



**Town Board of Trustees  
Tuesday, September 13, 2016  
Public Meeting Room / Eagle Town Hall  
200 Broadway  
Eagle, CO**

*This agenda and the meetings can be viewed at [www.Townofeagle.org](http://www.Townofeagle.org).  
Meetings are also aired online at <https://vimeo.com/channels/Townofeagle/>.*

**6:00 PM – REGULAR MEETING CALLED TO ORDER**

**PUBLIC COMMENT**

*Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic, unless arrangements have been made for a presentation with the Town Clerk.*

**PRESENTATIONS**

1. Climate Action Plan, Kim Langmaid
2. Hardscrabble Trails Coalition, Adam Palmer

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

1. Minutes – August 23, 2016
2. August 2016 Bill Paying and Payroll
3. Transfer of funds (\$24,000) to A&R Investment LLC for Black Hills Corporation Easement Payment per MOU and Resolution 24, Series 2016
4. Independent Contractor Agreement - Special Events Pine Productions LLC

**DECISIONS, DISCUSSION OR DIRECTION REQUESTED**

1. Sweet Leaf Pioneer LLC Marijuana License Renewals; Medical Marijuana Center and Medical Marijuana Center Cultivation
2. Frost Creek PUD Amendment Water and Bike Path Discussion
  - a. EXECUTIVE SESSION to hold a conference with the Town's attorney to receive legal advice on specific legal questions and items pertaining to negotiations, pursuant to C.R.S. § 24-6-402(4)(b)
3. Riverfront Citizen's Committee
4. Preliminary Special Event Policies Discussion

## **LAND USE**

1. Project: Rocky Mountain School of Discovery  
File #: SU16-01  
Applicant: Anne Helene Garberg  
Location: 409 Brooks Lane  
Staff Contact: Tom Boni (Town Planner)  
Request: Applicant is requesting a Special Use Permit to allow for a pre- school to serve up to a maximum of 80 children on a +/- one-acre parcel of land zoned Rural Residential. Phase One: 40, Phase Two: 80.

## **STAFF UPDATES AND REQUESTS**

1. Manager's Report and Departmental Reports
2. Eagle Riverfront Project Update
  - a. Communications Plan
  - b. Riverfront Park Design Schedule
3. Sales Tax Report through August 2016 (*Collections listed show .5% increase for first time, total increase over previous month is 17% and we are currently at 13% over last year.*)
4. Special Event Coordinator
5. Water Rate and Tap Fee Study Proposal

## **BOARD DISCUSSION AND FUTURE AGENDA ITEMS**

1. Mayor's Update
2. Review of Town Board Applications – set interview schedule and timeline
3. Discussion of scheduling Work Session for Strategic Planning

## **CORRESPONDENCE**

1. Notice of Cancellation of Participation in November 2016 Coordinated Election.
2. NWCCOG Economic Development District Update

## **ADJOURN**

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



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Jenny Rakow, CMC Town Clerk



**Media Contacts:**

Scott Robinson, Marketing & Communications Director  
Walking Mountains® Science Center  
Phone: 970.688.4250 | E-mail: [scottr@walkingmountains.org](mailto:scottr@walkingmountains.org)

**FOR IMMEDIATE RELEASE**

Kris Friel, Director of Communications  
Eagle County  
Phone: 970.328.8617 | E-mail: [kris.friel@eaglecounty.us](mailto:kris.friel@eaglecounty.us)

## **Open Houses to Share Climate Action Plan for the Eagle County Community**

**Avon, Colo. August 30, 2016** – Walking Mountains Science Center and Eagle County invite the public to give feedback on a draft Climate Action Plan for the Eagle County Community during open house sessions from 5:00 – 7:00 PM on three dates: Wednesday, September 14<sup>th</sup> at the Brush Creek Pavilion in Eagle, Monday, September 19<sup>th</sup> at GrandView on the Third Floor of the Lionshead Welcome Center in Vail, and on Thursday, September 22<sup>nd</sup> at the Miller Ranch Community Room in Edwards. Free snacks and refreshments will be provided.

The draft Climate Action Plan has been created over the past seven months by a group of over 30 local stakeholders representing towns, businesses, schools, and nonprofit organizations. The goal of the Climate Action Plan is to provide greenhouse gas reduction targets and solutions that the Eagle County community can work toward. Recommendations include greenhouse gas emission reduction targets of 25% by 2025 and 80% by 2050. Suggested actions include: saving energy in homes and commercial buildings through scaling up energy efficiency programs, engaging local businesses and schools in more sustainability programs, increasing the use of zero emissions vehicles, and diverting waste from the landfill with more recycling and composting.

The public is welcome to attend the open houses to learn more and give feedback on the draft Climate Action Plan. Please RSVP to: [cap@walkingmountains.org](mailto:cap@walkingmountains.org).

For more information [www.walkingmountains.org/cap](http://www.walkingmountains.org/cap).

### **About Walking Mountains Science Center**

Walking Mountains Science Center's mission is to awaken a sense of wonder and inspire environmental stewardship and sustainability through natural science education. Visit [www.walkingmountains.org](http://www.walkingmountains.org) or call 970.827.9725 for more information.

###

# Climate Action Plan For The Eagle County Community



**We Want  
To Hear  
From YOU!**

## Community Open Houses

5:00 pm-7:00 pm | Light Snacks Provided

**Wednesday, September 14th**

*Brush Creek Pavilion, Eagle*

**Monday, September 19th**

*Grand View, Lionshead Welcome Center, Vail*

**Thursday, September 22nd**

*Miller Ranch Community Center, Edwards*

Please join us at the community open houses to learn about the draft Climate Action Plan and let your voice be heard!

**Please RSVP to [cap@walkingmountains.org](mailto:cap@walkingmountains.org)**



walking mountains<sup>®</sup>  
science center



To learn more visit [www.walkingmountains.org/cap](http://www.walkingmountains.org/cap)

September 1, 2016

Town of Eagle Trustees,

With fall upon us and the foliage beginning to turn, on behalf of the Hardscrabble Trails Coalition I wanted to take an opportunity to thank the Town of Eagle Trustees for their ongoing commitment to recreation and quality of life in the Town of Eagle, and also provide some trail updates and recommendations. With all of the trail-based events we've had this year, including the Colorado High School State Championships coming this October, we have much to be thankful for and have become a model for small-town recreation-based lifestyle tourism development. With that said, moving forward we need to make sure we are being responsible stewards of our environment and trails, and that associated amenities are improved and maintained to preserve high quality outdoor experiences for all types of users, ages, and abilities.

To that end, we wanted to provide you an update on initiatives and recommendations for recreation on public lands in and around the Town of Eagle:

- **Trail maintenance:** Hardscrabble Trails Coalition (HTC) volunteers have logged thousands of hours of volunteer labor maintaining and improving existing trails. This year has been a challenging one, particularly for dead fall tree removal. Through notification and volunteers, we've been able to respond to most of the down fall in addition to hosting trail work days on Haymaker, Sawmill trail, Singletrack Sidewalks Phase 2, Eagle Ranch trails, and signage installation. However, we're quick to admit that we haven't been able to keep up with the amount of maintenance needed.
- **Camping:** As the area trails have become more popular, a larger demand on camping areas has been observed, including camping sites cropping up in less than ideal locations. It is recommended that we work with partners to identify and develop camping areas to meet this demand which has been identified as a challenge to accommodating additional tourism.
- **Abrams to Third Gulch Trail:** The A&R property purchase in May was a huge win for open space preservation and recreation surrounding Eagle Ranch. The trail easement on the conservation easement allows for the future connection from Abrams Gulch Rd. to Third Gulch on Town of Eagle open space. This would be an enormous connection from the Hardscrabble area with the Eagle Ranch trails, provide improved dispersed access to the trail system, and also provide an excellent short loop and view experience from the Arroyo Drive trailhead. HTC recommends finalization of this trail alignment as soon as possible so that volunteers and potentially contracted trail builders can complete this trail prior to winter.
- **Spud Cellar Trail:** The conservation easement on the Spud Cellar property which borders the pool and ice rink and homes along the Brush Creek Terrace subdivision identified a direct trail connection from the existing paved path near the pool and ice rink, and the existing paved path behind and along the Brush Creek Terrace subdivision. Completion of a natural surface trail within this trail easement could be easily completed in a weekend with a group of HTC volunteers and would provide an excellent internal town connection for kids going to school, as well as those recreating trying to connect to the Boneyard East Eagle

## HARDSCRABBLE TRAILS COALITION

area. Approval of this direct connection route as articulated in the conservation easement is recommended in the near term to utilize this TOE open space acquisition as intended.

- **Signage:** While signage has become much improved and HTC will continue to assist with signage, trailhead kiosks and small maps at all intersections would greatly assist all trail users. It is recommended that signage work continue to be a focus area.

While HTC will continue to organize and leverage our amazing local volunteers and sponsors to complete projects, we also have come to the realization that dedicated staff in the field is necessary to not only maintain the current network, but also to implement necessary improvements. With the proliferation of open space amenities, a multiple-person staff dedicated to trails and recreation areas is warranted. At minimum, we'd recommend the following for the Town of Eagle:

- Full-time Open Space Manager
- Two seasonal trail maintenance technicians

This level of staffing is necessary to be able to focus on trails, better leverage volunteers and resources, manage and coordinate users and events, enforce seasonal closures, address potential erosion, maintain fences and cattle guards, address encroachment issues, eradicate renegade or illegal structure or activities, and other potential damage to public open space.

In short, our public trail amenities have become valuable assets to our community and economic development. Let's support dedicated resources aligned with our community values to ensure such amenities are not only protected but continue to improve, and do so through a prioritized plan of shovel-ready projects ready to leverage existing and potential future resources.

Thank you for your ongoing support and consideration, we look forward with continuing to work with you on this journey to maintain and improve high quality trail experiences and open spaces for generations to come. Please let us know how we can help move these and other community projects and initiatives forward in the future.

Sincerely,



Adam Palmer  
President  
Hardscrabble Trails Coalition  
[www.hardscrabbletrails.org](http://www.hardscrabbletrails.org)



**MINUTES**  
**Town Board of Trustees**  
**Tuesday, August 23, 2016**  
**6:00 P.M.**

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

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*This meeting is recorded and a CD will become part of the permanent record of the minutes. The following is a condensed version of the proceedings as written by Jenny Rakow.*

**PRESENT**

Anne McKibbin, Mayor  
Andy Jessen  
Mikel "Pappy" Kerst  
Kevin Brubeck, Mayor Pro Tem  
Paul Witt  
Doug Seabury

**ABSENT**

Matt Solomon

**STAFF**

John Schneider, Town Manager  
Angela Haskins, Administrative Technician  
Ed Sands, Town Attorney  
Tom Boni, Town Planner  
Kevin Sharkey, Assistant Town Engineer

**PUBLIC SIGN IN**

Agnes Harakal

Randel Cohen, Eagle Fire

**6:00 PM – REGULAR MEETING CALLED TO ORDER**

**PUBLIC COMMENT**

*Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic, unless arrangements have been made for a presentation with the Town Clerk.*

Mayor McKibbin opened for public comment, there was no public comment.

**PRESENTATION**

**Markian Feduschek – Citizen Committee Eagle Riverfront Project** – Markian Feduschek was present for this item and stated his idea for the River Plan citizen's committee. Idea is to have citizens involved and have approximately 10-12 people on the committee. The Town Board and town staff would be to assist and direct the committee. Starting with a press release and proposed job description for committee members. The committee purpose would be for public meetings, engaging the public on park design, updates on progress, advocating for the project and funding. Responsibilities are to serve as an advocacy group focused on the river plan and come up with a fundraising plan.

Caroline Bradford the group intent would be to engage committee with fundraising efforts to leverage funds from the ballot initiative.

**Ken Marchetti – Riverfront Project Bonds and Lower Basin Water Treatment Plant.** Ken Marchetti was present for this item. Ken provided the Board with an overview of the options available for the bond funding structure. On Monday, August 29<sup>th</sup> the bonds will be offered to residents. The Board discussed the options presented.

	Scenario 1	Scenario 2	Scenario 3
<b>Bond Proceeds</b>	\$5,200,000 par <u>\$202,378 prem.</u> \$5,402,378 total	\$5,200,000 par <u>\$646,945 prem.</u> \$5,846,945 total	\$5,200,000 par <u>\$963,656 prem.</u> \$6,163,660 total
<b>Project Fund</b>	\$5,136,158	\$5,563,598	\$5,886,177
<b>True Interest Cost</b>	2.93%	3.09%	3.26%
<b>Debt Service Reserve Fund</b>	\$136,275	\$149,900	\$161,619
<b>Capitalized Interest Fund</b>	\$15,444	\$18,947	\$21,364
<b>Cost of Issuance</b>	\$114,500	\$114,500	\$114,500
<b>Total Debt Service</b>	\$8,279,470	\$9,131,578	\$9,840,160
<b>Average Annual Debt Service</b>	\$276,957	\$305,461	\$329,164

MOTION: Trustee Brubeck motioned to approve Scenario Three (3) for bond pricing. Motion was seconded and PASSED unanimously.

John Schneiger introduced the current discussions held with Ken Marchetti on the Lower Basin Water Treatment Plant. Ken provided his opinion on the options and stated more work is needed on developing a comprehensive plan to build and fund. Evaluating all options available and financing and rate study.

Ed Sands an issue to focus on with regard to this is from a developer standpoint and “Adequate Public Facilities.” There could be a problem finding APF for future development proposals. Avoiding a moratorium with vested rights already granted is a real issue to be focused on.

Trustee Brubeck asked to reopen Public Comment.

Mayor McKibbin reopened Public Comment.

Trustee Brubeck Eagle River Youth Coalition put out healthy kids survey earlier this week. One item suicide attempts 8% of all high school and 11% of all middle school. Agnes Harakal was present and stated she attended a suicide prevention class. There is nowhere to go in this area and people are told they have to wait two weeks to counselors. Interested in buying a crisis home. If we had a home like this to wait for a counselor. Too many people are dying here. Agnes asked for support in finding a crisis home location in Eagle.

Mayor McKibbin it may be a zoning issue. I don't see what this is not possible if it is in the right spot. I would encourage you to move forward with it.

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

**Minutes – August 9, 2016**

**Resolution 40, Series 2016 - A Resolution of the Board of Trustees of the Town of Eagle, Colorado, Appointing John Schneiger to Serve as Town Representative On the Eagle Recreation Facility Advisory Corporation Board.**

**Resolution 41, Series 2016 - A Resolution of the Board of Trustees of the Town of Eagle, Colorado, Appointing Anne Mckibbin to Serve as Town Representative On the Northwest Colorado Council of Governments On Its Regional Council**

**Resolution 42, Series 2016 - A Resolution of the Board of Trustees of the Town of Eagle, Colorado, Appointing Andy Jessen to Serve as Town Representative on the Colorado Municipal League Advisory Committee.**

**Resolution No. 44 Series of 2016 A Resolution of the Board of Trustees of the Town of Eagle, Colorado, Granting A Special Use Permit for A Parcel of Land Located at 104 Capitol Street (Town of Eagle Plat, Block 19, Lots 1 Thru 4, North Half of Lot 5 and Lots 11 Thru 15, Block 19), Eagle, Colorado. (Previously approved at the August 9, 2016 Town Board Meeting.)**

**IGA with Eagle County Clerk and Recorder for Coordinated Election on November 8, 2016 (Ballot text due September 9<sup>th</sup>)**

**Ordinance 26-2016 An Ordinance Of The Town Of Eagle, Colorado Amending Certain Provisions Contained In Title 4 Of The Eagle Municipal Code Concerning Retail Marijuana Businesses And Medical Marijuana Businesses.**

MOTION: Trustee Witt motioned to approve the Consent Agenda. Motion was seconded and PASSED unanimously.

**LAND USE**

- 1. Project: Creekside Lofts Development Plan
- File #: DR16-01
- Applicant: Rick Pylman (Eagle Ranch Creekside, LLC)
- Location: 718 Prince Alley
- Staff Contact: Tom Boni, Town Planner
- Request: Development Review for a project including 7 townhomes and one single family home on 1.27 acres.

Mayor McKibbin opened Land Use File DR16-01. Tom Boni asked the Applicant to present their proposal to the Board. Tom passed out revised letter from Eagle Fire District regarding this project and some recommendations on this project.

Eric Eaves was present on behalf of the applicant and gave a presentation on the project to the Board.

Gary Brooks from Alpine Engineering presented to the board the development review.

Kevin Sharkey provided information on the traffic study and findings showing low traffic use and no need to reclassify the road.

Tom Boni provided the Board with his staff review and recommendations. Applicant agreed to meet with the Fire District regarding their concerns and impact fees. Staff recommends approval with condition that the pedestrian path provide a 10% - 12% grade to connect with the existing multi-use path along the east side of Sylvan Lake Road. 2. Post no parking at sharp corner in Prince Alley per Fire District's comments. 3. Replace existing bollards with easy access bollard system per Fire District's comments.

Mayor McKibbin opened the item for public comment.

Cindy Callicrate, 770 Castle Drive. Cindy stated her concerns regarding additional traffic within the neighborhood of Prince Alley and Castle Drive with a total of 78 homes and a commercial business and impacts on children in the neighborhood. There is no playground in this neighborhood for children. Not opposed to proposed development, just want to keep it safe.

Public comment was closed.

MOTION: Trustee Brubeck motioned to approve Land Use File DR16-01 and the design variance as discussed with staff recommendations. Motion was seconded and PASSED unanimously.

**Resolution No. 45 , Series Of 2016 A Resolution of the Board of Trustees Town of Eagle, Colorado Approving a Development Plan for the Construction of Eight (8) Dwelling Units Contained in Three (3) Buildings, A Four-Plex, A Three-Plex and a Single Family Dwelling and Appurtenances on Parcel B, Creekside Lofts Subdivision Within the Town of Eagle; Approving a Development Improvements Agreement, Dated August 23, 2016 Between the Town and ERLI, LLC.; Approving a Site Specific Development Plan Establishing a Vested Property Right Pursuant to Article 68 of Title 24, C.R.S. and Section 4.17.030 of the Eagle Municipal Code; and Authorizing the Issuance of A Major Development Permit For Said Property.**

MOTION: Trustee Brubeck motioned to approve Resolution 45, Series 2016 per direction and review from Town Attorney and authorizing the Mayor to sign the Development Improvements Agreement. Motion was seconded and PASSED unanimously.

2. Project: Boyz Toyz Snowmobile/ATV Store  
File #: SU97 (Proposed Amendment 2016)  
Applicant: Gary Ratkowski  
Location: 432 Grand Avenue  
Staff Contact: Tom Boni, Town Planner  
Request: Special Use Permit to allow continued operation of store/repair facility.

*Applicant is requesting continuance of this file to the September 27, 2016 Town Board Meeting.*

MOTION: Trustee Witt motioned to continue File#SU97 to the September 27, 2016 Town Board Meeting.

3. Project: Second Street Suites Hotel  
File #: DR15-05  
Applicant: Daniel Ritsch (Wall Street Family Partners, LLC)

Location: 120 Second Street & 214 Wall Street  
Staff Contact: Tom Boni, Town Planner  
Request: Major Development Plan review of a 23-unit boutique hotel.

Tom Boni stated the Applicant is changing their application and will reapply. The Board needs to approve, deny or rescind.

Ed Sands stated the Board can rely on the comments to staff that they are rescinding this application, however, applicant should provide withdrawal in writing.

Mayor McKibbin officially rescinded File DR15-05 pending withdrawal of their application in writing.

**MOTION:**

4. Project: Rocky Mountain School of Discovery  
File #: SU16-01  
Applicant: Anne Helene Garberg  
Location: 409 Brooks Lane  
Staff Contact: Tom Boni, Town Planner  
Request: Special Use Permit to allow operation of a pre-school and educational facility.

*Staff is requesting continuance of this file to the September 13, 2016 Town Board Meeting.*

Tom Boni stated we did receive a letter from the PUC and the applicant did submit their traffic study. There will be a meeting on site to determine improvements required for railroad crossing. Next meeting will include packet of approvals and requirements needed if the Board wishes to move forward.

MOTION: Trustee Witt motioned to continue File#SU16-01 to the September 13, 2016 Town Board meeting. Motion was seconded and PASSED unanimously.

5. Project: Highway Six Annexation  
File #: AN15-01  
Applicant: Town of Eagle  
Location: Highway Six  
Staff Contact: Tom Boni, Town Planner  
Request: 3200 feet of Highway Six in Four Sequential Annexations

Ed Sands stated CDOT is going to make changes to Inter Government Agreement they will immediately deed Highway Six to us, then the Town will petition for Annexation, then CDOT will pay us once we annex the highway. We are currently waiting on information from CDOT and the deed to proceed. This File could be closed since we are changing the process. Ed Sands stated there is an agreement the legals CDOT generated are okay, despite a typo however we can live with that. Town Staff finds the legal to be satisfactory. The annexation and petitions will include the correct legal description. Money for the devolution will be available until end of this year.

Trustee Brubeck asked if the money could be held in escrow. Ed Sands stated if CDOT agrees to it, then it could be done. Ed Sands also noted liability would not be a problem it will remain a State Highway until it is Annexed.

Kevin Sharkey is anticipating an IGA to review for the next meeting.

## **DECISIONS, DISCUSSION OR DIRECTION REQUESTED**

### **Resolution 43, Series 2016 A Resolution of the Board of Trustees Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and Eagle River Youth Coalition D/B/A InteGreat! For Space in The Town of Eagle Old Town Hall; And Authorizing the Mayor to Execute Said Agreement**

Mayor McKibbin opened this item and reviewed the request. There was no discussion.

MOTION: Trustee Brubeck motioned to approve Resolution 43, Series 2016. Motion was seconded and motion PASSED unanimously.

### **Mountain States Human Resources Generalist Proposal**

John Schneider presented this item to the board and responded to request for full time human resources manager. The best option is using Mountain States in the interim until we decide how we want to handle the position. To begin there is no contract and we can use all of their resources with this process.

Trustee Witt asked for general statement of duties. This person would assist with finalizing the employee manual, retirement plan put out to bid, assist with potential policy on health insurance costs, overtime policy, completing the job description reviews. Funding will be with increase in sales taxes being collected. This person will also assist with next steps and make recommendations for moving forward with a permanent solution.

MOTION: Mayor McKibbin motioned to direct Town Manager to proceed with proposal for Mountain States Employers Council to hire a Human Resources interim staff.

### **Community Impact Award**

Mayor McKibbin stated the names of the nominees, Yuri Kostick, Mick Daly and Yvonne Schwartz were nominated. Ed Sands noted that the Board will do a secret ballot and the winner will not be announced this evening, but at the ceremony of the presentation with the Chamber.

Ballots were handed to Angela Haskins to tally at a later time.

### **Re-appropriation of Funds Request**

John Schneider noted a decision was made to spend capital improvements dollars on improving work spaces and a reallocation is requested to move from Old Town Hall to fund the Police Departments improvements. This request is brought to you because the funds were unbudgeted.

MOTION: Trustee Brubeck motioned to approve the re-appropriation of funds from Old Town Hall to Town Hall as requested. Motion was seconded and PASSED unanimously.

## **STAFF UPDATES AND REQUESTS**

Manager's Report – John Schneider passed out an update to his report with regard to a resolution previously passed regarding Town Manager approval of certain contracts and items are budgeted. Concern is while we can continue allowing Town Manager to approve \$50,000 and below, however, bids are not submitted on a competitive basis without a purchasing policy. Board agreed that they are fine with Resolution as written and if Town Manager wishes he may bring approvals to them.

WECMRD is getting quotes on pickle ball and should have that information soon.

Met with SGM Engineers regarding Lower Basin Water Treatment Plant and cost estimate for project and getting a proposal to upgrade that the 2014 cost estimate. The Town did an in-house 2011 Water Rate Study and SGM would also give a proposal on an updated rate study. The estimate is close to \$25,000 for this work. Kevin Sharkey stated he will work on scope of this consulting work.

Trustee Brubeck requested this be an on-going process to update this rate study. John Schneiger the study is generally updated every five years with any adjustments within that five years included. This will be critical for bonding. An appropriation of fund will need to take place in order to pay for this out of the water enterprise fund, which has adequate funds. Board gave nods of approval.

Sixth Street paving will be completed this week.

This week we had a Special Event Policy update with all departments. After this meeting Amy and Danielle will be taking the lead on this update. Hope to have completed by end of year. Would like to have a work session with the Town Board on special event policies and what type of growth you want to see, maintaining the infrastructure we have in place to support them, estimated of 50 events hosted in Eagle. An agenda will be put together for this work session.

**Eagle River Corridor Project Update – Caroline provided this at beginning of meeting.**

**Sales Tax Report through July 2016**

#### **BOARD DISCUSSION AND FUTURE AGENDA ITEMS**

Mayor's Update

Announced that Doug Seabury is moving up valley and will be resigning his position end of this month. The Board then has a decision on how to fill the vacancy either by election or appointment within 60 days. Board asked to put vacancy notice out to obtain applications for appointment. This also opens the MEAC position Doug holds as appointed board member to that committee. Mayor McKibbin directed staff to post notice to obtain letters of interest for the next meeting on September 13th.

Reviewed CML legislative action committee and suggested mental health might be a topic to send to CML for a community concern.

Ballot issue for November is only Broadband. Ed Sands stated you approved the draft Resolution and that will be on the next meeting for approval.

Climate Action Plan meeting update. They will have open houses in September and one in Eagle at the Brush Creek Pavilion. They will be at our meeting on the 13<sup>th</sup> to give an update.

Horn Ranch and Governor's site visit with Eagle County and local representatives. Will update on date he is arriving and activities.

Vail Daily has hired a new publisher.

Trustee Witt a member of the tennis community was not thrilled about the pickle ball courts.

Trustee Witt noted the wastewater treatment plant has a strong odor and inquired about what might be going on.

Trustee Kerst was asked to provide an update on the Fire Chief situation. He was arrested and was taken to Logan County for arraignment. They are both in custody and have not posted bond. As a board we are putting interim fire chief in place and committee was put together to start a search committee.

Trustee Seabury stated it was his pleasure serving on the board. Apologized to the community for leaving early and intends to continue supporting Eagle and the Town Board. Mayor McKibbin thanked him for his service.

Trustee Brubeck will attend Mayor’s conference on her behalf since Anne will be out of town.

Trustee Jessen made a statement regarding the river corridor project budget the understanding all along was whitewater features and a park which is within our reach, we should not imply that we cannot do more than that. It is important to remember this project encompassed and planned for much more.

Mayor McKibbin thanked staff for the BBQ.

Mayor McKibbin stated Mary Elizabeth Geiger contacted her earlier in the day and asked to add another executive session to receive legal advice.

MOTION: Trustee Witt motioned to enter into Executive Session: to consider personnel matters, pursuant to C.R.S. § 24-6-402 (4)(f) and to hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402 (4)(b). Motion was seconded and PASSED unanimously. (9:17 pm)

Ed Sands stated they will record the personnel matters portion of the executive session, but not during receiving legal advice.

