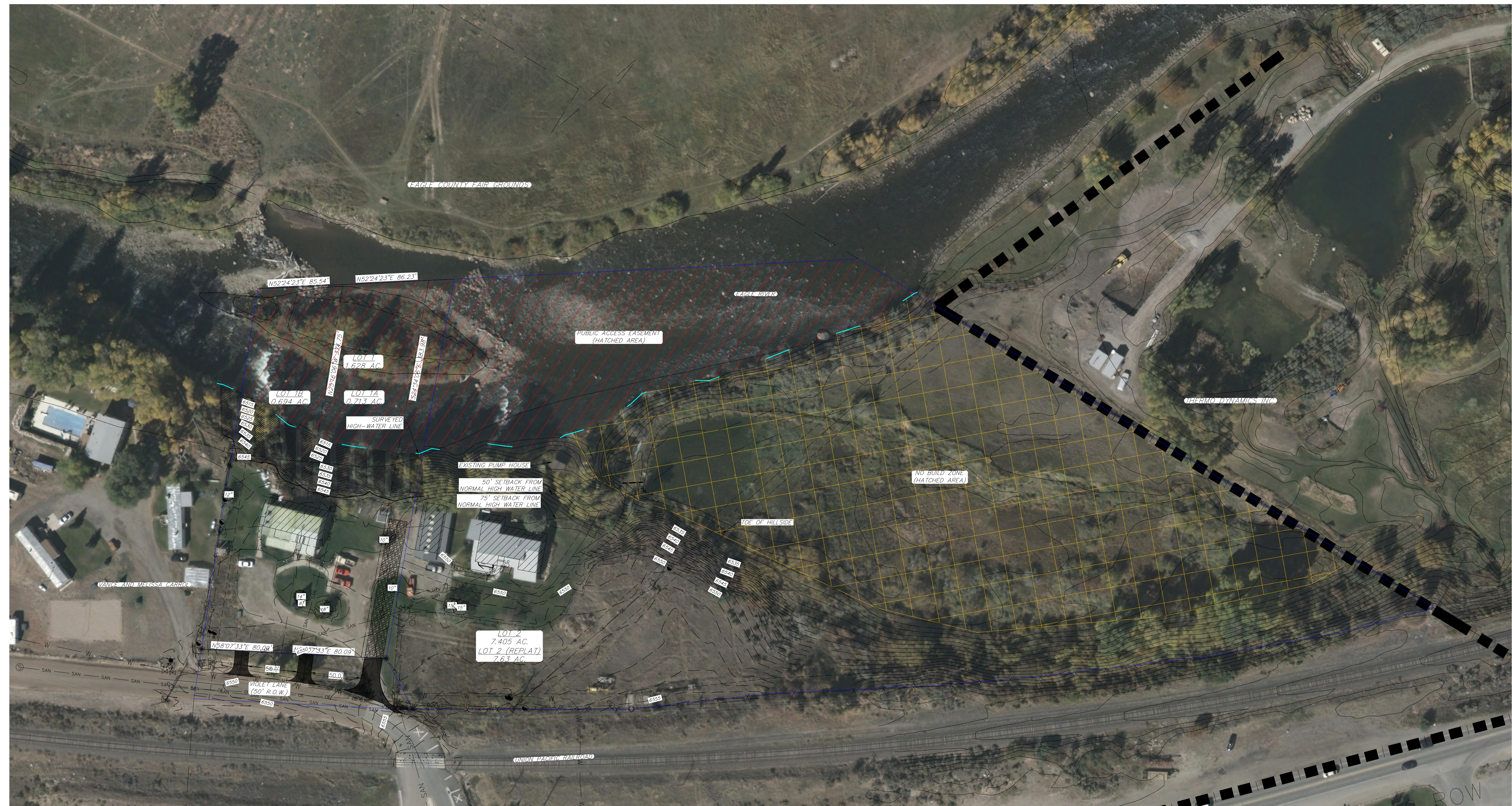
(S E A L)

Notary Public

Exhibit A

List of Water Rights Powell Park

Name of Structure	Amount CFS	Adjudication Date	Appropriation Date	Uses	Case No.
Rochford Well	0.026	6/27/1973	12/31/1968	Domestic, fire protection	W-1927
Rochford No. 1 Spring	0.022	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 2 Spring	0.38	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 3 Spring	0.44	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 4 Spring	3	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial	95CW104
				wildlife propagation, recreation	
Rochford No. 5 Spring	1	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial,	95CW104
				wildlife propagation, recreation	
Total CFS	4.868				
Rochford Pond	1.2 AF	6/27/1973	8/31/1968	water augmentation	W-209
Wolford Mountain Reservoir	2.5 AF			water augmentation	W17001
				40 year term until 6/30/2057	



POWELL PARK SITE PLAN

LOTS 1 AND 2, POWELL PARK

NOTES

1. Elevations are based on the site benchmark shown herein.
2. Existing zoning is PUD
3. Proposed zoning will be Residential Medium Density, with maximum Lot coverage and maximum building height per the municipal code.
4. The minimum setback from the top of bank, approximate elevation=6546', shall be 10.0'.

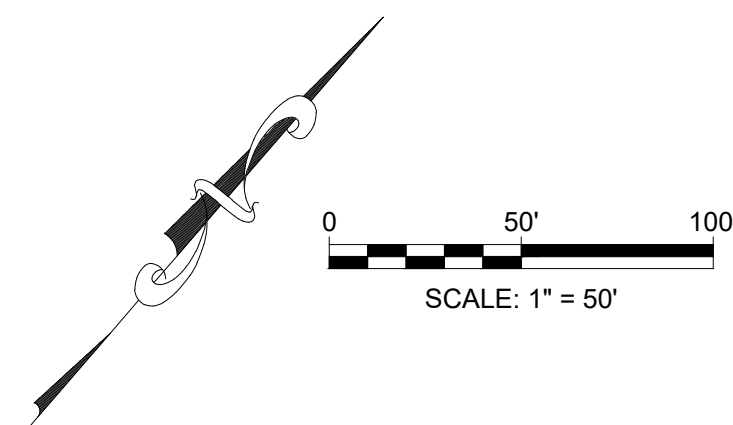


EXHIBIT C

LOIS 1 AND 2
POWELL PARK

TOWN OF EAGLE, EAGLE COUNTY, COLORADO

THE POWELL FAMILY TRUST

This document was prepared for the exclusive use of the Client specified herein. The use of this document or the information contained herein by any other person or entity is not authorized. In the event that any other person or entity desires to use this document or the information contained herein for any purpose they must first obtain written authorization from Inter-Mountain Engineering. This document and any information contained herein is intended to remain confidential and may be subject to legal proceedings. If not intended within one year of the date hereof. Use after that period is not authorized.

Inter-Mountain
ENGINEERING

Civil Engineers & Surveyors

P.O. BOX 978, AVON, CO 81620 PH: (970) 949-5072 FAX: (970) 949-9339
1901 S. BROOK HILL LANE, LONGTREE, CO 80124 EMAIL: INFO@INTERMOUNTAINENGINEERING.COM

[illegible]

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into on this 10th day of June, 2020 (the "Effective Date") by and between the Town of Eagle, a Colorado municipality with an address of 200 Broadway, Eagle, CO 81631 (the "Town"), and William Powell and Nancy Powell, individuals with an address of P.O. Box 1227, Eagle, CO 81631 (the "Powells") (each a "Party" and collectively the "Parties").

WHEREAS, the Powells are the owners of real property in unincorporated Eagle County more particularly described on **Exhibit A**, attached hereto and incorporated by this reference (the "Property");

WHEREAS, the Powells plan to submit to the Town an application to annex the Property into the Town (the "Application");

WHEREAS, the Parties acknowledge that the land use filing fees provided pursuant to, without limitation, Section 4.03.080(A) of the Eagle Municipal Code (the "Code"), do not adequately cover the Town's expenses incurred during the annexation application process and that the Town will continue to incur expenses until final completion of the Application; and

WHEREAS, the Powells wish to reimburse the Town for its additional expenses incurred processing the Application pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and sufficient consideration, the Parties agree as follows:

1. **Application Process.** The Application will be processed by the Town pursuant to the applicable provisions of the Code, and other applicable law.

2. **Reimbursement.** The Powells hereby agree to reimburse the Town for any and all additional expenses and fees incurred by the Town in reviewing and processing the Application as follows:

a. **Deposit.** The Parties hereby acknowledge and agree that review of the Application may require the Town to incur certain necessary costs, defined as "Pass Through Fees" in Section 4.03.080(B) of the Code, including without limitation costs for third-party consultants engaged by the Town, the Town Attorney, the Town's water counsel and engineer, and staff time for planning, engineering, and public works. Upon execution of this Agreement, the Powells agree to deposit the sum of \$3,350.00, as a deposit (the "Deposit") for Pass Through Fees related to reviewing and processing the Application.

b. **Costs Exceeding Deposit.** If the Town incurs any costs exceeding the Deposit, the Powells shall pay such additional costs or make a subsequent deposit after a meeting between the Powells and the Town to review anticipated costs.

c. Payment in Full.

i. All invoiced Pass Through Fees shall be paid in full to the Town within 10 days of the date of the invoice. Failure by the Powells to pay any invoice within the specified time shall be cause for the Town to refrain from approving the Application until the Pass Through Fees are paid in full.

ii. If the Pass Through Fees are not paid when due, the past due amounts shall be a lien on the Property, and the Town Treasurer may certify the amount of the same to the County Treasurer to be placed on the tax list for the current year and to be collected in the same manner as other taxes are collected.

d. Remaining Deposit. After the signing of any ordinance approving the Application, any remaining Deposit shall be returned to the Powells within 30 days.

4. 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 and any attached exhibits constitute the entire Agreement between the Powells and the Town, superseding all prior oral or written communications.

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

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

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

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

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

i. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

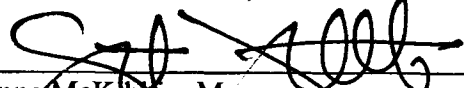
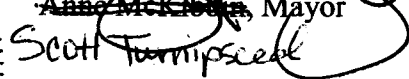
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATTEST:


Jenny Rakow, Town Clerk

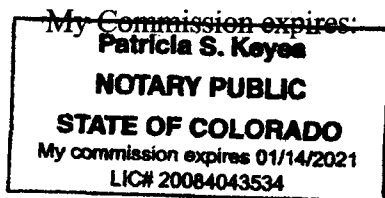


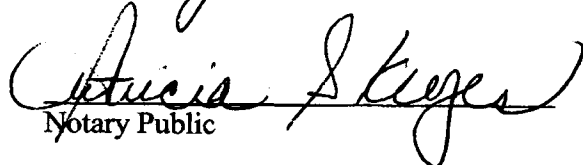
TOWN OF EAGLE, COLORADO


Anna McKibben, Mayor

Scott Turnipses

STATE OF COLORADO)
COUNTY OF Eagle) ss.

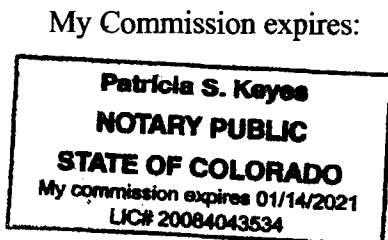
Subscribed and sworn to before me this 11th day of June, 2020, by William Powell.

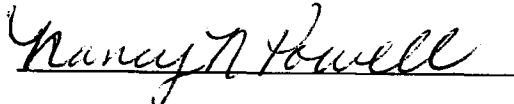



Notary Public

STATE OF COLORADO)
COUNTY OF Eagle) ss.

Subscribed and sworn to before me this 11th day of June, 2020, by Nancy Powell.



NANCY POWELL


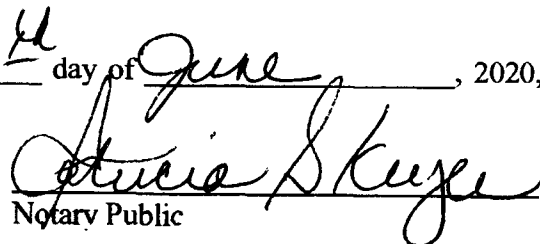

Notary Public

EXHIBIT A
Legal Description of Property

Lots 1 and 2, Powell Park, according to the plat recorded October 20, 1983 in Book 371 at Page 287, County of Eagle, State of Colorado.

TOWN OF EAGLE

RAW WATER AGREEMENT

This Raw Water Agreement is entered into this _____ day of _____, 2021 (“Commencement Date”), by and between the TOWN OF EAGLE (“Town”), with its principal address at _____ and the Powell Family Trust Dated July 5, 2019, whose address is _____ (“Developer”).

Recitals

A. The Town currently owns, operates and maintains in accordance with the laws of the State of Colorado and its Municipal Code (“Code”) and ordinances, rules, regulations and policies, the Town of Eagle water system, which includes, among other things, water rights and supplies, decrees, infrastructure and related facilities to allow it to provide water service to its customers.

B. Developer owns property described as Powell Park Lots 1 and 2, Pursuant to a Final Plat of Eagle County, Colorado (Reception No. 267605) (“Subject Property”) and has petitioned to annex the Subject Property to the Town.

C. Developer owns certain water rights that are decreed for use on the Subject Property and that have historically been used on the Subject Property for their decreed purposes (“Developer Water Rights”). The Developer Water Rights are identified and described on **Exhibit A**.

D. Developer wishes to convey the Developer Water Rights to the Town, and, subject to the terms of this Agreement, to lease the Developer Water Rights from the Town their decreed uses on the Subject Property, in accordance with the water court decrees for the Developer Water Rights and as provided in this Agreement.

E. This Agreement is entered into in conformity with and subject to the laws of the State of Colorado and the Code, ordinances, rules and regulations and policies of the Town.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Conveyance of Water Rights. Developer agrees that upon the Town’s final approval of its petition for annexation of the Subject Property, it will convey the Developer Water Rights (other than the Rochford Well) to the Town by special warranty deed, free and clear of encumbrances, in return for the benefits of this Agreement, and for no additional monetary consideration.
2. Abandonment of Rochford Well. Developer will abandon the Rochford Well, decreed in Case No. W-1927, Water Division No. 5, in accordance with the requirements of the Colorado State Engineer for abandonment of wells. Developer will submit evidence of such abandonment to the Town within _____ months of approval of the annexation of the Subject Property, and will also cancel and abandon any applicable well permits and the decreed water right for the Rochford Well.
3. Provision of Raw Water. The Town will be the sole provider of raw water to the Subject Property. No additional supplies will be developed, purchased, appropriated for or used

on the Subject Property without the prior written agreement of the Town and Developer, and amendment of this Raw Water Agreement. When the Developer Water Rights have been conveyed to the Town, the Town by and through this Agreement leases the Developer Water Rights to Developer for outdoor uses in accordance with this Agreement, *provided*, however, that the Town shall not be required to provide water hereunder at such times as, and to the extent that, water cannot be legally and physically provided pursuant to the Developer Water Rights, or at such times and to the extent the Town has imposed restrictions on outdoor water use in accordance with its water conservation use policies and regulations as now in force or hereafter amended, revised or replaced.

The Developer will beneficially use the Developer Water Rights in accordance with their respective decrees, and at its own cost will operate, maintain, repair and replace the water system pumps and other infrastructure as required in order to deliver the Developer Water Rights for beneficial use, without waste, in accordance with their decrees. Developer will take reasonable steps to assure that the Developer Water Rights are not subject to abandonment as a result of nonuse. The Town will not have any liability to Developer for any restrictions, curtailment orders, or requirements for compliance issued by state water administration officials, or with respect to any abandonment claims by state water administration officials or others. The Town has no obligation to challenge any abandonment listing or abandonment claims, but will reasonably cooperate with Developer if any of the Developer Water Rights are listed on an abandonment list, or otherwise claimed to have been abandoned, and the Developer elects to challenge such listing or claims at its own cost.

4. No Additional Payment. Developer shall not be required to pay an annual charge for the delivery of raw water from the Developer Water Rights. Developer shall be solely responsible for the payment of all costs associated with a contract to provide augmentation water to augment out of priority depletions associated with the Developer Water Rights, if any, and such contract shall not be assigned to the Town.
5. Term. This Agreement shall continue until terminated as provided in paragraph 14.
6. Water Use by Developer. The raw water provided to the Subject Property under this Agreement shall be used only for outdoor irrigation and other decreed uses (other than in-building) on the Subject Property in accordance with the following conditions.
 - 6.1 All use shall be in accordance with the applicable decree or decrees for the Developer Water Rights.
 - 6.2 Notwithstanding anything to the contrary in any of the decrees for the Developer Water Rights, none of the Developer Water Rights will be used for any indoor or in-building uses, all of which uses will be made only with treated water provided by the Town.
 - 6.3 The Developer Water Rights may not be cross-connected to the Town treated water system, and water from the Developer Water Rights may not be allowed to backflow into the Town treated water system. Developer shall comply with paragraph 12 regarding cross-connection and backflow prevention.
 - 6.4 All use of the Developer Water Rights is subject to all applicable Code provisions, ordinances, rules, regulations and policies now in force or hereafter enacted or

adopted, including water restrictions and curtailment requirements, and Developer will comply with all such Code provisions, ordinances, rules, regulations and policies.

- 6.5 All use of the Developer Water Rights is subject to all requirements of state water administration officials, including accounting, measuring and reporting requirements. At its cost, Developer will install and maintain a continuous flow meter on its irrigation pump, and any other measuring devices required by state water administration officials, and Developer will properly maintain all records of use required by state water administration officials. Developer will provide to the Town all information regarding measurement and use of the water rights that is required to be maintained or reported by the Town within 30 days of request by the Town. Developer will comply with all requirements of state water administration officials and will indemnify the Town and hold it harmless from all costs or claims resulting from state administrative enforcement requirements or proceedings.
- 6.6 Use of the Developer Water Rights will be reduced or curtailed in accordance with the Town's water conservation policies and regulations and other policies and regulations concerning diversion of water under water rights owned or controlled by the Town, and Developer will be liable for any penalties that may be assessed for violations of such policies and regulations. Should the Town require curtailment or reduction of use of the Developer Water Rights for any reason, Developer will limit or curtail use of the Developer Water Rights until the Town notifies Developer that use of the Developer Water Rights may be resumed.
7. Structures and Facilities. The Developer is and shall remain the owner of all infrastructure necessary to divert, store, deliver and use water from the Developer Water Rights on the Subject Property, and shall be solely responsible at all times for all construction, installation, cleaning, operation, maintenance, repair and replacement of all ditches, laterals, pipelines, infrastructure and equipment required for or in connection with use of the Developer Water Rights on the Subject Property, including but not limited to diversion structures, measuring flumes and meters, pumps, sprinkler systems, and other water system infrastructure.
8. No Right to Reuse or Successively Use Water. Developer shall have no right to reuse or make a succession of uses of the water leased pursuant to this Agreement, unless provided for in the decrees. Developer agrees that it does not, by this Agreement, acquire any interest in any water rights owned or controlled by the Town, and that any claims it may have with respect to the delivery of water hereunder are strictly contractual rights as provided in this Agreement.
- The Town specifically reserves the right to reuse, to the extent permitted by law, the water which is provided for use on the Subject Property pursuant to this Agreement. The Town may apply to the water court for permission to store, reuse or successively use, or otherwise change any of its water rights, including the Developer Water Rights, so long as the Town remains able to comply with this Agreement. Developer shall not oppose any such water application.
9. No Liability for Suspension of Water Delivery. The Town shall not be liable for failure to deliver water for any reason, including of failure of infrastructure (all of which is owned and controlled by Developer), or implementation of any water restrictions as provided in paragraph 3.