**ADJOURN (10:05 pm)**

\_\_\_\_\_   
Date

\_\_\_\_\_   
Anne McKibbin, Mayor

\_\_\_\_\_   
Jenny Rakow, CMC Town Clerk

**TOWN OF EAGLE, BILL SCHEDULE  
AUGUST 2016  
GENERAL FUND**

<b>Administration</b>	<b>Account</b>	<b>Amount</b>
Marvin Investments	Utility Refund	\$ 57.80
Swanepoel, Ockert	Utility Refund	100.42
Assurant	LTD Insurance	1,612.70
Meritain Health	Health & Dental Insurance	25,225.00
Craig Colby	Sign Permit Refund	50.00
Freeman Signs	Sign Permit Refund	150.00
Eagle Sinclair	P&Z Fees Refund	100.00
Eagle Sinclair	P&Z Reimbursable	(21.93)
Aragon, Norma	Pavilion Fees Refunded	75.00
Solis, Tonya	Pavilion Fees Refunded	200.04
Martin, Shelia	Police Property Return	141.00
Meritain Health	Health Insurance	2,648.28
Meritain Health	HIPPA Notice	1.50
US Treasury	ACA Tax- PCORI	38.62
Amazon; Name Tag Country	Office Supplies	186.35
Proforma	Office Supplies	595.00
Sandy's Office Supply	Office Supplies	170.17
Name Tag Country	Communication & Transportation	17.99
US Post Office	Postage	1,000.00
Century Link	Utilities	817.65
Verizon Wireless	Cell Phones	37.16
Chase Paymentech	Credit Card Transactions	761.64
Xpress Bill Pay	Credit Card Transactions	418.90
Sands Law Office	Legal Reimbursable	3,016.75
Garfield & Hecht	General Legal	73.60
Sands Law Office	Legal	5,568.24
Hays Maggard Hood	Audit	787.50
Safebuilt	Inspection Services	843.19
Caselle	Computer Support	695.67
Microsoft	Computer Support	573.41
Wpchrg.com	Community Planning	26.00
Survey Monkey	Public Relations	300.00
Amazon	Training	31.95
Colo GFOA	Training	100.00
Colo Rural Water Assoc	Training	110.95
Colorado Mountain News Media	Deposit Refund	3,000.00
Cirsa	Pavilion Insurance	3,679.82
Red Ribbon Project	Community Request	700.00
Vail Valley Foundation	Community Request	14,000.00
<b>Total Administration</b>		<b>\$ 67,890.37</b>

**Streets**

Meritain Health	Health Insurance	\$	2,036.78
US Treasury	ACA Tax- PCORI		33.11
Costco	Office Supplies		119.25
King Soopers Customer Charges	Office Supplies		56.36
Sandy's Office Supply	Office Supplies		72.82
Alpine Lumber	R&M Supplies		102.82
G&S Tool Clinic	R&M Supplies		5.54
Lawson Products	R&M Supplies		130.41
Pro Telecom	R&M Supplies		19.16
Signature Signs	R&M Supplies		48.50
United Rentals	R&M Supplies		337.81
US Tractor & Harvest	R&M Supplies		564.14
Van Diest Supply	R&M Supplies		443.50
Wylaco Supply	R&M Supplies		81.95
Faris Machinery	Vehicle R&M Supplies		88.98
PST Enterprises	Vehicle R&M Supplies		954.57
Two Valley Tire	Vehicle R&M Supplies		993.00
Zep Sales	Vehicle R&M Supplies		381.60
United Rentals	Gas & Oil		39.46
Faris Machinery	Communication & Transportation		12.70
Lawson Products	Communication & Transportation		12.19
Pro Telecom; Amazon	Communication & Transportation		21.68
US Post Office	Communication & Transportation		9.40
US Tractor & Harvest	Communication & Transportation		48.23
Zep Sales	Communication & Transportation		44.90
Century Link	Utilities		676.65
Holy Cross Energy	Utilities		2,190.74
Verizon Wireless	Cell Phones		441.18
Mountain Striping	R&M Services		2,261.50
SKM Services	R&M Labor		160.00
Stripe A Lot	R&M Services		6,988.00
Two Valley Tire	Vehicle R&M Supplies		150.00
Oldcastle SW Group	Street Resurfacing		492.03
Signature Signs	Street Resurfacing		393.00
Microsoft	Computer Support		99.00
<b>Total Streets</b>		<b>\$</b>	<b>20,510.96</b>

**Public Safety**

Meritain Health	Health Insurance	\$	3,394.62
US Treasury	ACA Tax- PCORI		60.70
Vista Print	Office Supplies		108.64
5.11 Tactical; Sports Authority	Operating Expense		581.81
Atlantic Tactical	Operating Supplies		1,287.00
Chief Supply	Operating Supplies		278.29
Colorado Bureau of Investigation	Operating Supplies		330.00

LN Curtis & Sons	Operating Supplies	1,929.00
Auto Zone	Vehicle R&M Supplies	33.98
Olesen Automotive	Vehicle R&M Supplies	414.00
Performance Automotive	Vehicle R&M Supplies	103.21
LN Curtis & Sons	Communication & Transportation	35.19
US Post Office	Communication & Transportation	8.45
PoliceOne.com Academy	Dues & Subscriptions	790.00
Century Link	Utilities	424.84
Verizon Wireless	Cell Phones	381.84
Sands Law Office	Legal	1,629.00
Olesen Automotive	R&M Labor	295.00
Performance Automotive	R&M Labor	237.20
Microsoft	Computer Support	161.00
Buhlman, Carrie	Travel Expense	225.00
Clarion Inn	Travel Expense	415.00
Dusty Boot	Meeting Expense	42.92
Eagle County Animal Control	Animal Control	1,787.50
High Country Copiers	Copier Contract	144.90
<b>Total Public Safety</b>		<b>\$ 15,099.09</b>

#### **Building & Grounds**

Meritain Health	Health Insurance	\$ 1,018.39
US Treasury	ACA Tax- PCORI	16.55
Alpine Lumber	R&M Supplies	574.08
Best Electric	R&M Supplies	180.84
Colorado Specialties	R&M Supplies	267.05
Eagle Lock & Key	R&M Supplies	76.00
G&S Tool Clinic	R&M Supplies	67.11
Grainger	R&M Supplies	65.40
Grand Junction Pipe & Supply	R&M Supplies	160.37
Paint Bucket	R&M Supplies	85.11
Pet Pick Ups	R&M Supplies	240.00
Skyline Mechanical	R&M Supplies	150.00
Summit Supply	R&M Supplies	359.28
Wylaco Supply	R&M Supplies	214.59
G&S Tool Clinic	Vehicle R&M Supplies	68.20
PST Enterprises	Vehicle R&M Supplies	82.78
Sno-White Linen	Janitorial Supplies	149.21
Supply Works	Janitorial Supplies	2,876.34
Colorado Specialties	Communication & Transportation	200.00
G&S Tool Clinic	Communication & Transportation	12.98
Pet Pick Ups	Communication & Transportation	48.23
Summit Supply	Communication & Transportation	53.73
Century Link	Utilities	127.30
Holy Cross Energy	Utilities	2,309.55
Source Gas	Utilities	297.67

Jerry-master	Janitorial Contract	3,208.00
Best Electric	R&M Labor	444.00
Eagle Lock & Key	R&M Labor	142.50
Jerry-master	Old Town Hall Cleaning	345.00
Native Electric	R&M Labor	615.00
Skyline Mechanical	R&M Labor	385.00
Sonshine Window	R&M Labor	100.00
Tri-County Carpet Cleaning	R&M Labor	168.00
Vail Honeywagon	R&M Labor	1,601.20
Venzor Carpet Cleaning	R&M Labor	1,131.19
Microsoft	Computer Support	34.00
<b>Total Buildings and Grounds</b>		<b>\$ 17,874.65</b>

### Information Center

Amazon	Office Supplies	\$ 16.50
Batson's Corner Store; WalMart; Costco	Operating Supplies	157.26
Costco	Supplies	19.48
Alida's Fruits	Supplies for Resale	409.05
Aurora World	Supplies for Resale	371.00
Cedar Ridge Wholesale	Supplies for Resale	131.98
Colorado Candy Kitchen	Supplies for Resale	946.68
Colorado Smokin Butts	Supplies for Resale	228.72
Costco	Supplies for Resale	323.41
Cowboy Collectibles	Supplies for Resale	438.50
Down to Earth Pottery	Supplies for Resale	576.95
Gold Crest Distributing	Supplies for Resale	597.98
Luark, Mike	Supplies for Resale	200.00
MAI/DeBry	Supplies for Resale	133.54
Meadow Gold Grand Junction	Supplies for Resale	1,228.78
Red Canyon Spice	Supplies for Resale	25.50
Yellowstone River Trading	Supplies for Resale	309.30
Becky Iglehart	Supplies for Consignment	105.00
Carol Broere	Supplies for Consignment	14.00
Cynthia Lepthien	Supplies for Consignment	47.25
Derived From Nature	Supplies for Consignment	246.00
Eagle County Historical Society	Supplies for Consignment	971.03
Jennifer Kennedy	Supplies for Consignment	57.00
Jim Salcke	Supplies for Consignment	19.50
Mickey Fried	Supplies for Consignment	252.00
Nancy Knickerbocker	Supplies for Consignment	6.00
Nature's Details	Supplies for Consignment	526.69
Pamela Saden	Supplies for Consignment	1,018.84
Pocadot	Supplies for Consignment	403.00
Rena Horn	Supplies for Consignment	169.20
Rick Olsen	Supplies for Consignment	12.38
Sam Williams	Supplies for Consignment	231.00

Sandy Houghton	Supplies for Consignment	18.00
Suzie White	Supplies for Consignment	61.60
Teresa Hauser	Supplies for Consignment	270.00
Colorado Dept of Revenue	Sales Tax	3,381.00
Century Link	Utilities	313.47
Microsoft	Computer Support	14.00
<b>Total Information Center</b>		<b>\$ 14,251.59</b>
<b>Marketing</b>		
US Treasury	ACA Tax- PCORI	\$ 5.52
MountainCareers.com	Communication & Transportation	79.00
Microsoft	Computer Support	34.00
Flywheel	Website	15.00
Rocky Mountain Creations	Marketing	255.00
Resolution Graphics	Design & Production	150.00
Advance Colorado Fund	Events	1,500.00
Batson's Corner Store	Events	30.93
Chris Harguth	Events	2,991.60
Moto Mayhem	Events	2,000.00
<b>Total Marketing</b>		<b>\$ 7,061.05</b>
<b>TOTAL ADMINISTRATION</b>		<b>\$ 142,687.71</b>
<b>WASTEWATER FUND</b>		
Meritain Health	Health Insurance	\$ 678.93
US Treasury	ACA Tax- PCORI	11.04
Western Slope Beverage	Office Supplies	79.25
Mid-American Research Chemical	Operating Supplies	1,164.00
USA Bluebook	Operating Supplies	1,645.57
Wylaco Supply	Operating Supplies	57.45
Alpine Lumber	R&M Supplies	68.45
Fastenal	R&M Supplies	792.92
Ferguson Enterprises	R&M Supplies	9.01
Grand Junction Pipe & Supply	R&M Supplies	3.51
Kaeser Compressor	R&M Supplies	81.44
Van Diest Supply	R&M Supplies	221.75
Federal Express	Communication & Transportation	194.34
Kaeser Compressor	Communication & Transportation	24.74
US Post Office	Communication & Transportation	9.40
USA Bluebook	Communication & Transportation	61.10
Century Link	Utilities	489.97
Holy Cross Energy	Utilities	9,412.27
Source Gas	Utilities	215.01
Veris Environmental	Sludge Disposal	2,936.86
All Pro Sewer & Drains	Imaging	24,000.00
Best Electric	R&M Labor	324.00

Microsoft	Computer Support	28.00
Mott MacDonald	Mixing Zone Study	197.50
Accutest	Testing & Permits	984.00
Colorado Dept of Public Health	Testing & Permits	6,171.00
Seacrest Group	Testing	1,015.00
Wylaco Supply	Equipment Purchase	3,184.00
Colo Water Res. & Power Dev Auth.	WW Loan 1997	150,264.80
Colo Water Res. & Power Dev Auth.	WW Loan 2007	281,424.00
Colo Water Res. & Power Dev Auth.	Debt Service Interest	9,924.57
Colo Water Res. & Power Dev Auth.	Debt Service Interest	157,397.64
<b>TOTAL WASTEWATER FUND</b>		<b>\$ 653,071.52</b>

**WATER FUND**

Cody O'Kelly	Hydrant Meter Deposit Refund	\$ 349.58
Solis, Mark	Hydrant Meter Deposit Refund	400.00
Meritain Health	Health Insurance	1,697.32
US Treasury	ACA Tax- PCORI	27.59
Eagle Sinclair	Operating Supplies	2.17
Chemtrade	Operating Supplies	5,218.40
Colorado Dept of Public Health	Operating Supplies	881.00
DPC Industries	Operating Supplies	1,197.90
Nalco	Operating Supplies	5,856.21
Grand Junction Pipe & Supply	R&M Supplies	88.33
Van Diest Supply	R&M Supplies	221.75
Grand Junction Pipe & Supply	Supplies for Resale	2,604.49
HD Supply Waterworks	Meters	612.00
Federal Express	Communication & Transportation	83.71
Grand Junction Pipe & Supply	Communication & Transportation	74.06
HD Supply Waterworks	Communication & Transportation	13.45
US Post Office	Water Bill Postage	600.30
Amerigas	Utilities	672.55
Century Link	Utilities	1,970.31
FerrellGas	Utilities	1,071.63
Holy Cross Energy	Utilities	10,526.97
Garfield & Hecht	Legal Reimbursable	2,665.64
Garfield & Hecht	Legal	472.50
Resource Engineering	Reimbursable Engineering	80.00
Resource Engineering	Engineering	160.00
Best Electric	R&M Labor	1,944.00
Accutest	Compliance Testing	174.50
Browns Hill Engineering	Computer Support	2,972.00
Microsoft	Computer Support	113.00
Colo Rural Water Assoc	Training	180.00
Hach	Contract Payments	420.47
Archibeque Land Consulting	Tank Replacement	2,685.00
Archibeque Land Consulting	Upper Basin Water Treatment Plant	1,702.00

Mott MacDonald	Upper Basin Water Treatment Plant	1,110.00
US Post Office	Communication & Transportation	2.41
Oldcastle SW Group	Main Replacement--Wall	471.55
US Post Office	Communication & Transportation	5.86
<b>TOTAL WATER FUND</b>		<b>\$ 49,328.65</b>
<b>CAPITAL IMPROVEMENTS</b>		
Garden Center	Bus Shelter Eby Creek	\$ 4,826.16
Heartwood Custom Woodworks	Town Hall Improvements	2,807.50
Caroline Bradford	Town Park Improvements	1,425.00
Kipp Land Surveying	Grand Avenue Planning	1,087.50
<b>TOTAL CAPITAL IMPROVEMENTS</b>		<b>\$ 10,146.16</b>
<b>REFUSE FUND</b>		
Vail Honeywagon	R&M Labor	\$ 40.00
Vail Honeywagon	Refuse	83,886.32
<b>TOTAL REFUSE FUND</b>		<b>\$ 83,926.32</b>
<b>OPEN SPACE FUND</b>		
Brush Creek Landscaping	R&M Supplies	\$ 4,349.00
Take Aim Marketing	Trail Kiosk Content Design	1,000.00
Brush Creek Landscaping	R&M Services	1,910.00
Microsoft	Computer Support	34.00
Mountain Pest Control	Weed & Pest Control	450.00
Paller & Girard	Weed & Pest Control	962.50
Metcalf Archaeology	Surveying Services	1,277.75
S2O Design	Eagle River Park Improvements	5,532.64
Copy Plus	Pump Track Signs	23.55
<b>TOTAL OPEN SPACE FUND</b>		<b>\$ 15,539.44</b>
<b>TOTAL BILL SCHEDULE</b>		<b>\$ 954,699.80</b>
<b>TOTAL PAYROLL</b>		<b>\$ 220,475.43</b>
<b>TOTAL</b>		<b>\$ 1,175,175.23</b>

**TOWN OF EAGLE PAYROLL - AUGUST 2016**

<b>TITLE</b>	<b>GROSS AMOUNT</b>
Building Official	\$ 2,931.16 2,931.17
Administrative Assistant	1,614.58 1,614.58
Town Planner	3,004.62 3,004.62
Open Space Coordinator	393.31 1,093.28
Finance Director	3,028.85 3,028.85
Town Clerk	2,307.70 2,307.70
Town Manager	5,346.15 4,846.15
Administrative Assistant	1,672.80 1,672.80
Town Board Trustee	400.00
Town Board Trustee	250.00
Planning Commission	100.00
Planning Commission	100.00

Planning Commission	\$	100.00
Planning Commission		100.00
Planning Commission		100.00
Planning Commission		100.00
Shop Crew Leader		2,618.66
		2,414.90
Administrative Technician		1,938.78
		1,938.78
Assistant Engineer		3,123.23
		3,211.07
Maintenance Worker		2,055.82
		2,178.12
Maintenance Worker		2,200.76
		2,012.12
Assistant Engineer		3,214.49
		3,214.50
Public Works Inspector		2,489.70
		2,425.13
Streets		3,038.21
		2,496.74
Public Works Secretary		1,617.89
		1,617.89
Streets		1,730.40
		1,730.40
Streets		1,740.70
		1,648.00
Municipal Court Judge		600.00
Police Secretary/Court Clerk		1,814.73
		1,814.72

Court Clerk	\$	398.25
		494.13
Sergeant		2,423.08
		2,423.09
Police Officer		1,923.08
		1,923.08
Lieutenant		2,886.39
		2,886.39
Sergeant		2,434.62
		2,525.92
Police Chief		3,307.70
		3,307.70
Patrol Officer		2,714.10
		3,175.18
Patrol Officer		2,392.97
		2,066.89
Patrol Officer		1,041.71
		2,250.61
Patrol Officer		2,474.96
		2,069.73
Patrol Officer		2,196.95
		3,478.57
Buildings & Grounds Supervisor		2,312.52
		2,312.52
Buildings & Grounds Worker		1,897.32
		1,862.08
Buildings & Grounds Worker		1,750.00
		1,600.00
Buildings & Grounds Worker		504.00

Buildings & Grounds Worker	\$	868.00
		1,120.00
Buildings & Grounds Worker		1,008.00
		1,120.00
Information Center		1,012.50
		1,278.00
Information Center		259.00
		525.00
Information Center		651.00
		507.50
Information Center		640.50
		637.00
Public Works		2,604.00
		2,604.00
Public Works		2,447.46
		2,282.46
Public Works Foreman		3,631.92
		3,158.19
Public Works Director		4,139.34
		4,139.34
FICA Taxes	\$	14,982.61
Retirement		9,942.01
misc deduction		(300.00)
<b>TOTAL</b>	<b>\$</b>	<b>220,475.43</b>



# The Town of Eagle

Box 609 • Eagle, Colorado 81631  
(970) 328-6354 • Fax 328-5203

Meetings:  
2nd and 4th Tuesdays

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## MEMORANDUM

**TO:** Town Board of Trustees

**FROM:** John Staight, Open Space Coordinator

**DATE:** September 8, 2016

**SUBJECT:** Black Hills Energy temporary construction easement payment

**REQUESTED ACTION:** Approve forwarding the \$24,000 easement payment made by Black Hills Energy on to A&R Investments, LLC in accordance with the MOU previously signed by the Town Board of Trustees

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The Town Board of Trustees approved the attached Memorandum of Understanding and Resolution No. 24 at its May 24, 2016 meeting. In the MOU, the Town agreed to request a payment in the amount of \$24,000 from Black Hills Energy for the right to use a temporary construction easement on the Abrams Creek Open Space property. A&R Investments LLC, the owner and seller of the Abrams Creek (A&R) parcel, had previously requested that Black Hills pay them \$24,000 for the right to use the temporary construction easement. A&R Investments requested that the Town as the buy enter into the attached MOU prior to the June 16<sup>th</sup> closing date because they were concerned that Black Hills would not complete payment directly to them prior to closing.

The Town has received a \$24,000 check from Black Hills Energy for the easement. The Town Board's approval of this item as part of the September 13<sup>th</sup> Consent Agenda will enable the Town's Finance Director to issue a check for \$24,000 to A&R Investments LLC. With this payment, the Town, as a good faith buyer of the Abrams Creek Open Space property, will have fulfilled all of its commitments to the seller.

**RESOLUTION NO. 19**  
**(Series of 2016)**

A RESOLUTION OF THE BOARD OF TRUSTEES TOWN OF EAGLE,  
COLORADO APPROVING A CONTRACT FOR THE PURCHASE OF  
PROPERTY FROM A & R INVESTMENT COMPANY, A COLORADO  
LIMITED LIABILITY COMPANY.

WHEREAS, the Town of Eagle desires to purchase approximately one hundred sixty (160) acres of land located in Eagle County, Colorado from A & R Investment Company, a Colorado limited liability company, to be used for open space and recreation purposes; and

WHEREAS, A & R Investment Company, LLC has accepted the Town of Eagle's offer to purchase said property pursuant to a contract for purchase and sale of property, attached hereto as Exhibit "A", and incorporated herein by this reference; and

WHEREAS, pursuant to Section 21 of said Contract, the attached Contract must be approved and ratified by the Board of Trustees at regularly scheduled public meeting; and

WHEREAS, pursuant to said Contract, the purchase price for fee title acquisition of the property shall be seven hundred thirty-five thousand dollars (\$735,000.00), and the Town of Eagle will use Town funds, County funds, and Eagle Ranch Association funds to pay the purchase price and related costs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF EAGLE, COLORADO:

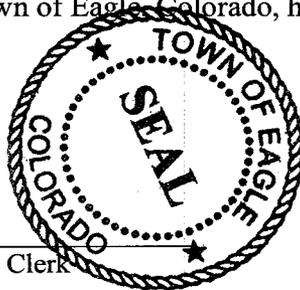
Section 1. The Contract, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved and ratified by the Board of Trustees of the Town of Eagle, Colorado.

Section 2. The Town staff is hereby authorized and directed to take all actions necessary pursuant to the attached Contract to close on the purchase of such property.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of  
Trustees of the Town of Eagle, Colorado, held on April 12, 2016.

ATTEST:

  
\_\_\_\_\_  
Jenny Rakow, Town Clerk



TOWN OF EAGLE, COLORADO

  
\_\_\_\_\_  
Yuri Kostick, Mayor

**CONTRACT FOR PURCHASE AND SALE OF PROPERTY  
(A&R Property-Eagle County, Colorado)**

**THIS CONTRACT FOR PURCHASE AND SALE OF PROPERTY** (the "Agreement") is entered into this 18 day of March, 2016, by and between **the Town of Eagle, Colorado**, a municipal corporation ("Buyer" or "Town") and **A & R Investment Company**, a Colorado limited liability company (the "Seller" or "A & R"). The Seller and the Purchaser are collectively referred to as the "**Parties**", herein. The following exhibits are attached hereto and made a part of this Agreement:

- Exhibit A: Description of the Property
- Exhibit B: Map of Property

**RECITALS:**

- A. Seller is the owner of approximately 160 acres of Property, more or less, located in Eagle County, Colorado, which is generally described on the attached **Exhibit A**, and shown on the attached **Exhibit B** (the "**Property**").

The Property, is surrounded by extensive public property administered by the United States Department of the Interior, Bureau of Land Management and privately held property. The Property serves as critical habitat for wildlife and purchase of the Property by the Town will provide for the preservation of open space and natural habitat, scenic views and recreational activities such as hiking and bicycling for the benefit of the public.

- B. The transfer of the Property shall include all development rights and approvals, zoning rights and approvals, sand, gravel, minerals, rights of way, easements and other property rights appurtenant thereto and owned by Seller (all of the foregoing property interests are included within the definition of the Property as used in this Agreement).

**AGREEMENT**

For good and valuable consideration, the Parties agree as follows:

- 1. **CONVEYANCE OF THE PROPERTY.** Seller agrees to sell and Town agrees to buy, on the terms and conditions set forth in this Agreement, together with interests, easements, rights, improvements and attached fixtures appurtenant thereto, and all interests of Seller therein the Property.

- a. **Inclusions on the Property.** The Purchase Price (defined below) includes the following items:

- i. **Fixtures.** All fixtures attached to the Property on the date of this Agreement, if any, and none other. Seller shall not add any other fixtures to the Property between the date of the Agreement and date of Closing.
  - ii. **Personal Property.** Not applicable.
  - iii. **Trade Fixtures.** Not Applicable.
  - iv. **Water Rights, Water and Sewer Taps, Well Rights.** Not Applicable.
  - v. **Growing Crops.** Not Applicable.
  - vi. **Payment of encumbrances.** All liens, mortgages or deeds of trust encumbering the Property will be paid at or before Closing from funds of Seller or the proceeds of this transaction and the same shall be released.
- b. **Exclusions on the Property.** None.

2. **PURCHASE PRICE; PROPERTY TAXES.** The purchase price for the fee title acquisition of the Property shall be Seven Hundred Thirty-five Thousand and no/100 dollars (\$735,000.00) to the Seller. (the "**Purchase Price**"). At Closing, the Purchase Price shall be paid in cash, certified funds, or by wire transfer of federal or other immediately available funds.
3. **CLOSING DATE.** The closing of the transaction and the transfer of fee title to the Property to Buyer (the "**Closing**") shall be held at the office of the Title Company on or before May 31, 2016 (the "**Closing Date**").
4. **SATISFACTORY INSPECTION AND REVIEW.** Seller and Buyer expressly covenant and agree that Buyer's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the purchase of fee title to the Property. Buyer shall have a period in which to review the documents and to make the inspections or to perform the activities described below. The period of inspection (the "**Inspection Period**"), unless extended as provided herein or upon written agreement of the Parties, shall terminate on the earlier of (i) receipt by Seller of notice from Buyer that the Property is suitable for purchase; or (ii) Midnight, Mountain Time, May 17, 2016. Except as otherwise provided in this Agreement, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As-Is" condition, "Where Is" and "With All Faults."

**a. Documents.** Not later than ten (10) days after the Effective Date, Seller shall provide, at Buyer's expense, to Buyer: (a) a title commitment issued by the Heritage Title Company of Eagle, Colorado ("Title Company"), together with legible copies of the deed or deeds by which the Seller holds title to the Property, legible copies of any instruments listed in the legal description for the Property, and legible copies of all exceptions to title, pursuant to which the Title Company shall issue to Town a standard coverage owner's policy of title insurance, including "gap" and mechanic's lien coverage, insuring title access to the Property as of the date of Closing in the amount of the Purchase Price and which shall delete or insure over the standard exceptions which relate to parties in possession, unrecorded easements, survey matters, and unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain this additional coverage shall be paid by Buyer; (b) to the extent in Seller's possession or known to and reasonably obtainable by Seller, copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, surveys or maps of the Property, and studies and reports regarding the soils or water or under the Property; (c) Seller shall deliver true copies all easements, liens, leases, or other matters affecting the Property (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including without limitation, rights of first refusal and options) not shown of public records of which Seller has actual knowledge.

**b. Property Disclosure.** Intentionally Deleted.

**c. Leases.** Not later than ten (10) days after the Effective Date, Seller shall provide to Buyer copies of any and all leases, agreements and written summaries of verbal agreements with third parties relating to the Property, if any.

**d. Taxes. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH

INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

- e. **Right of First Refusal or Contract Approval.** Seller states and warrants to Buyer that no third party has a right of first refusal to purchase the Property and no third party has a right to approve this Contract.
- f. **Survey.** Buyer's surveyor may prepare a boundary survey of the Property at Buyer's cost. The Survey shall appropriately flag and locate all perimeter boundary corners of the Property. Seller shall provide the Buyer and Buyer's surveyor with the documents for depiction on the survey (or if not possible to be depicted, for inclusion of a survey note describing the document. Such survey shall contain (i) the correct legal description for the Property; (ii) all property dimensions of the Property and the location of all boundary corners for the parcel; (iii) the number of square feet contained within the parcel to the nearest square foot; (iv) the location of all easements, ditches, rights of ways and other matters revealed by a physical inspection of the parcel or the title commitment and are capable of being shown; (v) the location of any all material improvements located on, under or encroaching onto Property, including but not limited to, any and all buildings, driveways, paved areas, roads, poles, overhead power lines and fences.
- g. **Environmental Review.** Buyer may conduct such environmental reviews as it determines necessary in its sole discretion. In the event of any unsatisfactory environmental condition, Buyer will notify Seller prior to the Inspection Deadline. The Parties agree to meet to discuss an appropriate mitigation plan or price reduction. If a resolution satisfactory to Buyer is not achieved, then Buyer may elect to terminate this Agreement. Further, Seller shall remove all known cars, vehicles, trash, debris, equipment, parts, inventory, landfills, disposal sites, and any and all other items from the Property prior to the Inspection Deadline.
- h. **Mineral Remoteness Report.** Buyer may engage consultants to perform a mineral study and to render an opinion on the likelihood of mineral development on the Property.
- i. **Water Rights.** Buyer may engage consultants to perform an evaluation of the water rights on its behalf.
- j. **Baseline Report.** Buyer will engage a consultant to prepare a baseline report in connection with an anticipated conservation easement for the Property.

- k. Open Space Advisory Committee and Eagle County Wildlife Committee Approval.** Buyer shall have through the Inspection Period, in which to obtain funding through the Eagle County Open Space Program and others to fund a portion of the Purchase Price. This Agreement is conditioned upon approval by the Eagle County Board of County Commissioners at a regularly scheduled public meeting following a funding recommendation by the Eagle County Open Space Advisory Committee ("OSAC") and nothing herein shall be deemed a pre-approval of such funding by the Board of County Commissioners. This Agreement is also contingent upon obtaining funding from the Eagle Ranch Wildlife Committee for a portion of the Purchase Price.

The Parties acknowledge that SourceGas Distribution LLC currently owns a pipeline easement across the Property and that SourceGas Distribution LLC has been negotiating with Seller to acquire an additional easement, including a temporary construction easement, from Seller for a natural gas distribution pipeline. This Agreement is expressly contingent upon Buyer receiving and approving any easement agreement, revegetation agreement, reclamation agreement, access agreement, or any other agreement written or implied between Seller and SourceGas Distribution LLC, a related SourceGas company, or any future owner of SourceGas Distribution LLC, including Black Hills Corporation, prior to Closing. In the event the Buyer fails to approve any such agreement, this Agreement shall be null and void and of no effect.

The Parties acknowledge that simultaneously with conveyance of the Property by Seller to Buyer, the Buyer intends to convey a conservation easement on the Property to the Eagle Valley Land Trust. This Agreement is expressly conditional upon Buyer negotiating and executing a conservation easement with the Eagle Valley Land Trust. In the event the Buyer fails to approve such conservation easement prior to Closing, this Agreement shall be null and void and of no effect.

- l. Due Diligence: Inspection; Right of Entry.** Buyer or its designated consultants, agents and/or employees shall have the right to enter the Property at reasonable times for surveying, mapping, physical and environmental inspection, construction activities and other reasonable purposes related to the transaction contemplated hereunder. Buyer shall restore the Property to the same condition existing prior to any such investigations. Buyer, to the extent permitted by law, hereby indemnifies and holds harmless Seller from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Buyer or Buyer's employees, agents, or any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of Buyer or its agents, provided that such

indemnification and hold harmless shall not apply to claims arising out of the conduct of Seller.

- 5. ELECTION AT THE END OF THE INSPECTION PERIOD.** During the Inspection Period and prior to Closing, Buyer may make the above-described physical and environmental inspections, applications, reviews, studies, evaluations, surveys, and approval of required documents, all as required to satisfy itself, the Eagle Valley Land Trust and Eagle County as to the acceptability and suitability of the Property (collectively, the “**Condition of Property**”) for purchase. Should, for any or no reason and in its sole discretion, Buyer is not satisfied that the Property is acceptable or suitable for acquisition by Buyer, Buyer shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Agreement shall be considered null and void and of no further force and effect; provided, however, if the objections of Buyer are to title or other defects or matters identified by Buyer which Seller can reasonably cure within a ten (10) day period following the receipt of notice from Buyer, Seller may, at its option, have such period to cure such defects to the reasonable satisfaction of Buyer. Buyer shall, at any time, have the right to waive the conditions precedent to its performance under this Agreement before the end of the Inspection Period, and if Buyer elects to waive the conditions precedent to its performance and to terminate the Inspection Period, this Agreement will remain in full force and effect. Failure of Buyer to notify Seller of its dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of this condition precedent and acceptance of the Property as suitable, as required above.
- 6. CLOSING DOCUMENTS.** Seller and Buyer shall cooperate with the Title Company to enable the Title Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. Buyer and Seller agree to execute the Colorado Real Estate Commission’s Closing Instructions. At Closing, Seller shall (i) execute and deliver to Buyer or its assigns a Special Warranty Deed, in a form acceptable to Buyer, conveying good, marketable and insurable title to the Property, free and clear of all liens, encumbrances, and taxes except exceptions as are of record and are approved during the Inspection Period; (ii) a certificate that Seller is not a resident alien, as defined in the internal Revenue Code and Treasury Regulations promulgated thereunder, in accordance with Section 1445 of the Treasury Regulations, or such other certificate or document necessary to comply with Section 1445 of the Internal Revenue Code and such documents as are required to comply with Colorado law with respect to withholding from a nonresident seller; and such additional instruments and documents as may be reasonably required by Buyer or the Title Company in connection with the consummation of the transaction contemplated hereby Seller and Buyer agree and acknowledge that C.R.S., Section 39-22-604.5 provides that in case of any conveyance of a Colorado real property interest, the person or party providing closing and settlement services shall be required to withhold an amount equal to 2% of the sales price or the net proceeds resulting from such

conveyance, whichever is less, when the transferor is a non-resident of the State of Colorado. Seller shall be obligated to either comply with the withholding requirements of C.R.S. Section 39-22-604.5 or provide an affidavit in form and content satisfactory to the Title Company, which certifies that Seller is not subject to the withholding requirements. Seller shall provide at Closing any additional documents required by Buyer or the Title Company.

7. **TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver the Closing documents identified in Paragraph 6 hereof and title shall transfer as set forth herein.
8. **TAXES.** Seller shall on or before the Closing Date, pay all real property taxes for the Property for the year 2015 and the current year.
9. **COSTS AND FEES.** Closing fees shall be paid by the Buyer. The premium for the title insurance policy and endorsements described above shall be paid by Buyer. Payment of taxes to the date of Closing for the Property will be a final settlement. All other Closing costs shall be borne by the Buyer. Each party shall pay for the costs of their attorneys and consultants in performing work in connection with this Agreement.
10. **REPORTING OF TRANSACTION.** The Title Company shall prepare and file, promptly after the closing contemplated by this Agreement, the required forms with the Internal Revenue Service pursuant to Section 6045(e)(2) of the Internal Revenue Code, as amended. The Title Company is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code and Treasury Regulations.
11. **POSSESSION.** Possession of the Property shall be delivered to Buyer at Closing.
12. **CONDITION OF THE PROPERTY, REPRESENTATIONS.** As of the date of this Agreement and as of the date of Closing, Seller warrants and represents the following:
  - a. Seller is the record owner of the Property, including specifically, without limitation, the sand, gravel and mineral rights, and water rights, if any. As of the Closing Date, Buyer will have good and marketable title to the Property, including insurable access to all portions of the Property, and Seller shall ensure that all mortgages or deeds of trust, mechanics and material-man's liens are released.
  - b. Seller has not received any notices, demands or deficiency comments from any mortgagee of the Property or from any state, municipal or county government or any agency thereof with regard to the Property.

- c. There are no actions, suits, proceedings or investigations pending, or to Seller's actual knowledge, without any investigation by Seller ("Seller's Actual Knowledge") threatened, against or affecting the Property, or arising out of Seller's conduct on the Property or which would affect the ability of the Seller to fulfill its obligations under this Agreement. Seller shall provide copies of any notices, actions, suits, proceedings, investigations of any type affecting the Property, including, without limitation, any notices affecting the taxation, assessment, assessment classification, zoning, or permitted uses of the Property received at any time prior to or after Closing.
- d. To Seller's Actual Knowledge, Seller is in compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.
- e. Other than this Agreement, Seller is not party to or subject to or bound by any agreement, contract or lease of any kind relating to the Property except for an easement granted to SourceGas Distribution LLC. There are no rights of possession to the Property or options or rights of first refusal in third parties, or rights of access across the Property by third parties.
- f. To Seller's Actual Knowledge, the Property is not in violation of any federal, State or local law, ordinance or regulation relating to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions. Neither Seller, nor to Seller's Actual Knowledge, any third party, has used, generated, manufactured, refined, produced, processed, stored or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does Seller intend to use the Property prior to Closing Date for the purpose of generating manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials. For the purpose hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, petroleum products, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, *et. seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 *et. seq.*, the Resource Conservation and Recovery Act, 42, U.S.C. Sec. 6901 *et. seq.*, or any other federal,

state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws and any materials or substances including petroleum products as defined in ASTM Standard E 1527-05. To Seller's Actual Knowledge, there are no underground storage tanks situated on the Property; to Seller's Actual Knowledge, no such tanks have been previously situated thereon. To Seller's Actual Knowledge, there are no landfills, disposal sites or contamination on the Property. Upon execution of this Agreement by Seller through the date of Closing, Seller shall not store, use, handle and dispose of any hazardous material on the Property. Seller has not received any notice that the Property will be the subject of any investigation by any governmental or other entity.

- g. No representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading.
- h. Each and every document, schedule, item and other information prepared by Seller, or to which Seller is a party, delivered by Seller to Buyer hereunder, shall be true and not materially misleading.
- i. Seller is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Seller in accordance with its terms.
- j. Seller shall not grant or convey any easement, temporary construction easement, lease, encumbrance, license, permit or any other legal or beneficial interest in or to the Property without the prior written consent of Buyer, nor shall Seller knowingly violate any law, ordinance, rule or regulation affecting the Property. Seller shall do or cause to be done all things reasonably within its control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges and licenses in favor of or constituting any portion of the Property. Further, Seller agrees to pay, as and when due, any and all encumbrances on and taxes, assessments and levies in respect of the Property through the Closing Date except as may be provided for herein.

**13. CONDITION OF PROPERTY, LIABILITY.** Seller has made certain representations and warranties concerning the Property and its condition. During the Inspection Period the Buyer has the right to inspect the condition of the Property. However, without regard to

any inspections made by Buyer, nothing in this Agreement shall relieve either party of liability for misrepresentation, breach of warranty or failure to reasonably inspect the condition of the Property.

#### **14. PRESERVATION OF PROPERTY; RISK OF LOSS.**

- a. Preservation of Property.** Except as otherwise set forth herein, Seller agrees that the Property shall remain as it now is until Closing, that no timber, crops, sand, gravel, minerals, improvements or any other part of the Property shall be sold or removed from the Property, and that Seller agrees that is shall neither use nor consent to any use of the Property for any purpose or in any manner that are not permitted under the terms of this Agreement. In the event that Seller shall use or consent to such use of the Property, Buyer may, without liability, refuse to accept the conveyance of the Property; or alternatively it may elect to accept the conveyance of the Property with a price adjustment for the change in circumstances, and/or maintain an action against the Seller for damages.
- b. Property Damage. Intentionally Deleted.**
- c. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property, Seller shall promptly notify Buyer, in writing, of such condemnation action. Buyer shall have the right to terminate under this Paragraph 14 on or before Closing based on such condemnation action, in Buyer's sole and subjective discretion. Should Buyer elect to consummate this Agreement despite such diminution of value to the Property, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in value of the Property but such credit shall not include relocation benefits or expenses, or exceed the Purchase Price.

#### **15. DEFAULT.**

- a. Buyer's Remedies.** If Seller shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close, Buyer's sole remedy shall be to terminate this Agreement and be released from its obligations hereunder.
- b. Seller's Remedies.** If Buyer shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close, Seller's sole option shall be to terminate this Agreement and be released from its obligations hereunder.

**16. NOTICES.** All notices required or permitted hereunder will be deemed to have been delivered upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, or sent by telecopier or email, or sent by Federal Express or other overnight courier for delivery at the soonest possible time offered by such courier, directed as follows:

**If to Seller:**

A & R Investment Company  
6500 Stapleton Dr. S., Suite F-201  
Denver, CO 80216  
Attention: Alan Eber  
Telephone: (303)388-5319  
Facsimile: (303) 388-5310  
Email:

**If to Buyer:**

Town of Eagle, Colorado  
200 Broadway  
Post Office Box 609  
Eagle, Colorado 81631  
Attention: John Staight, Open Space Coordinator  
Telephone: (970) 328-6354  
Fax: (970) 328-5203  
Email: [john.staight@townofeagle.org](mailto:john.staight@townofeagle.org)

**With a copy to:**

Edward P. Sands, Eagle Town Attorney  
450 West Avenue, Suite 204  
Rifle, Colorado 81650  
Telephone: (970) 625-1075  
Fax: (970) 625-3989  
Email: [ed@sandslawoffice.com](mailto:ed@sandslawoffice.com)

**17. MISCELLANEOUS.**

- a. No Broker.** Seller and Buyer represent to each other that no brokers are involved in this transaction. Each party, to the extent permitted by law, shall defend, indemnify and save the other party harmless from and against any and all claims,

suits, expenses, or attorneys' fees for any real estate brokerage commission and brokerage charges caused by such party.

- b. **Assigns.** Buyer may assign this Agreement in whole or in part, and its rights as Buyer hereunder.
- c. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties' heirs, executors, administrators, successors and assigns.
- d. **Exhibits.** The exhibits hereto constitute an integral part of this Agreement and are hereby incorporated herein.
- e. **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts, all of which shall constitute one agreement which shall be binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the original or the same counterpart. Signatures may be evidenced by facsimile transmission and at the request of any party documents with original signatures shall be provided to the other party.
- f. **Severability.** If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- g. **Entire Agreement.** This Agreement represents the entire agreement of the Parties and may not be amended except by a writing signed by each party thereto.
- h. **Authority.** Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.
- i. **Further Actions.** Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to Buyer and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement. In the event of termination of this Agreement by Buyer, as provided herein, Seller shall promptly execute such documents as are reasonably required by the Escrow or Title Company.
- j. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

- k. **Offer.** When signed and delivered to the Seller by Buyer, this Agreement will constitute an offer to the Seller that can be accepted only by the Seller signing and delivering to Buyer an executed original of this Agreement on or before (but not after) Tuesday, March 22, 2016 at 5:00 p.m., Mountain Time. Buyer may withdraw such offer in writing at any time prior to its acceptance.
- l. **Legal Counsel.** Each party to this Agreement has had the opportunity to consult with independent legal counsel of their own choice or have voluntarily declined to seek such counsel. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.
- m. **Good Faith.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to, exercising the rights and obligations under this Agreement.
- n. **Recitals.** The recitals set forth above are hereby incorporated into the Agreement.

**18. SATURDAYS, SUNDAYS, HOLIDAYS.** If the final date of any time period of limitation set out in any provision of this Agreement falls on a Saturday, Sunday or a legal holiday under the laws of the State of Colorado, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

**19. BUYER'S CONTINGENCIES.** Specific contingencies to Buyer's obligation to perform hereunder are (1) the approval, in its sole discretion by the Board of Trustees of the Town of Eagle, the Eagle County Open Space Advisory Committee and the Eagle County Board of County Commissioners, and the Eagle Ranch Wildlife Committee; (2) the Town of Eagle agreeing to the terms of a conservation easement for the Property with Eagle Valley Land Trust and agreeable to Buyer's funding partners; (3) Buyer approving any new easements, revegetation agreement, reclamation agreement, access agreement, or any other agreement written or implied entered into with SourceGas Distribution LLC, a related SourceGas company, or any future owner of SourceGas Distribution LLC, including Black Hills Corporation; (4) the Buyer being satisfied with the Condition of the Property prior to the end of the Inspection Period; (5) there being no unacceptable change in the Condition of the Property after the end of the Inspection Period and prior to Closing as determined by Buyer in its discretion; and (6) Buyer obtaining sufficient funding for the acquisition, as determined by the Buyer in its sole discretion, at any time prior to Closing. If any contingency is not met or waived by the Buyer, without regard to whether the Buyer has

otherwise accepted the condition of the Property, then this Agreement shall be null and void and of no effect.

- 20. COMPLIANCE WITH FEDERAL LAW.** Each party hereby represents and warrants to the other that (A) neither the party making the representation, nor any persons or entities holding any legal or beneficial interest whatsoever in the party making the representation, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of Treasury (“OFAC”); (ii) designed by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism” (September 23, 2001) or any executive order of the President issued pursuant to such statutes or (iii) persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action; and (B) the activities of the party making the representation do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Each party further covenants and agrees to promptly deliver to the other any documentation that the other party, may reasonable request in order to confirm the accuracy of the representations and warranties made in this paragraph.
- 21. APPROVAL BY BOARD OF TRUSTEES.** Seller understands that this Agreement must be approved and ratified by the Board of Trustees at the Town of Eagle at a regularly scheduled a public meeting. Upon acceptance by Seller, Buyer shall immediately schedule said public meeting and this Agreement will become effective upon the Board of Trustees affirmative motion on the same. In accordance with applicable public finance law and notwithstanding anything to the contrary contained in this Agreement, Buyer shall have no obligations under this Agreement nor shall any payment be made to Seller without an appropriation thereof in accordance with a budget adopted by the Board of Trustees. All obligations payable beyond the current fiscal year are subject to funds being available and appropriated prior to Closing.
- 22. EFFECTIVE DATE.** The Effective date of this Agreement shall be the date the Agreement is approved by the Town of Eagle Board of Trustees in an open and public meeting.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**SELLER:**

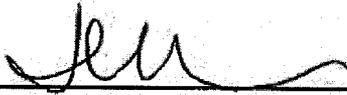
**A & R Investment Company,  
a Colorado limited liability company**

By: \_\_\_\_\_  
**Alan Eber, Manager**

Date: \_\_\_\_\_

**BUYER:**

**Town of Eagle, Colorado, a municipal corporation,  
acting by and through its Board of Trustees**

By:  \_\_\_\_\_  
**Jenny Rakow, Interim Town Manager**

Date: 3.18.16

**EXHIBIT A**

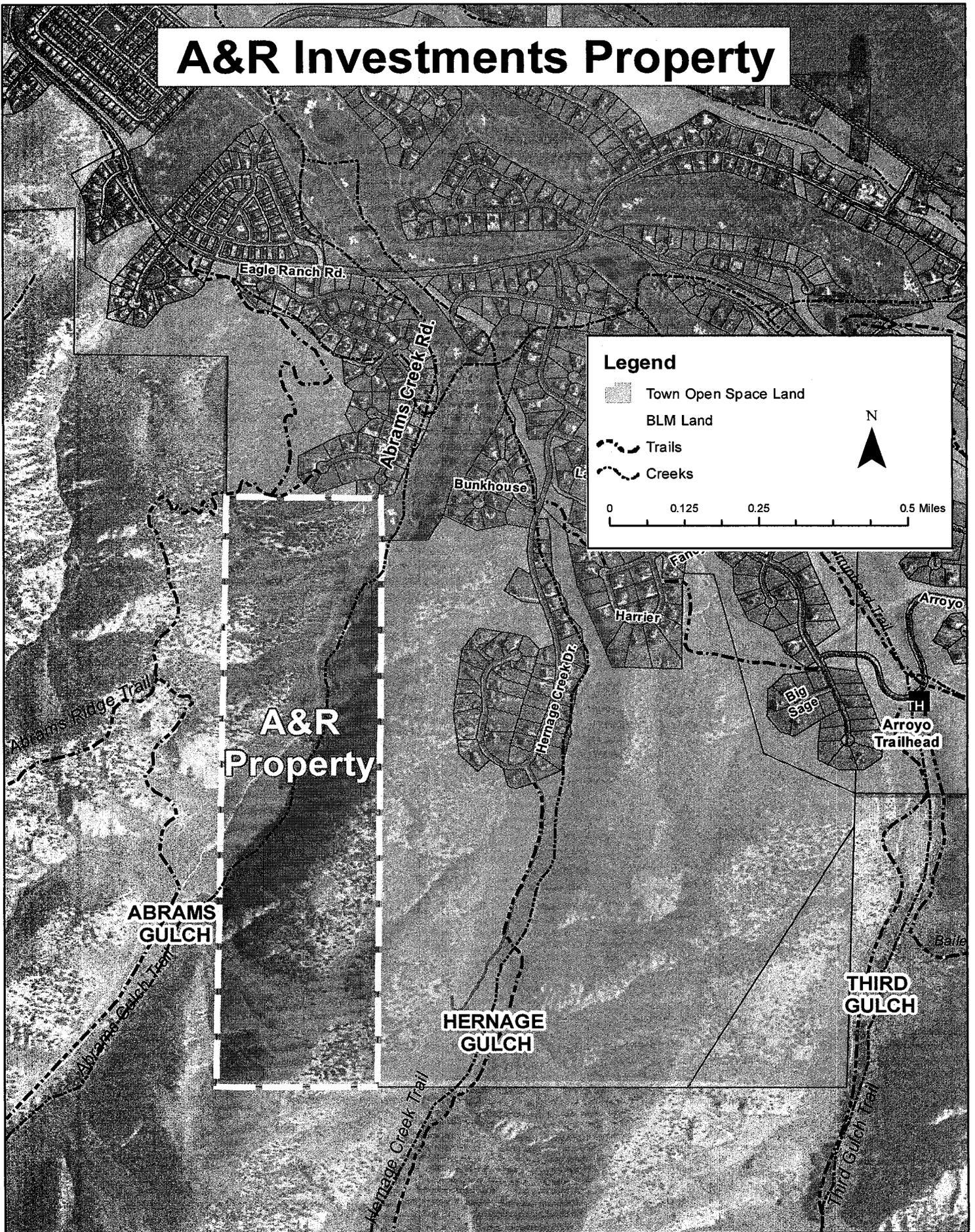
**DESCRIPTION OF THE PROPERTY**

**The W2W2 (Tract 70 being a resurvey of School Section 16, Township 5 South,  
Range 84 West of the 6<sup>th</sup> P.M.) situate in the County of Eagle, State of Colorado**

**EXHIBIT B**

**MAP OF PROPERTY ON FOLLOWING PAGE**

# A&R Investments Property



## Legend

- Town Open Space Land
  - BLM Land
  - Trails
  - Creeks
- 0 0.125 0.25 0.5 Miles
- N

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**SELLER:**

**A & R Investment Company,  
a Colorado limited liability company**

By: Alan Eber  
Alan Eber, Manager

Date: March 21, 2016

**BUYER:**

**Town of Eagle, Colorado, a municipal corporation,  
acting by and through its Board of Trustees**

By: Jenny Rakow  
Jenny Rakow, Interim Town Manager

Date: 3.18.16

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement"), dated as of August 15, 2016 is between PINE PRODUCTIONS, a Colorado Limited Liability Corporation ("Contractor") and the Town of Eagle, Colorado municipal corporation, ("Town").

WHEREAS, the Town wishes to obtain certain services from the Contractor in connection with the Town of Eagle's Special Events, and the Contractor wishes to provide such services to the Town.

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

### **AGREEMENT**

1. Engagement of Contractor. Town hereby engages the Contractor to provide the Services (as defined below) and the Contractor hereby accepts such engagement, upon the terms and conditions set forth in this Agreement.
  - a. Services. The Contractor shall personally and directly provide to Town the following Special Event-related services ("Services"):
    - i. Event coordination with event producers, staff and organizations to include pre- and post-event meetings for the following events:
      1. Vail Valley Cup Cindy Eskwith Memorial Soccer Tournament October 1-2
      2. Colorado High School Cycling League State Championships October 21-23
      3. Christmas on Broadway December 3
    - ii. Event coordination with event producers and staff for the following events:
      1. Sweet Leaf Pioneer Days September 10
      2. VRD Cyclocross Race September 14
      3. Sunset View Cemetery Tour October 8
      4. Eagle Ranch Pumpkin Patch October 9
      5. Eagle YogaFest October 14-16
    - iii. Event Coordination with event producers and staff in conjunction with Eagle County for the following events held at the Eagle River Events Center / Eagle County Fairgrounds
      1. Vail Valley Vintage Market September 9-10
      2. Moto Mayhem Endurocross Race September 24
      3. Flying Eagle Open Disc Golf Tournament September 24-25

- iv. Event Coordination with event producers and staff in conjunction with WECMRD for the following events held at the Pool & Ice Rink facility and WECMRD fields
    1. Vail Valley Cup Cindy Eskwith Memorial Soccer Tournament October 1-2
    2. Vail Valley Lacrosse Fall Tournament October 16
    3. VEHA Sportsmanship Hockey Tournament November 4-6; 11-3 and 18-20
  - v. Necessary onsite management of special events.
  - vi. Facilitate involvement of special event related staff and organizations in ensuring that services committed to event producers are being provided.
  - vii. Coordinate with administrative assistant on new events as new permit applications are received.
  - viii. Work with Town Manager on issues related to risk management as they relate to special events.
  - ix. Contribute expertise and provide input to the Town as the Town moves forward to best practices and development of standardized policies and procedures related to events.
  - x. Administrative support and planning for major events in the planning stages for 2017.
  - xi. Other event related services as they arise and as designated by the Town Manager.
  - xii. Contractor will not exceed a maximum of 20-25 working hours per week, with the sole exception of Monday, October 17, 2016 through Sunday, October 23, 2016.
  - xiii. It is understood that the Contractor is unable to provide any services to the Town beginning Monday, September 12, 2016 through Monday, September 19, 2016.
  - xiv. Do what can be done to facilitate special event oriented Town staff in developing Town staff as a team that takes initiative and communicates effectively.
2. Engagement of Town. Town to provide the Products/Services (as defined below) to the Contractor and the Town hereby accepts such engagement, upon the terms and conditions set forth in this Agreement.
- a. Services. Company shall personally and directly provide the following:
    - i. Office space, town email ([events@townofeagle.org](mailto:events@townofeagle.org)), access to marketing and events related documents on the Town computer.
    - ii. Support of administration, Public Works and Police Department
3. Fees.
- a. Town will pay to the Contractor a fee for Services in the amount of \$25 per hour (the "Fee") to be paid monthly. Contractor will invoice the Town with an outline of work accomplished for the month.

4. Term, Extension and Termination. This Agreement will be for the period beginning on Monday, August 15, 2016 and ending on December 31, 2016 unless earlier terminated by either Party by providing thirty (30) days' written notice to the other Party of the Party's intent to terminate this Agreement (the "Term").
  
5. Status of Contractor.
  - (a) The parties intend that an independent contractor relationship will be created by this Agreement, Contractor shall provide the required services according to its own means and drawing upon its own expertise. Contractor is not to be considered an agent or employee of Company for federal tax or other purposes, and Contractor is not entitled to any of the benefits that Company provides for its employees. It is understood that Contract is free to contract for similar services with other companies while she is under contract with the Company.
  
  - (b) Contractor expressly acknowledges and agrees that Contractor is not entitled to workers' compensation benefits pursuant to this Agreement and must individually pay all applicable taxes (including federal income taxes) on all fees paid to Contractor pursuant to this Agreement.
  
6. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person form who Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorney's fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is cause by the act, omission, or other fault of the Town.
  
7. Insurance. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
  - (a) Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor, if any, to procure and maintain or insure the activity of Contractor's Subcontractors in Contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of service hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  
  - (b) Worker's Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Agreement, and Employers' Liability insurance with a minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each accident, FIVE HUNDRED

THOUSAND DOLLARS (\$500,000.00) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) disease-each employee.

(c) Comprehensive General Liability insurance with a minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(d) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

(e) The policies required above, except for the Workers' Compensation insurance, Employers' Liability insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

(f) Certificates of Insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that the cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Owner.

(h) The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000.00 per person and \$6000,000.00 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et. seq.*, 10 C.R.S. as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8. Quality of Work. Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Eagle County area.
9. Waiver. No waiver of a breach of any provision of this Agreement is effective unless approved in writing by the waiving party. If a party at any time fails to demand strict services by the other of any of the terms, covenants, or conditions set forth in this Agreement, that waiver does not constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of this Agreement.
10. Assignment. This Agreement is personal to each of the parties, and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other party's written consent.
11. Amendment. This Agreement constitutes the entire understanding and shall not be altered, amended or modified except by an instrument in writing signed by all parties hereto.
12. Headings. The sections headings used in this Agreement are for convenience only and shall not be considered in construing the meaning of any provision of this Agreement.
13. Governing Law. This Agreement is governed by and must be construed in accordance with the laws of the State of Colorado.
14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. Construction of Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against Contractor or Company.
16. Future Contract Work. Both parties may agree to enter into future Contractor Agreements for which a new Agreement must be generated.
17. Enforcement. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Eagle County in connection with any dispute arising out of or in any matter connected with this Agreement.

The parties undersigned acknowledge that they have read the above terms and conditions and agree that they will be adhered to in detail.

Signed and Agreed:

**The Town of Eagle**

By: \_\_\_\_\_



9-8-16  
Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

John Schneiger

Title: \_\_\_\_\_

Town Manager

**Pine Productions, LLC**

By: Lauren

9/7/14  
Date

Lauren Ciarallo-Tingle  
Owner



To: Mayor Anne McKibbin and Town Board  
From: Jenny Rakow, CMC Town Clerk  
Date: September 13, 2016 Town Board Meeting  
Re: Medical Marijuana License Renewals

---

Sweet Leaf has submitted their annual renewals for their Medical Licenses that are dually approved locally and by the State. This was a timely renewal application and all fees have been paid. Town Clerk has reviewed the renewal application and finds documents are in order.

This is not 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 raised or reported to community development and planning staff regarding their Special Use Permit, no issues reported by or raised by the Eagle Town Police Department.

Special note from Eagle PD:

*Please be advised that the owners of Sweet Leaf Pioneer (Dave & Dieneka Manzanares) have worked with the police department in the past year on the following:*

- *Graciously offered to team up with the Eagle Police Department in an effort to prevent underage consumption of marijuana. They brought various paraphernalia and edible packaging to a parent-teacher conference last year for training where EPD was hosting a marijuana awareness forum. They have offered to assist us again this year.*
- *Proper advisement with the Town regarding event planning. They continue to go through the appropriate channels for event approvals.*
- *Comply with all inspections and inspection notices.*

The applicant is seeking renewal and has provided all updated information regarding this license, including a lease showing occupancy through the duration of the license.

***STAFF RECOMMENDATION: Approval of Sweet Leaf Pioneer LLC's renewal of Medical Marijuana Center and Medical Marijuana Center Cultivation.***

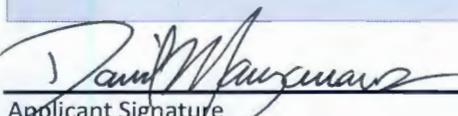


**LOCAL LICENSE RENEWAL APPLICATION FOR  
MARIJUANA ESTABLISHMENT AND/OR MEDICAL MARIJUANA BUSINESS**

<b>BUSINESS AND TRADE NAME IN FULL</b>	
TYPE OF OWNERSHIP: <input checked="" type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Franchise <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other	
APPLICANT NAME SWEET LEAF PIONEER LLC David M Manzanares	DATE OF BIRTH 3/14/1971
MAILING ADDRESS PO Box 2225 Eagle, CO 81631	PHONE 970-924-7277
MANAGER NAME Dieneka Manzanares	DATE OF BIRTH 10/29/1974
MANAGER ADDRESS 0419 Washington St Eagle, CO 81631	PHONE 970-376-6248
PROPERTY OWNER NAME F + T, LLC	PHONE 970-376-4643
BUSINESS CONTACT EMAIL ADDRESS sweetleaf9centurylink.net	

<b>TYPE OF STATE / LOCAL LICENSE(S) Choose all applying for</b>		
<input type="checkbox"/> RETAIL MARIJUANA STORE	<input type="checkbox"/> RETAIL MARIJUANA CULTIVATION	<input type="checkbox"/> RETAIL MARIJUANA PRODUCTS MANUFACTURER
<input type="checkbox"/> DUALY LICENSED RETAIL AND MARIJUANA PRODUCTS MANUFACTURER	<input type="checkbox"/> DUALY LICENSED MEDICAL MARIJUANA CENTER AND RETAIL MARIJUANA STORE	<input type="checkbox"/> DUALY LICENSED RETAIL AND MEDICAL MARIJUANA CULTIVATION
<input type="checkbox"/> MEDICAL MARIJUANA PRODUCTS MANUFACTURER	<input checked="" type="checkbox"/> MEDICAL MARIJUANA CENTER	<input type="checkbox"/> MEDICAL MARIJUANA CENTER CULTIVATION
STATE OF COLORADO LICENSE NO. 402-00614	EXPIRATION DATE 9/7/2016	
TOWN OF EAGLE LICENSE NO.	EXPIRATION DATE	
STATE OF COLORADO SALES TAX LICENSE NO. 27658268-0000	FEIN NO. 37-1695151	

<b>FEES AND SUPPLEMENTAL INFORMATION</b>		
RENEWAL FEE: \$500.00 PER LICENSE – CHECK OR <u>CASH ONLY</u>		TOTAL DUE: \$500.00
<input type="checkbox"/> TOWN OF EAGLE SPECIAL USE PERMIT NO.	<input checked="" type="checkbox"/> LANDLORD AUTHORIZATION TO USE PROPERTY FOR A MARIJUANA BUSINESS ATTACHED	<input type="checkbox"/> PROOF OF OWNERSHIP IF NOT LEASED ATTACHED


David Manzanares
8/26/16  
 Applicant Signature Printed Name Date


9/7/16  
 Town Clerk Date

The Local Licensing Authority shall approve, deny or conditionally approve a pending application within 45 days from the receipt of the application.



**FEE: \$500.00**

STATE OF COLORADO

# TOWN OF EAGLE

BY AUTHORITY OF THE BOARD OF TRUSTEES

## MEDICAL MARIJUANA CONDITIONAL LICENSE

CENTER—TYPE 1

**SWEET LEAF PIONEER, LLC**

**1286 CHAMBERS AVENUE, SUITE 105, EAGLE CO 81631**

EFFECTIVE DATE OF LICENSE: SEPTEMBER 7, 2015

LICENSE EXPIRES: SEPTEMBER 7, 2016

THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO

ATTEST:

Yuri Kostick, Mayor

Jenny Ellringer, Town Clerk

## RENTAL AGREEMENT

This lease, made this   1   day of   September  , 2016 by and between Dele Hobbs and Anthony Threinen (F&T LLC), and Dave Manzanares (Sweet Leaf Pioneer LLC) the tenants. The landlord and tenant agree that:

1. The landlord has this day leased to the tenant the premises known and described as 1286 Chambers Ave. Units , 101, 105 and 106 Eagle, CO, to be occupied only as a commercial Business by said tenants. The tenant will be responsible for the full amount of the lease however the tenant may sublet the additional units as long as the tenants follow the allowed stipulation from the HOA. The term of this lease shall be from September 1 2016 to September 30, 2017 a full months notice to be given starting from the beginning of the month in writing prior to tenant vacating premisis.

2. The tenant shall pay to the landlord as rent, for the term stated, \$3500 per month plus all HOA dues (\$500 currently) the tenant agrees to pay association dues for the units they are leasing and understand this amount could change as voted on by the HOA Tenants will be responsible for any adjustments to the dues payable on the first day of each month Mailed to Box 3212, Eagle, CO 81631.

3. The tenant shall:

- (a) Pay all rents promptly when due.
- (b) Pay for any damage to the leased premises or to the appliances and fixtures therein, caused by any act of negligence of the tenant or his or her family or a guest--damage due to ordinary wear and tear, or loss or damage by fire not caused by tenant excepted.
- (c) Place garbage and refuse inside the containers provided.
- (d) Refrain from acts or practices causing noise which unreasonably disturb the neighbors.
- (e) Keep the house and grounds in a clean and sanitary condition.
- (f) Abide by municipal code regulations regarding care and occupancy of the premises.
- (g) Abide by association declarations, rules, regulations and acts of the Condominium Association and its board.
- (h) Surrender possession of the premises to the landlord at the end of the term above.

hereby relieved of all liability for so doing.

19. RADON GAS DISCLOSURE. As required by law, landlord makes the following disclosure, "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to the persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county health unit."

20. LEAD PAINT DISCLOSURE. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention."

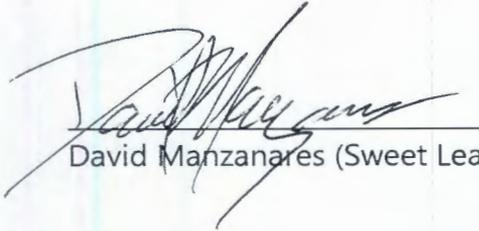
21. If any portion of this rental agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this rental agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

22. At the expiration of this rental agreement the tenant will be responsible for having the carpeting professionally cleaned or will have the cost of carpet cleaning subtracted from their security deposit.

AGREED TO AND ACCEPTED:

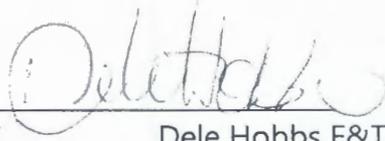
TENANT

LANDLORD



Handwritten signature of David Manzanares in cursive script, written over a horizontal line.

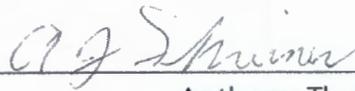
David Manzanares (Sweet Leaf Pioneer, LLC.)



Handwritten signature of Dele Hobbs in cursive script, written over a horizontal line.

Dele Hobbs F&T LLC.

\_\_\_\_\_



Handwritten signature of Anthony Threinen in cursive script, written over a horizontal line.

Anthony Threinen F&T LLC.

August 30, 2016

Town Of Eagle

PO Box 609

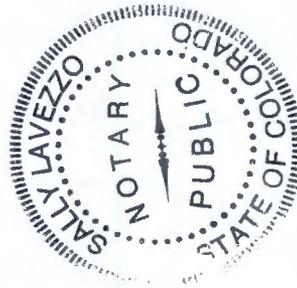
Eagle, CO 81631

To Whom It May Concern,

F & T, LLC have leased 1286 Chambers Ave #105 Eagle, CO 81631 to Sweet Leaf Pioneer, LLC for the purpose of operating a Medical Marijuana Center. We have signed a lease for a year till September 30, 2017.