10. Indemnification. As partial consideration for this Agreement, Developer will indemnify the Town and hold it, its officials, agents and employees, harmless from any and all losses, injuries or claims of any kind whatsoever, including all costs of defense and expert witness and attorney fees, that may arise from Developer's use of the Developer Water Rights, or Developer's construction, installation, operation, maintenance, repair, rehabilitation or replacement of structures or facilities belonging to or controlled by Developer or its agents, employees, or contractors, on or off of the Subject Property, or any condition that may arise as a result of flooding or other condition or emergency, and including but not limited to any such claims resulting from water flowing onto, seeping into or otherwise damaging or injuring any person or property for any reason. At no time shall anything contained within this Agreement be considered or interpreted to waive or diminish, in whole or in part, the rights or limitations bestowed upon the Town by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended, or any other law, nor shall the indemnification obligation hereunder cover claims or losses or damages for which the Town would not be liable, should this indemnification provision not have been in existence.
11. Water Quality. Developer acknowledges that the raw water provided pursuant to this Agreement is untreated water, and that the Town makes no guarantees or representations concerning the quality of the water provided, or its fitness for the purposes for which it is used, or for any particular purpose.
12. Cross-Connection Prevention. Developer will not allow any cross-connection with or backflow into the Town's treated water system from the Developer Water Rights. Developer will install, at its cost, all required devices to prevent backflow or cross-connection. Developer will comply with all Code provisions regarding cross-connection prevention, as such provisions may be amended, replaced or revised in the future, and all Town policies, requirements and regulations regarding cross-connection and backflow prevention. The Town shall have the right to make inspections and reasonable requests for assurance that no cross-connection or backflow exists, and such assurances shall be provided at Developer's cost.
13. Obligations Consistent with Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with the state and federal law, and the Code. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or the Code, or is declared invalid, the parties shall either terminate this Agreement or in good faith negotiate to modify the Agreement so as to make it consistent with the state or federal law or the Code, as the case may be.
14. Term and Termination of Raw Water Agreement. This Agreement shall be for an initial term of twenty (20) years ("Initial Term"), beginning on the Commencement Date. This Agreement may be renewed for successive terms of five (5) years by mutual agreement by all parties, in a signed writing, executed and recorded no later than 180 days before the end of the Initial Term or any subsequent applicable five (5) year term. In the event the Town believes that Developer (or its successors and assigns) is not using the Developer Water Rights as required under this Agreement, the Town shall give notice thereof in writing, stating the grounds for the alleged default, and providing the Developer with a reasonable period (which shall not be less than 30 days) in which to cure the alleged default. The Town may terminate this Agreement in the event that Developer (or its successors and assigns) have defaulted and failed to cure in a timely manner. This Agreement may also be terminated at any other time by mutual written agreement of the parties. Upon termination for any reason, Developer shall, at

Developer's expense, take all actions necessary to ensure that the Developer Water Rights and the raw water system cannot continue to be utilized on the Subject Property.

15. No Outdoor Use of Treated Water. Developer may not use Town treated water for outdoor irrigation, ponds or water features without the Town's prior written consent. If Developer no longer wishes to utilize the Developer Water Rights on the Subject Property and terminates this Agreement, Developer may request additional treated water for outdoor irrigation uses. The Town, in its sole discretion, may (but need not) elect to provide treated water for outdoor irrigation uses consistent with its then-applicable ordinances, policies, rules and regulations, and upon Developer's payment of any then-applicable tap fee or other fees required for such additional outdoor uses.
16. Formation of Association. Prior to any further subdivision of the Subject Property, or transfer of any interest therein such that Developer will no longer be the sole owner of the Subject Property, Developer shall form an Association for the purpose of managing the use of the Developer Water Rights on the Subject Property in conformance with this Agreement. At that time, Developer shall record covenants in the public records that bind each owner of a portion of the Subject Property to the requirements contained herein. The rights and obligations under this Agreement shall, at such time, be assigned to the Association which shall be responsible to the Town for performance under this Agreement. Developer shall provide the Town with a copy of the proposed covenants and documents creating the Association prior to finalizing and the Town will review and provide its comments within thirty (30) days. Developer will also provide the Town with a copy of the recorded covenants and final organizational documents for the Association, demonstrating that the Association is a valid existing entity under the laws of Colorado.
17. Annual Report. Developer shall provide to the Town an annual report detailing its use of the Developer Water Rights on or before the 10th day of November of each year. The annual report will include the following information: (a) a summary of water delivered to the pond and pumped from the pond for irrigation use as reported by the flow meter on a month by month basis, and (b) a description of maintenance activities undertaken on the facilities required to divert and use the Developer Water Rights. In addition to the annual report, Developer will timely provide such other information regarding its diversion and use of the Developer Water Rights as may be requested by the Town in order to enable the Town to timely and properly meet its accounting and reporting requirements to state water administration officials.
18. Default. Subject to the right of cure described in paragraph 14, if either party defaults in its obligations hereunder, the other party shall have available to it all remedies at law or equity, including the remedy of specific performance.
19. No Waiver of Rights or Remedies. Failure of a party hereto to exercise any right or remedy hereunder shall not be deemed a waiver of any such right or remedy and shall not affect the right of such party to exercise at some future time said right or remedy or any other right or remedy it may have hereunder.
20. Notice. All notices required to be given hereunder shall be in writing, and shall be deemed given three business days following deposit in the United States mail, certified mail, return receipt requested, postage prepaid, properly addressed to the party to whom directed at its address shown below or at such other address as may be given by notice pursuant to this paragraph:

Town of Eagle

cc: Town Attorney

Developer:

Powell Family Trust Dated July 5, 2019
c/o William Powell
P.O. Box 1227
Eagle, CO 81631

21. Force Majeure. No party shall be held liable for failure to perform hereunder due to wars, strikes, acts of God, natural disasters, pandemic, drought or other occurrences outside the control of such party.
22. Binding Agreement, Covenants and Recording. This Agreement is binding upon the parties hereto, their successors and assigns. This Agreement shall be recorded, and the rights and obligations contained in this Agreement shall be covenants that run with the land of the Subject Property, and shall be jointly and severally binding upon and inure to the benefit of any and all owners of the Subject Property, or any portion thereof or interest therein.
23. Authority of Signatories. By signing this Agreement, the parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each party have been duly authorized to do so.
24. Interpretation of Agreement. Neither the titles to this Agreement and its paragraphs, nor the recitals appearing prior to paragraph 1 of this Agreement shall be used to alter the meaning of this Agreement, and in the event of a conflict, the terms and conditions of the numbered paragraphs shall govern.
25. Litigation. In the event either party is required to take legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, including expert witness fees. The parties agree that the forum for any such litigation shall be the Eagle County District Court or County Court.
26. Counterparts. This Agreement may be signed using counterpart signature pages, with the same force and effect as if all parties signed on the same signature page.

IN WITNESS WHEREOF, the parties hereto set their hands on the date and year above first written.

Attest:

TOWN OF EAGLE

By: _____

DEVELOPER:
POWELL FAMILY TRUST DATED JULY 5, 2019

STATE OF COLORADO)
)
COUNTY OF EAGLE)

SUBSCRIBED AND SWORN to before me this _____ day of
_____, 20__, by William Powell as Trustee for the
Powell Family Trust Dated July 5, 2019

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

Exhibit A

**List of Water Rights
Powell Park**

Name of Structure	Amount CFS	Adjudication Date	Appropriation Date	Uses	Case No.
Rochford Well	0.026	6/27/1973	12/31/1968	Domestic, fire protection	W-1927
Rochford No. 1 Spring	0.022	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 2 Spring	0.38	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 3 Spring	0.44	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 4 Spring	3	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial	95CW104
				wildlife propagation, recreation	
Rochford No. 5 Spring	1	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial,	95CW104
				wildlife propagation, recreation	
Total CFS	4.868				
Rochford Pond	1.2 AF	6/27/1973	8/31/1968	water augmentation	W-209
Wolford Mountain Reservoir	2.5 AF			water augmentation	W17001
				40 year term until 6/30/2057	

FILED
IN WATER COURT
Division No. 1
JUN 10 1976
STATE OF COLORADO
Charles Dukovich
Notary Public
1 Spring.

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF ELMER G.)
& PAULINE C. RICHFORD)
IN THE EAGLE RIVER)
OR ITS TRIBUTARIES.)
TRIBUTARY INVOLVED -)
IN EAGLE COUNTY)

ABSOLUTE WATER RIGHT

This application was referred to the Water Referee of
Water Division No. 5 on the 2nd day of July 1973.

1. Name of Applicant Elmer C. Rochford and Pauline C. Rochford
Address Box 236; Eagle, Colorado
2. The name of the structure is Rochford No. 1 Spring.
3. The legal description of the structure is: The spring is located in Tract 47, Section 5, T. 5 S., R. 34 W. of the 6th P.M. at a point whence Angle Point No. 4 of said Tract 47 bears S. 10°38'10" W. 971.16 feet.
4. Means of diversion : The water is diverted into a ditch.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.022 cubic foot per second of time.
7. The use of the water is livestock water, domestic, fire protection, irrigation and fish propagation.
8. The Priority date is December 31, 1968.
9. The date of the application was June 27, 1973.

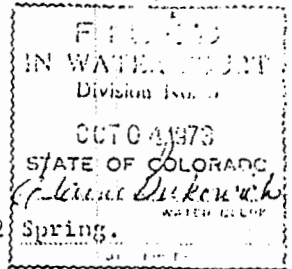
It is the ruling of the Referee that the statements in the application are true and that the above described water right is approved and granted the indicated priority; subject, however, to all earlier priorities of others.

It is accordingly ordered that this ruling shall become effective upon filing with the Water Clerk, subject to Judicial review as provided by law.

Done at the City of Glenwood Springs, Colorado, this 5th
day of OCTOBER, 1973.

James Cole
Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO
APPLICATION NO. WL 1926



Rochford No. 2 Spring.

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF ELMER G.)
ROCHFORD AND PAULINE C. ROCHFORD)
IN THE EAGLE RIVER)
OR ITS TRIBUTARIES.)
TRIBUTARY INVOLVED -)
IN EAGLE COUNTY)
RULING OF THE REFEREE
ABSOLUTE WATER RIGHT

And the Referee having made the investigations required
by Article 21 of Chapter 148, C.R.S. 1963, as amended does
hereby make the following ruling, to wit:

This application was referred to the Water Referee of
Water Division No. 5 on the 2nd day of July 1973.

1. Name of Applicant Elmer G. Rochford and Pauline C. Rochford
Address P.O. Box 236; Eagle, Colorado
2. The name of the structure is Rochford No. 2 Spring.
3. The legal description of the structure is: The spring is
located in Tract 47, Section 5, T. 5 S., R. 84 W. of the 6th
P.M. at a point whence Angle Point No. 4 of said Tract 47
bears: S, 22°04' W. 1225.89 feet.
4. Means of diversion: The water is diverted into a ditch.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.38 cubic foot per second
of time.
7. The use of the water is livestock water, domestic, fire
protection, irrigation and fish propagation.
8. The Priority date is December 31, 1968.
9. The date of the application was June 27, 1973.

It is the ruling of the Referee that the statements in
the application are true and that the above described water
right is approved and granted the indicated priority; subject,
however, to all earlier priorities of others.

It is accordingly ordered that this ruling shall become
effective upon filing with the Water Clerk, subject to Judicial
review as provided by law.

Done at the City of Glenwood Springs, Colorado, this 5th
day of OCTOBER, 1973.

G. L. Dicken
Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO
APPLICATION NO. W- 1926

FILED IN WATER DIVISION Division No. 5 OCT 29 1973 STATE OF COLORADO <i>John H. Kerk</i>

Rochford No. 3 Spring.

IN THE MATTER OF THE APPLICATION) FOR WATER RIGHTS OF Elmer G.) Rochford & Pauline C. Rochford) IN THE Eagle RIVER) OR ITS TRIBUTARIES.) TRIBUTARY INVOLVED -) IN Eagle COUNTY)	RULING OF THE REFEREE ABSOLUTE WATER RIGHT
--	---

And the Referee having made the investigations required by Article 21 of Chapter 148, C.R.S. 1963, as amended does hereby make the following ruling, to wit:

This application was referred to the Water Referee of Water Division No. 5 on the 2nd day of July 1973.

1. Name of Applicant Elmer G. Rochford and Pauline C. Rochford
Address P.O. Box 236; Eagle, Colorado
2. The name of the structure is Rochford No. 3 Spring.
3. The legal description of the structure is: The spring is located in Tract 47, Section 5, T. 5 S., R. 84 W. of the 6th P.M. at a point whence Angle Point No. 4 of said Tract 47 bears S. 24°23'20" W. 1401.32 feet.
4. Means of diversion: The water is diverted into a ditch.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.44 cubic foot per second of time.
7. The use of the water is livestock water, domestic, fire protection, irrigation and fish propagation.
8. The Priority date is December 31, 1968.
9. The date of the application was June 27, 1973.

It is the ruling of the Referee that the statements in the application are true and that the above described water right is approved and granted the indicated priority; subject, however, to all earlier priorities of others.

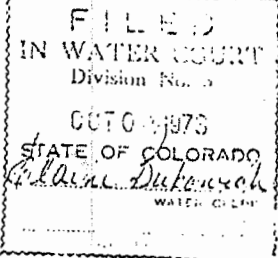
It is accordingly ordered that this ruling shall become effective upon filing with the Water Clerk, subject to Judicial review as provided by law.

Done at the City of Glenwood Springs, Colorado, this 5th day of OCTOBER, 1973.

John H. Kerk
Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO

CASE NO. W- 1927



IN THE MATTER OF THE)
APPLICATION FOR)
WATER RIGHTS OF ELMER G.)
ROCHFORD & PAULINE C. ROCHFORD)
IN THE EAGLE)
RIVER OR ITS TRIBUTARIES)
TRIBUTARY INVOLVED:)
IN EAGLE COUNTY)

RULING OF THE REFEREE

ABSOLUTE DECREE FOR
UNDER GROUND WATER RIGHTS

And the Referee having made the investigations required
by Article 21 of Chapter 148, C.R.S. 1963, as amended does hereby
make the following ruling, to wit:

This application was referred to the Water Referee of
Water Division No. 5 on the 2nd day of July, 1973.

1. Name of Applicant Elmer G. Rochford and Pauline C. Rochford
Address P.O. Box 236; Eagle, Colorado
2. The name of the structure is Rochford Well.
3. The Legal description of the structure is: The well is located
in Tract 47, Section 5, T. 5 S., R. 84 W. of the 6th P.M.
at a point whence Angle Point No. 4 of said Tract 47 bears:
S. 09°45'30" E. 933.07 feet.
4. The depth of the well is 12 feet.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.0264 cubic foot per
second of time.
7. The use of the water is domestic and fire protection.
8. The State Engineer's number is none.
9. The Priority date is December 31, 1968.
10. The date of the application was June 27, 1973.

It is the ruling of the Referee that the statements in the
application are true and that the above described water right is
approved and granted the indicated priority; subject, however, to
all earlier priority rights of others.

It is accordingly ordered that this ruling shall become
effective upon filing with the Water Clerk, subject to Judicial review
as provided by law.

5th day of OCTOBER, 1973. Done at the City of Glenwood Springs, Colorado this

James P. Cole
Water Referee
Water Division No. 5
State of Colorado

CENTRAL FILES

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO

Case No. 95CW104

RECEIVED

OCT 22 1996

WATER RESOURCES
STATE ENGINEER
COLO.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

WILLIAM POWELL, in Eagle County, Colorado

The above-entitled Application was filed on May 31, 1995, and an Amended Application was filed on June 19, 1995, and was referred to the Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as The Water Right Determination and Administration Act of 1969.

The Referee having made such investigations as are necessary to determine whether or not the statements in the Application are true and having become fully advised with respect to the subject matter of the Application did enter a Findings of Fact, Conclusions of Law and Ruling of the Referee in this matter. The State and Division Engineers filed a protest to the Ruling of the Referee. This matter is currently pending before the Water Court.

FINDINGS OF FACT

1. The name and address of the Applicant is:

William Powell
P.O. Box 1227
Eagle, CO 81631

c/o Sherry A. Caloia, Esq.
Caloia & Houpt, P.C.
1204 Grand Ave.
Glenwood Springs, CO 81601
(970) 945-6067

2. Timely and adequate notice of the filing of this Application was given as required by law.
3. A Statement of Opposition was filed by John Hardesty. The time for filing Statements of Opposition has expired. The Referee entered his Findings of Fact, Conclusions of

**Case No. 95CW104
Judgment and Decree**

Law and Ruling of the Referee on April 19, 1996. A Protest to the Ruling of the Referee was filed by the State Engineer and Division Engineer on May 13, 1996. The State and Division Engineers subsequently filed a Motion to Withdraw Protest to the Ruling of the Referee and the Applicant filed a Motion for Summary Judgment to have this Court enter a Judgment and Decree.

- 4. The Applicant has requested approval of an Application for Water Rights, as follows:**

ROCHFORD SPRING NO. 4

- A. Name of Structure: Rochford Spring No. 4.**
- B. Legal description: The Rochford Spring No. 4 consists of a series of springs and seeps emanating from a steep hillslope located within the Northeast 1/4, Northwest 1/4, Section 5, Township 5 South, Range 84 West, 6th P.M., more specifically described as a spring reach located at a point South 70°00' West a distance of 3,400 feet from the Northeast corner of said Section 5, from which point said springs and seeps flow by gravity in a southwesterly direction, as more fully shown on Exhibit A (a/k/a Figure 2) attached hereto and incorporated herein by this reference. (Note: Rochford Spring No. 4 is located on the property boundary between Hardesty and Powell).**
- C. Source: Seeps and springs tributary to the Eagle River, tributary to the Colorado River.**
- D. 1. Date of initiation of appropriation:**
- (1) Absolute portion: June 1950 for storage, irrigation, aesthetic, piscatorial, wildlife propagation and recreational purposes.**
- (2) Conditional portion: 1983 for augmentation, exchange, replacement and additional irrigation purposes.**
- 2. Date water applied to beneficial use:**
- (1) Absolute portion: June 1950.**
- (2) Conditional portion: N/A.**
- 3. How appropriation was initiated:**

Case No. 95CW104
Judgment and Decree

- (1) Absolute portion: By diverting water into and filling the Rochford Pond and use of water for storage, irrigation, aesthetic, piscatorial, wildlife propagation and recreational purposes.
- (2) Conditional portion: By field visit, discussions with attorney and engineer, and formation of intent to use for augmentation, exchange, replacement and additional irrigation purposes.

E. Amount claimed:

1. 3.0 c.f.s., absolute, for storage, irrigation, aesthetic, piscatorial, wildlife propagation and recreational purposes.
2. 3.0 c.f.s., conditional, for augmentation, exchange, replacement and additional irrigation purposes.

Total 3.0 c.f.s.