Sincerely,

*[Handwritten Signature]*  
F & T, LLC



State of Colorado

County of Eagle

Subscribed and affirmed before on this 1 day of September, 2016

By Dale Hobbs

*[Handwritten Signature]*

Notary Public

10/5/2017

My Commission Expires:

December 17, 2013

Town of Eagle Board and

Town of Eagle Planning & Zoning Commission

To Whom It May Concern,

F & T, LLC have leased 1286 Chambers Ave Eagle Tech Center Suite #101, #105, and #106 to Sweet Leaf Pioneer, LLC for the purpose of operating a Medical Marijuana Center and a Retail Marijuana Center. We have signed a lease from March 1, 2013 till February 28, 2015.

Sincerely,

F & T, LLC

[Signature]

Dele Hobbs

[Signature]

Anthony Threinen

State of Colorado

County of Eagle

Subscribed and affirmed before me on this 18 day of December, 2013

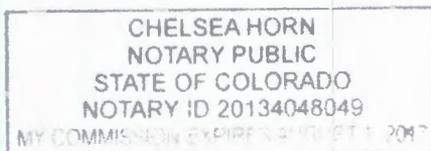
By Dele Hobbs

[Signature]

Notary Public

August 1, 2017

My Commission Expires:



## RENTAL AGREEMENT

This lease, made this 3 day of December, 2014, by and between Deie Hobbs and Anthony Threinen (F&T LLC), and Dave Manzanares (Sweet Leaf Pioneer LLC) the tenants. The landlord and tenant agree that:

1. The landlord has this day leased to the tenant the premises known and described as 1286 Chambers Ave. Units , 101, 105 and 106 Eagle, CO. to be occupied only as a commercial Business by said tenants. The tenant will be responsible for the full amount of the lease however the tenant may sublet the additional units as long as the tenants follow the allowed stipulation from the HOA. The term of this lease shall be from December 1 2014 to November 31, 2016 a full months notice to be given starting from the beginning of the month.

2. The tenant shall pay to the landlord as rent, for the term stated, \$3000 per month plus all HOA dues (\$700 currently) the tenant agrees to pay association dues for the units they are leasing and understand this amount could change as voted on by the HOA Tenants will be responsible for any adjustments to the dues payable on the first day of each month Mailed to Box 3212, Eagle, CO 81631.

3. The tenant shall:

- (a) Pay all rents promptly when due.
- (b) Pay for any damage to the leased premises or to the appliances and fixtures therein, caused by any act of negligence of the tenant or his or her family or a guest-damage due to ordinary wear and tear, or loss or damage by fire not caused by tenant excepted.
- (c) Place garbage and refuse inside the containers provided.
- (d) Refrain from acts or practices causing noise which unreasonably disturb the neighbors.
- (e) Keep the house and grounds in a clean and sanitary condition.

(f) Abide by municipal code regulations regarding care and occupancy of the premises.

(g) Abide by association declarations, rules, regulations and acts of the Condominium Association and its board.

(h) Surrender possession of the premises to the landlord at the end of the term above.

4. The landlord or his or her agent(s) shall have the right to enter the leased premises for the following purposes: inspecting the premises for damage or needed repairs or improvements, without intruding into a tenant's personal effects, making necessary repairs or improvements; exhibiting the premises to prospective tenant, purchasers or mortgagees. Entry may be made without prior notice if landlord or his agent reasonably believes that an emergency exists, such as a fire or broken water pipe, and requires immediate entry without notice.

5. The landlord shall be responsible for repairs to sewers, heating, all appliances, wiring and plumbing facilities during the term of this agreement.

6. Tenant shall be responsible for any of the above repairs if they are made necessary by the negligence of the tenant or his or her guests.

7. Tenant shall not materially alter the premises without written permission of the landlord and shall not incur obligations for which the landlord or the premises shall be liable.

8. The tenant has this day paid a security or damage deposit of \$0 which shall be returned at the expiration of this lease minus the cost of repairing damage (except ordinary wear and tear) caused by the tenant or anyone other than the landlord or his/her agents, the cost of putting the premises in as clean a condition as the tenant found them, and any rent

due.

9. Return of the above deposit, or any part thereof, shall take place within 60 days of the day tenant vacates the premises.

10. The Tennant shall provide for all utilities including but not limited to water, sewer, electricity, gas.

11. The tenant is not allowed to have any pets on the premise.

12. This lease and written notations upon it constitute the entire lease agreement between landiord and tenant.

13. Upon termination of the term of this agreement, the agreement shall not renew for the term of the agreement but shall become a month to month tenancy, unless otherwise agreed in writing by all parties to this agreement.

14. At the expiration of this rental agreement tenant shall give 30 days notice to the landiord on or before the first day of the month in order to terminate this tenancy at the end of the month.

15. Tenant shall make no alterations to the building or make other improvements on the demised premises without the prior written consent of the landlord.

16. Tenant shall not keep or have on the premises any article or thing of a dangerous, flammable or explosive nature which might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by the Concominium Association's insurance carrier. Landlord and the Condominium Association have obtained insurance to cover fire damage to the building itself and liability insurance to

cover certain personal injuries. Landlord's insurance does not cover tenant's possessions or tenant's negligence. Tenant is advised to obtain a renter's insurance policy to cover damage or loss of personal property and possessions as well as losses resulting from tenant's negligence.

17. This rental agreement and tenant's interest hereunder are and shall be subject to, subordinate to and inferior to any liens or encumbrances now or hereafter placed on the demised premises by the landlord, all advances made under any such liens or encumbrances, the interest payable on such liens or encumbrances, and any and all renewals or extensions of such liens and encumbrances.

18. If, at any time during the term of this rental agreement, the tenant abandons the demised premises or any part thereof, landlord may, at his/her option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to tenant for damages or for any payment of any kind whatsoever, and may, at his/her discretion, as agent for tenant, re-let the demised premises, or any part thereof, for the whole or any part of the then un-expired term, and may receive and collect all rent payable by virtue of such re-letting, and, at landlord's option, hold this rental agreement during the balance of the un-expired term, as if this rental agreement had continued in force, and the net rent for such period realized by the landlord by means of such re-letting. If landlord's right of re-entry is exercised following abandonment of the premises by tenant, then landlord may consider any personal property belonging to the tenant and left on the premises to also have been abandoned, in which case landlord may dispose of all such personal property in any manner landlord shall deem proper and is hereby relieved of all liability for so doing.

19. RADON GAS DISCLOSURE. As required by law, landlord makes the following disclosure. "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated



**LOCAL LICENSE RENEWAL APPLICATION FOR  
MARIJUANA ESTABLISHMENT AND/OR MEDICAL MARIJUANA BUSINESS**

<b>BUSINESS AND TRADE NAME IN FULL</b>	
TYPE OF OWNERSHIP: <input checked="" type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Franchise <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other	
APPLICANT NAME <i>SWEET LEAF PIONEER LLC</i> <i>David M Manzanares</i>	DATE OF BIRTH <i>3/14/1971</i>
MAILING ADDRESS <i>PO Box 2225 Eagle CO 81631</i>	PHONE <i>904-7277 (cell)</i> <i>970 328-9060</i>
MANAGER NAME <i>Dieneka Manzanares</i>	DATE OF BIRTH <i>10/29/1974</i>
MANAGER ADDRESS <i>0419 Washington St Eagle CO 81631</i>	PHONE <i>970 376-6248</i>
PROPERTY OWNER NAME <i>Douglas and Susan Bartlett</i>	PHONE <i>970 328-5405</i>
BUSINESS CONTACT EMAIL ADDRESS <i>Sweetleaf9centurylink.net</i>	

<b>TYPE OF STATE / LOCAL LICENSE(S) Choose all applying for</b>		
<input type="checkbox"/> RETAIL MARIJUANA STORE	<input type="checkbox"/> RETAIL MARIJUANA CULTIVATION	<input type="checkbox"/> RETAIL MARIJUANA PRODUCTS MANUFACTURER
<input type="checkbox"/> DUALY LICENSED RETAIL AND MARIJUANA PRODUCTS MANUFACTURER	<input type="checkbox"/> DUALY LICENSED MEDICAL MARIJUANA CENTER AND RETAIL MARIJUANA STORE	<input type="checkbox"/> DUALY LICENSED RETAIL AND MEDICAL MARIJUANA CULTIVATION
<input type="checkbox"/> MEDICAL MARIJUANA PRODUCTS MANUFACTURER	<input type="checkbox"/> MEDICAL MARIJUANA CENTER	<input checked="" type="checkbox"/> MEDICAL MARIJUANA CENTER CULTIVATION
STATE OF COLORADO LICENSE NO. <i>403-00912</i>	EXPIRATION DATE <i>9/7/2016</i>	
TOWN OF EAGLE LICENSE NO. <i>Attached</i>	EXPIRATION DATE <i>9/7/2016</i>	
STATE OF COLORADO SALES TAX LICENSE NO. <i>301051621-007-5LS</i>	FEIN NO. <i>37-1695151</i>	

<b>FEES AND SUPPLEMENTAL INFORMATION</b>		
RENEWAL FEE: \$500.00 PER LICENSE – CHECK OR <u>CASH ONLY</u>		TOTAL DUE: <i>\$500.00</i>
<input checked="" type="checkbox"/> TOWN OF EAGLE SPECIAL USE PERMIT NO.	<input checked="" type="checkbox"/> LANDLORD AUTHORIZATION TO USE PROPERTY FOR A MARIJUANA BUSINESS ATTACHED	<input checked="" type="checkbox"/> PROOF OF OWNERSHIP IF NOT LEASED ATTACHED

<i>[Signature]</i>	<i>David Manzanares</i>	<i>8/26/16</i>
Applicant Signature	Printed Name	Date
<i>[Signature]</i>		<i>9/7/16</i>
Town Clerk		Date

The Local Licensing Authority shall approve, deny or conditionally approve a pending application within 45 days from the receipt of the application.



**FEE: \$500.00**

STATE OF COLORADO  
**TOWN OF EAGLE**  
BY AUTHORITY OF THE BOARD OF TRUSTEES

**MEDICAL MARIJUANA CONDITIONAL LICENSE**  
**OPTIONAL PREMISES**

**SWEET LEAF PIONEER, LLC**  
**0245 MARMOT LANE, #5, EAGLE CO 81631**

EFFECTIVE DATE OF LICENSE: SEPTEMBER 7, 2015  
LICENSE EXPIRES: SEPTEMBER 7, 2016

THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO

ATTEST:

Yuri Kostick, Mayor

Jenny Rakow, Town Clerk

The Agreement entered into on November 16, 2015.

Tenancy month to month for the premises described as 0245 Marmot Lane unit #5.

Rent is \$2,250 per month. Adjustments may be made to the monthly rent due to (specifically but not limited to) increases in insurance and /or property taxes.

Form of payment will be: cash, check or money order on or before the 15<sup>th</sup> of each month.

Checks or money orders should be made out to Susan Bartlett.

Payment may be made in person or by mail. Mail to: PO Box 98, Eagle CO 81631

Returned checks to the landlord by the bank will add 35.00 to the amount due plus late fees.

Late fee is 10 dollars per day after 5 days.

Space is to be occupied for the purpose of a legal enterprise.

Parking is available in front of unit and one space as available in complex parking area.

Landlord has obtained insurance to cover fire damage to the building itself and liability to insurance to cover certain personal injuries occurring as a result of property defects or Landlords negligence. Landlords insurance does not cover Tenant possessions or Tennant negligence.

Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the premises. Also tenant will abide by all rules set forth by the Bedrock Commercial Industrial Unit Owners Association.

Tenant shall keep and maintain the indoor area of the premises in a clean and sanitary condition at all times, and up on the termination of the tenancy shall surrender the premises to the Lessor in as good condition as when received .

Tennant will bear the cost of improvements to the premises. Any changes or improvements made by the tenant will not compromise the integrity of the premise either structurally or aesthetically. Landlord is responsible for the upkeep of the outside of the premises unless damage is caused by the tenant.. especially (but not limited to) in regard to the overhead garage door.

Tenant shall be responsible for 100% of the Electric, Gas, Phone, Cable, High speed Internet, Satellite Television, Security System. Landlord is responsible for 100% of the CAM fee's which includes water, trash and minimal snow plowing.

The Landlord may terminate this lease for a any one of the following or any other cause permitted by law.

- A. 15 days arrears of rent
- B. The bankruptcy or insolvency of the Tenant
- C. substantial damage to or destruction of the Premises
- D. any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant.
- E. a material change in the use of the Premises that affects the Landlords building insurance.
- F. unauthorized subletting

If the Tenant is in breach of the Agreement and the Landlord finds it necessary to enforce this Agreement, or collect rental or other damages, through an attorney or in a legal action, the Landlord shall be indemnified by the Tenant for any reasonable attorneys' fees and out of pocket costs which in any way relate to or were precipitated by, the breach of this agreement by the Tenant.

1 of 2

At the expiration of the Agreement, the Tenant shall immediately surrender the Premises in the same condition as at the start of the Agreement, reasonable use and wear and damages by the elements excepted.

The end date of this agreement is 9/7/2017 with the option to renew on a one or two year lease. This agreement has been modified from the lease originally signed 11/16/2015. The modification extends the lease until 9/7/2017.

Landlords:

  
Douglas and/or Susan Bartlett, PO Box 98 Eagle CO 81631, 970 328-5405 ph email suzieb17@yahoo.com

Tenant:

  
Sweet Leaf Pioneer LLC  
David Manzanara, PO Box 2225 Eagle CO 81631.

August 30, 2016

Town Of Eagle

PO Box 609

Eagle, CO 81631

To Whom It May Concern,

We have leased 0245 Marmot Lane #5 to Sweet Leaf Pioneer, LLC for the purpose of operating a Medical Marijuana Cultivation Center. We have signed a lease for a year till September 7, 2017.

Sincerely,



Susan Barlett

PO Box 98

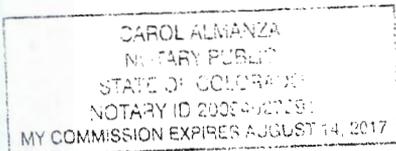
Eagle, CO 81631

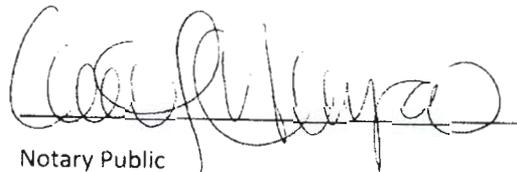
State of Colorado

County of Eagle

Subscribed and affirmed before on this 2 day of Sep, 2016

By Susan Barlett





Notary Public

Aug. 14, 2017

My Commission Expires:

The Agreement entered into on November 16, 2015.

Tenancy month to month for the premises described as 0245 Marmot Lane unit #5.

Rent is \$2,250 per month. Adjustments may be made to the monthly rent due to (specifically but not limited to) increases in insurance and/or property taxes.

Form of payment will be: cash, check or money order on or before the 15<sup>th</sup> of each month.

Checks or money orders should be made out to Susan Bartlett.

Payment may be made in person or by mail. Mail to: PO Box 98, Eagle CO 81631

Returned checks to the landlord by the bank will add 35.00 to the amount due plus late fees.

Late fee is 10 dollars per day after 5 days.

Space is to be occupied for the purpose of a legal enterprise.

Parking is available in front of unit and one space as available in complex parking area.

Landlord has obtained insurance to cover fire damage to the building itself and liability to insurance to cover certain personal injuries occurring as a result of property defects or Landlords negligence. Landlords insurance does not cover Tenant possessions or Tennant negligence.

Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the premises. Also tenant will abide by all rules set forth by the Bedrock Commercial Industrial Unit Owners Association.

Tenant shall keep and maintain the indoor area of the premises in a clean and sanitary condition at all times, and up on the termination of the tenancy shall surrender the premises to the Lessor in as good condition as when received.

Tennant will bear the cost of improvements to the premises. Any changes or improvements made by the tenant will not compromise the integrity of the premise either structurally or aesthetically. Landlord is responsible for the upkeep of the outside of the premises unless damage is caused by the tenant.. especially (but not limited to) in regard to the overhead garage door.

Tenant shall be responsible for 100% of the Electric, Gas, Phone, Cable, High speed Internet, Satellite Television, Security System. Landlord is responsible for 100% of the CAM fee's which includes water, trash and minimal snow plowing.

The Landlord may terminate this lease for a any one of the following or any other cause permitted by law.

- A. 15 days arrears of rent
- B. The bankruptcy or insolvency of the Tenant
- C. substantial damage to or destruction of the Premises
- D. any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant.
- E. a material change in the use of the Premises that affects the Landlords building insurance.
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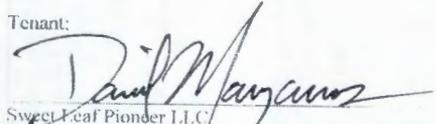
At the expiration of the Agreement, the Tenant shall immediately surrender the Premises in the same condition as at the start of the Agreement, reasonable use and wear and damages by the elements excepted.

The end date of this agreement is 11/15/2016 with the option to renew on a one or two year lease

Landlords:

  
Douglas and/or Susan Bartlett PO Box 98 Eagle CO 81631, 970 328-5405 ph email suzieb17a@yahoo.com

Tenant:

  
Sweet Leaf Pionder L.L.C.  
David Manzanares, PO Box 2225 Eagle CO 81631.

December 17, 2013

Town of Eagle Board and

Town of Eagle Planning & Zoning Commission

To Whom It May Concern,

We have leased 0245 Marmot Lane #5 to Sweet Leaf Pioneer, LLC for the purpose of operating a Medical Marijuana Cultivation Center and a Retail Marijuana Cultivation Center. We have signed a lease for 2 years that expires November 14, 2014.

Sincerely,



Susan Bartlett

P.O. Box 98

Eagle, CO 81631

State of Colorado

County of Eagle

Subscribed and affirmed before me on this 18<sup>th</sup> day of Dec, 2013

By Susan Bartlett



Notary Public

5/21/2016

My Commission Expires:



My Commission Expires 05/21/2016



**Eagle River Park and River Corridor Plan Citizen's Committee  
(River Park Citizen's Committee)  
Seeking Applications**

The Town of Eagle Board of Trustees is seeking applications from interested members of the public to serve on a committee to support the implementation of Eagle River Park and the Eagle River Corridor Plan. The Eagle River Corridor Plan has generated significant community interest and for those individuals that want to be involved, this committee will serve as an avenue for participation. The project coordinator, Caroline Bradford will provide support to the committee on behalf of the Town of Eagle and will work closely with the volunteer chair.

**RESPONSIBILITIES**

The River Park Citizen's Committee is an ad hoc committee whose members will be ambassadors of the Eagle River Park project throughout the community. In addition to being ambassadors and encouraging public participation throughout the process, the primary purpose of the committee will be to develop and solicit private financial support for the Eagle River Park. This financial support will leverage the significant financial contributions provided by the citizens and visitors to Eagle through the sales tax proceeds that began to be collected in July 2016. Other funding opportunities, such as GOCO grants that are being pursued by the Town will be closely coordinated with the activities of the committee.

The River Park Citizen's Committee will assist in funding the implementation of the entire Eagle River Corridor Plan, including the white water park, stream bank restoration, trails and parks, as prioritized by the Town of Eagle. The Committee recognizes that the implementation of the plan is a long term project and will require significant funds and years, perhaps more than a decade, to complete. The Committee is dedicated to the economic, social, and environmental benefits of the project and will work to advocate for all three of these important outcomes. The Committee recognizes that participation from diverse individuals, businesses and organizations at all giving levels is important to the success of the project. The Committee will strive to incorporate the full spectrum of the community into the support of the project.

Funds raised by the Committee will be used by the Town of Eagle to pay for construction of elements of the Eagle Park project and other parts of the Eagle River Corridor plan as may be directed by the funders and the Town of Eagle.

**MEMBERSHIP**

A nine-member River Park Citizen's Committee will be appointed by the Town of Eagle Board of Trustees. Additionally, one Town of Eagle Trustee, the Project Coordinator and other appropriate staff from the Town of Eagle will participate. Meetings will be public and other interested citizens are welcome to participate to support the goals of the Committee. River Park Citizen's Committee members do not have to be residents of the Town of Eagle.



### **TIME COMMITMENT**

Encouraging public participation and private funding of the Eagle River Park is time sensitive and members of the Committee should be prepared to dedicate their time, talents and energy to the project throughout the remainder of 2016 and 2017. The committee is anticipated to meet monthly throughout the implementation of the Eagle River Park project at a time to be determined by the members of the group. Additionally, members may want to dedicate additional time individually to accomplish the goals of the committee. As with other committee efforts, the amount of volunteer time necessary for the committee members to be successful will vary but is anticipated to range from three to six hours per month. The terms of commitment for committee members will be two years with renewal of two year terms by appointment until the work of the committee is determined to be complete.

### **PROJECT TIMELINE**

The in-stream whitewater feature design is largely completed. The upland Eagle River Park design phase is anticipated to begin in January 2017 and be complete by August 2017. Construction of the in-stream and upland park features is anticipated to begin in late 2017 and finish in late 2018. Implementation of additional elements of the Eagle River Corridor Plan are anticipated to take place over the next ten years and will be supported by the River Park Citizen's Committee. Successfully securing sufficient funding to support implementation of the Eagle River Park within this proposed timeline is the priority work of the Committee.

### **APPLICATION PROCESS**

Any volunteer interested in serving on the committee is eligible to apply with priority given to those who have demonstrated prior experience in community fundraising campaigns, a dedication to the Town of Eagle and the Eagle River.

Please complete the Town of Eagle Boards and Commissions application cover form and submit it with a letter of interest outlining your experience and reason for wishing to serve on the River Park Citizen's Committee to: John Schneider, Town Manager, Town of Eagle: [john.schneider@townofeagle.org](mailto:john.schneider@townofeagle.org)

Letter of Interest Deadline: COB, September 30, 2016

Selection: TBOT meeting October 11, 2016

## Conceptual Ideas Related to Development of Special Event Policies

### **FACTS:**

MEAC currently funds approximately 30 events.

Community funds additional 25 events.

Numerous other events that don't receive Town funding, take place on Town Property and do require a special event permit from Town.

Have had preliminary discussions with MEAC to gather their input. MEAC's future focus is to be more selective in funding future events, including more focus on "heads and beds". MEAC generally sees events leveling off and more of a focus placed on quality than quantity.

Eagle Outdoor Festival considered a model event in way worked with Town.

Policies developed in such a way as to support special event momentum created in recent years. (Single point of contact, user friendly and not bureaucratic or onerous)

If possible, find way for the Police Department and Public Works to be reimbursed for special event related time which currently comes out of their budgets and increases amount spent on overtime. Explore reasonable options including placement of a special events line item in Public Works and Police Department to cover these costs with funding coming from MEAC and General Fund. (Town will need to do a better job of tracking costs)

Town develop "vendors list" that event producers can utilize in support of their events. Possible vendor discount for those receiving special event funding from Town. (Both MEAC and Community Events)  
Town gets out of business of supplying tents, barricades and cones, except under specific circumstances, such as Town sponsored events. Where possible event producers utilize outside companies to provide services such as security and sanitation services.

Realistic fees and securing deposits to cover potential damage to Town property. Review insurance requirements to insure Town is adequately covered.

Hold "Pre" and "Post" meetings for major events possibly utilizing Incident Command System (ICS), which is frequently utilized by Public Safety Departments.

Utilize Best Practices from other Colorado communities. Implement on-line Master Schedule for events.



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## CERTIFICATE OF RECOMMENDATION

**TO:** Board of Trustees  
**FROM:** Department of Community Development  
**DATE:** September 13, 2016  
**PROJECT NAME:** Rocky Mountain School of Discovery  
**FILE NUMBER:** SU16-01  
**APPLICANT:** Anne Helene Garberg  
**LOCATION:** 409 Brooks Lane

**APPLICABLE SECTION(S) OF MUNICIPAL CODE:**  
Section 4.05.010 (Special Use Permit)  
Section 4.04 (Zoning)

**EXHIBIT(S):**

- A. Aerial Photo/Site Plan
- B. Traffic Impact Report
- C. Response from PUC
- D. Kevin Sharkey Memo
- E. Deron Dircksen Memo
- F. Planning Commission Deliberations Memo

**STAFF CONTACT:** Tom Boni, Town Planner

**REQUEST:** Applicant is requesting a Special Use Permit to allow for a pre- school to serve up to a maximum of 80 children on a +/- one-acre parcel of land zoned Rural Residential. Phase One: 40, Phase Two: 80.

**PUBLIC COMMENT:**

1. Email from Ron Bates August 23, 2016

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## **DISCUSSION:**

SU16-01, the Special Use Permit for the Rocky Mountain School of Discovery, was continued from the Board of Trustee's meeting on August 23, 2016. Considerable public input has been received on this file which occurred both at the hearings and through written comment. Many people testified about how great a school the applicant operates and the acute need for pre-schools in the Eagle Valley. Other public input opposed the application due impacts on the neighborhood primarily related to traffic and safety concerns. Written comment has been provided to the Board in packets prepared for earlier hearings of this file. The file was continued so that the staff and the applicant could compile additional information requested by the Board at their June 14 meeting. The additional information requested by the Board at their hearing on June 14 included the following:

- Input on the proposed use from emergency service providers
- Response from the Public Utilities Commission (PUC) regarding improvements to the railroad crossing
- Traffic impact study
- Student drop-off and pick-up management plan
- Cost estimates for railroad crossing improvements
- Cost estimates for Brooks Lane improvements

At this time we have collected all of the above requested information.

One of the key pieces of information was the traffic study and the response from the PUC. The traffic study has been prepared by Kari McDowell of McDowell Engineering, LLC. The traffic study indicates that the increase in morning and evening peak hour traffic at the intersection of Brooks Lane and Highway 6 for Phase One (40 students) would be 38 and 42 vehicles per hour respectively. The study also reports that the increase in morning and evening peak hour traffic at the intersection of Brooks Lane and Highway 6 for Phase Two (80 students) would be 76 and 84 vehicles per hour. Due to the excessive delays currently experienced for through and left hand turn traffic movement the study indicates that during evening peak hour drivers will begin to turn right onto Grand Avenue (reversing direction at Sylvan Lake Road Round-About). The traffic levels reported in the study does not require auxiliary acceleration or deceleration lanes on Highway 6 for traffic entering or exiting Brooks Lane.

Pam Fischhaber, Section Chief, Rail and Transit Safety Section, at the PUC reviewed the traffic impact study and determined that upgrades to the railroad crossing are necessary to serve the school regardless of phasing.

The Planning and Zoning Commission has recommended as one of their conditions of approval that the crossing be widened to accommodate two lanes of traffic and a pedestrian path. Ms. Fischhaber has also requested that we improve the road platform and pedestrian way across the rail road tracks to accommodate the future anticipated pedestrian and vehicular traffic at this crossing. In discussions with Public Works Department, staff believes that the crossing should

be two twelve-foot lanes for a total width of 24 feet and a ten-foot pedestrian bike path since this crossing connects pedestrian and bike traffic to the Eagle County Fairgrounds. In addition to improvements to the crossing of the two Union Pacific tracks (one through track and one side track), staff believe that we should also pave the approach to the railroad crossing from Highway 6. Please see attached memo prepared by Kevin Sharkey addressing the anticipated cost for this work.

In an earlier Board of Trustees packet on this application, the Public Works Department had prepared an estimate of specific rail road crossing improvement costs as well as the costs a widening the Brooks Lane Roadway on the north side of the tracks (additional ROW acquisition and widening of the road platform to 24 feet) and replacing the undersized water main currently serving this area. The total rough estimate for all of this work was approximately \$650,000 for Phase One and Phase \$360,000 for Phase Two. See attached July 12, 2016, Memo from Deron Dircksen.

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**STANDARDS FOR SPECIAL USE PERMIT (SECTION 4.05.010):**

Listed below are the findings required by Section 4.05.010 of the Land Use & Development Code for approval of a Special Use Permit:

1. The proposed use is consistent with the provisions of this Chapter and with the Town's goals, policies and plans, and
2. The proposed use is compatible with existing and allowed uses surrounding or affected by the proposed use, and
3. Street improvements adequate to accommodate traffic volumes generated by the proposed use and provision of safe, convenient access to the use and adequate parking are either in place or will be constructed in conjunction with the proposed use, as approved by the Town, and
4. The special conditions for specific uses, as provided in this Section, are met.

---

**FINDINGS FOR SPECIAL USE PERMIT:**

*Standard #1:*

Subject property is zoned Rural Residential. Chapter 4.04.060 (Schedule of Uses Permitted in Residential Zone Districts) identifies a Child Care Facility or School as a Special Use within the Rural Residential Zone District.

As referenced previously this property is located within the Brooks Lane Neighborhood of the Riverside Mixed Use Area in the River Corridor Plan (Plan). This Area is envisioned as a compact, walkable, vibrant, mixed use neighborhood that complements existing development within the CBD. Staff believes that a child care facility fits within the overall vision for this area

and would serve the residential development anticipated by the Plan. Chapter 6 of the Eagle Area Community Plan places a strong emphasis on “Quality of Life” and “Family Oriented Community” and references the priority placed on these values by respondents of the Community Survey. The availability of high quality, convenient child care supports these values.

*Standard #2:*

The surrounding land use to the east is medium density residential and to the west is low density residential. The property on south is also residential. The Eagle County Fairgrounds are located across the Eagle River to the north. Staff believes that the requested child care facility is compatible with the surrounding neighborhood.

*Standard #3:*

As discussed earlier, staff has concerns that this additional traffic related to the pre-school would constitute a significant increase in traffic and warrant the construction of improvements to the Brooks Lane Railroad Crossing as referenced in the conditions of approval of the existing Brooks Lane Public Rail Road Crossing. It is Staff’s belief that adequate parking could be provided on-site.

Based on existing information Staff cannot report to the Board of Trustees that adequate street improvements are in place or will be constructed to accommodate the proposed use.

*Standard #4:*

Not applicable.

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**PLANNING & ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission recommended approval of SU16-01, based on a finding of compliance with Special Use Permit standards 1, 2 and 3, with the following conditions:

1. Applicant to negotiate access improvements with the Town at Brooks Lane/Highway 6 intersection conceptually to include lane widening and a pedestrian access to (School) bus stop.
2. Approval of an access from the Public Utilities Commission (PUC).
3. Submittal of a drop-off/pick-up management plan by the applicant.
4. Submittal of a Traffic Impact Report.
5. Number of students to be limited to 30.

Please see Exhibit F for a summary of the Planning and Zoning Commission deliberations on this application.

---

**STAFF RECOMMENDATION:**

Staff is hard pressed to make a positive finding related to the third standard required for the approval of a Special Use Permit:

“Street improvements adequate to accommodate traffic volumes generated by the proposed use and provision of safe, convenient access to the use and adequate parking are either in place or will be constructed in conjunction with the proposed use, as approved by the Town.

Consequently, the staff recommends denial of this application. The resources required to make the necessary improvements to the Brooks Lane Railroad Crossing as referenced in the report are the significant obstacle in approving this application.

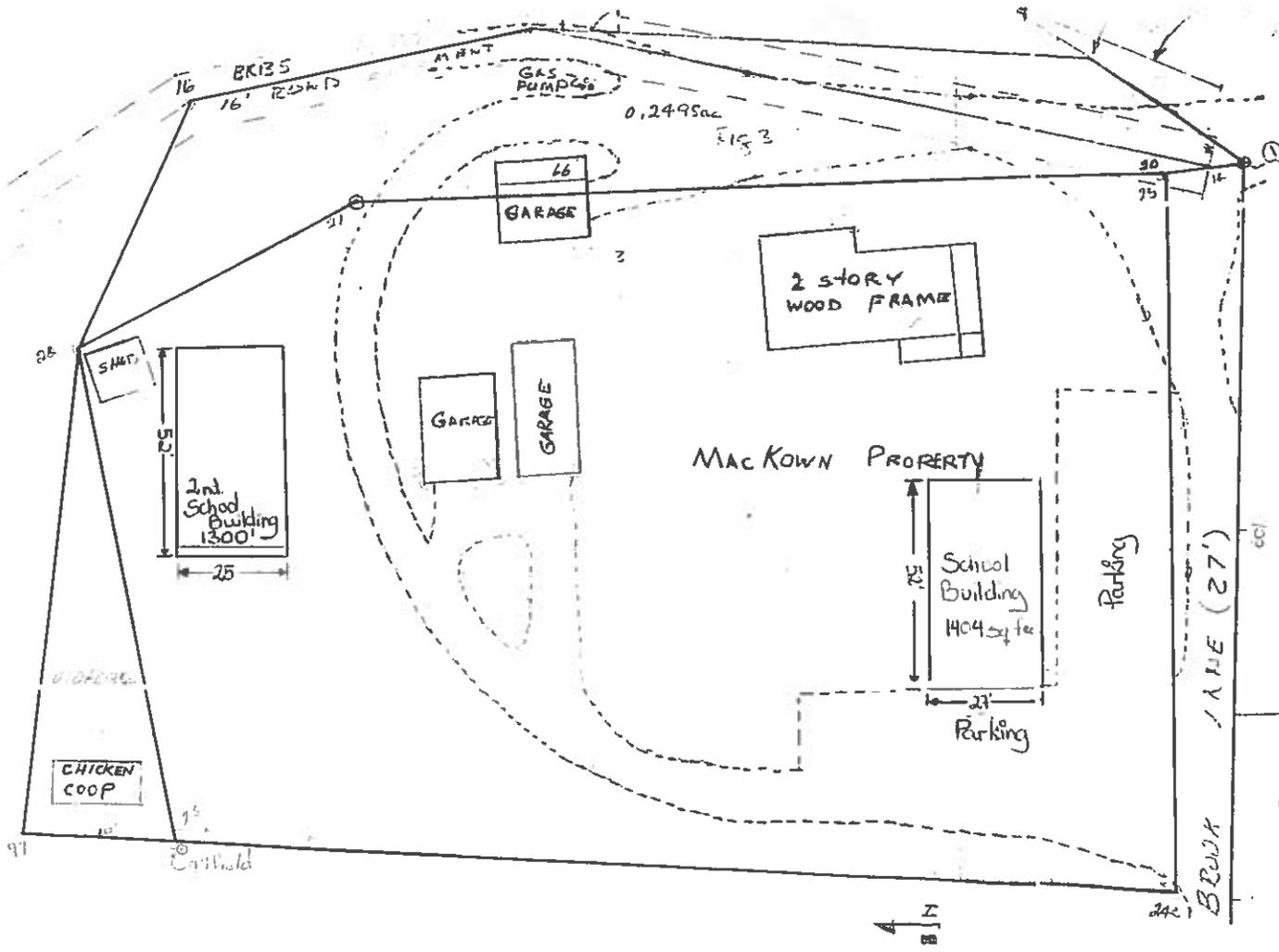
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**BOARD OF TRUSTEES:**

1. Questions of Staff and/or Applicant
2. Public Comment
3. Deliberations

# Exhibit B





# Transportation Impact Study

for

**Rocky Mountain School of Discovery  
Eagle, Colorado**



**August 3, 2016**

PREPARED FOR:

**Rocky Mountain School of Discovery**

409 Brooks Lane

Eagle, CO 81631

Contact: Anne Helen Garberg

PREPARED BY:

**McDowell Engineering, LLC**

PO Box 4259

Eagle, CO 81631

970.623.0788

Contact: Kari J. McDowell Schroeder, PE, PTOE

*Project Number: M1240*

## **Statement of Engineering Qualifications**

Kari J. McDowell Schroeder, PE, PTOE is a Transportation and Traffic Engineer for McDowell Engineering, LLC. Ms. McDowell Schroeder has over nineteen years of extensive traffic and transportation engineering experience. She has completed numerous transportation studies and roadway design projects throughout the State of Colorado. Ms. McDowell Schroeder is a licensed Professional Engineer in the State of Colorado and has her certification as a Professional Traffic Operations Engineer from the Institute of Transportation Engineers.

# Traffic Impact Analysis for the Rocky Mountain School of Discovery

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## 1.0 Project Description

McDowell Engineering has prepared this Transportation Impact Study for the proposed Rocky Mountain School of Discovery in Eagle, Colorado. The purpose of this study is to forecast and analyze the impacts of the additional traffic volumes associated with this project on the surrounding roadway network. Recommendations to mitigate any traffic impacts are also included. The analysis complies with Colorado Department of Transportation and Town of Eagle standards.

The applicant is proposing to develop a preschool that will provide lessons, hands-on learning experiences, nature contact and social skills development. The site, 409 Brooks Lane, had two residential homes through July 2016. One home has recently been removed. There are several existing out buildings on site. Refer to the Area Map in **Figure 1** and Site Plan in **Figure 2**.

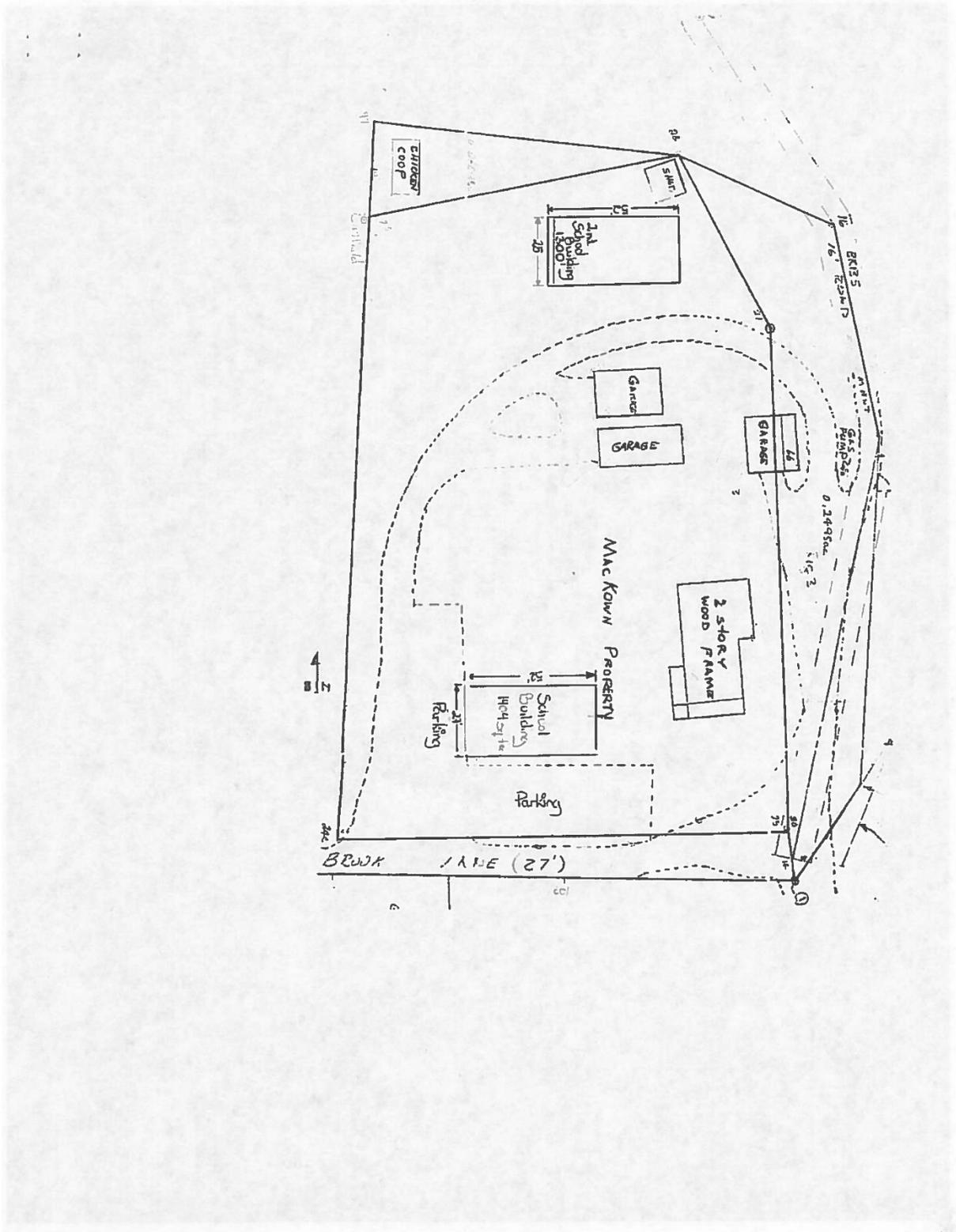
Figure 1: Area Map



The site is accessed via Brooks Lane. Brooks Lane crosses the Union Pacific Railroad between Grand Avenue (US 6) and the site. The site has an internal driveway that circles around the property.

The applicant is proposing the initial enrollment of 40 students. Phase 2 could accommodate up to 80 enrolled students. For analysis purposes, it is anticipated that Phase 2 may occur in Year 2020.

Figure 2: Site Plan



## 2.0 Existing Conditions

### 2.1 Description of Existing Transportation System

Brooks Lane is a two-lane, paved local roadway that currently serves as an access between Grand Avenue (US 6) and 16 single family homes located north of the railroad. Brooks Lane crosses the Union Pacific Railroad 100 feet north of Grand Avenue. Brooks Lane is located opposite of West 5<sup>th</sup> Street at its intersection with Grand Avenue.

Grand Avenue (US 6) is a two-lane, paved highway through Eagle. It connects to the communities of Gypsum/Dotsero to the west and Edwards/Avon to the east. US 6 is currently a State Highway. It is classified as an NR-B, non-rural arterial. The posted speed limit of Grand Avenue is 35mph at the site access. However, CDOT and the Town of Eagle are currently in the devolution process for US 6. The roadway is anticipated to be turned over from the State to the Town in early October 2016.

### 2.2 Traffic Data Collection

McDowell Engineering collected traffic data on Brooks Lane and its intersection with Grand Avenue (US 6) on Thursday, June 30<sup>th</sup>. The applicant later informed McDowell Engineering that they were moving into the onsite home on that date. Therefore, it was determined that the traffic counts from June 30<sup>th</sup> may have been abnormally high.

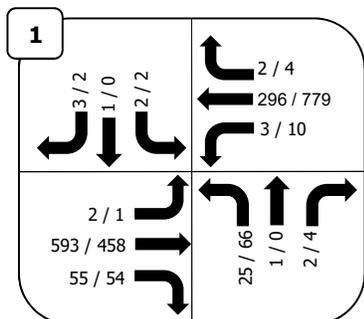
Additional traffic count data was taken on Tuesday, July 19<sup>th</sup>. Traffic counting tubes were placed across Brooks Lane at the railroad crossing. Turning movement counts were collected at the intersection of Grand Avenue and Brooks Lane.

The current daily traffic volume on Brooks Lane at the railroad crossing is 77 vehicles per day (vpd). This is a significantly lower volume than the Year 2005 data (157vpd) reported in the Colorado Public Utilities Commission's (PUC) 2006 Recommended Public Crossing Decision.

The Brooks Lane daily traffic volumes and Grand Avenue/Brooks Lane intersection peak hour turning movement counts are included in the **Appendix** of the report. Morning peak hour traffic on Brooks Lane occurs from 7:15 – 8:15am and has a volume of 11vph (vehicles per hour). Evening peak hour traffic occurs from 5:15 – 6:15pm and has a volume of 9vph.

CDOT requires that the access's peak hour traffic is analyzed as the design hour volume. The peak traffic at the intersection of Grand Avenue and Brooks Lane occurred from 7:15 – 8:15am and 5:00 – 6:00pm. Per the 24-hour pneumatic tube counts across Brooks Lane, the morning peak period of Brooks Lane was consistent with the intersection's 7:15 – 8:15pm peak. However, the peak evening traffic volumes on Brooks Lane occurred from 5:15 – 6:15pm. Therefore, the Brooks Lane peak hour volumes were applied to the peak intersection data. The existing Year 2016 traffic volumes can be found in **Figure 3**.

**Figure 3: Year 2016 Existing Traffic**



Project Number: M1240  
Prepared by: KJS



**LEGEND :**

AM/PM Volumes = XX/XX vehicles per hour  
Turning Movements



## 3.0 Future Traffic Projections

### 3.1 Background Infrastructure Assumptions

There are several developments in the Eagle area that have been approved or are seeking approval that will add traffic to the roadway network in the future.

#### Haymeadow Development

The Haymeadow Development, located southeast of the Eagle Pool and Ice Rink, has been approved but construction has not yet begun. The Haymeadow Development will consist of a total of 837 units (not including Accessory Dwelling Units). This will include a mix of condominiums, townhomes, duplexes and single family homes (344 multi-family units and 493 single family/duplex units). This study assumes that the Brush Creek Road extension to Grand Avenue is completed by Year 2032 and that Grand Avenue is widened to a four lane facility by Year 2035.

#### Frost Creek Development

Changes to the existing Frost Creek development are currently being considered by Eagle County. The development is asking for increasing the approved units from 98 to 142 single family residences and increase the number of guest cabins from 5 to 20.

#### JHY Parcel Development

Development of the JHY Property is currently being considered by the Town of Eagle. This Development would construct 100,000sf of commercial property and 300 residential dwelling units on the 30-acre site. In lieu of the commercial development an additional 100 residential units could be considered.

#### Sylvan Lake Circle Development

Development of the Sylvan Lake Circle Property is currently being considered by the Town of Eagle. This Development would construct 42 residential townhome units on the southwest corner of Grand Avenue (US 6) and Sylvan Lake Road.

*Improvement Summary:* It is anticipated that by the year 2035 improvements to the Eagle road network will be made. Some of the improvements anticipated are:

- Brush Creek Road Extension to Grand Avenue
- Grand Avenue Capacity Improvements to 4-lane Highway
- Brush Creek Road & Sylvan Lake Road Improvements, including the installation of roundabouts or signals

These improvements are described in detail in the Town of Eagle's *West Eagle Sub Area Plan*<sup>3</sup> and in the *Haymeadow Traffic Study*<sup>4</sup>.

## 3.2 Background Traffic Growth

### Year 2020 Background Traffic:

For the short term (Year 2016 and Year 2020) traffic projections, CDOT's published growth rate was used to forecast traffic volumes on Grand Avenue. Per CDOT, Grand Avenue (US 6) corridor is anticipated to have a 20-year growth factor of 1.75, which equates to a 2.84% annual growth rate.

A 1.0% growth rate was applied to the turning movements associated with the West 5<sup>th</sup> Street access to US 6. Although the parcels on West 5<sup>th</sup> Street are largely built out, it can be anticipated that there will be moderate growth in the downtown Eagle area in the future.

The resulting Year 2020 background traffic volumes can be found in **Figure 4**.

### Year 2040 Background Traffic:

This study uses the traffic projections from the following studies to forecast future traffic volumes on Grand Avenue. The Haymeadow traffic study's background growth rate assumptions were utilized as the basis for all of the background traffic growth projections.

- Haymeadow Development
- Frost Creek Development
- JHY Parcel Development
- Sylvan Lake Circle Development

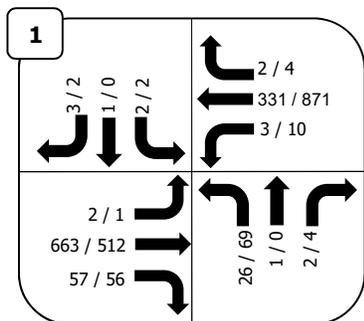
It also incorporates the Town's updated *Projected Brush Creek Growth Model*<sup>6</sup> that was updated in November of 2015.

The resulting Year 2040 background traffic volumes can be found in **Figure 5**.

### Possible Future Access Restrictions:

High traffic volumes and future Town growth will eventually make it difficult to make left turns onto the Grand Avenue corridor. This is described in more detail in **Section 4.3**. Therefore, an analysis with restricted left and through egressing movements onto Grand Avenue from the side streets (Brooks Lane and W. 5<sup>th</sup> Street) was performed. The results are shown in **Table 6**.

**Figure 4: Year 2020 Background Traffic**



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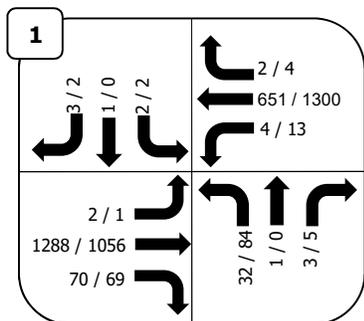


**LEGEND :**

AM/PM Volumes = XX/XX vehicles per hour  
 Turning Movements



**Figure 5: Year 2040 Background Traffic**



Project Number: M1240  
 Prepared by: KJS



**LEGEND :**

AM/PM Volumes = XX/XX vehicles per hour  
 Turning Movements



## 4.0 Project Traffic

### 4.1 Trip Generation for Proposed Land Use

McDowell Engineering analyzed the preschool's check-in and check-out data for the Rocky Mountain School of Discovery's current Gypsum location. Parents are required to log their children in and out with a signature and time. For the first week of May, the school averaged 21 students per day. Both drop offs and pick ups were spread out over a three-hour window. Peak student drop off occurred from 7:00 – 8:00am, with 10 inbound and 10 outbound vehicle trips per hour. Peak pick up occurred from 5:00 – 6:00pm, with 11 inbound and 11 outbound vehicle trips per hour. The existing project-generated traffic and trip generation rate calculations are detailed in **Table 1**.

**Table 2** utilizes the Gypsum school's trip generation rates to calculate the trip generation for the Phase 1 (40 students) and Phase 2 (80 students) that is anticipated for the proposed Eagle school. For analysis purposes, it is anticipated that Phase 2 will occur in Year 2020.

The trip generation calculations were compared to the national standard trip generation rates published by the Institute of Transportation Engineers<sup>4</sup>. The national rates result in a lower traffic volume for the site, as shown in **Table 3**. Therefore, the anticipated site-generated traffic used in this study (**Table 2**) is considered a conservative analysis. A conservative traffic analysis occurs when the methodology forecasts more site traffic. **Table 3** is provided for informational and comparative purposes only.

### 4.2 Anticipated Site Traffic

The applicant has recently removed one single-family home on the site. Therefore, the current site can anticipate 1 – 2vph less than its historic use. These calculations are detailed in **Table 2**.

The trip generation rates determined from the Gypsum site were applied to the proposed 40 students for Phase 1. The first phase of the daycare can be anticipated to add an additional 202 vpd on an average weekday. The morning peak hour is anticipated to increase by 38vph. The evening peak hour is anticipated to see an increase of 42vph on Brooks Lane.

With Phase 2, the 80 students can be anticipated to generate an additional 404 vpd on an average weekday. The morning peak hour is anticipated to increase by 76vph. The evening peak hour is anticipated to see an increase of 84vph on Brooks Lane.



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 Prepared By: KJS  
 Date: 7/7/2016  
 Revised:



**Table 2 - Project Trip Generation**  
**Rocky Mountain School of Discovery**  
**Eagle, Colorado**  
**Estimated Project-Generated Traffic**

ITE Code	Units	Trip Generation Rates		Average Weekday Trips (vpd)	Morning Peak Hour		Evening Peak Hour		
		AM Peak Hour	PM Peak Hour		Inbound % Trips	Outbound % Trips	Inbound % Trips	Outbound % Trips	
<b>Existing Land Use</b>									
#210 Single-Family Detached Housing <sup>2</sup>	2 Units	0.77	1.02	19	0	74%	1	64%	1
<b>Proposed Land Use (Phase 1)</b>									
#210 Single-Family Detached Housing <sup>2</sup>	1 Unit	0.77	1.02	10	0	74%	1	64%	1
#565 Daycare <sup>1</sup>	40 Students	0.95	1.05	202	19	50%	19	50%	21
<b>Total Proposed Trips</b>				<b>212</b>	<b>19</b>		<b>20</b>		<b>21</b>
<b>Proposed New Trips (Phase 1)</b>									
				<b>193</b>	<b>19</b>		<b>19</b>		<b>20</b>
<b>Future Land Use (Phase 2)</b>									
#210 Single-Family Detached Housing <sup>2</sup>	1 Unit	0.77	1.02	10	0	74%	1	64%	1
#565 Daycare <sup>1</sup>	80 Students	0.95	1.05	404	38	50%	38	50%	42
<b>Total Future Trips (Phase 2)</b>				<b>414</b>	<b>38</b>		<b>39</b>		<b>42</b>
<b>Future New Trips (Phase 2)</b>									
				<b>395</b>	<b>38</b>		<b>38</b>		<b>41</b>

<sup>1</sup> Values obtained from Table 1 - Trip Generation Analysis of the Gypsum Rocky Mountain School of Discovery

<sup>2</sup> Values obtained from *Trip Generation, 9th Edition*, Institute of Transportation Engineers, 2012.



**Table 3 - Project Trip Generation Comparison**  
 Rocky Mountain School of Discovery  
 Eagle, Colorado

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 PREPARED BY: KJS  
 DATE: July 7, 2016  
 REVISED:

**Estimated Project-Generated Traffic based upon the ITE Trip Generation Manual (For comparison purposes only.)**

ITE Code	Units	AM Peak Hour	PM Peak Hour	Avg. Weekday	Average Weekday Trips (vpd)	Morning Peak Hour		Evening Peak Hour				
						Inbound	Outbound	Inbound	Outbound			
<b>Existing Land Use</b>												
#210 Single-Family Detached Housing <sup>1</sup>	1 Unit	0.77	1.02	9.52	10	26%	0	74%	64%	1	36%	0
<b>Proposed Land Use</b>												
#210 Single-Family Detached Housing <sup>1</sup>	1 Unit	0.77	1.02	9.52	10	26%	0	74%	64%	1	36%	0
#565 Daycare <sup>1</sup>	40 Students	0.81	0.84	4.38	175	53%	17	47%	47%	16	53%	18
<b>Total Proposed Trips</b>					185		17	16		17	18	
<b>Proposed New Trips</b>							<b>17</b>	<b>15</b>		<b>16</b>	<b>18</b>	<b>18</b>

<sup>1</sup> Values obtained from Trip Generation, 9th Edition, Institute of Transportation Engineers, 2012.

### 4.3 Directional Distribution

The distribution of project-generated vehicular traffic is influenced by several factors including the following:

- The location of the site relative to other facilities and the roadway network
- The configuration of the existing and proposed adjacent roadway network
- Relative location of neighboring population centers and families

Therefore, it is anticipated that 50% of the site traffic will be originating from the west, 45% from the east, and 5% from the south. The anticipated directional distribution of project-generated traffic is depicted in **Figure 6**.

As discussed in **Section 3.2** and **5.1**, side street traffic along the Grand Avenue corridor is anticipated to reach high levels of delay within five years. This will be caused by an increase in traffic volumes on Grand Avenue, which will result in less gaps in traffic for egressing vehicles to cross or turn left onto Grand Avenue. This scenario will be true at all accesses along the corridor. Therefore, it is likely that without improvements to the intersection of Grand Avenue with Brooks Lane/5<sup>th</sup> Street, directional distribution may shift to favor right turns out of Brooks lane during peak traffic periods.

An analysis with restricted left and through egressing movements onto Grand Avenue from the side streets (Brooks Lane and W. 5th Street) was performed. The results are shown in **Table 6**.

#### Sensitivity Analysis:

CDOT staff requires additional directional distribution scenarios as a sensitivity analysis. The alternate distribution analysis is included in **Table 4** and **Table 5** detail the vehicle trips that are anticipated at Brooks Lane with each scenario.

Table 4: Directional Distribution – Project Traffic Assignment Sensitivity Analysis (Phase 1 – 40 Students)

2040 Total Traffic Volumes  (AM/PM)	Site-Generated Traffic Directional Distribution at Brooks Lane			
	60% west/ 35% east/ 5% south	50% west/ 45% east/ 5% south	40% west/ 55% east/ 5% south	CDOT Turn Lane Threshold
	EBL 14/14 vph WBR 9/11 vph SBL 8/9 vph SBR 15/15 vph	EBL 12/12 vph WBR 11/13 vph SBL 10/11 vph SBR 13/13 vph	EBL 10/10 vph WBR 13/15 vph SBL 12/14 vph SBR 11/10 vph	>25 vph >50 vph * *

The traffic study's assumptions are based upon a 50% west/45% east split, as highlighted above.

Check mark (✓) indicates that an auxiliary turn lane is required per the *Access Code*.

\*Based upon assessment of safety and operation of an intersection.

Table 5: Directional Distribution – Project Traffic Assignment Sensitivity Analysis (Phase 2 – 80 Students)

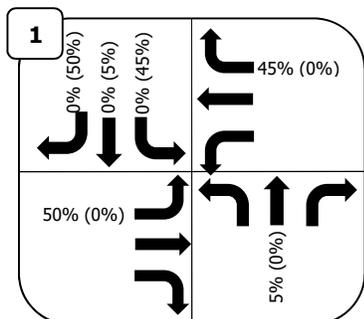
2040 <u>Total</u> Traffic Volumes	Site-Generated Traffic Directional Distribution at Brooks Lane			
	60% west/ 35% east/ 5% south	50% west/ 45% east/ 5% south	40% west/ 55% east/ 5% south	CDOT Turn Lane Threshold
(AM/PM)	EBL 25/27 vph WBR 15/18 vph SBL 15/17 vph SBR 26/27 vph	EBL 21/23 vph WBR 19/22 vph SBL 19/21 vph SBR 23/23 vph	EBL 17/18 vph WBR 23/27 vph SBL 22/25 vph SBR 19/19 vph	>25 vph >50 vph * *

The traffic study's assumptions are based upon a 50% west/45% east split, as highlighted above.

Check mark ( ✓ ) indicates that an auxiliary turn lane is required per the Access Code.

\*Based upon assessment of safety and operation of an intersection.

**Figure 6: Directional Distribution**



Project Number: M1240  
 Prepared by: KJS



**LEGEND :**

Directional Distribution = XX% in (XX% out)  
 Turning Movements



#### 4.4 Traffic Assignment and Total Traffic

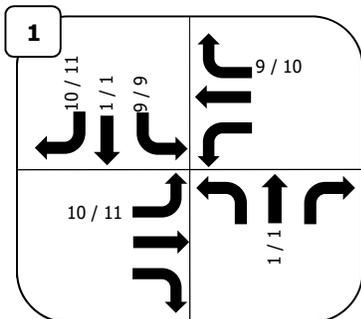
When the trip generation expected for this site is applied to the estimated trip distribution, the result is the anticipated assignment of trips on the roadway system. **Figure 7** depicts the new vehicle trips that are anticipated from the proposed development.

The Year 2016 total traffic is the sum of Year 2016 background (**Figure 3**) traffic with **Figure 7** and can be seen in **Figure 8**.

Similarly, Year 2020 total traffic is the sum of **Figure 4** with **Figure 7** and can be seen in **Figure 9**.

Year 2040 total traffic is the sum of **Figure 5** with **Figure 7** and can be seen in **Figure 10**.

**Figure 7: Traffic Assignment**



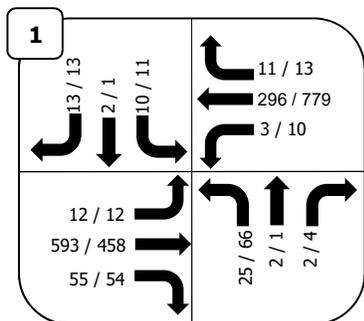
Project Number: M1240  
 Prepared by: KJS



**LEGEND :**

AM/PM Volumes = XX/XX vehicles per hour  
 Turning Movements

**Figure 8: Year 2016 Total Traffic**



Project Number: M1240  
Prepared by: KJS

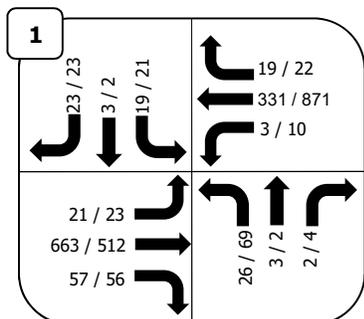


**LEGEND :**

AM/PM Volumes = XX/XX vehicles per hour  
Turning Movements



**Figure 9: Year 2020 Total Traffic**



Project Number: M1240  
 Prepared by: KJS

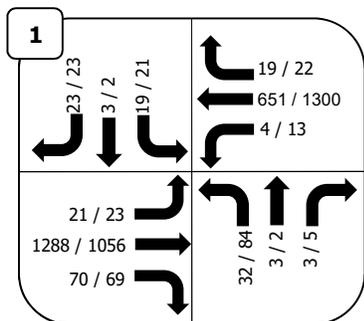


**LEGEND :**

AM/PM Volumes = XX/XX vehicles per hour  
 Turning Movements



Figure 10: Year 2040 Total Traffic



Project Number: M1240  
 Prepared by: KJS



**LEGEND:**

AM/PM Volumes = XX/XX vehicles per hour  
 Turning Movements

## 5.0 Transportation Impact Analysis

### 5.1 HCM Level of Service Analysis

Year 2016, 2020 and 2040 background and total traffic was evaluated for the anticipated Level of Service (LOS) using *Highway Capacity Manual 2010*<sup>2</sup> (HCM) analysis procedures. Synchro Version 8 software was used to determine the delay LOS at the two-way stop controlled (TWSC) intersections. Rodel software was used to determine future roundabout feasibility. **Table 6** quantifies the HCM Level of Service criteria. **Table 7** summarizes the delay and LOS for the background traffic scenarios. **Table 8** summarizes the delay and LOS for the total (background + site-generated) traffic scenarios.