F. Use: Irrigation of 5.5 acres. Acreage owned by William Powell located as follows: 9.27 acres located in the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 5 South, Range 84 West of the 6th P.M.

Other Uses: Storage, irrigation, aesthetic, piscatorial, wildlife propagation, recreational, augmentation, exchange and replacement purposes.

G. In Case No. 83CW209, an augmentation plan, Rochford Pond and Rochford Springs 1-3 were decreed. By this application, Rochford Spring Nos. 4 and 5 are to be decreed herein as an additional source of water to fill the Rochford Pond to be used for all uses decreed in Case No. 83CW209. In addition, the Rochford Spring Nos. 4 and 5 will irrigate up to 5.5 acres of land which are all owned by the Applicant and are part of Applicant's 9.265 acre two-lot parcel.

ROCHFORD SPRING NO. 5

A. Name of Structure: Rochford Spring No. 5.

B. Legal description: The Rochford Spring No. 5 consists of a series of springs and seeps emanating from a steep hillslope located within the NE1/4 NW1/4, Section 5, Township 5 South, Range 84 West of the 6th P.M., more specifically described as a spring reach commencing at a point S. 70°30' W., a distance of

Case No. 95CW104
Judgment and Decree

3,350 feet from the northeast corner of said Section 5, from which point said springs and seeps flow by gravity in a southerly direction. A map of such reach and the area referenced is attached hereto as Exhibit A (a/k/a Figure 2 of Case No. 94CW346).

C. Source: Seeps and springs tributary to the Eagle River, tributary to the Colorado River.

D. 1. Date of initiation of appropriation:

- (1) Absolute portion: June 1950 for irrigation, storage, aesthetic, piscatorial, wildlife propagation and recreational purposes.
- (2) Conditional portion: June 1983 for additional irrigation, augmentation, exchange and replacement purposes.

2. Date water applied to beneficial use:

- (1) Absolute portion: June, 1950.
- (2) Conditional portion: N/A.

3. How appropriation was initiated:

- (1) Absolute portion: By diversion and application to beneficial use for irrigation, and by filling Rochford Pond for storage, aesthetic, piscatorial, wildlife propagation and recreational uses.
- (2) Conditional portion: By field visit, preparation of an engineering report, and formation of intent to use for augmentation, exchange and replacement through the Rochford Pond.

E. Amount claimed:

1. 1.0 c.f.s., absolute, for irrigation, storage, aesthetic, piscatorial, wildlife propagation and recreational purposes.
2. 1.0 c.f.s., conditional, for additional irrigation, augmentation, exchange and replacement purposes.
3. Total 1.0 c.f.s.

Case No. 95CW104
Judgment and Decree

- F. Use: Irrigation for 5.5 acres. Acreage owned by William Powell located as follows: 9.27 acres located in the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 5 South, Range 84 West of the 6th P.M.

Other Uses: Storage, augmentation, replacement, exchange, aesthetic, piscatorial and recreational purposes, conditional.

CONCLUSIONS OF LAW

5. The Application filed herein is complete, covering all applicable matters required under C.R.S. 37-92-302.
6. All notices required by law have been given, and no further notice need be given.
7. The Court has jurisdiction of this matter and of all persons, whether they have appeared or not. C.R.S. 37-92-301(2) and -303(1).
8. This Court has authority to grant the change of water right requested in the application. C.R.S. 37-92-301(2), -302 and -303(1).
9. The Statement of Opposition by John Hardesty has been withdrawn by Stipulation of the parties. Such Stipulation is incorporated herein by this reference. The Protest to the Ruling of the Referee filed by the State and Division Engineers has been withdrawn.
10. Applicant's Motion for Summary Judgment is granted.

JUDGMENT AND DECREE

11. As requested in the Applicant's Motion for Summary Judgment, the water rights for the Rochford Spring Nos. 4 and 5, as more fully set forth above in Paragraph 4. above, are hereby granted. Application for Finding of Reasonable Diligence shall be filed in the same month as the decree herein is entered every six years after the entry of the decree herein so long as the Applicants desire to maintain the conditional water rights herein awarded, or until a determination has been made that such conditional water rights are made absolute by reason of the completion of the appropriation, or are otherwise disposed of.

Case No. 95CW104
Judgment and Decree

12. The foregoing Findings of Fact and Conclusions of Law are incorporated herein by this reference. The Water Judge concludes that the Application should be granted. The application for the water rights described herein is approved.
13. Applicant may be required to maintain an accurate accounting of all water diverted under these rights through the original points of diversion decreed herein and, if so, shall provide such accounting to the Division Engineer upon request.

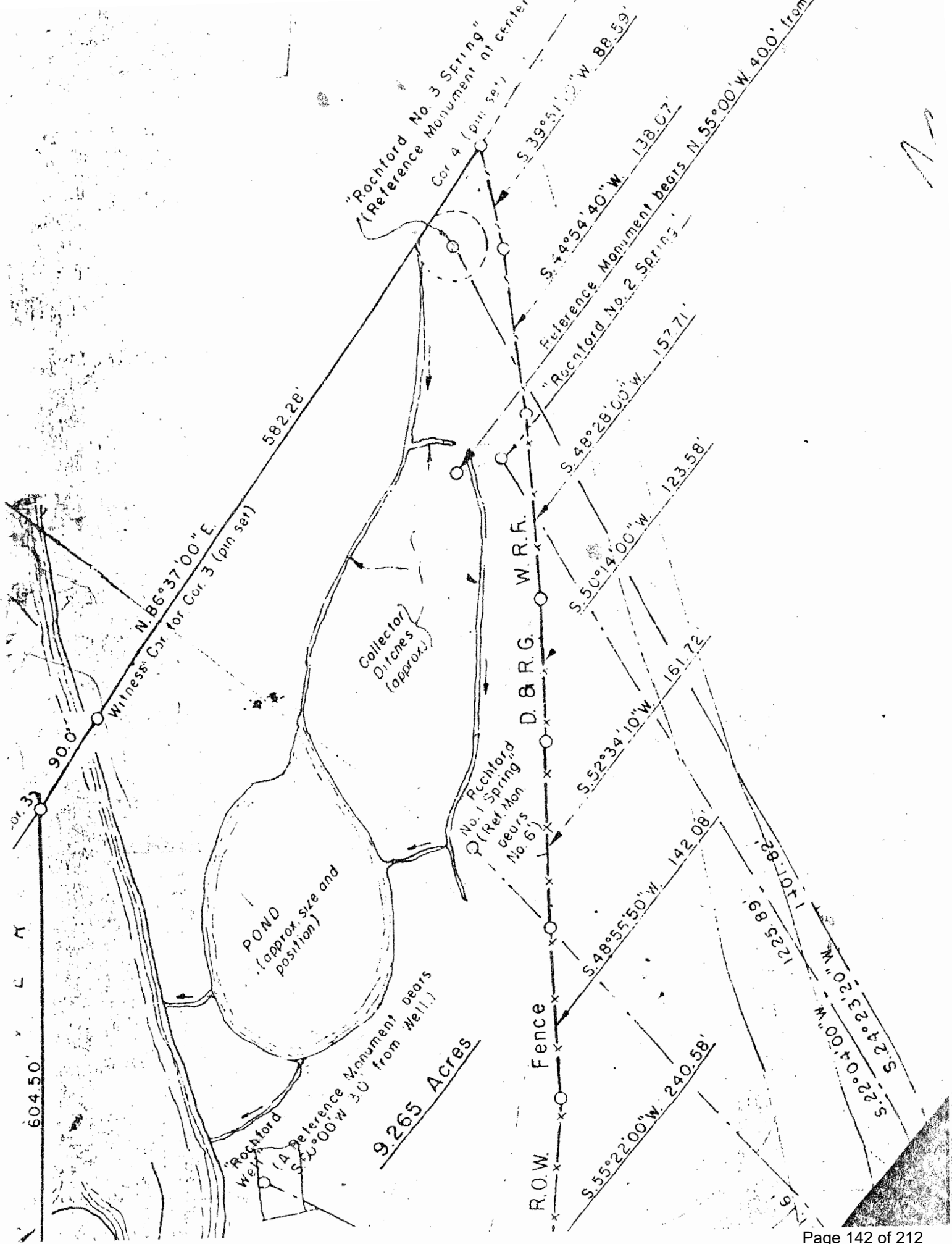
It is accordingly ORDERED that this Ruling shall be filed with the Water Clerk subject to Judicial review.

It is further ORDERED that a copy of this Ruling shall be filed with the appropriate Division Engineer and the State Engineer.

The month and year for filing and Application for Finding of Reasonable Diligence shall be October 1, 2002.

Dated this 16th day of October, 1996.

Thomas W. Ossola
WATER JUDGE



TOWN OF EAGLE, COLORADO
RESOLUTION NO. 30
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION
OF REAL PROPERTY LOCATED IN UNINCORPORATED EAGLE COUNTY (POWELL
PARK SUBDIVISION)

WHEREAS, a petition for annexation was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference, also known as Powell Park Annexation (the "Property");

WHEREAS, by resolution adopted on January 26, 2021, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on March 23, 2021, the Town Council conducted a properly-noticed public hearing to determine if the Property is eligible for annexation to the Town.

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

Section 1. The applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future, and the Property is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met, in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a Town boundary more than three miles; the Town has in place a plan for said three-mile area; and, in establishing the boundaries of the Property, the entire width of any street or alley is included within the Property.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, which will be considered and approved separately.

Section 4. The Property is eligible for annexation to the Town, and all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105.

Section 5. An ordinance annexing the Property to the Town will be considered by the Town Council pursuant to C.R.S. § 31-12-111.

INTRODUCED, READ, PASSED AND ADOPTED ON MARCH 23, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 4
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN
EAGLE COUNTY, ZONING THE PROPERTY RESIDENTIAL MEDIUM AND APPROVING
THE ASSOCIATED ANNEXATION AGREEMENT (POWELL PARK SUBDIVISION)

WHEREAS, William and Nancy Powell ("Applicants") are the owners of the real property in unincorporated Eagle County described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on December 18, 2020, Applicants filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on January 26, 2021, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on March 23, 2021, the Town Council conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town;

WHEREAS, also on March 23, 2021, the Town Council conducted a properly-noticed public hearing on the proposed zoning of the Property as Residential Medium ("RM");

WHEREAS, also on March 23, 2021, the Town Council considered the associated Annexation Agreement; and

WHEREAS, the Town Council finds that it is desirable and necessary, and in the best interest of the public health, safety and welfare, that the Property be annexed to the Town, that the Property be zoned RM and that the Annexation Agreement be approved.

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

Section 1. Annexation.

a. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

b. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

c. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 2. Annexation Agreement. The Annexation Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Annexation Agreement on behalf of the Town.

Section 3. Zoning.

a. The Town Council hereby finds and determines that the RM zoning satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, upon the effective date of this Ordinance, the Property is zoned RM.

Section 4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The 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 5. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 6. Effective Date. Pursuant to Section 6.03 of the Eagle Home Rule Charter, this Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON MARCH 23, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



461 Railroad Ave, Unit C
PO Box 1477
Gypsum, Colorado 81637

970-827-5406
info@erwc.org
www.erwc.org
Tax ID#: 20-4448864



Advocates for our rivers

Peyton Heitzman, Planner I
Town of Eagle
PO Box 609
Eagle, CO 81631
peyton.heitzman@townofeagle.org

February 24, 2021

RE: Referral comments for Powell Park annexation petition and subdivision zoning change materials.

Dear Ms. Heitzman,

Thank you for the opportunity to provide comments regarding the Powell Park annexation and subdivision zoning change request. Eagle River Watershed Council (ERWC) advocates for the health of the Eagle and Colorado Rivers and their tributaries in order to protect and enhance the high-quality natural and human values provided to our communities by rivers. Vigorously protecting our aquatic systems ensures they will continue to provide their numerous social, economic, and ecosystem benefits in perpetuity.

We have reviewed the new site plan and maintain our recommendation to require the county's more-stringent 75' setback for structures and impervious development. Based on the site plan, the eastern unit of the duplex appears to meet the town's 50' setback but not the more-protective 75' setback. As noted before, if the property is annexed as-is without specific language specifying stronger stream protections, the development will be subject to town code rather than county, which remains deficient in this regard. In addition to the water quality and scenic/aesthetic benefits of this protective practice, it should be noted that the parcel is sited on the outside bend of the river. In terms of the river's geomorphic processes, stronger erosive forces and shear stresses are concentrated on this bank, creating a greater potential for fluvial hazard and fluvial damages to the property than simple FEMA-type flood inundation modelling would suggest. Over the decadal time scale, the river's natural progression is to cut into this bank, slowly moving it southward. Setting structures further back will acknowledge this natural process, and potentially help stem the eventual need for artificial bank armoring or other invasive protective measures that might one day be necessary to protect the parcel if structures are permitted too near the channel.

Stronger setbacks and preservation of native vegetation communities will maintain effective water quality protection and flood loss functions of the shoreline and riparian vegetation community, while simultaneously protecting the aesthetic values of the river system and sustainably insulating area viewsheds from the impacts of continued urbanization in the Eagle River corridor. New development, even lower-density projects, inevitably insert additional human use and impacts into riparian zone habitats. Within the river corridor from Vail and Minturn to Gypsum, it is already easily observable that streamfront property owners over time have frequently constructed small incursions into riparian areas—steps, patios, overlooks, decks, clearing of riparian vegetation for view corridors, etc. While this appears harmless to the

individual property owner, who does not see the net-effect of the activity from their land, the creeping degradation of the scenic/aesthetic values of the river corridor and the chipping away of protective riparian buffers for water quality and aquatic-dependent wildlife is widely evident along the river. To this end, we also recommend a prohibition on the clearing of native vegetation and construction of patios, decks, walls, etc. below the terrace on which the proposed units will occur.

Instituting the strongest possible setbacks and preservation requirements for native vegetation within and adjacent to the stream corridor and floodplain early in any planning and approval process will help ensure stream protections while allowing for consistent and orderly transition from the current rural river corridor into the more urbanized settings anticipated in the town's future.

Stronger setbacks and preservation of riparian vegetation are broadly consistent with the "conservation" theme in the Town of Eagle's Eagle River Corridor Plan. Stronger setbacks are also broadly in-line with the "education and awareness" theme's goal to promote understanding of river ecosystems and river corridor qualities. Broadcasting these goals of riparian protection for water quality, bank stabilization, and preservation of riverscape aesthetics to new developers, contractors, and property managers helps to instill a culture of water quality literacy in the Eagle County construction community that should provide long-term benefit to the river and streamline the planning process for both project proponents and planning staff. This context extends well beyond the Powell Annexation itself and has important bearing for many of the upcoming projects in the Eagle River Corridor Planning Area with the Town of Eagle.

Thank you for the opportunity to provide additional feedback on the proposed actions. Should you require additional information or have questions regarding these comments, please contact us at your convenience.

Sincerely,

Holly Loff
Executive Director
970-827-5406
loff@erwc.org

Bill Hoblitzell
Water Resources Program advisory staff
970-471-6216

Peyton Heitzman

From: Wilson, Benjamin R CIV USARMY CESPCK (USA) <Benjamin.R.Wilson@usace.army.mil>
Sent: Thursday, July 16, 2020 10:52 AM
To: Peyton Heitzman
Subject: RE: AN20-01 Review Comments for Annexation Application at Powell Park (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Dear Mr. Heitzman:

We are responding to your July 8, 2020, request for comments on an annexation application for two lots located at 21 & 25 Violet Lane at Powell Park in Eagle County.

The Corps of Engineers' jurisdiction within the study area is under the authority of Section 404 of the Clean Water Act for the discharge of dredged or fill material into waters of the United States. Waters of the United States include, but are not limited to, rivers, springs, lakes, ponds, wetlands, marshes, wet meadows, and seeps. Project features that result in the discharge of dredged or fill material into waters of the United States will require Department of the Army authorization prior to starting work. A delineation of aquatic resources should be conducted if the proposed development has the potential to infringe on aquatic resources.

Based on the information presented, efforts have been taken to avoid impacts to aquatic resources. However, some project features (e.g., utility lines) may still require work with the Eagle River and/or associated wetlands. Therefore, it would be beneficial to conduct a delineation if further development is being proposed. Please let me know if I can be of further assistance.

Respectfully,

Ben Wilson
Project Manager, Colorado West Regulatory Section U.S. Army Corps of Engineers
400 Rood Avenue, Room 224
Grand Junction, Colorado 81501
PH: (970) 243-1199, #1012
FAX: (970) 241-2358
Benjamin.R.Wilson@usace.army.mil

In response to COVID-19, Regulatory Division staff are teleworking from home or other approved location. We will do our best to administer the Regulatory Program in an effective and efficient manner. Priority will be given to health and safety activities and essential infrastructure. Action on your permit application or other request may be delayed during this emergency. We appreciate your patience over the next several weeks.

Let us know how we're doing. Please complete the survey at:
http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey

-----Original Message-----

From: Peyton Heitzman [mailto:peyton.heitzman@townofeagle.org]
Sent: Wednesday, July 8, 2020 2:03 PM

To: katherine.king@eaglecounty.us; morgan.hill@eaglecounty.us; pbrandes@ecparamedics.com; loff@erwc.org; bill@lotichydrological.com; Wilson, Benjamin R CIV USARMY CESPK (USA) <Benjamin.R.Wilson@usace.army.mil>; eaglecountycd@gmail.com
Subject: [Non-DoD Source] FW: AN20-01 Review Comments for Annexation Application at Powell Park

Hi Everyone,

The Town of Eagle has received an annexation application for two lots located at 21 & 25 Violet Lane. The application is proposing Residential Medium (RM) zoning for both lots totaling 9.25 acres. One lot contains a multi-family unit (4 units) and the other a single family home.

The plans and associated documents you should need for your review comments are attached to this email. If you are missing/need anything further, let us know.

Please review the information and forward any comments to me by Friday July 24, 2020, so that we may give full consideration to your comments.

Best regards,

Peyton Heitzman

Planner I

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9619

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:

<Blocked<http://www.townofeagle.org/>> <Blocked<https://www.townofeagle.org/593/Sign-up-for-Eagle-Today>>
<Blocked<https://www.surveymonkey.com/r/CHC8WYM>>

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

CLASSIFICATION: UNCLASSIFIED

COLORADO GEOLOGICAL SURVEY

1801 Moly Road
Golden, Colorado 80401



Karen Berry
State Geologist

July 24, 2020

Peyton Heitzman
Town of Eagle
Peyton.heizman@townofeagle.org

Location:
SW NW and SE NW Section 5,
T5S, R84W of the 6th P.M.
39.6484, -106.8389

Subject: Powell Park Annexation AN20-01
Town of Eagle, Eagle County, CO; CGS Unique No. EA-21-0001

Dear Peyton:

Colorado Geological Survey has reviewed the Powell Park Annexation AN20-01 referral. I understand the applicant proposes annexation into the Town of Eagle of two lots totaling 9.25 acres. Lot 1, Powell Park Addition, as shown on the Annexation Map (Inter-Mountain Engineering, April 1, 2020) is 1.627 acres and contains a 4-unit apartment building with physical address 25 Violet Lane. Lot 2 is 7.398 acres and contains a single-family residence with physical address 21 Violet Lane. The Powell Park Site Plans (Inter-Mountain Engineering, May 12 and May 18, 2020) and Zoning Request (signed January 6, 2020) indicate that near-future plans include demolishing the existing 4-unit apartment building on Lot 1 and constructing a duplex immediately east of the demolished building. No changes are currently proposed for Lot 2. Proposed zoning would be Residential Medium (RM).