- Scenario A = No access restrictions
- Scenario B = No through or left turn egress movements from Brooks Lane or W. 5<sup>th</sup> Street
- Scenario C = Roundabout is constructed at the intersection of Grand Avenue and Brooks Lane/W. 5<sup>th</sup> Street

*Table 6: HCM 2010 Level-of-Service Criteria*

LOS	Expected Delay to Minor Street Traffic	Average Signal Delay (seconds/vehicle)	Average Stop-Controlled Delay (seconds/vehicle)
A	Little or no delay.	0-10	0-10
B	Short traffic delays.	>10-20	>10-15
C	Average traffic delays.	>20-35	>15-25
D	Long traffic delays.	>35-55	>25-35
E	Very long traffic delays.	>55-80	>35-50
F	When volume exceeds the capacity of the lane extreme delays will be encountered with queuing that may cause severe congestion affecting other traffic movements in the intersection. This condition usually warrants improving the intersection.	>80	>50

**Table 7: Background Traffic Level of Service**

Intersection	Traffic Control	Approach	Year 2016 Level of Service		Year 2020 Level of Service		Year 2040 Level of Service	
			(Delay in Seconds)		(Delay in Seconds)		(Delay in Seconds)	
			AM	PM	AM	PM	AM	PM
Grand Avenue and Brooks Lane (W. 5 <sup>th</sup> Street) <b>SCENARIO A</b>	NB/SB	EB	A (0)	A (0)	A (0)	A (0)	A (0)	A (0)
	Stop	WB	A (0)	A (0)	A (0)	A (0)	A (0)	A (1)
	<<No	NB	C (24)	F (76)	D (28)	F (137)	F (182)	F (927)
	Access	SB	C (16)	C (26)	C (18)	D (32)	E (37)	F (75)
	Restrict-	NBL	C (24)	F (77)	D (28)	F (137)	F (182)	F (927)
	ions>>	SBL	C (16)	D (26)	C (18)	D (32)	E (37)	F (75)
		Overall (sec/veh)	A (1)	A (4)	A (1)	A (7)	A (3)	D (29)
Grand Avenue and Brooks Lane (W. 5 <sup>th</sup> Street) <b>SCENARIO B</b>	NB/SB	EB			A (0)	A (0)	A (0)	A (0)
	Stop	WB			A (0)	A (0)	A (0)	A (1)
	<<No	NB			B (14)	B (13)	C (16)	C (16)
	Left or	SB			B (10)	C (17)	B (11)	B (15)
	Through	NBL			B (14)	B (13)	C (16)	C (16)
	Egress>>	SBL			B (10)	C (17)	B (11)	B (15)
		Overall (sec/veh)			A (1)	A (1)	A (0)	A (1)
Grand Avenue and Brooks Lane (W. 5 <sup>th</sup> Street) <b>SCENARIO C</b>		EB					A (6)	A (5)
		WB					A (3)	A (6)
	<<Round-	NB					A (4)	A (6)
	about>>	SB					A (5)	A (5)
			Overall (sec/veh)					A (4)

As can be seen in **Table 7**, under background conditions side street traffic along the Grand Avenue corridor is already experiencing excessive levels of delay during the evening peak hour. This is true at all accesses along the corridor. Therefore, it is likely that without improvements to the intersection of Grand Avenue with Brooks Lane/5<sup>th</sup> Street, drivers will begin to turn right onto Grand Avenue to avoid the excess delay associated with going straight or turning left. With roundabouts on either side of the Grand Avenue corridor, the displaced trips would be likely to make a u-turn at the Sylvan Lake Road roundabout to reach their original destination. Similarly, the background W. 5<sup>th</sup> Street traffic may use the Eby Creek roundabout to make a u-turn movement.

In the future, the Town may consider the installation of a roundabout or traffic signal at key intersections along the Grand Avenue corridor. As a major street connecting Grand Avenue to downtown Eagle and Capitol Street, 5<sup>th</sup> Street may be considered for such improvements in the future.

**Table 8: Total Traffic Level of Service**

Intersection	Traffic Control	Approach	Year 2016 Level of Service		Year 2020 Level of Service		Year 2040 Level of Service	
			(Delay in Seconds)		(Delay in Seconds)		(Delay in Seconds)	
			AM	PM	AM	PM	AM	PM
Grand Avenue and Brooks Lane (W. 5 <sup>th</sup> Street) <b>SCENARIO A</b>	NB/SB	EB	A (0)	A (0)	A (0)	A (0)	A (1)	A (1)
	Stop	WB	A (0)	A (0)	A (0)	A (0)	A (0)	A (1)
	<<No Access	NB	D (25)	F (98)	D (33)	F (240)	F (321)	F (1650)
	Restrictions>>	SB	C (17)	D (30)	C (22)	F (52)	F (58)	F (383)
		NBL	D (25)	F (98)	D (33)	F (240)	F (321)	F (1650)
		SBL	C (16)	D (30)	C (22)	F (52)	F (58)	F (383)
	Overall (sec/veh)		A (1)	A (6)	A (2)	B (13)	A (6)	F (349)
Grand Avenue and Brooks Lane (W. 5 <sup>th</sup> Street) <b>SCENARIO B</b>	NB/SB	EB			A (0)	A (0)	A (1)	A (1)
	Stop	WB			A (0)	A (0)	A (0)	A (1)
	<<No Left or	NB			B (14)	B (13)	C (16)	C (16)
	Through	SB			B (11)	C (19)	B (11)	C (16)
	Egress>>	NBL			B (14)	B (13)	C (16)	C (16)
		SBL			B (11)	C (19)	B (11)	C (16)
	Overall (sec/veh)			A (1)	A (2)	A (1)	A (1)	
Grand Avenue and Brooks Lane (W. 5 <sup>th</sup> Street) <b>SCENARIO C</b>		EB					A (7)	A (5)
		WB					A (3)	A (6)
	<<Round-about>>	NB					A (4)	A (6)
		SB					A (5)	A (5)
		Overall (sec/veh)					A (5)	A (5)

Chapter 4.14.130 of the Town of Eagle’s *Land Use & Development Code*<sup>5</sup> defines the Levels of Service for the Town’s Adequate Public Facilities. Per the Code, “*The Level of Service (LOS) standards for arterial and collector streets in Eagle is Level of Service C or higher. Level of Service determinations shall be applied to streets and intersections using standard traffic engineering practices. The normal analysis periods are the peak hours of usage of the streets.*” It should be noted that the industry standard is a minimum HCM Level of Service D at an intersection and LOS C along a segment of road. Jurisdictions vary on the requirements of an individual movement’s LOS criteria. Some allow failing egressing movements onto an arterial roadway. Others require all failing movements to be mitigated.

Per the analysis results in **Table 7** and **Table 8**, the overall intersection Level of Service is anticipated to operate acceptably without access movement restrictions until the background Year 2040 condition. At that time, the traffic volumes on Grand Avenue

will be so high that there will not be sufficient gaps in traffic for side street traffic to turn left or make a through movement across Grand Avenue.

As mentioned above, all of the accesses along the Grand Avenue corridor will be impacted as its traffic volumes continue to increase. It is recommended that the Town considers access control planning for the Grand Avenue corridor in the near future. A planned access configuration will allow for all of the accesses along the corridor to continue to operate at an acceptable Level of Service with a combination of access improvements and access restrictions. The use of roundabouts on the corridor would allow vehicles to maintain full movements by utilizing the capability to make a u-turn at the roundabouts.

## 5.2 State Highway Access Permits

Grand Avenue (US 6) is controlled by CDOT until the devolution process is completed in the Fall of 2016. Section 2.6(3) of the *State Highway Access Code*<sup>3</sup> (*Access Code*) requires a new access permit when there is a land use change and/or the driveway volume is anticipated to increase by more than twenty percent. Therefore, a new State Highway Access Permit will be required for Brooks Lane.

## 5.3 State Highway Turn Lane Analysis

The *State Highway Access Code* establishes the need for auxiliary turn lanes. Several criteria apply when determining the traffic volume thresholds. US 6 is a two-lane highway with a posted speed limit of 35mph in the vicinity of the proposed project site. It is classified by the Colorado Department of Transportation (CDOT) as an access category NR-B. Per Section 3.11(4) of the *Access Code*, auxiliary turn lanes are required for more than 25vph making a left turn movement and 50vph making a right turn movement from the highway.

Based upon the full buildout of Phase 2 and the Year 2040 total traffic volumes at Brooks Lane, no auxiliary deceleration or acceleration lanes will be required for the site. Details for this analysis are shown in **Table 5**.

## 5.4 Sight Distance

This section of Grand Avenue is on a tangent alignment with relatively level grades. The proposed access point has adequate sight distance in both directions that exceeds the 350' requirement in Table 4-2 of the *Access Code*. If Grand Avenue is widened in the future to a four-lane roadway, the current conditions at the Brooks Lane access are still anticipated to exceed the 420' sight distance requirement.

## 5.5 Union Pacific Railroad

This traffic analysis shall be submitted to the Colorado Public Utilities Commission for coordination and determination of any improvements that may be required for the increase in traffic at the Brooks Lane railroad crossing. The anticipated total (background + project-generated) peak hour volume at the crossing is 93vph.

The railroad has not been operating for ten years. Therefore, the Federal Rail Authority's (FRA's) historic data for this crossing was used to simulate a train crossing of Brooks Lane. The FRA's train characteristics and crossing calculations are included in the **Appendix**. The train's longest recorded length was approximately 8,925 feet. At 40mph, the train would block the crossing for 153 seconds.

During the crossing time, the Total Year 2040 vehicles (with buildout of Phase 2) on Brooks Lane can be anticipated to queue back an average of 55 feet. The 95<sup>th</sup> percentile queue could be anticipated to reach 105 feet. There is 75 feet of distance available for vehicles on Brooks Lane to queue between the railroad and Grand Avenue. This distance will hold three cars. Therefore, if the train starts running again, it could be anticipated that five percent of the time that a train crosses the Brooks Lane intersection, a single car may be waiting on Grand Avenue.

## 6.0 Recommendations and Conclusions

The proposed Rocky Mountain School of Discovery is anticipated to be successfully accommodated into the greater roadway system.

### Trip Generation:

The applicant is proposing a school that would accommodate 40 students with the initial phase. Phase 2 could accommodate up to 80 students. For analysis purposes, it is anticipated that Phase 2 will occur in Year 2020.

A conservative trip generation analysis was performed based upon the school's current operations at their location in Gypsum. This yields a slightly higher site-generated traffic volume than using the national standard rates.

The trip generation rates determined from the Gypsum site were applied to the proposed 40 students for Phase 1. The proposed daycare can be anticipated to add an additional 202 vpd on an average weekday. The morning peak hour is anticipated to increase by 38vph. The evening peak hour is anticipated to see an increase of 42vph on Brooks Lane.

With Phase 2, the 80 students can be anticipated to generate an additional 404 vpd on an average weekday. The morning peak hour is anticipated to increase by 76vph. The evening peak hour is anticipated to see an increase of 84vph on Brooks Lane.

### Level of Service Analysis:

As can be seen in **Table 7**, side street traffic along the Grand Avenue corridor is currently experiencing excessive delays during the evening peak hour. This is true at all accesses along the corridor. Therefore, it is likely that without improvements to the intersection of Grand Avenue with Brooks Lane/5<sup>th</sup> Street, drivers will begin to turn right onto Grand Avenue to avoid the excess delay associated with going straight or turning left.

Per the analysis results in **Table 7** and **Table 8**, the overall intersection Level of Service is anticipated to operate acceptably without access movement restrictions until the background Year 2040 condition. At that time, the traffic volumes on Grand Avenue will be so high that there will not be sufficient gaps in traffic for side street traffic to turn left or make a through movement across Grand Avenue. The individual side street movements are anticipated to see continued degradation until access improvements or access restrictions are made.

In the future, the Town may consider the installation of a roundabout or traffic signal at key intersections along the Grand Avenue corridor. As a major street connecting Grand Avenue to downtown Eagle and Capitol Street, 5<sup>th</sup> Street may be considered for such improvements in the future.

State Highway Access Permits:

Grand Avenue (US 6) is controlled by CDOT until the devolution process is completed in the Fall of 2016. A new State Highway Access Permit will be required for the Brooks Lane access to Grand Avenue (US 6.)

Auxiliary Turn Lanes:

Based upon the full buildout of Phase 2 and the Year 2040 total traffic volumes at Brooks Lane, no auxiliary deceleration or acceleration lanes will be required for the site.

Sight Distance:

Brooks Lane has adequate sight distance at the intersection with Grand Avenue.

Union Pacific Railroad

This traffic analysis shall be submitted to the Colorado Public Utilities Commission for coordination and determination of any improvements that may be required for the increase in traffic at the Brooks Lane railroad crossing. The anticipated peak hour volume at the crossing is 93vph.

The railroad has not been operating for ten years. Therefore, the longest historic train at this crossing was modelled to determine the anticipated queue of cars at the railroad crossing. During the crossing time, the Total Year 2040 vehicles (with buildout of Phase 2) on Brooks Lane can be anticipated to queue back an average of 55 feet. The 95<sup>th</sup> percentile queue could be anticipated to reach 105 feet. There is 75 feet of distance available for vehicles on Brooks Lane to queue between the railroad and Grand Avenue. This distance will hold three cars. Therefore, if the train starts running again, it could be anticipated that five percent of the time that a train crosses the Brooks Lane intersection, a single car may be waiting on Grand Avenue.

## 7.0 Appendix

### Reference Documents

1. OTIS Traffic Data. Colorado Department of Transportation.  
<http://apps.coloradodot.info/dataaccess/>
2. *Highway Capacity Manual*. Transportation Research Board, 2010.
3. *State Highway Access Code*. State of Colorado, 2002.
4. *Trip Generation Handbook*. Institute of Transportation Engineers, 2012.
5. *Land Use & Development Code*. Town of Eagle, 1999.

### Included Documents

1. Scoping correspondence with Town and CDOT, July 2016.
2. Traffic Data
3. CDOT OTIS Traffic Data.
4. HCM Analyses (Synchro and Rodel Reports)
5. FRA Historic Train Data and Crossing Time Calculations

## Tom Boni

---

**From:** Fischhaber - DORA, Pam <pamela.fischhaber@state.co.us>  
**Sent:** Monday, August 15, 2016 11:28 AM  
**To:** Tom Boni  
**Cc:** Kevin Sharkey; Deron Dircksen; John Schneiger  
**Subject:** Re: Discovery School Traffic Study

Good Morning Tom,

I read through the attached traffic study this morning and compared the traffic volumes in the study to the requirements placed on the Town of Eagle by the Commission for the Brooks Lane crossing. Based on a review of the traffic volumes, I think that this development meets the threshold for widening the crossing from 16' to accommodate two vehicles using the crossing at the same time.

The traffic volume using the crossing provided to the Commission in 2005 was 157 vehicles per day. Per the traffic study, it looks like the traffic volume using the crossing today is 77 vehicles per day (a decrease of 80 vehicles from 2005). The proposed development will be removing one home use of traffic using the crossing (10 vehicles per day to keep the math easy although the actual rate is 9.52). That brings the background traffic volume to 67. Phase 1 of the proposed development adds 202 vehicles per day using the crossing. This brings the traffic volume using the crossing to 269 vehicles per day.

Looking at the original 2005 volumes (157) and adding the traffic volumes for two new houses (20) gives a traffic volume threshold to trigger the widening of the crossing to 177 vehicles per day. The proposed development adds even more traffic than the residential trigger by an additional 92 vehicles per day. Based on the residential housing volume threshold, it looks like that trigger is met. Additionally, this new school can likely be considered to be commercial activity, which would also trigger the widening of the crossing. It looks like under either scenario, this new school will trigger the threshold to widen the crossing.

I will suggest that we schedule a safety diagnostic at the crossing with myself, Town of Eagle Staff and the Union Pacific Railroad Company to determine what changes will be necessary at this crossing to widen the crossing to accommodate two vehicles occupying the crossing at the same time. It would be helpful to me to know what the roadway classification for this road is/will be. I would also appreciate it if you would provide me with a cross-section drawing showing the Town of Eagle standards for the roadway classification.

Please let me know if you have any questions regarding my analysis. I would also be happy to help schedule the safety diagnostic at the crossing.

Thanks,  
Pam

Pamela Fischhaber, Ph.D., P.E., WSO-CSS  
Section Chief - Rail and Transit Safety

## Tom Boni

---

**From:** Fischhaber - DORA, Pam <pamela.fischhaber@state.co.us>  
**Sent:** Thursday, September 01, 2016 12:18 PM  
**To:** Kari McDowell Schroeder  
**Cc:** Tom Boni; annehelenegarberg  
**Subject:** Re: FW: Discovery School Traffic Study

Good Afternoon,

Even with your proposed changes to traffic volumes, the changes at the crossing are still triggered by the fact that a commercial activity, which was one of the requirements. My analysis does not imply that by reducing the number of trips, Eagle would be able to relieve itself of this requirement. The threshold has been met, so the crossing changes are needed.

Thanks,  
Pam

Pamela Fischhaber, Ph.D., P.E., WSO-CSS  
Section Chief - Rail and Transit Safety



P 303.894.2529 | F 303.894.2065  
1560 Broadway, Suite 250, Denver, CO 80202  
[pamela.fischhaber@state.co.us](mailto:pamela.fischhaber@state.co.us) | [www.colorado.gov/dora/puc](http://www.colorado.gov/dora/puc)

On Thu, Sep 1, 2016 at 12:07 PM, Kari McDowell Schroeder <[kari@mcdowelleng.com](mailto:kari@mcdowelleng.com)> wrote:

Pam,

The Rocky Mountain School of Discovery would like to propose an interim solution of a reduced number of 17 enrolled students. This would allow the Brooks Lane railroad crossing to operate within the Commission's 157vpd and hopefully not require crossing improvements. Can you please review the attached letter and let us know if this is something that the PUC could support?

Thank you,

Kari



*The Town of Eagle*

Box 609 • Eagle, Colorado 81631  
(970) 328-6354 • Fax 328-5203

Meetings:  
2<sup>nd</sup> and 4<sup>th</sup> Tuesdays

**MEMO**

To: Town Board of Trustees

From: Deron Dircksen, PE – Assistant Town Engineer / Sustainability Coordinator

Date: July 12, 2016

Subject: Rocky Mountain School of Discovery – Brooks Lane Cost Estimate

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The Brooks Lane Cost Estimate and Exhibit was prepared to address the needed capital improvements. The cost estimate and exhibit are sketch plan level. The Brooks Lane improvements include:

- replacing old undersized water main for better fire protection,
- constructing a typical 24-foot wide road with a fire truck turnaround,
- constructing Union Pacific Railroad improvements\*,
- acquiring easement / right-of-way to increase right-of-way width from approximately 27-feet in some areas and approximately 37-feet in other areas to an almost typical 50-foot wide right-of-way (60-feet may be necessary)\*\*,
- and adding in miscellaneous work (i.e. geotechnical engineer, surveyor, and engineering) and 20% contingency\*\*\*.

\*The Union Pacific Railroad improvement costs (\$200K) are from cost estimates 10-years ago when it was assumed the UPRR improvements would be \$100K.

\*\*The Easement / right-of-way costs (\$100K) are estimated from this year's budget dealing with Violet Lane easement acquisition.

\*\*\*A 20% contingency was added since this cost estimate and exhibit are sketch plan level.

The Phase 2 is many years in the future when Highway 6 gets redesigned, and will be determined at that point.

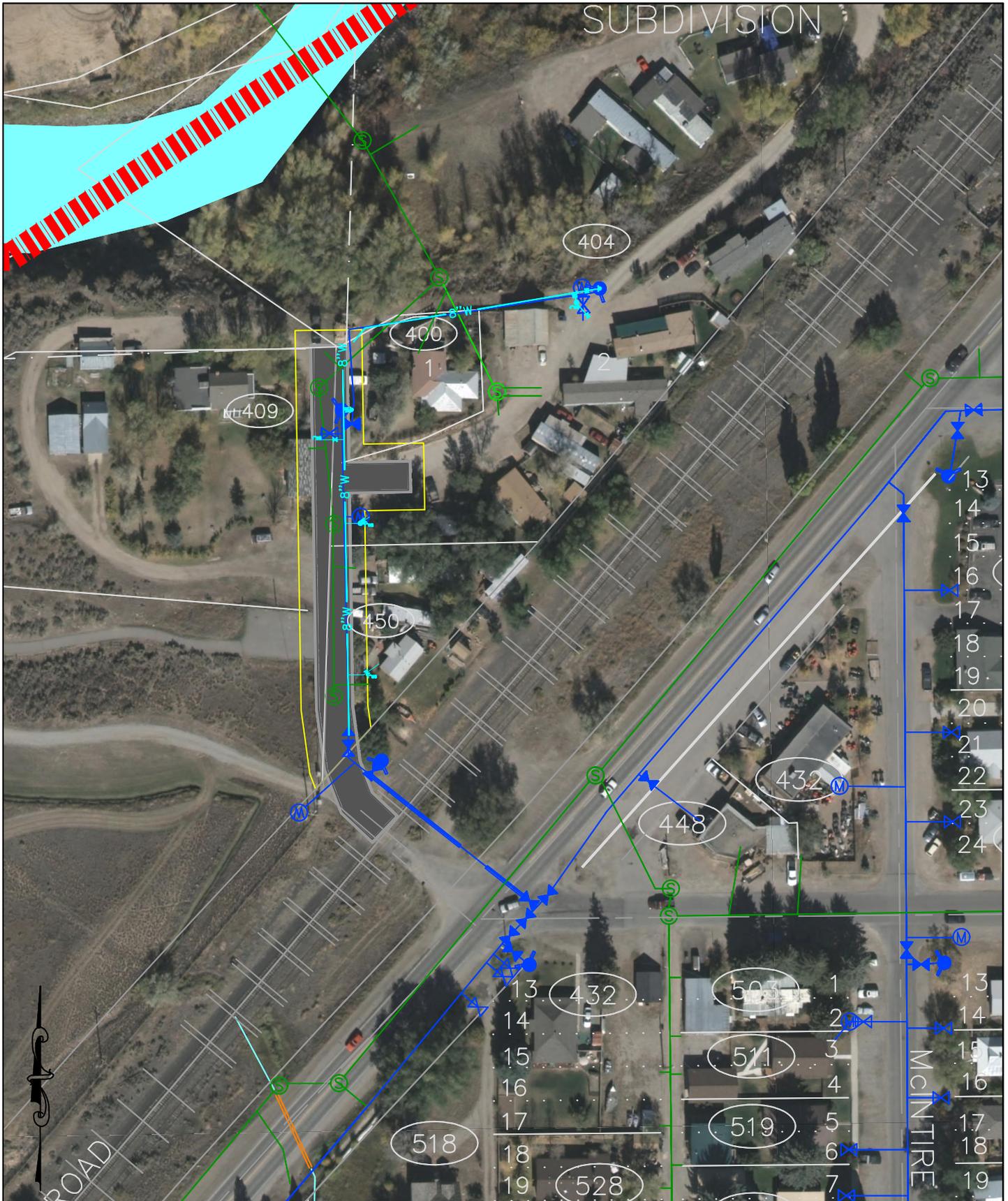
BROOKS LANE - COST ESTIMATE

BY: DD

6/16/2016

**BROOKS LANE**

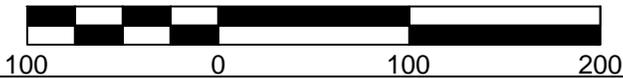
BID ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE	
				UNIT PRICE	PRICE
1	MOBILIZATION	1	LS	\$ 20,000.00	\$ 20,000.00
2	SITE PREPARATION	1	LS	\$ 5,000.00	\$ 5,000.00
3	TRAFFIC CONTROL AND MAINTENANCE OF ACCESS	1	LS	\$ 15,000.00	\$ 15,000.00
4	8-INCH DIP, CLASS 52	500	L.F.	\$ 95.00	\$ 47,500.00
5	4-INCH GATE VALVE	1	EA	\$ 1,500.00	\$ 1,500.00
6	8"X4" TEE	1	EA	\$ 1,200.00	\$ 1,200.00
7	8-INCH 45 DEGREE BEND	2	EA	\$ 600.00	\$ 1,200.00
8	8-INCH SOLID SLEEVE	2	EA	\$ 800.00	\$ 1,600.00
9	FIRE HYDRANT, GUARD VALVE, & 6-INCH DIP (RESTRAINED JOINT)	2	EA	\$ 9,250.00	\$ 18,500.00
10	WATER SERVICE: (1-INCH COPPER)	160	L.F.	\$ 62.50	\$ 10,000.00
11	WATER SERVICE TIE-IN (CURB STOPS, CORP., SADDLE, ETC.)	4	EA	\$ 1,600.00	\$ 6,400.00
12	CONCRETE TIE-BACK KICKER	2	EA	\$ 1,500.00	\$ 3,000.00
13	SAWCUT	174	L.F.	\$ 5.00	\$ 870.00
14	ASPHALT REMOVAL (4-INCHES)	1100	S.Y.	\$ 5.25	\$ 5,775.00
15	ROADBASE/SUBGRADE REMOVAL (6-INCHES)	1290	S.Y.	\$ 5.30	\$ 6,837.00
16	ASPHALT PAVING (4-INCHES, 22-FT WIDE)	1100	S.Y.	\$ 29.00	\$ 31,900.00
17	ROADBASE (CLASS 6)(6-INCH DEPTH)UNDER ASPHALT, UNDER CONCRETE, 2-FEET WIDE SHOULDERS, AND FINISHED SURFACE AREAS	1290	S.Y.	\$ 12.40	\$ 15,996.00
18	REVEGETATION	90	S.Y.	\$ 20.00	\$ 1,800.00
19	OVER-EXCAVATION OF UNSUITABLE TRENCH SUBGRADE (BELOW PIPE)	320	S.F.	\$ 2.00	\$ 640.00
20	REPLACEMENT OF SUITABLE TRENCH SUBGRADE (BELOW PIPE)	320	S.F.	\$ 6.00	\$ 1,920.00
21	EXPORT OF UNSUITABLE TRENCH MATERIAL UNDER PAVED SURFACE AREAS	1270	C.F.	\$ 1.00	\$ 1,270.00
22	IMPORT OF SUITABLE TRENCH MATERIAL UNDER PAVED SURFACE AREAS	1270	C.F.	\$ 3.00	\$ 3,810.00
1	UNION PACIFIC RAILROAD CROSSING (PHASE 1)	1	LS	\$ 200,000.00	\$ 200,000.00
2	EASEMENT / ROW ACQUISITION (PHASE 1) 11,030-S.F.	1	LS	\$ 100,000.00	\$ 100,000.00
3	GEOTECH	1	LS	\$ 5,000.00	\$ 5,000.00
4	SURVEY	1	LS	\$ 7,500.00	\$ 7,500.00
5	ENGINEERING	1	LS	\$ 20,000.00	\$ 20,000.00
	SUBTOTAL				\$ 534,218.00
	20% CONTINGENCY				\$ 106,843.60
	<b>TOTAL:</b>				<b>\$ 641,061.60</b>
<b>PHASE 2 (HIGHWAY 6 RECONSTRUCTION)</b>					
	UNION PACIFIC RAILROAD CROSSING (PHASE 2)	1	LS	\$ 200,000.00	\$ 200,000.00
	EASEMENT / PROPERTY ACQUISITION (PHASE 2)	1	LS	\$ 100,000.00	\$ 100,000.00
	PHASE 2 SUBTOTAL:				\$ 300,000.00
	20% CONTINGENCY				\$ 60,000.00
	<b>PHASE 2 TOTAL:</b>				<b>\$ 360,000.00</b>



**EXHIBIT - BROOKS LANE COST ESTIMATE**

TOWN OF EAGLE BY: DD DATE: 6-17-16  
 S:/CAPITAL PROJECTS/BROOKS LANE/DWG/EXHIBIT - COST ESTIMATE 8.5X11.DWG

Scale: 1" = 100'



**The Town of Eagle**

Town Hall	Public Works
200 Broadway	1050 Chambers Ave.
P.O. Box 609	P.O. Box 609
Eagle, CO 81631	Eagle, CO 81631
Phone: (970) 328-6354	Phone: (970) 328-6678
Fax: (970) 328-5203	Fax: (970) 328-6066



## Memorandum

To: Board of Trustees  
From: Tom Boni  
Re: Rocky Mountain School of Discovery  
Date: June 9, 2016

At the Planning and Zoning Commission Hearing there was significant public comment of this application, questions by the Commission of the applicant and staff and a deliberations by the Planning and Zoning Commission. Eight people had submitted written comment that were presented to the Commission. These include comments by:

1. John Hardesty -
  2. Karen Harkins
  3. Mellissa Carpenter
  4. Rick Commitz ( Owners Association Manager)
  5. Ami Fountain
  6. Jeanine Kenney
  7. Rebecca Haseltine
  8. Dana Stiles
  9. Devra DiDominico\*
  10. K Denning\*
- Received after P&Z Hearing

We have also attached these written comments to the Trustee's Staff Report as well as additional written comments received since the Commission's Hearing.

Many owners and renters living in the neighborhood expressed their concerns with the safety of adding traffic to a narrow road with a rail road crossing. They testified that there is a long wait to get on Highway 6 from Brooks Lane and the additional traffic related to the school will add to that long delay. They were concerned that parents would be in a rush to drop off their children and this could cause a danger to neighborhood children and vehicles using the roadway. They also mentioned that stacking distance on Brooks Lane is limited and that the roadway is narrow. Comments were made that in adverse weather conditions or when time was pressing, many parents would not use the suggested drop-off and pick-up suggested at the County Fairgrounds.

Public Testimony in favor of the application focused on the need for a quality pre-school, praised the other pre-school's run by the applicant and mentioned that not everyone arrives at the same time and usually there were not more than three parking spaces occupied at any one time at the Sunshine Pre-School that operated at the Methodist Church. Several people indicated a willingness to walk their children to the pre-school and others indicated that a drop off pick up management plan could be prepared to avoid congestion.

The Planning and Zoning Commission discussed many aspects of the application. They were concerned with understanding the impacts on the neighborhood. The request for 80 children seemed high for this neighborhood. There were questions asked about the minimum number of children that would work for the applicant. One of the points mentioned during deliberations was that traffic on Highway 6 is problem for the entire Eagle Community and is not caused by the applicant. The Union Pacific Railroad and the limitations of this Public Rail Road Crossing is recognized in the Eagle River Corridor Plan and needs to be addressed as we move forward with any development on the north side of Highway 6. Given the size of the property the applicant and work with staff to identify the appropriate amount of on- site parking.

Jason Cowles focused on the fact that the Sunshine Pre-School has closed and created a real need in the community. He restructured the conversation to come up with a plan that addressed the impacts for the neighborhood and the requirements of the Public Utilities Commission conditional approval of this public railroad crossing. He and other commissioners believed that drop-off and pick up of children could be managed and that children would arrive at various times rather than all at once.

Jason Cowles made a motion to approve with the following conditions:

1. Applicant to negotiate access improvements with the Town at Brooks Lane/Highway 6 intersection conceptually to include lane widening and a pedestrian access to (School) bus stop.
2. Approval of an access from the PUC
3. Submittal of a drop-off, pick-up management plan by applicant
4. Submittal of a Traffic Impact Report
5. Number of students to be limited to 30

The Planning and Zoning Commission requested the staff to prepare a memo summarizing the concerns that Commission expressed at the meeting as well as the thinking of those in favor of the application and the public testimony provided.



To: Anne McKibbin, Mayor and Board of Trustees

From: John Schneiger and All Department Heads

Date: September 9, 2016

Re: Department Updates

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## **COMMUNITY DEVELOPMENT**

- Completed Development Improvements Agreement and 1041 Application for Sylvan Circle PUD
- Completed public review for Creekside Lofts
- Eagle River Park: - See Monthly Summary from Caroline Bradford
- Enforcement Action 390 Ringneck. Issued Citation, Scheduled Court Hearing
- Danielle Couch Administrative: Danielle initiated testing framework of Meritage. Also Shifted intake of Building Permit applications from Carla Nelson (First Floor) to Danielle (Second Floor)
- Adopted new MJ Regulations
- Advertised for Assistant Planner and Planning Commissioners (Due date September 9)

## **FINANCE/ADMINISTRATION**

- Received an A3 Moody's Rating on the Eagle River Sales Tax 2016 Series Bonds, completed Official Statement and bond pricing for the closing on September 9th. Great Work from everyone involved.
- Budget Packets were distributed to departments for preparation of the 2017 Budget including:
  - Budget Instructions
  - Budget Calendar
  - Fee Schedule Worksheet
  - Budget Worksheets
  - Department GL Detail & Budget to Actual
  - Budget Narrative Document Form

- Personnel Request Form
  - Capital Outlay/Equipment Request Form
  - Capital Project Request Form
- With the 2017 Budget process we are going to be creating a fee schedule which will enable the Town to have all Fees in one place and review on a more regular basis.
  - Salary Survey received from Moffet Consulting and in the process of being reviewed. Still waiting on pay policy survey to add to salary survey, currently we only have wage information.
  - Finished transferring permits and building department services to Danielle Couch, Administrative Assistant, in the Community Development Department, which is allowing for Carla Nelson, General Admin Administrative Assistant to assist in more finance related responsibilities.