There are no geologic hazards or unusual geotechnical constraints present that would preclude the proposed annexation and RM zoning. However:

Slope and erosion setback from Eagle River. CGS is concerned about potential slope instability, shallow slope creep, erosion, and undercutting of the slope between the Eagle River and existing and proposed structures. Calculations based on a DEM (digital elevation model) generated from high resolution LiDAR data indicate a very steep, approximately 65% descending slope of approximately 35 feet in height between existing and proposed buildings, and the Eagle River. Sheet C2 of the site plan set shows that the Lot 1 proposed duplex building and decks are outside of the "50 foot setback from the normal high water line." However, **the proposed building and decks should be set back a sufficient distance from the slope crest to provide protection from undercutting and damage due to slope movement and erosion.**

Section R403.1.7 of the 2018 International Residential Code, Footings on or adjacent to slopes, and Section 1808.7 of the 2018 International Building Code, Foundations on or adjacent to slopes, require a setback of 40 feet or $1/3 \cdot$ the height of slope, whichever is smaller, from descending slope surfaces. An alternate setback may be permitted by the building official, but such decision should be based on a geotechnical investigation demonstrating that the intent of Sections R403.1.7 and 1808.7 would be satisfied, considering soil and bedrock engineering properties, slope height, slope gradient, load intensity, and erosion characteristics of the slope material.

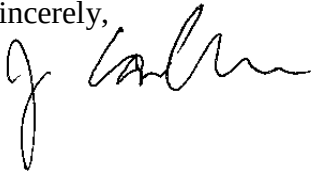
- In the absence of a specific slope setback recommendation and justification by a qualified geotechnical consultant, the code-required setback from the slope crest (12 feet would be a valid average based on $1/3$ of the slope height) for foundation and deck footings should be adhered to.

Ground subsidence and sinkholes. The site is underlain by terrace alluvium (relatively granular river deposits) and Eagle Valley Evaporite. The terrace alluvium is not considered problematic from a geotechnical, or bearing strength and foundation performance perspective. However, the underlying Eagle Valley Evaporite contains layers, lenses and pockets of water-soluble gypsum, anhydrite and halite (rock salts). Sinkholes, subsidence, and ground deformation due to collapse of solution cavities and voids are active and unpredictable, although infrequent, geologic processes within the western Colorado evaporite region.

- If conditions indicative of subsidence or sinkhole formation are encountered during construction, the feasibility of mitigation should be evaluated or an alternative building site should be considered.
- The applicant should be advised of the potential for sinkhole development, since early detection of building distress and timely remedial actions are important factors in reducing damage and the cost of building repairs should an undetected subsurface void start to develop into a sinkhole.

Thank you for the opportunity to review and comment on this project. If you have questions or require further review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jill Carlson', with a stylized, cursive script.

Jill Carlson, C.E.G.
Engineering Geologist



Community Development

Morgan Beryl
970-328-8750
970-328-7185 (f)
morgan.beryl@eaglecounty.us
www.eaglecounty.us

March 22, 2021

Town of Eagle
Attn: Peyton Heitzman, Planner I
200 Broadway
Eagle CO 81631

[Via Email]

Re: Development Review Referral - Powell Park Annexation, IAR-9145-2021

Ms. Heitzman,

Thank you for the opportunity to provide feedback on the potential annexation of 21 Violet Lane and 25 Violet Lane, also known as parcel numbers 210905200011 and 210905200010. This interagency referral is known as file number IAR-9145-2021 for Eagle County records. Please officially notify the County should the annexation into the Town be approved. The County will then update internal and public database systems to reflect the annexation.

21 Violet Lane and 25 Violet Lane (the "Properties") are located within Eagle County's (the "County") jurisdiction. County records indicate the Properties are approximately 7.4 acres and 1.628 acres, respectively. The Properties are zoned Powell Park Planned Unit Development (PUD). Parcel 210905200011 is adjacent to the Town of Eagle's jurisdiction. The southern property line of both Properties runs along the northern side of a railroad track with Town of Eagle jurisdiction on the southern side of the railroad track.

Communication from Town of Eagle staff, dated February 12, 2021, states a public hearing is scheduled with the Town of Eagle Town Council on March 23, 2021 to consider annexation of the Properties. The Town's communication indicates the proposal is for the Town of Eagle's Residential Medium (RM) zoning for both Properties. Please consider the following comments from the Eagle County Planning Division, ECO Trails Department, ECO Transit Department, and Environmental Health Department as the project is reviewed.

Planning Division Comments:

1. Review of the Eagle Area Community Plan (the "Plan") Future Land Use Map (FLUM) finds the Properties are designated as a PUD and are within the Town of Eagle Urban Growth Boundary. The Plan lists FLUM designations and the intent for PUD zoned properties within the Town's Urban Growth Boundary (Plan, page 36). The PUD section does not contemplate future annexation of PUD areas into Town jurisdiction. However, Appendix A of the Plan outlines the process for minor modifications, exceptions, and updates to the Plan that also outlines an annexation process. Appendix A states, "For those Exceptions proposed within the Town of Eagle Urban Growth Boundary, or those involving annexation of properties to the Town, the Town Planning and Zoning Commission will take the lead, obtain comment from Eagle County and ultimately render a decision" (Plan, page 183). The County considers

the annexation request an exception to the intents outlined for FLUM designations of a PUD because it is not a specifically listed future use. Therefore, per guidance of the Plan, the Town of Eagle's consideration of the Properties annexation into Town jurisdiction and subsequent zone change are appropriate steps to extinguish the PUD.

2. The proposal is to zone the Properties Residential Medium (RM). The Properties contain a multi-family unit and a single-family home. Eagle County understands the Town's RM zone district is designed to promote medium density residential uses (Town of Eagle Zoning, Chapter 4.04.010). The existing uses on the Properties are not compliant with the land uses and densities listed in the Powell Park PUD Guide. The PUD Guide lists allowances for a single-family home, agricultural uses, and a home occupation use. Non-compliance with the PUD Guide likely happened over time as building permits were approved for the Properties, maybe inappropriately by Eagle County. Eagle County records indicate residential building permits for the Properties in 1981 (permit number BP-02061) and 2002 (permit number 11361BP). The County finds the annexation and zone change will bring the uses on the Properties into compliance with governing zoning documents. Therefore, the County is supportive of the annexation and zone change from a zoning perspective.
3. Eagle County and the Town of Eagle jointly adopted the Plan and FLUM for the greater Eagle Area. These Properties are within the Western Gateway Character Area identified in the Plan. Per the Plan, Chapter 5, "Eagle River Corridor Area", lists multiple planning principles for the Corridor Area. Planning Principle E states to "provide adequate access but otherwise preserve the quality of the Eagle River corridor and the Brush Creek corridor and related habitats. Relevant planning principles from the Eagle River Corridor Character Area should apply."

Therefore, the County recommends the Town and Property owner consider the inclusion of a fisherman's easement for public access to the river as part of the application. The recommendation of a fisherman's easement is also consistent with the intent of the Eagle River Corridor Character Area zoning document, Chapter 6 - River Recreation.

ECO Trails Comments:

1. The County encourages the Town to include a public easement for a future Eagle Valley Trail connection as part of the annexation agreement. This request is illustrated in the graphic below.



2. Emailed communication between the Property owner, Town of Eagle, and ECO Trails Department indicates ECO Trails previously requested the Property owner widen Violet Lane. The Property owner agrees to widening Violet Lane but requests a site plan from the County to assist with this request. The ECO Trails Department is willing to help with this request and will work with the Property owner to finalize a site plan if and when requested by the Town of Eagle.

ECO Transit Comments:

1. The annexation is located within close proximity to the Hwy 6 & Sylvan Lake Road bus stops and served by the Valley Route. These stops provide public transit service for the proposed annexation; however, pedestrian access is limited. ECO Transit supports Eco Trails request for a public easement along Violet Lane for a future extension of the Eagle Valley Trail to improve pedestrian access.

Environmental Health Comments:

1. Should the annexation be approved, the County recommends that the Town of Eagle maintain the Eagle County Land Use Regulation 75 foot development setback requirement from the Eagle River. This is critical for preserving water quality and riparian habitat. The setback could also be delineated on the Annexation Map.

Please contact Olivia Cook at (970) 328-8754, or at olivia.cook@eaglecounty.us if you have questions or would like to request a meeting to discuss these comments. Eagle County reserves the right to offer additional comments as more information is provided.

Sincerely,



Morgan Beryl, Community Development Director

Cc: Olivia Cook, Assistant Planner
Kris Valdez, Senior Planner
Jared Barnes, Planning Manager - ECO Transit and Trails
Kevin Sharkey, Trails Program Manager
Morgan Hill, Environmental Health Manager
Beth Oliver, Deputy County Attorney
File



MINUTES

Planning & Zoning Commission

Tuesday, March 2, 2021

6:00 PM

ZOOM MEETING

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

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

- Virtual Meeting Procedure
 - Register in advance for this meeting [here](#).
 - Public comments can be made when the Chair opens the public comment. Please prompt through Zoom to raise your hand and you will be called on when it is your turn.
1. • All public attendees will be muted during the meeting, unless the Chair or meeting facilitator invites them to speak live during the meeting.
- Meetings are recorded and will be published on the Town's web page.
 - For technical difficulties, please email peyton.heiztman@townofeagle.org and we will do our best to assist you.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:08pm.

COMMISSIONERS PRESENT

Jesse Gregg, Kyle Hoiland, Bill Nutkins, Robert Townsend, Lani Webb, Matthew Hood, Keegan Winkeller

COMMISSIONERS ABSENT

Charlie Perkins

STAFF

Chad Phillips – Community Development Director
Angie Kyle - Administrative Tech II
Jessica Lake - Planner I
Peyton Heitzman – Planner I

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

Opened public comment at 6:08pm, there was no public comment.

PUBLIC HEARINGS

1. Powell Annexation Zoning Review

Project: Powell Annexation Zoning Review

File # RZ20-01

Applicant: William and Nancy Powell Location 21 & 25 Violet Lane

Staff Contact: Peyton Heitzman, Planner I

Request: Request to zone two parcels of land in unincorporated Eagle County to Town of Eagle Residential Medium (RM) zoning.

Peyton presented the file to the Commission. The applicant, Willy Powell, was present and informed the commission that he sold a 20-foot permit and construction easement to the Town of Eagle for the water main leading to the Lower Basin Treatment Plant which makes him eligible for annexation. He has been on town sewer for decades and is currently on a well, he plans to connect to town water. He bought this property in 1979 and subdivided in 1988. He plans to continue to live on this property. He plans to raise the apartment building due to deficiencies in the property and will comply with all regulations associated with completing this.

QUESTIONS

Commissioner Nutkins asked if the applicant is currently going through the annexation process with Town Council. Staff informed the commission that the annexation has been accepted by Town Council and the meeting date is for March 23rd, 2021. The demolition of the 4-plex does not require a development permit, just a building permit

PUBLIC COMMENT

Opened public comment at 6:22pm. There was no public comment.

DELIBERATION

Commissioner Nutkins does not see a problem and agrees with staff. Commissioner Townsend agrees as well as Commissioners Hoiland, Gregg, and Winkeller.

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO APPROVE FILE RZ20-01 ZONING 21 & 25 VIOLET LANE WITH NO CONDITIONS, BASED ON THE FOLLOWING FINDINGS: THE APPLICATION MEETS THE REQUIREMENTS OF TITLE 4 OF THE LAND USE AND DEVELOPMENT CODE AND IS IN CONFORMANCE WITH THE 2020 ELEVATE EAGLE COMPREHENSIVE PLAN AND THE EAGLE RIVER CORRIDOR PLAN.

MOTION WAS SECONDED BY COMMISSIONER LANI WEBB AND PASSED WITH A VOTE OF 7 (GREGG, NUTKINS, TOWNSEND, WEBB, HOILAND, WINKELLER, HOOD) IN FAVOR AND 0 OPPOSED.



STAFF REPORT AND CERTIFICATE OF RECOMMENDATION

TO: Planning & Zoning Commission

FROM: Community Development Department

DATE: March 2, 2021

FILE NUMBER: RZ20-01

PROJECT: Powell Park Annexation

REQUEST: Request to zone two parcels of land in unincorporated Eagle County to Town of Eagle Residential Medium (RM) zoning.

APPLICANTS: William and Nancy Powell

LOCATION: 21 & 25 Violet Lane

CODE: Chapter 4.04 Zoning
Chapter 4.05 Zoning Review

ZONING: (Existing) Planned Unit Development (PUD) in unincorporated Eagle County

EXHIBITS:

- A: Project Application and Narrative
- B: Petition for zoning
- C: Site Plan
- D: Aerial Map
- E: Site Photos
- F: Sections of Eagle River Corridor Plan

PUBLIC COMMENT: No public comments received as of February 26, 2021.

STAFF: Peyton Heitzman, Planner I – peyton.heiztman@townofeagle.org

INTRODUCTION

On January 26, 2021, the Town Council passed Resolution 14, Series 2021 finding the Annexation Petition for Powell Park to be in substantial compliance with Section 31-12-107(1) C.R.S. The annexation application was accompanied by a request to zone the property to Residential Medium (RM) zoning. The two parcels of the Powell Park Subdivision are currently in unincorporated Eagle County and zoned Planned Unit Development (PUD).

The property is located north of the Sylvan Lake Road roundabout off Highway 6. The project consists of two lots under the sole ownership of William and Nancy Powell. Of the total 9.0256 acres that make up the proposed annexation and zoning, Lot 1 is 1.6275 acres and Lot 2 is 7.3981 acres. There is a single-family unit on Lot 2 and fourplex on Lot 1. The applicants are proposing to raze the fourplex and plat two single-family lots.



Should Town Council approve the annexation application for the Powell Park Subdivision on March 23rd, 2021, the Planning & Zoning Commission's recommendation for zoning will be considered as part of a subsequent zoning approval for the property.

DISCUSSION ITEM(S)

1. Is the proposed RM zoning supported by the Eagle River Corridor Plan?

STANDARDS FOR APPROVAL (SECTION 4.05.030.A.)

The conditions for zoning as described in Section 4.05.030 of the Land Use and Development Code are:

STANDARD #1: That the rezoning is compatible with surrounding land uses, and is consistent with the Town's goals, policies and plans.

Staff comment: Staff believes the proposed residential zoning is appropriate for this property because it complements the surrounding land uses. The adjacent properties to east and west of the Powell Park Subdivision have low-density residential uses. The County Fairgrounds is north of the property. The Fairgrounds and the adjacent property to the west are in unincorporated Eagle County. To the south of the property, across Grand Avenue, are additional residential and commercial uses. With the development of the property, there will be a decrease in density, resulting in less impact to the adjacent properties than currently exists.

When reviewing the project for consistency with the Town's goals, policies, and plans, staff was guided by the following documents:

- 1) The Elevate Eagle Comprehensive Plan (2020)
- 2) The Eagle River Corridor Plan (2015)
- 3) Title 4 of the Land Use and Development Code

Elevate Eagle Comprehensive Plan (Comp Plan)

Zoning the property is supported by policies in the Comp Plan including:

- Policy 2-2.6. Encourage infill and redevelopment of rundown, outdated, or underutilized parcels on Highway 6 to support Broadway.
- Policy 2-3.3.a. Ensure residential infill and redevelopment blend appropriately with the character and scale of surrounding neighborhoods.
- Policy 2-3.3.b Utilized infill and conservation-oriented development to accommodate growth while retaining open lands and protecting environmentally sensitive areas.

Staff Comment: The annexation and redevelopment of the property will result in the replacement of an outdated 4-plex with two single-family homes. The annexation application is designating a no-build zone on Lot 2 to the south of the single-family home, allowing this application (annexation and zoning) to meet Policy 2-3.3.b. to protect environmentally sensitive areas from development.

The Powell Park subdivision is within the Town of Eagle's Urban Growth Boundary (UGB). The UGB can be found in the Future Land Use Map of the Comp Plan. The Comp Plan defers to the Eagle River Corridor Subarea Plan for the future land use designations of properties along the Eagle River, including this property.

Eagle River Corridor Subarea Plan (ER Corridor Plan)

Staff comment: The applicants are requesting Residential Medium zoning which is supported by the ER Corridor Plan. Chapter 2 of the ER Corridor Plan proposes Medium Density Residential (MDR) as the future land use for the area. Uses in the MDR include single-family homes, duplexes, and multi-family residential. The applicants are proposing to develop two single-family homes, although they could develop the property under any allowed use in the approved zone district. The MDR designation is described as *a node of residential development on the higher, flatter land adjacent to the Sylvan Lake Road roundabout. Development in this area should be designed to avoid impact to the wetlands, riparian vegetation, and pond in the eastern portion of the MDR area.* The eastern portion of the property, south of the single-family home, will be the previously mentioned no-build zone. The MDR future land use description is included as an attachment in the packet along with the Future Land Use Plan.



Page 20 Eagle River Corridor Plan featuring Future Land Use Designation for the property

Title 4 Land Use and Development Code

Staff Comment: Staff has reviewed the existing structures on Lot 1 and 2 to confirm compliance with the zoning standards for the Town's Residential Medium (RM) zone district. The lots meet the RM zone districts standards for maximum lot area, maximum lot area/dwelling unit, maximum lot coverage, and maximum floor area. The residential buildings on both lots meet existing front and side yard setbacks as well as the 50' live stream setback to the rear of the yard, measured from the high-water mark from the Eagle River.

There are three accessory structures on the lots. Lot 1 has two garden sheds and Lot 2 has an accessory garage. Accessory structures may observe a 7½ foot side yard setback under Section 4.04.100.H.7.a of the Municipal Code. The shed to the far west of the property only has a 1' side yard setback. However, the applicants plan to raze the non-conforming shed with the 4-plex following the annexation of the property. All other setbacks comply with RM zoning standards. The other garden shed and the accessory garage meet the minimum side, front, and rear yard/live stream setbacks for the RM zone district.

Section 4.15 of the Municipal Code requires all areas annexed within the Town to adopt Town zoning within 90 days of approval of annexation. The Planning and Zoning Commission will need to provide a zoning recommendation to Town Council whether that zoning be the requested RM zoning or another zone district that the Commission deems more appropriate for the property.

STANDARD #2: That the land to be rezoned was previously zoned in error or the existing zoning is inconsistent with the Town's goals, policies and plans.

Staff Comment: The application meets this standard. The existing County PUD zoning is inconsistent with the Town of Eagle Urban Growth Boundary and the future land use proposed in the Eagle River Corridor Plan.

STANDARD #3: That the area for which rezoning is requested has changed substantially such that the proposed rezoning better meets the needs of the community; OR

Staff Comment: If the annexation application is approved by Town Council, the Powell Park Subdivision will have changed substantially through incorporation into Town of Eagle boundaries and connection to Town services. The proposed zoning better meets the needs of the community through its alignment with the Town's long-range planning documents.

STANDARD #4: *That the rezoning is incidental to a comprehensive revision of the Town's zoning map which recognizes a change in conditions and is consistent with the Town's goals, policies and plans.*

Staff Comment: Standard not applicable to application.