## **OPEN SPACE**

- Black Hills: Monitored construction to ensure proper topsoil removal and storage; determined post construction trail alignments; coordinated upcoming restoration activities with Black Hills' restoration contractor and BLM
- Removed large hazard tree along Brush Creek near Sylvan Lake road (contracted)
- Managed weed spraying work along Brush Creek and throughout open space in Eagle Ranch
- Coordinated with irrigation contractor to fix problems with irrigation timing at the pump track
- Coordinated with the Sylvan Lake Circle developer, his consultants, Tom Boni, and Eagle County Environmental Health on the Riparian Management Plan and 1041 permit for the project.
- Prepared maps for trailhead kiosks; coordinated with Any Cassidy and our graphics person
- Started archeological survey work on Hardscrabble Mountain trails for 2017 race permitting
- Handled unauthorized trail construction issue on Spud Cellar property
- Planned upcoming Haymaker Trail maintenance work in preparation for the Colorado Cycling League state championships

### Upcoming September Projects:

- Construction monitoring of Black Hills' restoration contractor – all work to be completed in September. Rebuilding of Second Gulch Trail and Abrams Gulch Trail, post restoration.
- Finish installation of remaining kiosks and graphics boards on trailhead kiosks
- Closing and signing of unauthorized trails per Terrace HOA request
- Haymaker trail maintenance, including ditch filling and hay bale maintenance
- Complete Hardscrabble trails archeological surveys
- Coordination with County Open Space Department on potential open space acquisition
- Planning of new trails on Spud Cellar OS and the Abrams Creek OS to Third Gulch connector
- Coordinate with Public Works and weed contractor on weed removal at pump track
- Work with John, Dusty, and Jay Lucas on BMX facility plan moving forward

## **PUBLIC WORKS**

- Street Resurfacing
- Project was completed within the timeframe and within budget (\$200K). Final accounting is still outstanding, awaiting billing from contractors.
  
- Right-of-Way Improvements
- Project was completed within proposed timeframe and within budget (\$50K). Project included concrete replacement in Aidan's Meadow and the extension of curb and gutter on 6th Street. Final accounting is still outstanding, awaiting bills from contractors.
  
- Black Hills (Source Gas)
- Construction: On-going
- Pipe replacement should be complete as of September 9th.
- Restoration and Revegetation is in progress.
- Complete: October 2016
  
- Intake Improvements
- All permits are in place and anticipate construction starting mid to late September. Project is expected to be completed by December 15, 2016. Ewing Construction was the low bid and is the contractor. Budget for this project is \$275K. We are very tight budget wise on this project.
  
- Pavement Management Study

## **TOWN CLERK**

- Posted open positions (Planner, Town Board and Engineer)
- Updated website with all historical Ordinances and Resolutions (*allows for key word searching to assist public and staff with researching topics.*)
- Attended State Liquor Enforcement Division training in Jefferson County
- Processed Liquor Renewals, Report of Changes and Special Event Permits
- Began budget process for Town Clerk
- Reviewed and prepared current fee schedule for Town of Eagle
- Prepared Survey Monkey survey for ShowDown Town participants (*to be posted soon ~ VVF has offered to give away a prize (Yakima bike rack) to those who complete the survey.*)
- Assembled and signed final Bond documents with Mayor at request of Bond Counsel
- Attended Department Head meetings
- Staff Picnic on August 18<sup>th</sup>
- Registered for Master Municipal Clerk's Academy training, to be held September 16-17 in Lakewood.
- Updated sales tax reports and also posted to website

- Requested second workstation in Board Chambers to assist Planners with presentations and packet access (*It was an upcycled lap top and is in use*)

## **MARKETING AND EVENTS**

### **Events**

- Interviewed, hired, wrote scope of work and trained Lauren Ciarallo, temporary contract event coordinator through 2016
- Multiple, in-depth meetings with event team (event coordinator, public works, police, town manager, admin) to determine best practices and policies for events
- Event planning meeting with event team for Colorado High School Cycling League State Championships
- Event marketing materials delivered (banners, wind blades, restaurant guides, map/brochures)
- Ordered swag bags for CO HS League State Championships and soccer tournament
- Replaced worn Eagle Outside banners heading into fall event season
- Revised event rating criteria for 2017 Event Funding RFP. Revisions approved at September MEAC board meeting
- Event and marketing presentation to Town Board August 9
- MEAC meetings and agendas

### **Marketing / Communications and Public Relations**

- River Corridor meetings and communications plan “completed.” The plan is a working document that will be updated continually so is never truly completed.
- Met with Pam Boyd / Vail Daily re: progress on River Park
- Scheduled fall digital and social media ad campaign with 3<sup>rd</sup> party ad server
- PR photo request fulfillment
- Email blast to Elevation Outdoors subscribers created, sending September 11
- Kiosks nearly completed and ready to print/install
- Community Impact Award campaign and winner selected, awards ordered
- Weekly emails to business license holders and event subscribers
- Digital media posts: Facebook, Twitter, Instagram
- Elevation Outdoors Top Adventure Towns voting (lost in round 3 to Buena Vista)
- Eagleoutside.com website updates (blogs, events, etc.) and changed out Holiday Inn Express logos throughout site

Recent media exposure

<http://www.elevationoutdoors.com/get-eagle-colorado-find-outdoor-fun-yoga-fall/>

<http://www.vaildaily.com/news/23732390-113/events-weather-help-drive-september-tourism>

<http://www.vaildaily.com/news/23713365-113/construction-on-eagles-new-river-park-wont-start>

<http://www.vaildaily.com/news/23697268-113/eagle-will-re-evaluate-its-marketing-focus-for-2017>

## **TOWN MANAGER**

- Met with Mayor approximately twice a week to discuss agendas and miscellaneous other issues. Worked together with Mayor to successfully develop Town Manager Goals for first year with Town. Also met with Town Board Members.
- Led group interview of temporary special events coordinator. Worked with Amy Cassidy, Ed Sands and Lauren Ciarallo in development of contract. Assisted with orientation.
- Led three department head meetings and met frequently with department heads.
- Continued office staff meetings to improve administrative office effectiveness.
- Met frequently on Riverfront Project and Lower Basin Water Treatment Plant. Riverfront included GOCO, Bonds, Property Owners, S20, Leader of Proposed Citizens Committee and numerous internal meetings. Initiated effort to hire consultant (SGM) to do a water rate study with goal of having proposed water rates and plant investment fee for inclusion in 2017 Budget.
- Made decision in conjunction with Dusty Walls to hire Town Engineer to replace Deron Dirksen. Prepared Town Engineer Advertisement.
- Worked on the following Human Resource Issues: Interim HR Position through MSEC, Received Revised Employee Manual from MSEC, Met Chris Moffet to Review Revised Job Descriptions, Provided Town Board with Three Month Organizational Assessment and met with Health Benefits Advisors to discuss Health Insurance Cost Share with Employees.
- Proposed hiring of full-time Special Events Coordinator to begin in mid-November. Developed and placed Special Events Advertisement and revised job description.
- Met with Boy Scout, Halen Lucas, and father to discuss Radio Car Track. Waiting for additional information.
- Focused on resolving issues related to BMX Track, Pump Track and Hay-Meadow Trail. License Agreement and insurance found lacking for BMX Track. Worked with Eagle County BMX Leadership to insure that Eagle County BMX Championship could take place. Event was successful with approximately 320 participants. Continue to work on meeting with Eagle County BMX to update License Agreement. Investigated problems with Pump Track. Made decision for Town to take responsibility for irrigation, landscape maintenance and weeding. (No other option available.) Had CIRSA review safety issues at Hay-Meadow Trail with corrective action in process. Met with WECMRD to discuss related issues, as well as need for renegotiation of Pool/Ice Rink Contract between Town and WECMRD which expires in June of 2017, as well as development of Pickle-ball courts as requested by citizens group.
- Meet with Jill Ewing on continuous basis to discuss budget related issues, including desired changes.
- Responded to citizen complaints, including Town Park area residents on issues related to the Show Downtown.
- Initiated Special Events Group that has met three times to work on special events policies for 2017. Attended other meetings to discuss special event related issues. Will discuss with the Town Board on September 13<sup>th</sup>.
- Volunteered to lead 22<sup>nd</sup> Annual Eagle River Clean-up in vicinity of Town Riverfront Project.
  - The Executive Summary has been received and reviewed. We needed a few points of clarification in the memo and these are being addressed and the memo will be distributed to the Town Board. The Final Report is still a couple of weeks out. Review with the Town Board will be scheduled when the report arrives. Budget \$45K.
  - Cemetery Tank Evaluation and Water System Coordination

- This project is ongoing. The scope was expanded. It is expected to be completed by December 2016. With these types of evaluations, sometimes more questions than answers are encountered. This project could be extended into 2017. Budget \$50K
- Water Rate Study
- A kickoff meeting with Schmueser, Gordon, and Meyer Engineering was held to discuss scope/costs/schedule. We are waiting for SGM to respond.



Town Manager John Schneiger  
200 Broadway  
Eagle, CO 81631

RE: Summary of August 2016 Highlights

Manager Schneiger,

In summary, please note a few Town of Eagle Police activities during the month of August:

**Community Policing-** Focus areas this month included:

**National Night Out.** An annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, better places to live. Sheriff VanBeek and Chief Staufer combined resources last year to ensure a greater impact, while increasing efficiency. NNO is attended by both agencies and is scheduled in Eagle, then Gypsum, every-other-year. This year, Eagle PD participated in the ECSO Gypsum, CO location. In 2017, Eagle PD will host the Eagle County Sheriff's Office for the National Night Out.

**School Schedule and Networking.** Part-time School Resource Officer B. Harper attended the first day of school at EVMS to educate the students on, "Safe to Tell." The EPD team helped facilitate back to school traffic control and crossing guard duties at BCES. Walkthroughs at each school were conducted by our team. SRO Harper has also started the conversation with Red Canyon High School about a number of concerns that have already been brought to the attention of the Town and EPD. SRO Harper also met with local principals to discuss the proposed district-wide transition to a modified school response plan.

**Latino Citizens Academy.** Chief Staufer attended the Latino Citizens Academy in Avon, CO. This program gives citizens in the community the opportunity to see what it is like to be a police officer and learn many of the basic functions of police work. Officer B. Herrera will also assist in the facilitation of an upcoming Latino Citizen Academy class.

**Together We Make A Difference Campaign.** Our officers continue to work on this campaign. Officer Hawkins attended and donated money to have his patrol car washed by the EVHS Cheer Team.

**Community Service Appreciation.** This initiative has caught the attention of a local writer, who noted a Facebook post of an Eagle resident commending EPD for their work after receiving a "ticket" for "doing the right thing." An editorial about the initiative and notes about policing is expected in an upcoming edition of a local community magazine.

**Lemonade Stands Project.** Our team was surprised to see several stands during the weekends after our schools had already started. Children and parents continue to be happy when our team stops by to buy lemonade.

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## Town of Eagle Police Department

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### ***Calls for Service- 867***

Note- the number of calls for service relates to activities through the regional dispatch center and does not reflect citizen assists at the PD, unrecorded phone calls into the PD or officer-initiated non-recorded activities.

*Noise Complaints have doubled as compared to August 2015. Traffic complaints continue to be issues called into dispatch on a frequent (sometimes daily) basis. Patrol and monitoring of traffic complaints has tripled as compared to 2015. Total calls for service rose from 825 in 2015 to 867 in 2016.*

### ***Investigations of Significance-***

**Solicitation for Prostitution & Fail to Register as Sex Offender.** Along with multiple other charges, a 54 year old male was arrested for soliciting for prostitution at a local hotel. The incident was reported by the establishment. Upon further investigation, the same man was charged with Harassment and Indecent Exposure in a separate incident.

**Accident on Interstate leads drug bust.** EPD assisted with a roll-over accident on I-70. While waiting for CSP to arrive, EPD officers initiated an investigation with the driver who appeared to be under the influence of drugs. During the investigation, EPD officers were provided with a large baggie of illegal narcotics.

**Sex Assault.** Our sergeant was assigned to a report of a sexual assault and this investigation is pending with the Eagle County District Attorney.

**Negotiator for Suicidal Call.** Lt. Simpkins (a trained negotiator on the SOU team) was called to Gypsum on a request to negotiate with a male (with a warrant) who threatened to kill himself if police came near him or into his home. The male was eventually taken into custody without further intervention other than verbal direction.

**Sheriff Department pursuit ends in Eagle.** The ECSO pursued three individuals involved in a multi-state crime spree from Edwards in a stolen vehicle. EPD followed the I-70 Pursuit Policy and attempted to cone off and close the Eagle exit with a patrol car to prevent the pursuit from entering our Town. Unfortunately, the driver of the stolen car elected to maneuver around the closure and crashed the car in the Eagle roundabout. Fortunately, there were no injuries and all three suspects were taken into custody.

**DUI/DWAI.** 5 DUI/DWAI investigations lead to arrests this month. In one case, a driver was called into dispatch for weaving and throwing a beer can out the window of an SUV. An EPD officer caught up to the vehicle on Highway 6. The officer noted the vehicle was weaving and driving into the opposing lane. Upon contact with the intoxicated driver, it was discovered there were seven children in the vehicle. Luckily, the driver was stopped before any harm could come to the children.

**Burglaries.** Studio at the Brush Creek (appears to be transient related) and 200 Capitol St. Suite 204 (currently under investigation).

**Serious Bodily Injury Accident.** Male driver flown to Denver by medical chopper after speeding through Eagle Ranch on Founders Avenue and crashing into a ditch. Driver had signs of impairment (alcohol). Fortunately, no one else was hurt (he and his vehicle flew over the recreation path near Founders Avenue during a period of time when pedestrians/bicyclists are normally using it).

**Perjury/Forgery on Title.** PT. Det. Hawkins working with our auto consignment business to address a situation where a customer traded two vehicles and may have forged the transaction.

**Events-** Town of Eagle supported the following events with in-kind police services this month:

**Showdown Town.** Extra patrol paid for by event sponsors was provided by Eagle PD for the final Showdown Town Concert. A short-period of in-kind overtime was also allowed due to crowds following the concert. This concert drew a large crowd from county wide residents.

**Empty Bowls, Salvation Army.** Sgt. Toy attended the annual Empty Bowls fundraiser for the Salvation Army.

**Training-** Select team members attended the following regional trainings:

**Leadership in Police Organizations.** Sgt. Buhlman attended week one of a three week management course. This course is a department requirement for the sergeant position.

**SOU.** Lt. Simpkins continues his services and training with the County SOU Team.

**National Incident Based Reporting.** Records Supervisor, Erin Ivie, attended this two-day course regarding proper reporting of incidents to the CBI and FBI reporting system.

**In-Service Training: Firearms, DT, CPR, AED, Tourniquet.** The entire department attended the in-service training mandated by CO POST for perishable skills. These trainings also help satisfy our CIRSA and Pinnacol Safety mandates.

**Noteworthy Items-**

**Eagle PD Online Reporting.** The initial steps have been taken to update the Eagle Police Department webpages with online reporting forms. Community members will be able to report or request the following items online: cold motor vehicle accidents, lost and found property, crime tips, parking variances, traffic patrol, vacation business/residence watch and request for records. This initiative was a 2016 department goal which should provide for enhanced service and communication with our residents and guests. The site should be live by October 1st.

**Recruitment.** EPD hired Officer Bryce Hinton this month. He completed ground school and two-weeks of Field Training. We look forward to having him on our team again. The department continues to build an eligibility list for future candidates.

**Found Property.** A larger number of found property items have been turned into Eagle PD. In the past, items were simply collected and placed into a found property bin. Officers are now required to do what they can to identify the owner. Our team has been able to identify several owners and return property. It is good to see that many citizens of our community are willing to turn in items that could otherwise have been kept.

**Transients.** EPD officers continue to contact homeless travelers and suspicious people drifting through town. Calls normally originate from trespassing or aggressive panhandling (harassment). Several of the travelers contacted have had criminal records and indicated they were travelling to Denver, Glenwood Springs or other locations in Colorado. Officers have noted some of these travelers to have mental health issues. Many of the travelers (noted to have out of state identification credentials) have indicated they were in Colorado because of decriminalized marijuana.

The Chief attended an International Association of Chiefs of Police conference this month and noted that homeless travelers have significantly increased in other Colorado communities as well. Many of these travelers end up in the Denver and Boulder areas. Unless aggravated or serious offences occur, EPD will continue to educate and offer the limited services afforded in our community to travelers with limited means.

**Accidents.** An increase in the amount of traffic accidents in roundabouts with large trucks (semi-trucks or box trucks) was noted. The cause is normally attributed to truck drivers failing to negotiate the roundabouts properly or allowing their trailer to strike objects. Truck drivers exiting Eagle and looking for a rest area seem to contribute to a majority of the accidents. The elimination of the truck stop (except for emergencies) may assist with reducing these incidents.

**Bicyclist Drunk and Disorderly.** One of the DWAI incidents was an arrest for DWAI on bike. During this incident, the Officers involved educated the subject, followed by warnings and a directive to go home and stay off of his bike. The subject returned to the Police Department building on his bike multiple times in an attempt to incite an argument. Officers finally had to take him into custody after refusing directives to leave.

**Old Town Networking and Information.** An officer was assigned to perform an informal community survey with homeowners around the Town Park after complaints were made about parking and abandoned vehicles at the Town Park. This was to assess the need of prohibiting overnight parking at the Town Park. Ironically, our officer was fielded with concerns about noise, trash and parking during Show Down Town events. The officer has since compiled the list of feedback from this initiative and shared it with our new community even liaison.

As the Town Park has restrictions on hours and closes at 11PM, the EPD will recommend no overnight parking signs for parking spaces immediately adjacent to the park.

**DUI Prevention.** Night shift officers continue to lead by example with this initiative while on foot patrols and while performing bar checks. Multiple pedestrians who had indicia of impairment were contacted prior to getting in a vehicle and/or leaving the area in a vehicle. *While case law denotes that officers are permitted to canvass liquor businesses and stop vehicles leaving the business upon reasonable suspicion of intoxication or traffic stop, our team is guided by the premise of community caretaking, education and prevention of DUI. Unless there is an aggravated situation and/or a repeat offender observed, we believe this premise better serves our community.*

**Contractual Services with Eagle County Animal Control.** There are minimal increases proposed for 2017. The most significant increase will be for after-hours calls where an officer needs animal control to immediately intervene. This will be budgeted for in 2017. Currently, night shift officers have been able to handle some of the animal calls (initial investigation) without having to call out an animal control officer.

Additionally, Eagle County Animal Services has reached out to the Town of Gypsum (Jeff Shroll) and to the Town of Eagle (via Chief Staufer) with questions about a dedicated FTE for the Town of Eagle and the Town of Gypsum. Eagle County Animal Control (ECAC) will look at funding for a part-time employee or a FTE for the purpose of patrolling with a focus on the Town of Gypsum and the Town of Eagle. ECAC will reach out to the HOA director of Eagle Ranch to see if the HOA would partially fund a part-time or FTE. As the discussion was in an early stage, any proposals for approval would likely need to be addressed in the 2018 BY.

**Contractual Services with Mind Springs for Detox.** A long-term solution to the proposed funding increase (over 100K) to continue with detox was not found. Our Eagle County law enforcement liaison (Commander Harvey with Vail PD) has been working with VVMC and Centura (Avon) in an attempt to find an alternative resource. Effectively, Mind Springs Detox will close in September and contractual obligations for the remainder of the year will cease. Patients with high blood alcohol content and/or impaired drug levels will have to remain at area medical centers in lieu of being released to a detox center. It is anticipated that medical centers will offer solutions for long-term care to those patients suffering from addiction.

**Department of Wildlife.** Suggested the Town of Eagle fence the dog park to provide protection to migrating wildlife in the area.

**Grants-**

**POST Training Reimbursement \$306.55.** *Training class, wages and per diem*

**DOJ Bullet Resistant Vest Reimbursement \$1930.50.** 50% reimbursement for vest purchase. Funds have been approved, waiting on receipt.

**Municipal Court Report –**

73	Cases filed in Municipal Court in August
19	Parking tickets
52	Criminal cases (includes traffic and ord. violation)
2	Juvenile cases

Note- Our Municipal Court Clerk, Rhonda Steggall, attended the CAMCA Mini-Conference where she attended courses on work & life balance, NCIC/CCI basics and conflict management.

Regards,

*Joey Staufer*

Chief of Police Joey Staufer  
Town of Eagle Police Department  
Office: 970-328-6351  
Fax: 970-328-9659

**TO JOHN SCHNEIGER, TOWN MANAGER**  
**cc Tom Boni**

**FROM CAROLINE BRADFORD**

**RE STATUS UPDATE REPORT**

**DATE SEPTEMBER 8, 2016**

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### **FUNDRAISING/CITIZEN'S COMMITTEE/OUTREACH**

An application to participate in the Citizen's Committee to be chaired by Markian Feduschak has been prepared. Applications will be due to the Town on September 28 with appointments by the Council on October 11. Outreach to stakeholder groups will continue throughout the fall. A newspaper story on was published in the Vail Daily on September 2. While the headline wasn't entirely accurate (the project is scheduled to break ground in December 2017 rather than 2018) the rest of the story was great!

### **S20 DESIGN/ENGINEERING**

Scott Shipley, principal with S20, is taking over the lead role on the Eagle River whitewater project. Dan Wooley, previous point person with Eagle is no longer with S20. Scott and his team (including Dan) met with Tom, Daron and Caroline on September 1 to go over the plans on site to ensure a smooth transition and understanding of the current design elements. Scott is an excellent communicator and we were reassured that this transition will be positive for the team.

### **PRIVATE PROPERTY**

Both private property owners have given the town permission to access their land for the purposes of performing boundary surveys and the wetland delineation. This work is under contract and is expected to be finished by end of next month.

### **MONITORING PLAN**

Kendall Bakich with CPW is continuing to work on a proposed fish monitoring plan for the Town of Eagle. She shared information this week that CPW would likely ask for 2Dimensional computer modeling of the proposed whitewater features as part of the monitoring and permit process. This was expected. Once she has submitted the proposal to the Town, we will know more about the cost implications to ensure we are protecting fish in the reach.

### **TRUCK PARKING:**

Martha Miller is continuing to work on what CDOT would like to see in the way of truck parking on the site. She is exploring the community wide need for truckers to park for sleeping vs. spots for trucks to park in emergency closures of the highway during winter. The meeting scheduled for 9/8 was moved to 9/21 to allow her more time to gather internal feedback specific to the parking lot in Eagle.

### **DETAILED PROJECT TIMELINE AND RFQ FOR DESIGN FIRMS PREPARED:**

A Request for Qualifications is expected to be released this week with qualifications due to the Town by the end of September. After a review process, we anticipate inviting five firms to submit proposals on October 17 with a selection process that should culminate in the selection of a design firm by year's end. The public will be invited to participated in the design process from January through July 2017. Please review the enclosed timeline we have developed to ensure the project stays on track.



Town of Eagle - Eagle River Corridor Plan  
Communications Strategic Plan  
DRAFT August 25, 2016

Goals

1. Keep community members informed and engaged with regard to the Eagle River Corridor Plan.
2. Keep business community informed regarding the Eagle River Corridor Plan, sales tax collections and expenditures and other funding sources.
3. Communicate with stakeholders to ensure their continued support.
4. Promote partnerships by communicating combined efforts as they relate to the Eagle River Corridor Plan.
5. Utilize media to support grant applications and fundraising efforts.

Messages and story ideas

1. Timeline and general project update
  - a. One construction season instead of 2
  - b. Construction of in-stream features: December 2017-March 2018
  - c. Construction of riverside park: Spring/Summer 2018
  - d. Fall festival or party to open the park Fall 2018
  - e. Larger spring annual runoff party or event (Eagle River Jam?) beginning Spring 2019
2. Monitoring plans (fish, water quality, macro-invertebrates)
  - a. Had we started construction this fall/winter, we would not have a realistic window to evaluate water quality, no pre-construction benchmark
  - b. Eagle River Watershed Council will be studying water quality
  - c. Colorado Parks and Wildlife will be monitoring fish passage, health, etc.
  - d. Restoring health of river following I-70 construction and rechanneling that occurred
3. Hiring of staff and/or consultants and partnerships
  - a. Caroline Bradford, Project Coordinator, grants and funding
  - b. Citizens Committee, Markian Feduschak
  - c. Gore Range Surveying has been hired to identify property boundaries
    - i. Eagle County
    - ii. CDOT
    - iii. Town
    - iv. Private
      1. Met with private property owners
  - d. Watershed Environmental Consultant

- e. Eagle County
  - i. Permitting
  - ii. Need wetlands inventory and surveying prior to applying for permit
- f. Submitted a 404 application permit with the Army Corp of Engineers
- 4. Construction or design updates
  - a. S2O design has in-stream features over 80% designed
  - b. RFQ for park design going out October 2016
  - c. Hire park design firm by December 2016
  - d. Form park steering committee and work on park design January 2017
    - i. Public input session 1<sup>st</sup> quarter 2017
    - ii. Park design elements:
      - 1. Work with existing Eagle County Fairgrounds (rodeo arena is built to be moveable)
      - 2. "Park" is considered to stretch from Chambers Park to Eagle County Fairgrounds
      - 3. Parking suitable for trailers, etc. during rodeo season
      - 4. Trail to fishing is fun bridge
      - 5. Connection with existing Chambers Park
      - 6. Historical component
      - 7. Future linkage with park to Broadway
- 5. Sales tax collections
  - a. Bond sale
  - b. Updates on collections as town hits benchmarks
- 6. Fundraising opportunities and accomplishments
  - a. Applying for GOCO and other grants to leverage tax dollars for construction costs of in-stream features
    - i. GOCO grant application is due mid-October 2016
    - ii. Awarded April 2017
  - b. Updates on grants awarded, etc. as they occur
- 7. Opportunities for community engagement and input
  - a. Steering committee formation
  - b. Public input on park features and design
  - c. Citizens committee for private fundraising and project ambassadors
- 8. Eagle River Park in context of the rest of the Vail Valley (Mayor Valley Voices?)
  - a. Eagle is first community to fully embrace our river and build a park
  - b. Not turning our back on the river

#### Audiences

- 1. Town of Eagle residents
- 2. Eagle County residents
- 3. Town of Eagle business community
- 4. Town Board of Trustees
- 5. Stakeholders and Partners

- a. Eagle County
  - i. (see contact list)
- b. Colorado Parks & Wildlife
  - i. (see contact list)
- c. US Army Corp of Engineers
  - i. (see contact list)
- d. CDOT
  - i. (see contact list)
- e. Eagle River Watershed Council
  - i. (see contact list)
- f. GOCO
- g. Consultants
- h. Citizens Committee
  - i. Markian Feduschak
- 6. Private Property Owners
  - a. (see contact list)
- 7. Media
  - a. Pam Boyd and Ed Stoner / Vail Daily
  - b. Nathan Fey / American Whitewater
  - c. Other
- 8. River enthusiasts
  - a. Ken Hoeve
  - b. Fly fishing shops
  - c. Commercial rafting companies
    - i. Timberline Tours
    - ii. Lakota Guides
  - d. Others

#### Communication Vehicles

##### Print

Vail Daily

American Whitewater

Newsletters

##### Digital

[www.townofeaglerivercorridorplan.org](http://www.townofeaglerivercorridorplan.org)

www.eagleoutside.com

www.townofeagle.org

##### Social Media

Facebook

Instagram

Twitter

Blog posts

Email

##### Broadcast

- Local radio
- Local TV

Email

- Town of Eagle database
- Eagle County PIOs

Presentations to Groups

- Rotary
- Chambers of Commerce
- Vail Valley Partnership
- Others

Timeline and Budget

- 1<sup>st</sup> articles in print early September
- Mayor Valley Voices in September

Means for receiving feedback

- Community input sessions
- Citizens committee
- Steering committee
- Social Media
- [www.townofeaglerivercorridorplan.org](http://www.townofeaglerivercorridorplan.org)
- Other

Implementation

- Write and distribute press releases, follow up with media
- Write and / or edit Valley Voices columns with Mayor
- Write copy for newsletter and other forms of messaging
- Manage social media
  - Should this have its own Facebook page and Twitter feed?
- Schedule and publicize community input sessions
- Update website with assistance from administrative assistant

Connecting the Heart of Eagle to the Soul of the River: This tag line from the Town of Eagle's Eagle River Corridor Plan represents a lofty and aspirational vision for our community's relationship with the river that shares our name. The Eagle River is our signature natural resource. This planning effort provides a well-thought-out blueprint for what the community would like to see along our river corridor; it was the product of several years of public process. Some of this vision is in hand now, with preservation of sections of the river and its banks in what is essentially its natural condition. Ultimately, the plan envisions development between the river and the railroad, from about Brooks Lane east to the point where the railroad crosses the river at the north end of Broadway. The cornerstone of the plan involves a significant public amenity consisting of a white water park, an adjacent upland park tentatively called Eagle River Park, and recreational path connections with the county fairgrounds and the existing Chambers Park. Work on these public spaces is underway now.

The community provided a clear message last April in approving a half cent sales tax increase to help fund the white water park and Eagle River Park. The sales tax revenues secure payments on bonds issued in early September. The money from the bonds will be used by the Town to leverage other financial resources, including grant funding and private monies, to help with the project. While work gets underway, the Town isn't neglecting other parts of its recreation infrastructure. The ballot language for the sales tax increase provides that some portion of the revenues will be used to improve or develop other park and recreational facilities around town. So while work along the river proceeds, there will be other projects in town that get underway using this funding source.

Developing the Eagle River Park and the adjacent white water park provides an opportunity to make some significant improvements to a river channel created by CDOT when the interstate was built. The reach of the river where the in-stream features will go is entirely man-made; it cuts off a significant meander to the north, which used to reach to the base of Eby Creek Mesa. The white water park work gives the Town the opportunity to improve the channel from a number of environmental perspectives, including improving streamside riparian vegetation, macro invertebrate habitat, fish habitat, and water quality. Baseline studies on these values will get underway this fall, and will serve to help monitor improvements to this reach of the river as the park work gets underway. Monitoring will continue as the park becomes a popular place for visitors, residents, and river recreationists.

The success of this project is built on a foundation of partnerships with a number of agencies and organizations, without which it would simply not be possible. The Town is working closely with the County which is the property owner of the great majority of the north bank of the river in this area. The US Army Corps of Engineers, Colorado Parks and Wildlife, Eagle River Watershed Council, and the County's Environmental Health Department, are all part of the effort of creating an environmentally friendly project. The Town is working with adjacent landowners to help insure that their concerns are recognized and addressed, and that this does not put an undue burden on their enjoyment of their property. There is a team effort among the Town, the County, the County Fairgrounds Board, and CDOT to make sure that each entity's use of what is now just a dirt parking lot, can continue at some level as the Eagle River Park is developed. The provision of some amount of truck parking for emergency closures of I-70, and for parking for fairgrounds activities, is part of the design process.