STAFF RECOMMENDATION

Staff recommends APPROVAL for the zoning of 21 & 25 Violet Lane from Eagle County PUD zoning to Town of Eagle Residential Medium zoning based on Standards (1), (2), and (3) of Section 4.05.030. of the Municipal Code.

PLANNING AND ZONING COMMISSION POTENTIAL MOTIONS

Below are the Planning and Zoning Commission options related to the zoning of file number RZ20-01:

1. Recommend approval with no conditions.
2. Recommend approve with conditions.
3. Continue (table) the application. (Provide staff and the applicant detail regarding information needed for a decision).
4. Recommend Denial. (Cite all Code sections and/or Plan policies that resulted in motion for denial)

SUGGESTED MOTION:

I move to RECOMMEND APPROVAL File # RZ20-01 Zoning 21 & 25 Violet Lane with no conditions, based on the following findings:

FINDINGS OF FACT

The application meets the requirements of Title 4 of the Land Use and Development Code and is in conformance with the 2020 Elevate Eagle Comprehensive Plan and the Eagle River Corridor Plan.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 30
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION
OF REAL PROPERTY LOCATED IN UNINCORPORATED EAGLE COUNTY (POWELL
PARK SUBDIVISION)

WHEREAS, a petition for annexation was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference, also known as Powell Park Annexation (the "Property");

WHEREAS, by resolution adopted on January 26, 2021, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on March 23, 2021, the Town Council conducted a properly-noticed public hearing to determine if the Property is eligible for annexation to the Town.

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

Section 1. The applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future, and the Property is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met, in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a Town boundary more than three miles; the Town has in place a plan for said three-mile area; and, in establishing the boundaries of the Property, the entire width of any street or alley is included within the Property.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, which will be considered and approved separately.

Section 4. The Property is eligible for annexation to the Town, and all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105.

Section 5. An ordinance annexing the Property to the Town will be considered by the Town Council pursuant to C.R.S. § 31-12-111.

INTRODUCED, READ, PASSED AND ADOPTED ON MARCH 23, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 4
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN
EAGLE COUNTY, ZONING THE PROPERTY RESIDENTIAL MEDIUM AND APPROVING
THE ASSOCIATED ANNEXATION AGREEMENT (POWELL PARK SUBDIVISION)

WHEREAS, William and Nancy Powell ("Applicants") are the owners of the real property in unincorporated Eagle County described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on December 18, 2020, Applicants filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on January 26, 2021, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on March 23, 2021, the Town Council conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town;

WHEREAS, also on March 23, 2021, the Town Council conducted a properly-noticed public hearing on the proposed zoning of the Property as Residential Medium ("RM");

WHEREAS, also on March 23, 2021, the Town Council considered the associated Annexation Agreement; and

WHEREAS, the Town Council finds that it is desirable and necessary, and in the best interest of the public health, safety and welfare, that the Property be annexed to the Town, that the Property be zoned RM and that the Annexation Agreement be approved.

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

Section 1. Annexation.

a. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

b. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

c. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 2. Annexation Agreement. The Annexation Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Annexation Agreement on behalf of the Town.

Section 3. Zoning.

a. The Town Council hereby finds and determines that the RM zoning satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, upon the effective date of this Ordinance, the Property is zoned RM.

Section 4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The 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 5. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 6. Effective Date. Pursuant to Section 6.03 of the Eagle Home Rule Charter, this Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON MARCH 23, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jessica Lake, Planner I, Community Development Department
Chad Phillips, Director, Community Development Department

Date: March 23, 2021

Agenda Item: Resolution 29, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Ratifying the Amendment of the West Eagle Sub Area Plan".

REQUEST: Review of the amendments approved by the Planning & Zoning Commission and approval of Resolution 29, Series 2021 Ratifying the Amendment of the West Eagle Sub Area Plan.

INTRODUCTION:

Town staff has begun the process of updating the WESAP to better reflect the current needs of the community. WESAP was adopted in September of 2011 and covers roughly 40 acres, extending along Grand Avenue from the Sylvan Lake roundabout to the intersection of 5th Street and south to the Eagle Ranch open space. Through the planning process, future land uses were identified within this defined West Eagle area.

The purpose of this focused update is to modify land designations in the Future Land use Map (FLUM). The proposed amendment initially began with a discussion of the appropriateness of the "Continuing Care Retirement Community" category as Eagle already has the Castle Peak Senior Care facility. Further discussions were held with Eagle County, the Planning & Zoning Commission and Town Council with public feedback generated through public meetings.

These discussions lead to several additions to the amendment including a slight modification to the "Commercial" land use category, changing the land use categories for several properties so that those categories align with parcel boundaries and adjusting the street connections and future streets to better align with Eagle Counties' 2016 proposed street alignments and the Brush Creek Road Extension.

ANALYSIS:

Staff held a worksession with the Planning & Zoning Commission on February 16, 2021. The Commission provided feedback regarding the County owned properties in West Eagle, minor updates to the Future Land Use Map, 546 Grand Ave, rights-of-way, commercial and mixed-use land use categories, and the area adjoining Eagle Ranch open space that was proposed for open space or a town park in the West Eagle Plan.

Staff held a public discussion with the Town Council on February 23, 2021. Council agreed with the suggestions of the Planning & Zoning Commission and those that were raised by the public. Staff was directed to proceed with an amendment to the West Eagle Sub Area Plan.

On March 3, 2021, staff held a meeting with Eagle County Housing, Alpine Engineering and McDowell Engineering to discuss discrepancies between the 2011 West Eagle Sub Area Plan Future Land Use Map, Eagle County's 2016 Conceptual Plan and initial designs for the Brush Creek Road Extension. As a result of this meeting, staff is proposing some alterations to the future street layout shown in the 2011 West Eagle Sub Area Plan (See Exhibit A).

Discussion Topics from the February 16th and 23rd Meetings:

- County-owned properties: The Commission discussed pros and cons of re-categorizing these properties from “Continuum of Care Retirement Community” and “Public Purpose Mixed Use” to “Residential”. The Residential land use category in the West Eagle Plan is general enough that any of our existing residential zone districts would fit into this category. Tori Franks, from Eagle County, spoke regarding housing needs/trends in Eagle and acknowledged that there is a need for lower income senior housing. There are currently wait lists for both Golden Eagle and Seniors on Broadway. However, changing to the Residential category would allow the County to develop a project that could address housing needs for more than just seniors. It was noted by staff that the use category “nursing home/group home” is a Special Use in all residential zone districts.
- 546 Grand Avenue property: Joanna Hopkins spoke during public comment as the representative of the seller of this property. This property is in West Eagle and has two land use categories on one parcel; Mixed-use and Residential. The property also has two zone districts: Commercial Limited (CL) and Residential Medium (RM). The first step to be able to develop the property to its full potential would be to consolidate the two land use categories to one; Ms. Hopkins suggested that the mixed-use category would best fit both the West Eagle Plan and the future improvements to the Grand Ave Corridor. The Commission agreed with Ms. Hopkins that this change should be included within the scope of this amendment to the plan.
- The area shown as “public park” might not be as suited for development as other County-owned property; it was asked that staff provide further analysis for this site.
 - **Staff spoke with Eagle County Housing regarding this portion of the County’s property and designating the land as “public park” was thought to be too narrow a designation. By changing it to “Residential” the option for a community park at this location still exists, but so the potential for development if it is found to be developable land. Other staff members noted that the Town likely does not want the maintenance of another “Town Park”.**
- There are two rights-of-way shown on the West Eagle Sub Area Plan Map that the Commission requested additional information on. One was Castle Drive, which connects with Grand Avenue to the east of Grand Ave Grill and then curves around to the west between a single-family dwelling and County property and connects to what will eventually be the Brush Creek Road Extension. More than half of this right-of-way is currently not in use; Planning staff will reach out to Public Works to determine what, if

any, future plans are for this section of Castle Drive. The other section of right-of-way is neither platted nor owned by the Town, but was included in the 2011 West Eagle Plan as a proposed design feature. West End Street is shown on the map as intersecting with a new Seventh Street and then dead ending right before Sixth Street. Staff was asked to look into connecting the proposed West End Street to Sixth Street.

- **Existing and future rights of way was the primary topic of discussion on March 3rd. Staff has updated the amended FLUM to show the existing right of way for Castle Drive. It is unclear whether or not the Town will keep this as right of way or vacate it at some point in the future, but as it is existing (though unimproved), it seemed reasonable to keep it on the map at least until the Brush Creek Road Extension is closer to being built and we have more information from the Grand Ave Corridor Study. West End Street was shown on the 2011 FLUM as a future north/south street from 7th Street and dead ending at 6th Street. When staff looked at the County's 2016 plans a different location was proposed for the 7th Street connection. Staff is suggesting re-aligning the streets shown in the 2011 FLUM to align more closely with Eagle County's 2016 conceptual plans, which also should align better with the upcoming design plans for the Brush Creek Road Extension. The FLUM will depict the conceptual layout for future streets.**
- Lastly, both the "Commercial" and "Mixed-use" land use categories were discussed. One Commissioner felt it made more sense to re-classify the "Commercial" land as "Mixed-use". However, the consensus was that "Commercial" provided more flexibility than "Mixed-use" and that portion of the map should stay as is. It was recommended that staff add language to the "Commercial" category for auto-oriented businesses such as restaurants with drive-throughs and lodging/hotels. Such Commercial uses should support, and not compete, with Broadway businesses.

Proposed Amendment Schedule:

February 2021
February 16th (Planning & Zoning Commission) o Public Worksession: West Eagle Sub Area Plan (WESAP)
February 23rd (Town Council) o Public Discussion: West Eagle Sub Area Plan (WESAP)
March 2021
March 16th (Planning & Zoning Commission) o WESAP Adoption Hearing
March 23rd (Town Council) o WESAP Ratification Hearing

COMMUNITY INPUT:

Staff has publicly noticed the work sessions and the public hearings in the local newspapers, sent notification to property owners within the plan boundaries as well as adjacent properties, and has posted signs on the County's West Eagle property.

Staff has received public feedback and has provided a summary of the feedback below as well as attachments of all comments received.

Staff received questions from 6 community members. No public comment letters had been received as of March 17, 2021. Questions fielded by staff included providing links to the plan; concerns about how this change may or may not affect property values in the area; concerns about road connections and construction of roads, housing and businesses; narrowness of the existing rights of way and concerns over vehicular and pedestrian traffic; concerns about gentrification of the neighborhood and displacement of families in mobile home parks; and concerns about how the plan supports re-development in West Eagle and if this amendment changes that. Staff has responded to all questions received by the public.

Since the public meetings with the Planning & Zoning Commission and Town Council, staff has received 2 additional emails regarding this proposed amendment. The first email asked for the link to the meetings or video of the Council meeting and the 2nd was from a concerned property owner regarding Eagle County's 2016 Conceptual Plans. The primary concern was the density proposed by Eagle County in relation to her property. Staff has had multiple discussions with this property owner and believes that many of the outstanding concerns will be addressed by Eagle County and Town Staff during the County's planning and development processes.

BUDGET / STAFF IMPACT: No impact to the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

2020 Eagle Strategic Plan:

Guiding Principles – Transparency and Community Engagement:

By providing easy access to information and timely responses to customer inquiries, the Town creates an environment that fosters public trust and allows Eagle's residents and business owners to understand the Town's values, priorities and strategic plans. The Town is committed to maintain ongoing, meaningful, and substantive dialogue with the community that is based on clearly defined standards and compelling arguments for proposed policies and investments.

- The change to this plan has been communicated with property owners in West Eagle as well as adjacent property owners. Staff has met with and fielded questions from several residents. Eagle County has presented compelling arguments for this proposed policy change and staff believes that making this update to the West Eagle Sub Area Plan is more in line with future community goals for this area of Eagle.

Major Objectives – Diversify the Attainable Housing Stock:

The Town creates opportunities for a diversified, attainable housing stock for a variety of rental and purchase options.

- This proposed change to the West Eagle Sub Area plan will allow for greater flexibility when the County develops this property. Eagle already has the Castle Peak Senior Life and Rehabilitation Center. By amending the plan to reflect "Residential" as the future land use category instead of "Continuum of Care Retirement", we are expanding the housing options available to the County at time of development of this area of land.

Nursing and group homes are available in residential zone districts as a special use, so a senior facility would not be precluded from a residential zone district.

2020 Elevate Eagle Comprehensive Plan:

Policies:

- 1-1.1. Ensure a healthy mix of housing types and densities (e.g. single-family, duplex, multi-family, mixed-use and accessory dwelling units) to allow for greater diversity.
- 1-1.2. Promote and encourage additional senior housing. Utilize the findings from the Eagle County Housing Needs Assessment to determine what regulations are needed, what the demand is, and appropriate locations for senior housing.
- 1-1.3. Stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures. Collaborate with community partners and the private sector to expand the reach of Eagle's workforce housings efforts.
- 1-2.5. Provide opportunities for a balanced mix of housing and services to support local businesses, employees, residents and visitors.
- 1-2.6. As development occurs, ensure the Town's overall mix of land uses remains aligned with community goals.
 - Taken all together, the above polices note the importance of a strong mix of housing types, including opportunities for workforce and senior housing. The update to the plan would be consistent with the above as it encourages more flexibility in housing types.

Actions:

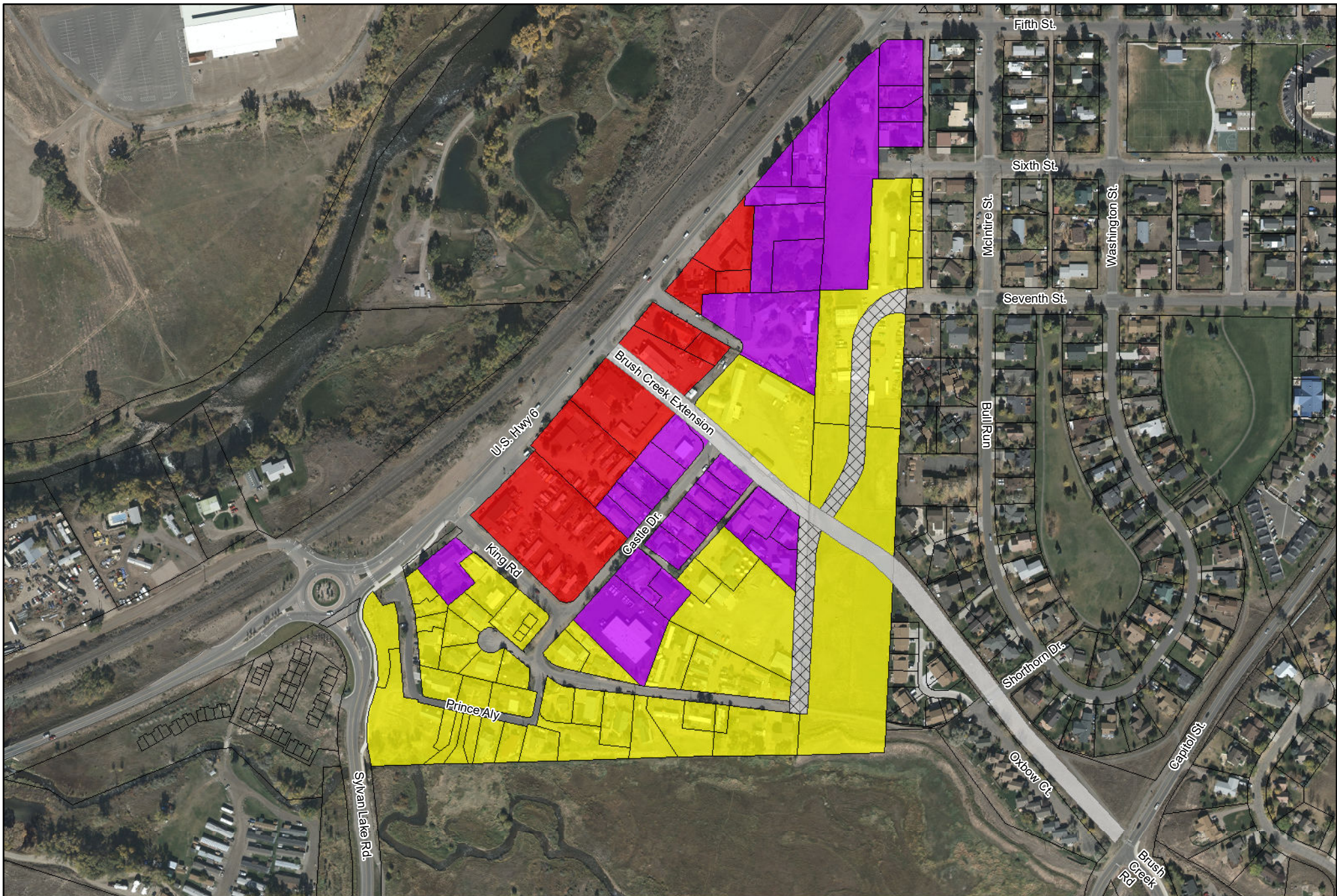
- 1.4. Update/amend the West Eagle Sub Area Plan after the Highway 6 Study and Brush Creek Road Extension.
 - A more comprehensive overhaul of the West Eagle Sub Area plan will come after the Corridor Study and the Brush Creek Road Extension design phase; to integrate what we have learned from those projects into the Sub Area Plan. Public outreach will be a part of this plan update as well. The current amendment is much more narrowly focused to update the FLUM and land use categories for the County properties.

RECOMMENDED ACTION OR PROPOSED MOTION:

Move to approve Resolution No. 29, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Ratifying the Amendment of the West Eagle Sub Area Plan".

ATTACHMENTS:

- Resolution 29, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Ratifying the Amended West Eagle Sub Area Plan"
- Exhibit A – WESAP Amended Future Land Use Map from Eagle County (2021)
- Exhibit B – WESAP Amended Future Land Use Designations (2021)
- Exhibit C – Eagle County Conceptual Plan (2016)
- [2011 Adopted West Eagle Sub Area Plan {LINK}](#)



West Eagle Sub Area Plan Future Land Use Map Amended March 2021

- | | | |
|--|--|--|
| Commerical | Residential | Potential ROW |
| Mixed Use | Proposed ROW | Parcel Boundary |


1 inch = 350 feet
0 255 510
Feet

This map was created by the Eagle County GIS Department.
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 contained herein.



1. COMMERCIAL

This is a corridor where the Town encourages redevelopment that takes advantage of exposure to significant traffic volumes on Highway 6. This area is also located along the ECO regional transit bus route.

Development of land within the Commercial land use designation should have commercial uses on the first floor. *Commercial uses encouraged by the Town include retail, restaurant, commercial services, offices, auto-oriented businesses such as restaurants with drive-throughs and lodging/hotels. Such Commercial uses should support, and not compete, with Broadway businesses* (Amended March 2021). Use of upper floor(s) can be commercial or residential depending on market demand. Transit Oriented Development, which allows for commercial with higher residential densities, is encouraged along this corridor. Buildings, including those with three story components, with appropriate setbacks and design features that address massing, access, and civic spaces, are viable options to be considered.

Any redevelopment along this corridor shall comply with the Highway 6 Design Guidelines.

2. MIXED USE

Development of land within the Mixed Use designation is permitted to be either commercial or residential. The mixing of uses may be either vertical, in buildings where commercial is on the ground floor and residential is located above, or horizontal, where a residential building and a commercial building are located on the same lot or next to each other on an adjacent lots. Commercial land uses generally allowed include commercial services, and



Figure 20: Then and now. What was previously a gas station and a convenience store in the past has been recently converted into a BBQ restaurant.

offices including medical and professional services. On the northwest side of Castle Drive residential development that also includes working studios and shops for craftspeople is permitted within the Mixed Use designation.

In all proposals for mixed use development, and particularly if artisan/craft uses are requested, mitigation measures must be included in the building design to ensure that impacts such as noise, vibration, dust, and odors are appropriately mitigated.

3. RESIDENTIAL

Residential development on the eastern edge of the West Eagle Neighborhood



Figure 21: There are stable and attractive single-family homes throughout the West Eagle Area.

should generally act as a transition between lower existing residential densities to the east and higher residential densities otherwise permitted within this Residential designation to the west. Building form, type and massing should complement rather than contrast with the existing residential buildings adjacent to the east. Maximum height of buildings located along this boundary should be two stories. Buildings located on lots adjacent to existing residential uses should provide functional yards on their eastern sides to assist in this transition.

On land located within this land use designation adjacent to the Eagle Ranch Open Space, building design should complement rather than contrast with the existing single family units in this area. The design of these buildings should also be integrated into the topography and provide an attractive transition between the natural open space to the south and the higher density development permitted to the north.

Development of land in the more centrally located portions of this land use category is allowed at higher residential densities typically found in two and three story town house, condominium, or rental apartment buildings. Orientation of these buildings should be to the street with well-screened parking generally located to the rear of the building. Development at these

higher densities should be planned and designed with attention to building massing relationships, the provision of solar access, and the creation of attractive civic spaces.

4. PARK SPACE

This designation is for the creation of a leisure-oriented passive park space designed primarily for sitting and enjoying the spectacular views to the south and southeast.

Grading improvements to this property are encouraged to maximize its usability. A direct extension of the bike path from this new park in the West



Figures 22 and 23: Winter and Summer views of Brush Creek Park is predominant from much of the West Eagle Area.

West Eagle Planning Area

A Joint Partnership Between The Town of Eagle & Eagle County

 CenturyTele Parcel

 West Eagle Planning Area
38.9 Acres

 Eagle County Owned Property

 U.S. Forest Service Owned Property,
Future Eagle County Purchase



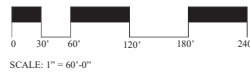
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Z E H R E N AND ASSOCIATES, INC.
 ARCHITECTURE PLANNING INTERIORS LANDSCAPE ARCHITECTURE
 PO BOX 1976, Avon, Colorado (970) 949-0257 F. (970) 949-1080 www.zehren.com



Conceptual Master Plan
 Illustrative Plan / Aerial Image Overlay
 May 31, 2016



8



DEVELOPMENT SUMMARY:

- (24) Stacked Flats
- (27) Townhomes
- (16) Small Bungalows
- (11) Single Family Lots

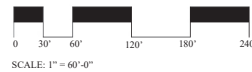
78 Dwelling Units Total

Total Area: 8.84 acres
Density: 8.8 d.u. / acre

- Parks, Gardens, and Open Space
1.7 Acres (approx 19% of total area)



Z E H R E N AND ASSOCIATES, INC.
ARCHITECTURE PLANNING INTERIORS LANDSCAPE ARCHITECTURE
PO Box 1976, Avon, Colorado (970) 949-0257 F. (970) 949-1080 www.zehren.com



Conceptual Master Plan

Property Land Use Diagram

May 31, 2016



9

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 29
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
RATIFYING THE AMENDMENT OF THE WEST EAGLE SUB AREA PLAN

WHEREAS, pursuant to C.R.S. § 31-23-206, it is the duty of the Planning and Zoning Commission (the "Commission") to make and adopt a comprehensive plan, also known as a master plan, for the physical development of the municipality, including any areas outside its boundaries, which in the Commission's judgment bears relation to the planning of the Town;

WHEREAS, the adopted Elevate Eagle Comprehensive Plan (2020) defers to certain Sub Area Plans, such as the West Eagle Sub Area Plan (2011) and allows for periodic amendment of such plans;

WHEREAS, on March 16, 2021, the Commission held a properly-noticed public hearing on the West Eagle Sub Area Plan (2021 Amendment) and approved the West Eagle Sub Area Plan (2021 Amendment) with modifications; and

WHEREAS, the Town Council wishes to ratify the Commission's approval of the West Eagle Sub Area Plan (2021 Amendment) with modifications.

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

Section 1. The Commission's adoption of the West Eagle Sub Area Plan (2021 Amendment) with modifications is hereby ratified.

INTRODUCED, READ, PASSED AND ADOPTED ON MARCH 23, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jessica Lake, Planner I, Community Development Department

Date: March 23, 2021

Agenda Item: PUDA20-01 Haymeadow PUD Amendment

REQUEST: Request to Continue file #PUDA20-01 until April 27, 2021. The project includes two requests for a major Planned Unit Development (PUD) amendment within the Haymeadow development. 1) Request to swap the School Land portion of Tract E with multi-family housing and to allocate a different parcel for a future school site. 2) Request to renovate an existing cabin currently located in open space to the East of Neighborhood D as an event space and to swap this open space parcel with land equal in size and desirability.

INTRODUCTION:

On March 2, 2021 the Planning and Zoning Commission opened file #PUDA20-01, heard presentations from the applicant and staff, asked questions and took public comment. A decision was made to continue PUDA20-01 to April 6, 2021 in order for staff to gain additional technical reports from the applicant and to allow for P&Z discussion of both requests. Staff is requesting a continuance of the Public Hearing until April 27, 2021 in order for P&Z to review new materials, have discussion, take additional public comment and make a recommendation(s) to Council.

ANALYSIS:

Staff will provide a full analysis of the request and applicable code sections at the April 27, 2021 public hearing.

COMMUNITY INPUT:

Staff has received significant public comment, all public comments received will be available to Council ahead of the April 27, 2021 public hearing.

BUDGET / STAFF IMPACT:

No impact to the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Staff will provide an analysis of the Strategic Plan alignment for both requests at the April 27, 2021 public hearing.

RECOMMENDED ACTION OR PROPOSED MOTION:

Move to Continue the Haymeadow PUD Amendment file #PUDA20-01 until April 27, 2021.

ATTACHMENTS: None.



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: March 23, 2021

Agenda Item: Ordinance No. 3, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Providing for a Utility as an Enterprise of the Town Under Article X, Section 20 of the Colorado Constitution"

REQUEST:

Staff requests that the Town Council review an ordinance establishing a Utility Enterprise to combine wastewater and broadband activities.

INTRODUCTION:

On March 9, staff presented draft ordinances associated with the municipal broadband initiative. The purpose was to solicit feedback from the Town Council on policies that are scheduled for a future meeting and to request moving forward with the Utility Enterprise ordinance. The Town is involved in broadband activities and staff recommended moving forward with the ordinance to streamline the accounting and project planning currently underway. Based on the discussion, the Town Council directed staff to bring back the Utility Enterprise ordinance for consideration. The ordinance is attached to this memo.

ANALYSIS:

Utility Enterprise Ordinance

This ordinance expands the Wastewater Enterprise to include the Broadband System and establishes the Utility Enterprise. All wastewater revenues and contractual obligations before passing this ordinance will remain the same. The Utility Enterprise will own, operate, and maintain wastewater and broadband infrastructure. All other provisions associated with TABOR will apply to the newly created Utility Enterprise, including the ability to issue revenue bonds.

The Town has already engaged in Broadband System activities and will begin to generate revenues before bonding and completing the system buildout. Tracking and accounting for revenues and expenses will be easier while the Town finalizes bank financing. The banks are requiring the Town to combine these activities for financing. If the Town Council doesn't approve municipal broadband financing or is unable to receive financing, the ordinance can easily be deleted or modified.

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is no staff or budget impact in the review of this proposal.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following business values and goals in the new Strategic Plan:

Match Infrastructure to Quality of Life -Develop and implement broadband solutions is a strategic goal established by the Town Council, and this is the first step in achieving the desired results. The Utility Enterprise will support bank financing as well as designate the Broadband System as an official enterprise activity.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Ordinance No. 3, Series 2021, "An Ordinance of the Town of Eagle, Colorado Providing for a Utility Enterprise as an Enterprise of the Town Under Article X, Section 20 of the Colorado Constitution"

ATTACHMENTS:

- Ordinance No. 3, Series 2021

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 3
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
PROVIDING FOR A UTILITY ENTERPRISE AS AN ENTERPRISE OF THE TOWN UNDER
ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION

WHEREAS, the Town of Eagle, Colorado (the ***“Town”***) is a “home rule” city pursuant to Article XX of the Constitution (the ***“Constitution”***) of the State of Colorado (the ***“State”***); and

WHEREAS, the Town has all powers as a home rule city under State law; and

WHEREAS, pursuant to the Town’s Home Rule Charter (the ***“Charter”***), which serves as the organic law of the Town as to all local matters, the Town has and may exercise with regard to all utilities, public services, and franchises, including water and water rights and acquisition thereof and bonded indebtedness in connection therewith, all municipal authority and functions now existing and that may be hereafter provided by the Colorado Constitution and Colorado Revised Statutes; and

WHEREAS, the Town is authorized, pursuant to Article X, Section 20 of the Colorado Constitution (***“TABOR”***), to establish one or more enterprises, as defined by TABOR, each such enterprise being authorized to issue its own revenue bonds, but provided that each such enterprise receives under 10% of its annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, the Town has historically provided certain water, wastewater, and stormwater services by means of an enterprise; and

WHEREAS, the Town Council of the Town of Eagle, Colorado (the ***“Council”***), has determined, in order to better provide certain services and operate certain government business, it would be in the best interests of the Town and its residents to operate a utilities enterprise (the ***“Utility Enterprise”***), with such Utility Enterprise authorized from time to time by ordinance adopted by the Council to operate certain utility activities owned by the Town, which utility activities may include, but are not limited to, as the Town may undertake from time to time, the diversion, storage, carriage, delivery, distribution, collection, treatment, use, reuse, augmentation, exchange or discharge of electricity, water, wastewater, fiber optics, or storm drainage services, and the acquisition of electricity and water or water rights, all in accordance with the applicable provisions of State law, the Charter, and the Town’s Code of Ordinances (the ***“Code”***); and

WHEREAS, the Council has further determined that it would presently be in the best interests of the Town to establish under the Utility Enterprise a separate Broadband Fund (the ***“Broadband Fund”***), through which the Town would own and operate certain fiber optic and related and necessary facilities, incidentals, and appurtenances, for the purpose of serving areas

within and outside the limits of the Town with broadband internet access (the ***“Broadband System”***); and

WHEREAS, the Council intends that the Broadband System be operated as an enterprise, as defined by TABOR, so as to exclude it from the application of Article X, Section 20 of the Constitution; and

WHEREAS, the Council has further determined that it would presently be in the best interests of the Town to operate the Town’s existing wastewater system, consisting of a sewage treatment and disposal plant and facility, certain sewage collection and outfall lines, and necessary incidentals and appurtenances thereto, for the purpose of serving areas within and outside the limits of the Town (the ***“Wastewater System”***), currently owned and operated by the Town as a TABOR enterprise (the ***“Wastewater Enterprise”***), by and through the Utility Enterprise as a separate Wastewater Fund (the ***“Wastewater Fund”***); and

WHEREAS, the Council intends that the Wastewater System be operated as an enterprise, as defined by TABOR, so as to exclude it from the application of Article X, Section 20 of the Constitution; and

WHEREAS, to effect the establishment and operation of the Utility Enterprise, the Council has determined that it is most efficient and effective to modify and expand the purposes of the Wastewater Enterprise to comprise the ownership and operation of both the Wastewater System and the Broadband System as of the Effective Date (as defined below), and such other systems as may be included within the Utility Enterprise following the Effective Date by ordinance of the Council;

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

Section 1. Definitions. Unless the context specifically indicates otherwise, as used in this Ordinance, the following words and phrases shall have the following meanings:

“Effective Date” means March 23, 2021.

“Grant” means any direct cash subsidy or other direct contribution of money from the State or any local government in Colorado which is not required to be repaid. The term ***“Grant”*** does not include:

(a) any indirect benefit conferred upon the Utility Enterprise from the State or any local government in Colorado;

(b) any revenues resulting from rates, fees, assessments, or other charges imposed by the Utility Enterprise for the provision of goods or services by the Utility Enterprise; or

(c) any federal funds, regardless of whether such federal funds pass through the State or any local government in the State prior to receipt by the Utility Enterprise.

“Infrastructure” means any and all infrastructure and facilities, including administrative facilities, owned or operated by the Town solely in the operation of the Utility Activity, and specifically includes Infrastructure for the Wastewater System (***“Wastewater Infrastructure”***) and the Broadband System (***“Broadband Infrastructure”***).

“Utility Activity” includes, but is not limited to, the diversion, storage, carriage, delivery, distribution, collection, treatment, use, reuse, augmentation, exchange or discharge of wastewater and fiber optics, all in accordance with the applicable provisions of State law, the Charter, and the Code, and specifically includes the Wastewater System and the Broadband System. The scope of the Utility Activity may be expanded from time to time to include such other utility activity as the Council may determine from time to time by Ordinance.

“Utility Enterprise” means the Utility Activity business owned by the Town, which business receives under 10% of its annual revenues in Grants from all State and local governments combined and is authorized to issue its own revenue bonds pursuant to this Ordinance or other applicable law.

Section 2. Utility Enterprise. As of the Effective Date, the purposes of the Wastewater Enterprise are modified and expanded to include all Utility Activity, and the Wastewater Enterprise is and shall on and after the Effective Date be and be known as the Utility Enterprise; provided, however, that each and every asset owned and all fees and revenues earned or received through the Effective Date by the Wastewater Enterprise are and shall from and after the Effective Date remain dedicated solely to the operation of the Wastewater System. All obligations of the Wastewater Enterprise as of the Effective Date, whether contractual or otherwise, shall remain and continue from and after the Effective Date and be satisfied by the Utility Enterprise. In addition to any of the powers it may have under the applicable provisions of State law and the Charter, the Utility Enterprise shall have the following powers to be exercised in accordance with applicable provisions of State law and the Charter:

- (a) to acquire by gift, purchase, lease, or exercise of the right of eminent domain, to construct, to reconstruct, to improve, to better, and to extend Wastewater Infrastructure and Broadband Infrastructure, wholly within or wholly without or partially within and partially without the boundaries of the Town, and to acquire in the name of the Town by gift, purchase, or the exercise of the right of eminent domain lands, easements, and rights in land in connection therewith;
- (b) to operate and maintain Wastewater Infrastructure and Broadband Infrastructure for its or the Town’s own use and for the use of public and private consumers and users within and without the territorial boundaries of the Town;

- (c) to accept federal funds under any federal law in force to aid in financing the cost of engineering, architectural, geological, hydrological, or economic investigations or studies, surveys, designs, plans, working drawings, specifications, procedures, or other action preliminary to the construction, operation, or remediation of Wastewater Infrastructure and Broadband Infrastructure;
- (d) to accept federal funds under any federal law in force for the construction, operation, or remediation of Wastewater Infrastructure and Broadband Infrastructure;
- (e) to enter into joint operating agreements, contracts, or arrangements with consumers concerning Utility Activity and related Infrastructure, whether acquired or constructed by the Utility Enterprise or the consumer, and to accept grants and contributions from consumers for the construction of Wastewater Infrastructure and Broadband Infrastructure;
- (f) to prescribe, revise, and collect in advance or otherwise, from any consumer served by the Utility Activity, rates, fees, rents, and charges or any combination thereof for the services furnished by, or the direct or indirect connection with, Wastewater Infrastructure and Broadband Infrastructure; and in anticipation of the collection of revenues of such Utility Activity and Wastewater Infrastructure and Broadband Infrastructure or any joint system, to issue revenue bonds to finance in whole or in part the cost of acquisition, construction, reconstruction, improvement, betterment, or extension of Wastewater Infrastructure and Broadband Infrastructure;
- (g) to pledge to the punctual payment of said bonds and interest thereon all or any part of the revenues of the Wastewater Infrastructure and Broadband Infrastructure and Utility Activity, including the revenues of improvements, betterments, or extensions thereto thereafter constructed or acquired, as well as the revenues from existing Wastewater Infrastructure and Broadband Infrastructure;
- (h) to enter into and perform contracts and agreements with other governmental entities and Utility Activity enterprises for or concerning the planning, construction, lease, or other acquisition and the financing of Wastewater Infrastructure and Broadband Infrastructure and the maintenance and operation thereof;
- (i) to make all contracts, execute all instruments, and do all things necessary or convenient in the exercise of the powers granted in this Ordinance or elsewhere in State law, or in the performance of its covenants or duties, or in order to secure the payment of its bonds if no encumbrance, mortgage, or other pledge of property, excluding any pledged revenues, of the Utility Enterprise or the Town is created thereby, and if no property, other than money, of the Utility Enterprise or

the Town is liable to be forfeited or taken in payment of said bonds, and if no debt on the credit of the Town is thereby incurred in any manner for any purpose; and

- (j) to issue refunding bonds pursuant to this Ordinance or other applicable law to refund, pay, or discharge all or any part of its outstanding revenue bonds issued under this Ordinance or under any other law, including any interest thereon in arrears or about to become due, or for the purpose of reducing interest costs, effecting a change in any particular year or years in the principal and interest payable thereon or effecting other economies, or modifying or eliminating restrictive contractual limitations pertaining to the issuance of additional bonds or to any Wastewater Infrastructure and Broadband Infrastructure.

Section 3. Revenue Bonds.

- (a) In accordance with and through the provisions of this Ordinance, and subject to all applicable provisions of State law, the Charter, and the Code, the Utility Enterprise, through its governing body, is authorized to issue bonds or other obligations payable solely from the revenues derived or to be derived from the functions, services, benefits, or facilities of the Utility Enterprise or from any other available funds of the Utility Enterprise. Such bonds or other obligations shall be authorized by ordinance, adopted by the governing body of the Utility Enterprise in the same manner as other ordinances of the Town. Such bonds or other obligations may be issued without voter approval; provided that, during the fiscal year of the Town preceding the year in which the bonds or other obligations are authorized, the Utility Enterprise received under 10% of its annual revenue in grants or, during the current fiscal year of the Town, it is reasonably anticipated that the Utility Enterprise will receive under 10% of its revenue in grants. Nothing in this Ordinance shall be construed so as to require voter approval where such approval is not otherwise required by the Constitution and laws of the State or the Charter.
- (b) The terms, conditions, and details of said bonds, or other obligations, and the procedures related thereto shall be set forth in the ordinance authorizing said bonds or other obligations and shall, as nearly as may be practicable, be substantially the same as those provided in the Charter for bonds or other obligations of the Town. Said bonds, or other obligations may be sold at public or private sale in accordance with the provisions of the Charter. Each bond, note, or other obligation issued under this Ordinance shall recite in substance that said bond, note, or other obligations, including the interest thereon, is payable from the revenues and other available funds of the Utility Enterprise pledged for the payment thereof. Notwithstanding any other provision of law to the contrary, such bonds or other obligations may be issued to mature at such times as are authorized by the Charter, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, all as shall be determined by the

governing body of the Utility Enterprise. Notwithstanding anything in this Ordinance to the contrary, the governing body of the Utility Enterprise may delegate to enterprise officials, in accordance with the Supplemental Public Securities Act, Colorado Revised Statutes Section 11-57-201 et seq., the ability to make such determination as set forth in Colorado Revised Statutes Section 11-57-205 (or such amended or replacement statute thereof), subject to such parameters as the governing body of the Utility Enterprise shall prescribe. The powers provided in this Ordinance to issue bonds, or other obligations are in addition and supplemental to, and not in substitution for, the powers conferred by any other law, and the powers provided in this Ordinance shall not modify, limit, or affect the powers conferred by any other law either directly or indirectly.

- (c) Any pledge of revenue or other funds of the Utility Enterprise shall be subject to any limitation on future pledges thereof contained in any ordinance of the governing body of the Utility Enterprise or of the Town authorizing the issuance of any outstanding bonds or other obligations of the Utility Enterprise or the Town payable from the same source or sources. Bonds or other obligations, separately issued by the Town and the Utility Enterprise, but secured by the same revenues or other funds shall be treated as having the same obligor and as being payable in whole or in part from the same source or sources.

Section 4. No Authority to Tax. The Utility Enterprise shall have no authority to levy, collect, or use in its operations taxes, whether sales taxes, use taxes, or ad valorem taxes; provided however, that the Utility Enterprise may receive less than 10% of its revenues in grants (including taxes) from all Colorado state and local governments combined.

Section 5. Governing Body. For all purposes under the Charter and the Constitution, the governing body of the Utility Enterprise shall be the Council.

Section 6. Ratification. All actions heretofore taken by the Town and by the officers thereof not inconsistent with the provisions of this Ordinance toward recognizing and confirming the Utility Enterprise as an “enterprise” under TABOR are hereby ratified and confirmed.

Section 7. 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 8. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON MARCH, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: March 23, 2021

Agenda Item: Town Council Committee Appointments

REQUEST: The Council is requested to choose appointees for the following committees: CML Legislative Committee, Compact of Colorado Communities, the Eagle County Climate Action Collaborative, and Grand Avenue Corridor Stakeholder Committee.

BACKGROUND: The four committees will need at least one appointee, with the Grand Avenue Corridor Stakeholder Committee previously having two council members assigned.

ANALYSIS: The CML Policy and Legislative Committee is a standing committee that develops the League's legislative program. The membership is composed of representatives from each member municipality, CML sections, and district presidents. [Read about the League's policy development process.](#) The next meeting will take place in June 2021. This committee appears to meet about four times per year.

[The Compact of Colorado Communities](#) is a state group of the [Association of Climate Change Officers](#). The Committee's objectives are to drive local solutions and seek preparedness and resilience initiatives, clean energy projects, transportation, and mobility solutions, job creation and economic development, and public awareness and engagement campaigns. The appointee will provide updates to the Council on policy decisions related to those initiatives. There does not appear to be a meeting schedule associated with this appointment, and will likely serve as an information resource membership.

[The Eagle County Climate Action Collaborative](#) will be the Town stakeholder representative who will work on the [community-wide action plan](#) that helps to guide greenhouse gas emission reductions. This group meets regularly to implement the goals and strategies recommended in the Plan. There are 30 stakeholders in the group which includes government and charitable organizations.

[The Grand Avenue Corridor Stakeholder Committee](#) meets monthly regarding the Grand Avenue Corridor Study and is facilitated by Town Staff. Current members are Martha Miller, Chair, Tony Powell, Vice-Chair, Jamie Harrison, Secretary, Dan Brown, Shane Dickman, Anne McKibben, Kristen Miller, Kevin Sharkey, and Kim Bradley. This committee previously had two Council appointees assigned to it. Meetings are generally held once a month.

COMMUNITY INPUT: None Required.

BUDGET / STAFF IMPACT: The Council has a travel budget of \$1,000.00 if expenses are incurred while attending meetings.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Council committees provide insight, inspiration, and collaboration that supports virtually all of the Town's objectives and strategic goals.

RECOMMENDED ACTION OR PROPOSED MOTION: Council Members interested in these committees should review the information in the links provided for each committee. The Council should then reach a consensus on the appointees. The Resolutions will be updated with the names of Council Members before the Mayor's signature.

ATTACHMENTS:

1. Board Committees 2

EAGLE TOWN COUNCIL COMMITTEES

Organization Name	Member	Member2	Member3	Term
Board Policy Committee	Matt Solomon	Andy Jessen		Until Replaced
CML Policy and Legislative Committee	Andy Jessen			Until Replaced
Compact of Colorado Communities	Andy Jessen			Until Replaced
Eagle County Climate Action Committee	Andy Jessen	Adam Palmer		Until Replaced
Eagle County Housing and Developmment Authority Advisory Committee (ECHDA)	Bret Hooper	Dominic Mauriello		By Resolution
Eagle Ranch Housing Corporation	Ellen Bodenhemier	Scott Turnipseed	Grant Murphy	2022 By Resolution (two year terms even years)
Eagle Recreation Facility Advisory Corporation Board	Brandy Reitter	Dennis Wike		Town Manager and Town Engineer
Eagle River Park Citizens Committee	Matt Solomon			Until Replaced
Eagle River Park Steering Committee	Matt Solomon	Andy Jessen		Until Replaced
ECO Transit Advisory Board		Scott Turnipseed		By Resolution
Economic Vitality Commission Town of Eagle	Scott Turnipseed	David Gaboury		Until Replaced
Grand Avenue Corridor Stakeholder Committee	Andy Jessen	Adam Palmer		Until Replaced
Lower Basin Water Treatment Plant/Town Staff	David Gaboury	Scott Turnipseed		Until Replaced
Downtown Development Authority	David Gaboury			Until Replaced
MEAC	Scott Turnipseed			Until Replaced
NWCCOG	Matt Solomon	Brandy Reitter		January Annually
Open Space and Recreation Advisory Committee	Ellen Bodenhemier			Until Replaced
Vail Valley Partnership Economic Advisory	David Gaboury			Until Replaced

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 25
(SERIES 2021)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING _____ TO THE CML POLICY AND LEGISLATIVE
COMMITTEE

WHEREAS, the Town of Eagle is a member of the Colorado Municipal League (CML);

WHEREAS, CML supports cooperation among local, state, and federal officials to provide a strong partnership with Colorado's cities and towns.

WHEREAS, The Town of Eagle wishes to appoint a stakeholder member to the Policy and Legislative Committee to review or submit proposals and items related to policy positions that support the Policy Statement that guides the CML Executive Board, Policy Committee, and advocacy team during the legislative session; and

WHEREAS, _____ has expressed interest to serve on this Committee.

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

Section 1. That _____ be appointed to the CML Policy and Legislative Committee and shall serve until replaced.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on _____.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 26
(SERIES 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING _____ TO THE COMPACT OF COLORADO
COMMUNITIES

WHEREAS, The Town of Eagle has been a stakeholder in the Colorado Compact of Communities to collaboratively work on climate action planning; and

WHEREAS, The Town of Eagle supports the Compact of Colorado Communities objectives and plans to drive local solutions which include preparedness and resilience initiatives, clean energy projects, transportation and mobility solutions, job creation and economic development and public awareness and engagement campaigns; and

WHEREAS, _____ has expressed interest to serve on this Committee.

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

Section 1. That _____ be appointed to the Compact of Colorado Communities and shall serve until replaced.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on _____.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 27
(SERIES 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING _____ TO THE EAGLE COUNTY CLIMATE ACTION
COLLABORATIVE AND _____ AS AN ALTERNATE

WHEREAS, The Town of Eagle is a stakeholder with Eagle County to collaboratively work on a community-wide climate action plan to help guide greenhouse gas emission reductions into the future; and

WHEREAS, The Town of Eagle supports the Climate Action Plan for the Eagle County Community; and

WHEREAS, _____ has expressed interest to serve on this committee.

WHEREAS, _____ has expressed interest to serve as an alternate on this committee.; and

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

Section 1. That _____ be appointed to the Eagle County Climate Action Collaborative and shall serve until replaced.

Section 2. That _____ be appointed as an alternate to the Eagle County Climate Action Collaborative and shall serve until replaced.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on _____.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 28
(SERIES 2021)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING _____ AND _____ TO THE GRAND AVENUE
CORRIDOR STAKEHOLDER COMMITTEE

WHEREAS, On October 13, 2020, the Town Council awarded Zehren and Associates the contract to conduct a Grand Avenue Corridor Study; and

WHEREAS, The 2020 Town Council Strategic Plan identifies Transparency and Community Engagement as a guiding principle; and

WHEREAS, The Grand Avenue Corridor Study is one of the strategic priorities of the Town in 2021; and

WHEREAS, _____ and _____ have expressed interest to serve on this Committee.

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

Section 1. That _____ and _____ shall be appointed to the Grand Avenue Corridor Stakeholder Committee and shall serve until replaced.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on _____.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Bill Shrum, Assistant Town Manager

Date: March 23, 2021

Agenda Item: Community Survey Budget Funding Request.

REQUEST: Staff is requesting the Council review the memo below outlining a proposed budget amendment to reallocate \$7,047 within the Town Council Department (General Fund) from *Special Council Funding* to *Professional Services* for additional multicultural outreach for the Community Survey and to cover the original budget shortfall.

INTRODUCTION:

The Community Survey is an important and ongoing program to gather perspective and feedback from the community on their quality of life, use of civic services, economic, recreational, social aspirations, and livelihood. The last Community Survey was completed in 2013 and helped inform Town of Eagle policy for future years. In 2020, staff reached out to multiple professional service providers and received written estimates to conduct a Community Survey in Winter, 2021.

ANALYSIS:

One Community Survey objective was to improve outreach to multicultural community members in Eagle. A 2020 Community Profile Report from the State of Colorado Demography Office shows that roughly 18.8% of the population in Eagle is Hispanic.

Staff has assisted with intentional outreach efforts led by the Economic Vitality Committee and Community Builders, and we have received a proposal for multicultural outreach to be facilitated by the Eagle Valley Community Foundation. The proposal calls for ads in the Spanish-language section of the local newspaper, ads and placements on Spanish-speaking radio, print copies of the survey, and in-person distribution and assistance with the survey at locations around Eagle frequented by multicultural residents. The cost for these services is estimated to be \$1,167. The Town has also had to contract with local providers to translate the survey into Spanish, spending an additional \$390.

The approved budget amount for all Community Survey expenses was \$20,000 in *Professional Services*. Staff failed to update the final budget to include the following:

- Additional \$4,875 from final quote submitted by Community Builders for \$24,875 (*attached*)
- \$615 for advertising the survey in a utility mailing

The total budget amendment proposed to cover all Community Survey expenses and the proposed additional outreach is \$7,047.

Options:

1. **Budget Amendment:** The \$7,047 may be transferred from one budget line item to another, within the same department, without requiring an ordinance. Since the Community Survey has been a project of the Economic Vitality Committee and there is discretionary spending of \$100,000 for economic development under *Special Council Funding*, staff recommends making a transfer from *Special Council Funding* to *Professional services* as outlined below.

ACCOUNT TITLE	Original Budget		Proposed Amendment		NOTES
	TOTAL	DETAIL	TOTAL	DETAIL	
PROFESSIONAL SERVICES	22,000			615	Utility Mailing for Community Survey
				390	Survey Translation Cost
				1,167	Multicultural Community Outreach - ads/ facilitation
		20,000		24,875	Community Survey
		2,000	29,047	2,000	TC Strategic Plan Update
SPECIAL COUNCIL FUNDING	185,000	100,000		92,953	Economic Development for DDA & EVC
		60,000		60,000	Eagle Bucks Voucher Program
					Potential Donation for Tobacco Tax Education Program
		25,000	177,953	25,000	
TOTAL	207,000	207,000	207,000	207,000	

2. **Supplemental Budget Appropriation:** If Council would like all department budgeted line-item amounts to be maintained but would like to fund the additional expenditures and increase the overall budget by \$7,047, then a supplemental budget appropriation would be required. Supplemental appropriations require public notice, Town Council approval, and submittal to the State.
3. **Not move forward with additional funding:** If the Town Council chooses not to use any additional funding for the survey, the Town will not provide additional outreach to multicultural communities, shorten the length of our planned monthly survey follow ups, and remove debrief meetings from the planned scope of work to meet the budgeted amount.

COMMUNITY INPUT:

The Economic Vitality Committee members have been involved in our multicultural outreach and support funding this additional expense. The Economic Vitality Committee as a whole has not been made aware of this shortfall, as it was only discovered Monday, March 15.

BUDGET / STAFF IMPACT:

The budget impact would be net neutral with option 1, adjust the budget upwards by \$7,047 with option 2, or remain constant with option 3.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Increasing the multicultural outreach of the Community Survey and delivering the fully planned scope of work advances the Town's Strategic Goal of Transparency and Community Engagement by investing in a Community Survey that is more inclusive and representative of our community than the current survey response.

RECOMMENDED ACTION OR PROPOSED MOTION:

The Council has three options on how to proceed with the funding request:

1. Motion to **approve** a Budget Amendment of \$7,047 from *Special Council Funding* line item to *Professional Services* line item, within the Town Council Department for use towards the Community Survey and multicultural outreach effort.
2. Request Staff include \$7,047 in additional funding for the community Survey and multicultural outreach efforts in the next Supplemental Budget Appropriation brought to Town Council.
3. Motion to **deny** an additional \$7,047 in funding for the Community Survey.

ATTACHMENTS:

- CB – Eagle Dashboard Proposal V02.pdf

With the sudden economic realities of the COVID-19 global pandemic, it is now more important than ever for local governments to measure, monitor, and make publicly available to the community timely information about key economic trends and issues. Especially when regularly updated with recent information that compares and contrasts current economic data with past years, an online Economic Dashboard can provide a powerful tool for communities to both inform the wider public, and assist local leaders conduct better informed dialogue and decision-making. Community Builders proposes to assist the Town of Eagle with the development, hosting, and maintenance of an online Economic Dashboard to help local leaders and community members better understand key issues and track progress on Eagle's path to a more vibrant, prosperous local economy.

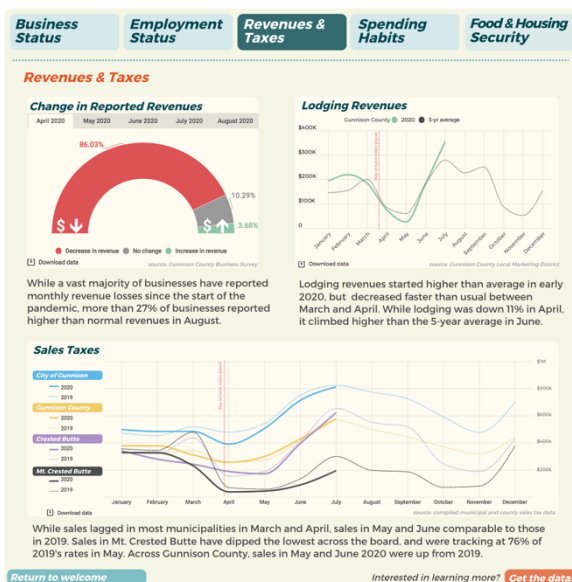
At the onset of the project, Community Builders proposes to work with the Town, Economic Vitality Committee, and others to develop a larger, more robust community survey. This expanded survey will offer the Town the opportunity to ask deeper and more informed questions to the community, gathering data well beyond what will be used for the Economic Dashboard. This survey will also be developed through an involved and facilitated process in order to ask questions that are useful, relevant, and geared towards informing local decision making.

Because data is only as good as the story it tells, Community Builders will work with the Economic Vitality Committee and other key stakeholders and local leaders to develop a dashboard system that is clear, compelling, and geared towards unearthing the trends and stories beneath the data. This dashboard will be fueled by a blend of existing local and regional data (unemployment, sales taxes / revenues, etc), as well as timely custom data generated through a recurring monthly community survey. Community Builders will guide the Economic Vitality Committee and other key stakeholders through a series of facilitated discussions and exercises in order to design a recurring survey and dashboard system that is compelling and useful for contributing to decision making, as well as for keeping the broader community updated and informed.

For easier reporting, the dashboard will be designed to easily exported as a .pdf document and delivered to key stakeholders each month. This allows the dashboard to not only exist as an interactive web feature, but to also be inserted into reports or grant applications, printed for meetings, or other more static uses.

As the data takes shape over time, Community Builders would like to conduct a quarterly "State of the Data" workshop for local leaders and others to engage in a facilitated conversation about trends, their perceived meanings, and the stories behind them.

Gunnison Valley Economic Recovery Dashboard



<< The Gunnison Valley Economic Recovery Dashboard

For scale, the Gunnison dashboard contains 7 pages and 16 visualizations (three visuals on one page pictured to the left). For simplicity, ease of use, and budget, Community Builders proposes the Town of Eagle Dashboard to contain closer to 5 pages, and up to 10 data visuals.

Activity 1: Concept Development

Refine project goals, approach, team, and roles to set up for a successful project.

Tasks

Task 1.1: Project Management Kick-offs & Concept Refinement.

Facilitate a series of project kick-off meetings with internal project management team in order to define project goals, clarify roles & responsibilities, refine scope and approach, and help to expand project leadership team, as needed.

Deliverables

- Two project management team meetings
- Refined task list & project schedule, if changed since scoping

Activity Budget: \$805

Activity 2: Community Survey

The project will kick off with a larger Community Survey geared at helping local leaders better understand their local economy and economic issues, through the perspective of broader community participant. This survey will be developed collaboratively in partnership with leaders from the Economic Vitality Committee and other key stakeholders through a facilitated workshop led by the Community Builders team.

Tasks

Task 2.1: Facilitated Goal-Setting Online Workshop (Large Group)

CB will facilitate a goal-setting workshop with an expanded stakeholder group, including members of the Economic Vitality Team, Town staff, and other key stakeholders in order to identify goals, desired outcomes, and learning objectives for the Community Survey and Economic Dashboard.

Task 2.2: Community Survey Development (Internal – CB)

Building upon the learning objectives, goals, and key indicator metrics identified in the Facilitated Goal-Setting Workshop, CB will develop draft versions of both the expanded community survey and monthly community survey.

Task 2.3: Small Group Vetting & Refinement

CB will work with the project management team and/or other identified stakeholders to vet and refine surveys.

Task 2.4: Community Survey Creation & System Development

CB will create online and paper versions of the final survey using SurveyMonkey.

Task 2.5: Online Facilitated Session - Outreach Strategy Development

CB will work with project management team and other identified stakeholders to facilitate an outreach strategy workshop, resulting in a brief outreach action-plan for distributing the community survey. Note that CB is unable to conduct actual outreach and distribution for the survey, and will rely on the local project management team and other local stakeholders for actual outreach work.

Task 2.6: Brief Survey Results Memo

After closing the initial expanded community survey, CB will provide the Town with a brief .pdf memo containing survey results and key findings.

Task 2.7: State of the Data – Online Facilitated Discussion on Findings

CB will facilitate an online discussion of survey outcomes, findings, and key lessons learned. This online workshop may either be geared for participation from the Economic Vitality Committee, Town Staff, and other key stakeholders, or from the wider Eagle community.

Deliverables

- Online Facilitated Goal-Setting Workshop (1.5 hrs)
- Draft Community Surveys – expanded and monthly versions
- Final Expanded Community Survey – online and print versions
- Final Monthly Community Survey – online version only
- Online Facilitated Outreach Strategy Workshop (1.5 hrs)
- Brief Outreach / Distribution Action Plan
- Brief Survey Results Memo
- State of the Data Online Facilitated Discussion on Findings

Activity Budget: \$3,720

Activity 3: Dashboard Development & Launch

The online Economic Dashboard will be built to house timely-relevant information about the local economy in a format that is interactive, easy to use, and digestible for the general public. Community Builders will build the dashboard using a variety of online software, and provide the Town and partners with an embed code—allowing the dashboard to be hosted on any website of the Town's choosing, and easily updated live by CB staff without needed access to the Town's website or staff. The dashboard will also be formatted to be exported as a .pdf and printed, for use in meetings, grant applications, or reporting.

Tasks

Task 3.1: Dashboard Development

Based on the goals and learning objectives identified by stakeholders in the Goal-Setting Workshop, CB will develop a draft/beta version of the Economic Dashboard, based on the Gunnison Valley Economic Recovery Dashboard. The dashboard may contain up to 5 pages and 10 individual, interactive data visuals.

Task 3.2: Project Management Team Meetings & Review Sessions

CB will work with the project management team to vet and refine the online dashboard. Once a final version is developed, CB will provide Town staff with an embed code that may be used for embedding the dashboard on the Town website.

Deliverables

- Draft / Beta Economic Dashboard
- Final Economic Dashboard
- Embed code for Economic Dashboard

Activity Budget: \$2,070

Activity 4: Dashboard Monthly Maintenance

In order to keep the dashboard alive and updated, CB will work with the Town to provide a monthly survey and update the dashboard with new, updated information each month.

Tasks

Task 4.1: Dashboard Monthly Updating & Maintenance

Before the 1st of each month, CB will provide the Town with a shareable link for that month's survey. After the Town distributes the survey and leaves it open for an agreed-upon amount of time, CB will then close the survey and provide the Town with a short, automatically-developed .pdf report of the month's survey results. The Town may also provide CB with additional local data (tax data, real estate data, etc) as necessary for updating the dashboard. CB will then update the dashboard to reflect the new data, making note of any new trends or findings.

Task 4.2: Project Management Team Meetings & Review Sessions (monthly, as needed)

CB will hold project management team meeting with the Town and other partners and stakeholders on an as-needed basis.

Deliverables

- Monthly community survey code (12)
- Monthly community survey reports (12)
- Monthly Economic Dashboard updates (12)

Activity Budget: \$1,150 per month // \$13,800 total 1-year cost (Jan – Dec 2021)

Activity 5: Quarterly 'State of the Data' Workshop

While interactive online dashboards are great for tracking progress and trends, facilitate discussion about those trends is critical for developing an understanding of the stories behind the data, gaining a deeper understanding of issues faced in the local community and economy, and drawing connections between those trends and local plans, policies and decision making. This State of the Data workshop allows local leaders (or the broader community, if desired) to learn about and discuss economic trends together in a facilitated setting each quarter.

Tasks

Task 5.1: Facilitated 1.5 hr online "State of the Data" discussion on findings, trends, and the stories behind them

CB will facilitate a 1.5hr interactive online discussion for local leaders or the wider community, offering participants the opportunity to learn about economic and community trends as they unfold, and to explore the meanings and implications of those trends together. Each workshop will feature facilitated conversation by the CB staff, and will be recorded for later viewing if desired.

Deliverables

- Quarterly Facilitated "State of the Data" Workshop (4)
- Workshop recording (either as a video file or youtube/vimeo link, as desired) (4)

Activity Budget: \$970 per quarter // \$3,880 total 1-year cost (Jan – Dec 2021)

Full Project Budget

The combined cost for all activities and tasks in this proposal amounts to **\$24,875**.

ACTIVITY ONE: CONCEPT DEVELOPMENT	(NOV 2020)
Task 1.1 Internal concept development work	
Task 2.2 Project Management Team Meetings (2)	
	\$805
ACTIVITY TWO: COMMUNITY SURVEY	(NOV-DEC 2020)
Task 2.1 Large Group Facilitated Workshop - Data Goals	
Task 2.2 Internal Community Survey Development	
Task 2.3 Small Group Vetting & Refinement	
Task 2.4 Community Survey Creation & System Development	
Task 2.5 Facilitated Session - Outreach Strategy Development	
Task 2.6 Brief Survey Results Memo	
Task 2.7 State of the Survey - Facilitated Discussion on Findings	
	\$3,720
ACTIVITY THREE: DASHBOARD DEVELOPMENT & LAUNCH	(DEC 2020)
Task 3.1 Dashboard Development (CB Internal)	
Task 3.2 Project Management Team Review Sessions (3)	
	\$2,070
ACTIVITY FOUR: DASHBOARD MONTHLY MAINTENANCE	(2021)
Task 4.1 Monthly Dashboard Maintenance	
Task 4.2 Project Management Team Monthly Meetings	
	MONTHLY COST \$1,150
	YEAR COST (JAN-DEC 2021) \$13,800
ACTIVITY FIVE: QUARTERLY STATE OF THE DATA.	(2021)
5.1 Facilitated 1.5 hr "State of the Data" discussion on findings, trends, and the stories behind them.	
	QUARTERLY COST \$970
	YEAR COST (JAN-DEC 2021) \$3,880
TOTAL PROJECT COST.....	\$24,875

Add-Work Services Option

Should the Town wish to make major revisions to the dashboard that are beyond the established scope of work, such as building and adding new data-visuals, new pages, or making significant changes to any survey system requiring assistance from CB, the Town may elect to add an add-work budget option to the contract, agreeing to compensate Community Builders for agreed upon additional work beyond the scope at a rate of \$115 / hr.

Billing

Community Builders will invoice the town quarterly for tasks completed.



To: Mayor and Town Council

From: Brian Lieberman

Date: March 23, 2021

Agenda Item: Haymaker Trailhead Improvements

REQUEST: Review the attached “Haymaker Trailhead 2021 Improvements Plan, Budget and Map.” Review OSRAC and staff comments on the proposed temporary improvements at the Haymaker Trailhead. Consider the comments, and proposed budget, and provide staff with direction on desired temporary improvements at the Haymaker Trailhead.

BACKGROUND: The Haymaker Trailhead provides essential amenities to support outdoor recreation on Town owned open space and trails. The parking lot, trailhead kiosk, wayfinding signage, portable toilets, trash service, and bike tools are important amenities that set recreationists up for success on our trail network. Over the past couple of years, anecdotal and objective evidence suggests that the trailhead and Haymaker trail have seen a significant increase in use, particularly during the peak spring months. Last year, the Open Space program counted over 3,000 users per day on the Haymaker trail during peak days. This caused significant congestion and demand at the trailhead - with cars parked down Brush Creek Road towards the Brush Creek Townhomes. Considering this increasing use and new user groups accessing the trails, providing updated and improved trailhead infrastructure will be crucial to meet the demand at the trailhead and promote sustainable use of our trails and open spaces.

ANALYSIS: The long-term goal at the trailhead is to provide sustainable and permanent infrastructure as a component of Mountain Rec’s master plan for the Pool and Ice Rink Complex. However, fundraising to complete the planned infrastructure improvements will likely take until 2023-24. In the meantime, there is an acute need for updates at the trailhead. An investment of \$11,056 for materials and \$9,000 for labor would provide additional infrastructure and an intentional layout to promote sustainable use of open space and trails ahead of the Pool and Ice Rink master plan completion. Most of the proposed investments in this plan will either complement the final design detailed in the master plan or could be reused for other projects. The attached “Haymaker Trailhead 2021 Improvements Plan, Budget and Map” provides further discussion and a budget for each proposed action.

COMMUNITY INPUT: Input was provided for the development of this plan from relevant local stakeholders, OSRAC members, and the general public. The topic was discussed at length during the March OSRAC meeting.

BUDGET / STAFF IMPACT: This project was not originally contemplated in the 2021 Open Space budget. However, the need for this project has been strongly expressed by local stakeholders, OSRAC members, staff, and the general public. OSRAC recommends using funds from the General Fund transfer to the Open Space Fund to finance this project. Staff is asking Council to contemplate an investment of up to \$11,056 for materials to accomplish the proposed projects. Staff seeks direction from Council on investing \$9,000 in labor costs to complete these projects versus taking on the labor in-house.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The Elevate Eagle Comprehensive Plan demonstrates that Eagle residents value access to outdoor recreation on Town owned open space and that access to trails and recreational opportunities is a key driver that improves the quality of life for residents. In

addition, residents expressed a strong desire for the Town to approach management of our natural resources and outdoor amenities with a sustainable stewardship ethic. Improvements at the Haymaker Trailhead will provide needed trailhead infrastructure to meet the increasing demand at the trailhead and promote sustainable use of our trails and open spaces.

RECOMMENDED ACTION OR PROPOSED MOTION: Evaluate the materials attached and provide direction for staff on the proposed trailhead improvements at the Haymaker trailhead ahead of the completion of the Pool and Ice Rink Master Plan. Staff is asking Council to contemplate an investment of up to \$11,056 for materials to accomplish the proposed projects. Staff seeks direction from Council on investing \$9,000 in labor costs to complete these projects versus taking on the labor in-house.

ATTACHMENTS:

1. Haymaker Trailhead 2021 Improvements Plan, Budget, and Map

Haymaker Trailhead 2021 Improvements Plan

Town of Eagle

March 23, 2021

NARRATIVE

Background: The Haymaker Trailhead (“TH”) provides essential amenities to support outdoor recreation on Town owned open space and trails. The parking lot, trailhead kiosk, wayfinding signage, portable toilets, trash service, and bike tools are important amenities that set recreationists up for success on our trail network. Over the past couple of years, anecdotal and objective evidence suggests that the trailhead and Haymaker trail have seen a significant increase in use, particularly during the peak spring months as the trail is one of the first to dry out. Last year, the Open Space program counted over 3,000 users per day on the Haymaker trail during peak days. This caused significant congestion and demand at the trailhead - with cars parked down Brush Creek Road towards the Brush Creek Townhomes. Considering the increase of use and new user groups accessing the trails, providing updated and improved trailhead infrastructure will be crucial to meet the demand at the trailhead and promote sustainable use of our trails and open spaces.

The long-term goal at the trailhead is to provide sustainable and permanent infrastructure as a component of Mountain Rec’s master plan for the Pool and Ice Rink Complex. However, fundraising to complete the planned infrastructure improvements will likely take until 2023-24. In the meantime, there is an acute need for updates at the trailhead. An investment of \$11,056 for materials and \$9,000 for labor would provide additional infrastructure and an intentional layout to promote sustainable use of open space and trails ahead of the Pool and Ice Rink master plan completion. Most of the proposed investments in this plan will either complement the final design detailed in the master plan or could be reused for other projects.

Restrooms: Currently, there are portable restrooms at the Haymaker TH. The portable toilets are prone to blowing over, have a monthly service fee, get overused, and are unsightly. With the current demand at the Haymaker TH, it would be appropriate to install permanent restrooms. Given the location and demand, OSRAC recommends providing toilets with power and sewer. But, before this can be accomplished, power and sewer utility lines will need to be installed – something that is proposed to occur with the execution of the Pool and Ice master plan. In addition, it would be preemptive to install toilets this season before having a better understanding of the final site plan and layout. However, the demand for improvements is already needed at the trailhead, so OSRAC considered ideas to provide improved restroom facilities at the trailhead ahead of installing permanent toilets.

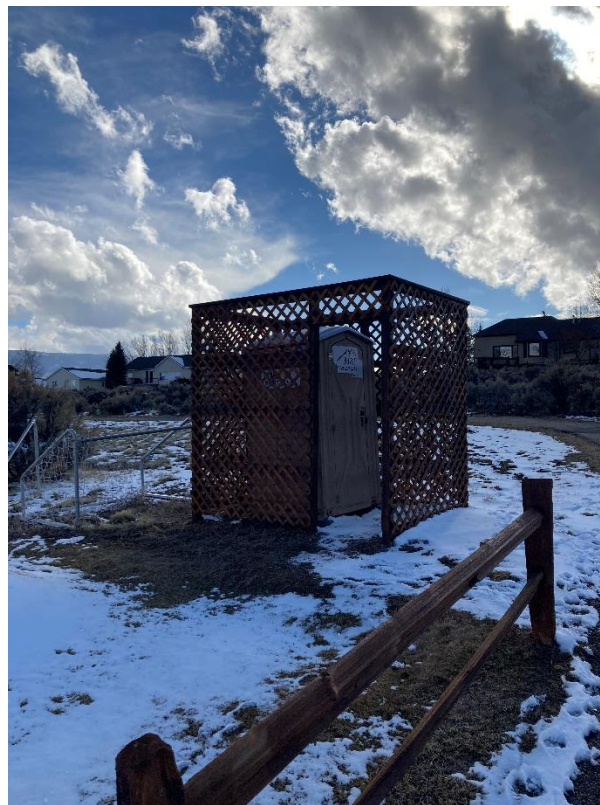
The Committee contemplated if a vault toilet could be temporarily installed for the next couple of seasons at the trailhead, similar to the one at the Arroyo TH. This would provide an improved experience at the trailhead for the next couple of years, but it would need to be removed and the vault toilets are costly. As a final consideration, there are permanent restrooms for public use in the Pool and Ice Rink complex. The restrooms are sometimes closed, however, while the complex changes from a pool to an ice rink and this generally coincides with high demand periods at the trailhead. OSRAC has

recommended that we install wayfinding signage at the trailhead advertising additional restrooms at the Pool and Ice rink when they are open.

To address the toilets at the trailhead in the meantime, OSRAC is recommending continuing with the portable toilets, but building a wooden shield around them. This would accomplish several goals:

1. Preventing the toilets from blowing over.
2. Improving the appearance of the parking area.
3. Providing an intentional layout that helps encourage sustainable use of the area.

The shield would be made of lumber and look similar to other designs at existing outdoor recreation trailheads. The total cost of materials would be around \$3,000-\$4,000. Labor costs would come in around \$3,000. Staff could build this structure, however, it would come with an opportunity cost and take away resources from other open space projects.



Example of a portable toilet enclosure in Ebby Creek.

Changing rooms: Here in Eagle, we certainly are lucky to live so close to all the trails and open spaces that we regularly enjoy. This amazing benefit for the community does come with some challenges, however. When people show up at a trailhead, they often need to change into their biking shorts or running outfits. When recreationists change at the trailhead, there can be a lot of unneeded skin visible to other recreationists and nearby homes. A simple changing room would help decrease the amount of skin regularly seen at the trailhead. These changing rooms are very common at trailheads across Colorado's Western Slope.

OSRAC saw the benefits of this trailhead amenity, however, the Committee thought this would not be as important as the restroom shield or other proposed trailhead amenities. The changing structure would look like the restroom shield, except it would be made of a solid material to provide privacy. The total cost would be similar to the restroom at \$3,000-\$4,000 for materials and about \$3,000 for labor. As with the restroom, staff could build this structure, but it would take time away from other program priorities.

Entrance to the Haymaker Trail: There are currently numerous social trails near the Haymaker trailhead. OSRAC recommends decommissioning duplicate trails and instead facilitating use of established routes. The goal would be to have 1 established out-track and 1 return track for the Haymaker trail, with a connection to the Pool and Ice trail. There are several improvements proposed to help accomplish this goal:

- *Trailhead kiosk:* Last year, the trailhead kiosk for the Haymaker trail was damaged. To address the need for signage and information during the upcoming season, staff is proposing replacing the damaged lumber on the existing kiosk and installing it along the gravel path. Placing the kiosk near the start of the trail will encourage recreationists to access the trail via the designated route. Lumber costs should be less than \$140 and staff will complete the labor. Once the Pool and Ice master plan is complete, an updated kiosk should be fabricated.
- *Directional trail signage and physical barriers:* Staff proposes installing improved and additional directional signage for accessing the Haymaker trail. Further, physical barriers should outline the trail at important intersections to keep people on the established routes. The signage total should be about \$100. Public Works has unused downed cottonwood trees available to utilize as physical barriers.
- *Split rail fencing:* Currently, access to the start of the Haymaker trail from the parking lot is not well defined. People regularly short cut and do not follow existing routes. OSRAC and staff propose building a fence outlining the northeastern side of the parking lot to prevent shortcutting and to encourage recreationists to stay on existing routes. The materials cost for the fence would be approximately \$3,500. Labor would likely be about \$3,000. Staff could build this fence, but it would take time away from other program priorities.

Bike station: There is a bike-tools station located at the entrance to the Pool and Ice Complex. As this is a nice amenity for a trailhead, OSRAC recommends providing directional signage from the Haymaker TH to the bike station. This was preferred to relocating the bike station or installing an additional bike station at the trailhead. The sign would cost about \$36, and staff would install it.

Trash: Currently, there is a bear-proof trash container located near the BMX track on the southeastern side of the parking lot and a dumpster located near the northwestern side of the parking lot. Public Works has an extra bear-proof trash container that could be installed at the northwest side of the lot in place of the dumpster. Staff would install the trashcan. The dumpster is not needed at this location, it looks unsightly, and people often dump large trash items near this locked dumpster. Staff is recommending removing this dumpster.

Dog-bag station: Public Works plans to replace the existing old dog-bag station with a new one that includes a trashcan.

Wayfinding signage: The Haymaker TH directly serves the Haymaker trail, however, it is well placed to provide parking and infrastructure for several other trails around town including Boneyard and the Pool

and Ice loop. OSRAC is proposing installing additional signage around the trailhead to direct users to the start of the Boneyard trail. Signage should cost less than \$80 and will be installed by staff.

Construction fencing and clean-up: With the construction of the Haymeadow paved path, there are a lot of construction and erosion fences located near the trailhead. After the winter, most of these fences are in disrepair. Staff will make a plan with the Haymeadow developers to get needed fences back up and remove unnecessary construction fences.

BMX Start Gate: Eagle County BMX purchased a new, quieter, and safer BMX start gate for the track at the Haymaker TH. In the current Open Space budget, \$17,000 is allocated to install 3-phase power for the new gate.

PROPOSED BUDGET

Item	Materials Cost	Labor Costs	TOTAL
Portable Restroom Shield	\$3,500.00	\$3,000.00	\$6,500.00
Changing rooms	\$3,500.00	\$3,000.00	\$6,500.00
Trailhead Kiosk Lumber	\$140.00	\$0.00	\$140.00
Haymaker directional signage	\$100.00	\$0.00	\$100.00
Split rail fence	\$3,500.00	\$3,000.00	\$6,500.00
Bike station signage	\$36.00	\$0.00	\$36.00
Restroom/ changing room signage	\$100.00	\$0.00	\$100.00
Trash can installation	\$100.00	\$0.00	\$100.00
Boneyard wayfinding signage	\$80.00	\$0.00	\$80.00
TOTAL	\$11,056.00	\$9,000.00	\$20,056.00
TOTAL cost without labor	\$11,056.00		
TOTAL cost with labor	\$20,056.00		

Haymaker TH Short Term Site Plan