We are just at the start of a project that will take many years to reach its full fruition. It will be a success we can all be proud to have been a part of. It expands the park and recreational amenities available to our community. And a beautiful park and riverfront along the I-70 corridor will bring attention and visitors to our shops and restaurants. It will become a new calling card for the Town of Eagle.

**Pam Boyd**  
pboyd@eaglevalleyenterprise.com

September 2, 2016

## Construction on Eagle's new river park won't start until 2018



This concept plan shows the various uses eyed for Eagle's new riverfront park planned between Chambers Park and the Eagle County Fairgrounds.

**EAGLE** — Eagle officials are urging patience for residents who enthusiastically supported the riverfront park proposal during April's municipal election.

"A lot of people thought we would start the in-stream features this winter. We are not. We are starting next winter," said Amy Cassidy, Eagle marketing consultant.

Cassidy noted in addition to providing a new recreation facility for the town, the Eagle Riverfront Park plan also aims to improve water quality, and the project's sustainability goals require the delay.

"If we start this work now, we wouldn't have a realistic window to evaluate water quality with pre-construction benchmarks," said Cassidy.

Those benchmarks present a significant concern, she noted, because that stretch of the Eagle River has already been subjected to a significant alterations. The river was diverted from its original path during the construction of Interstate 70.

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This winter, the Eagle River Watershed Council will launch a water quality study of the riverfront park areas and Colorado Parks and Wildlife will monitor fish passage and health issues along the stretch. Directing these efforts on the town's behalf will be recently hired consultant Caroline Bradford. Bradford will act as the project coordinator for the town.

### Laying groundwork

Cassidy noted a lot of work has been completed for the riverfront park, but it's work of the pen and paper variety.

Eagle hired consulting firm S20 to design the in-stream features of the park and Cassidy noted the company is about 80 percent done with its design. In October, Eagle will release a request for qualifications for firms to design the riverside park. The town hopes to hire the design firm by December and host public input sessions in early 2017.

Cassidy noted the new amenity will stretch from the existing Chambers Park area to the Eagle County Fairgrounds. In addition to the riverbank amenities, the design will include a large parking area that can accommodate trailers during the county fair and paths that will connect Chambers Park — and ultimately the Broadway business district — to the new park.

Cassidy said there are a number of existing features that will be incorporated into the park plan. For instance, planners want to address the Eagle County Historical Museum complex at Chambers Park and the Eagle Regional Visitor Information Center building as part of the overall design.

As it launches the design aspect of the project, Cassidy said Eagle is working on a wetlands survey and will submit a permit to the U.S. Army Corps of Engineers. The town is also working with Eagle County and adjacent landowners on a detailed survey of the park property.

#### Funding Search

The 0.5 percent sales tax approved by the voters last April to fund the riverfront park will raise a considerable amount of money — an estimated \$5.9 million from a bond issue released last week. But the scope of the project is bigger than those dollars, which is why Bradford will be looking for grant funding. Cassidy noted Bradford is currently working in a Great Outdoors Colorado grant due in October that will be announced this spring.

“The sales tax is seed money. When you apply for some of these grants, you need matching funds,” she said.

There will also be a private financing push for the project and Eagle resident Markian Feduschak has volunteered to head up that effort.

“I feel, overall, that the park is very exciting and the town has done a good job of shepherding it through. Now, what’s next?” asked Feduschak during a recent Eagle Town Board meeting.

Feduschak said a citizen’s committee could provide input on the ultimate park design, communicate project developments and assist with private fund-raising. Town officials agreed and said formation of a citizen’s steering committee is a project priority.

“This park is something that can be a game-changer for Eagle and the town really wants to get it right,” said Cassidy.



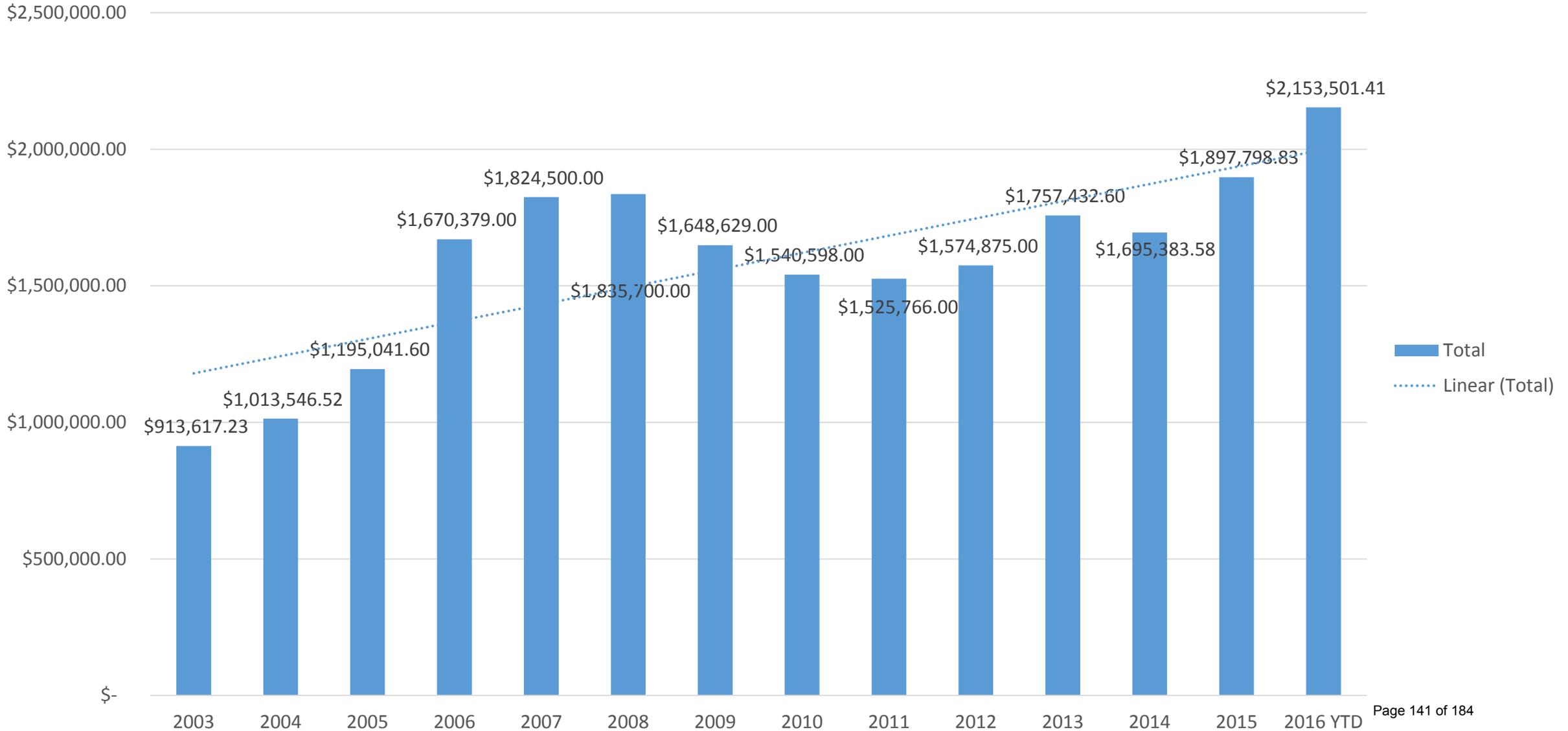
As of September 8, 2016

**Eagle River Park  
Schedule for Selection of Design Firm(s) and Public Input Process**

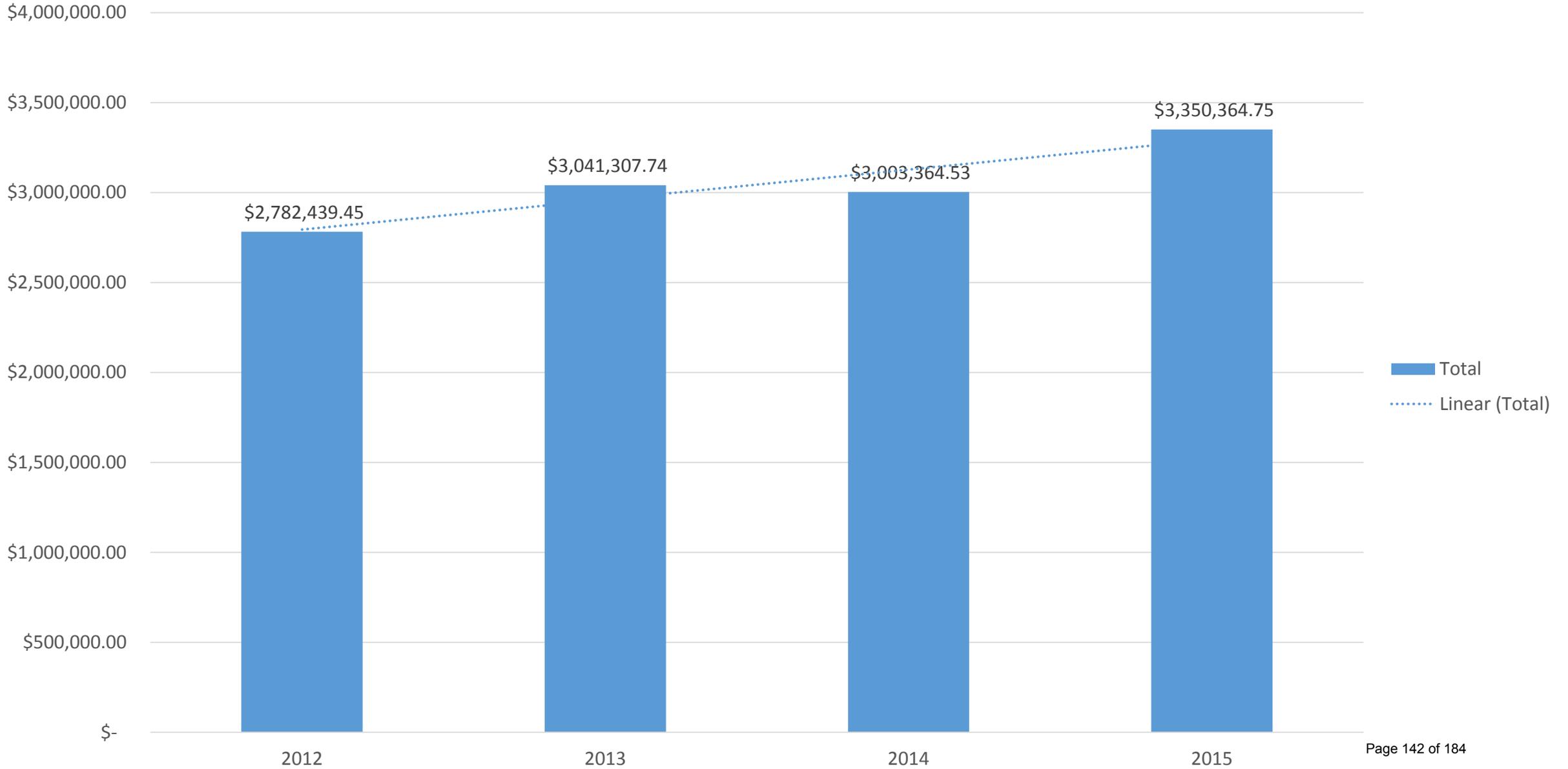
September 9	Release RFQ and Citizen's Committee application
September 28	Qualifications due to Town of Eagle/applications due
October 3-14	2-week review period (set 2 team meetings)
October 11	Appoint members to River Park Citizen's Committee
October 17	Issue invitation to 5 firms to submit Proposals
November 14	Proposals due to Town of Eagle
November 17	Team meeting to review Proposals
November 29-30	Interview firms/Presentations
December 2	Team meeting
December 6	Decision date
December 7	Board packet
December 13	Intent to Award present to Trustees
December 14-21	Negotiate Scope of Work & Contract
January 4, 2017	Board packet – Resolution to Hire
January 10	Trustees approve
January 23	Kick Off meeting (Design firm/Steering Committee)
<b>February 23</b>	<b>Public Input Meeting #1</b>
March 16	Design firm/Steering Committee
<b>March 23</b>	<b>Public Input Meeting #2 (30% Design)</b>
April 27	Design firm/Steering Committee on site
<b>May 5</b>	<b>Public Review Meeting #3 (60% Design)</b>
May 25	Design firm/Steering Committee (80% Design)
June 29	Costs (90% Design)
<b>July 11</b>	<b>Final Design Presentation to Board/Public</b>
August	Bid packet prepared

TOTAL SALES TAX  
2010-2016  
Collection through July

Increase of 13% over 2015

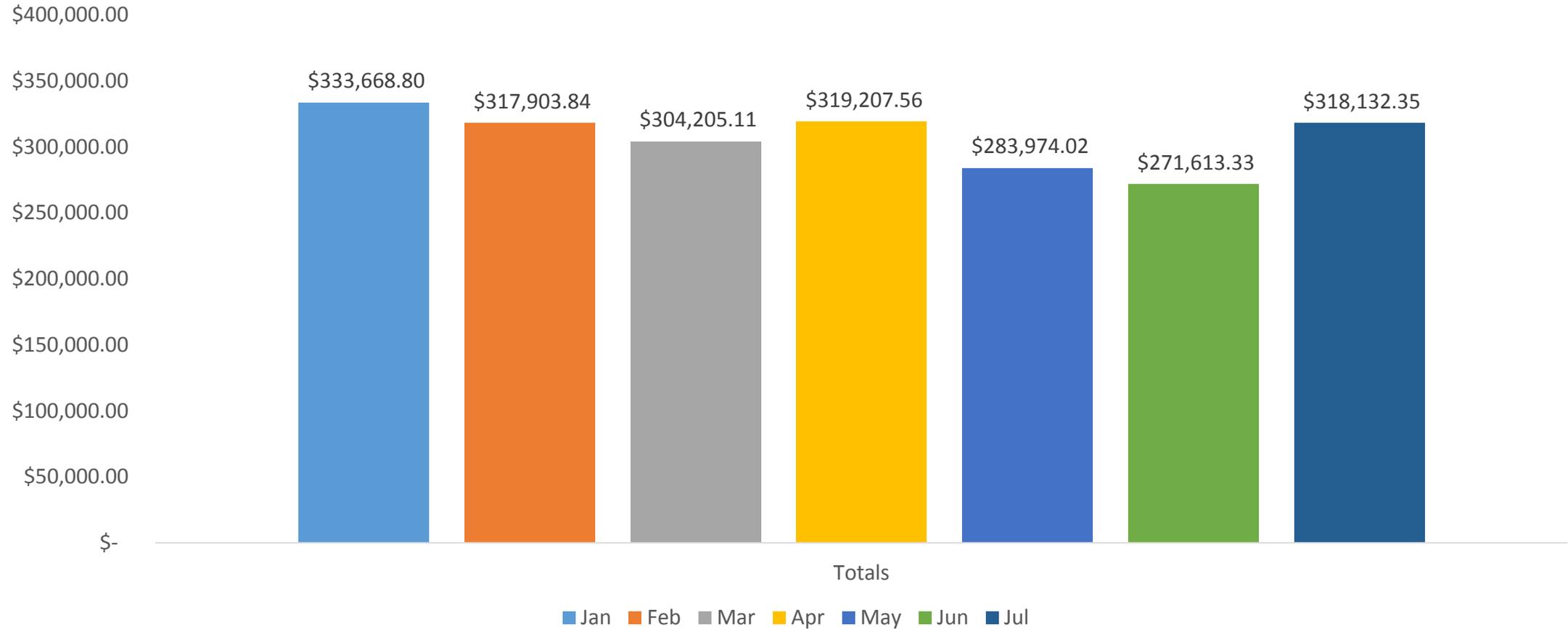


# TOTAL SALES TAX 2012-2015

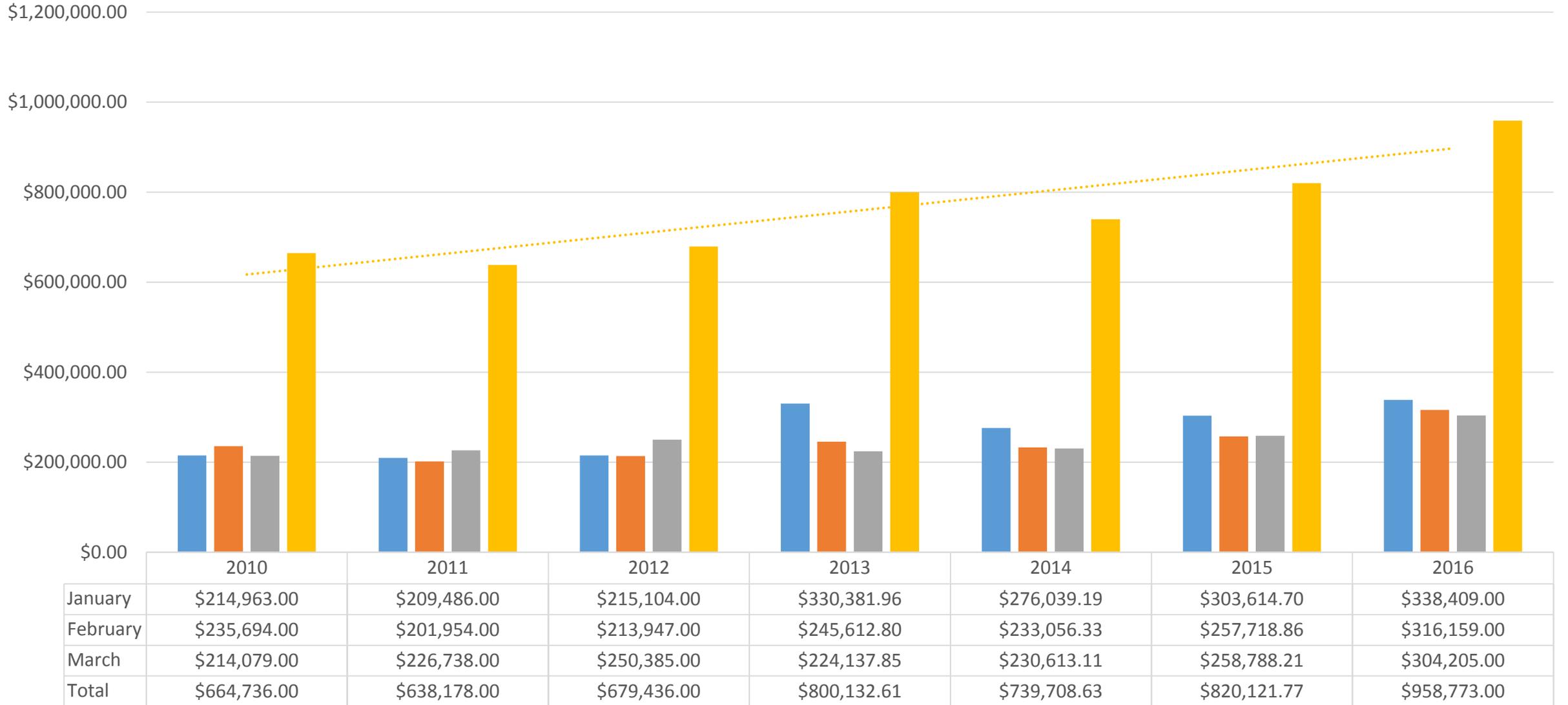


# MONTHLY COLLECTIONS 2016

July returns are 17% increase over June



## TOTAL SALES TAX FIRST QUARTER 2010-2016

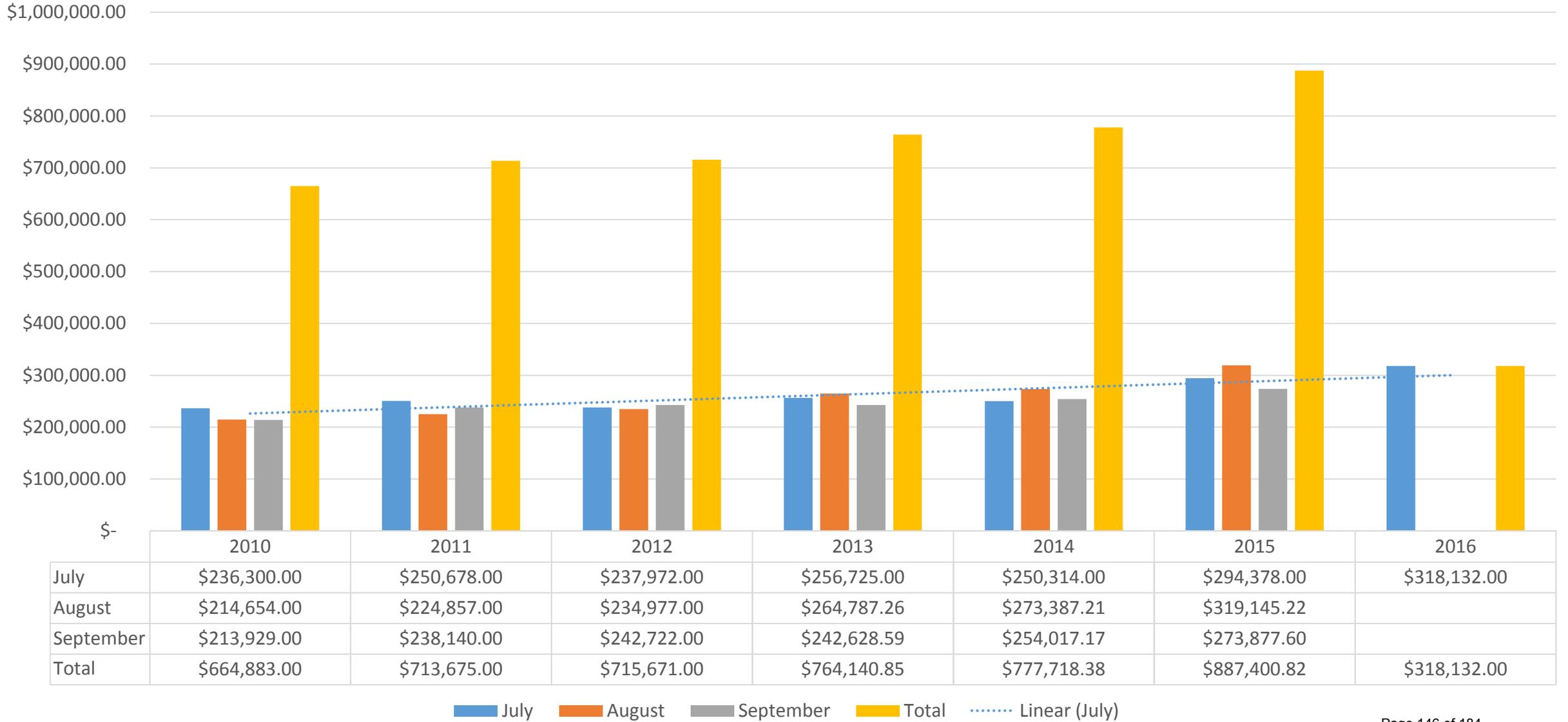


■ January   
 ■ February   
 ■ March   
 ■ Total   
 ⋯ Linear (Total)

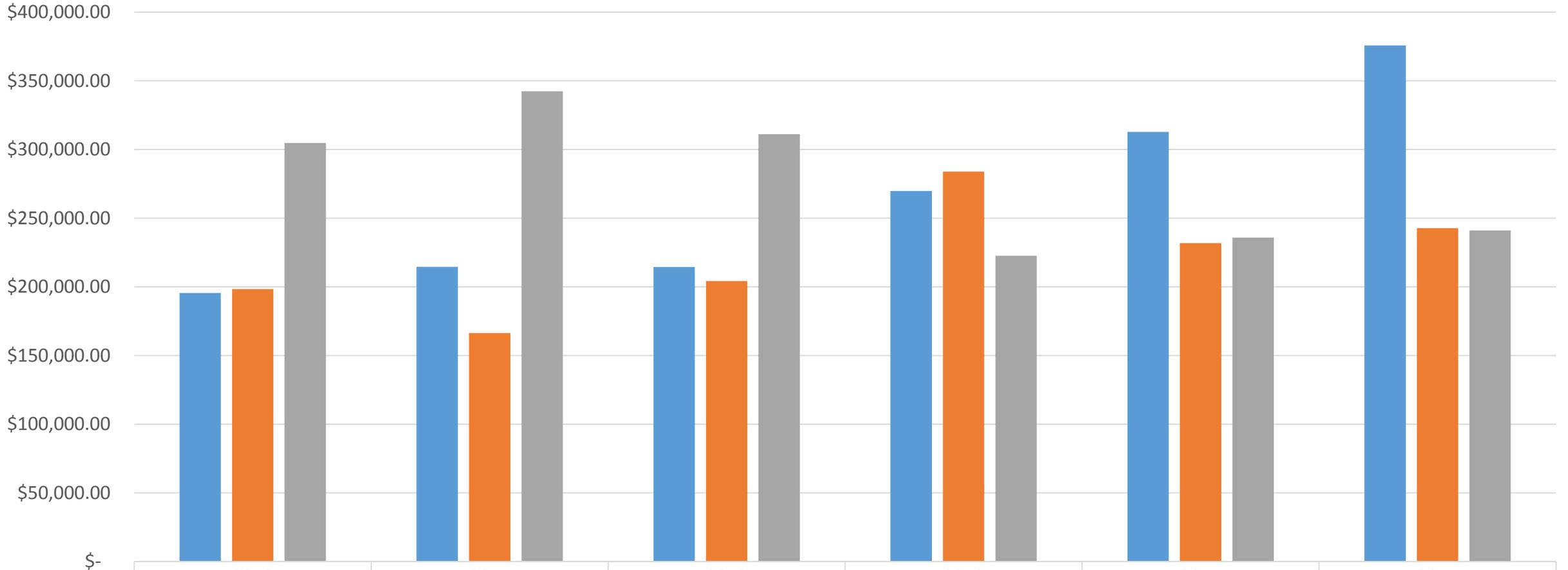
## TOTAL SALES TAX SECOND QUARTER 2010-2016



## TOTAL SALES TAX THIRD QUARTER 2010-2016



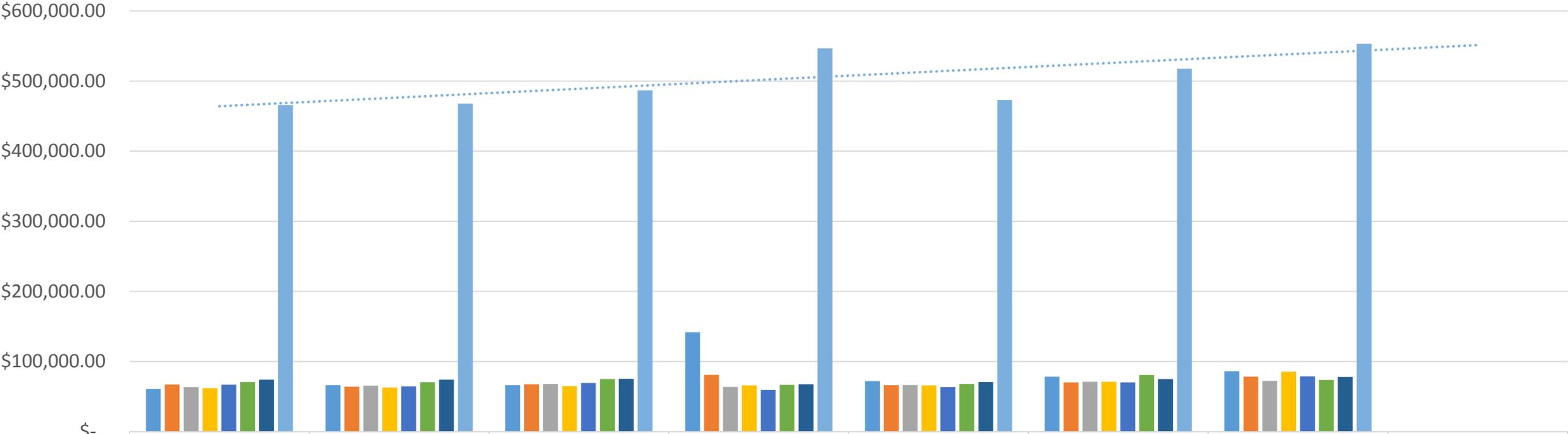
## TOTAL SALES TAX FOURTH QUARTER 2010-2015



	2010	2011	2012	2013	2014	2015
October	\$195,480.05	\$214,590.69	\$214,456.06	\$269,832.44	\$312,861.40	\$375,766.51
November	\$198,393.49	\$166,431.44	\$204,145.99	\$284,009.21	\$231,886.76	\$242,705.03
December	\$304,791.25	\$342,428.26	\$311,262.85	\$222,617.64	\$235,828.41	\$241,071.56

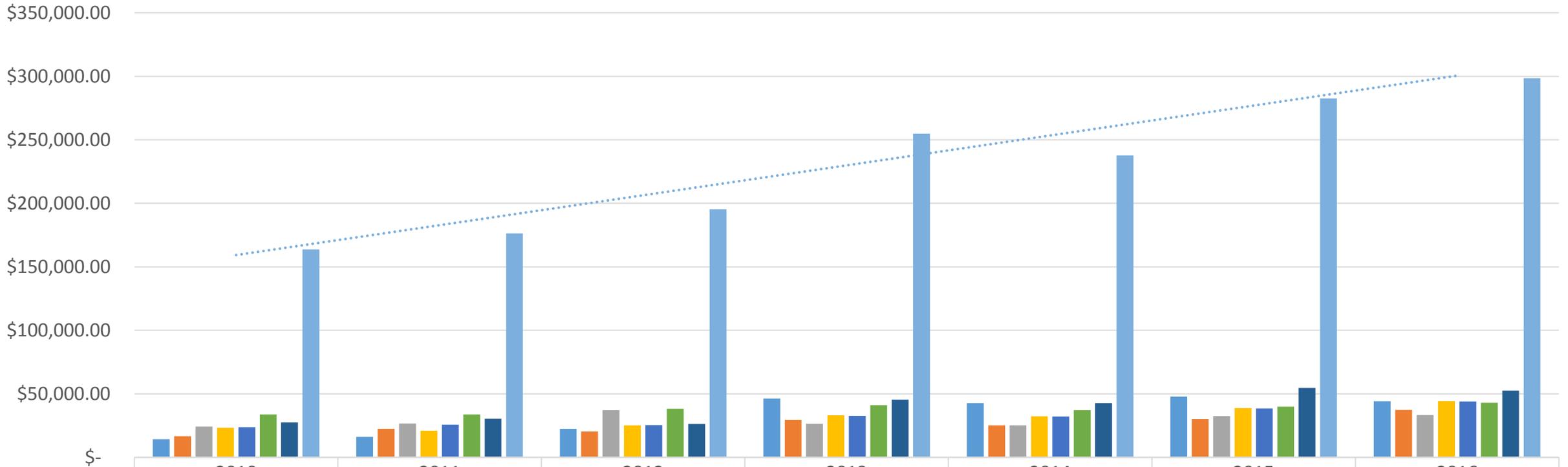
■ October   
 ■ November   
 ■ December

# FOOD MONTHLY COLLECTIONS 2010-2016



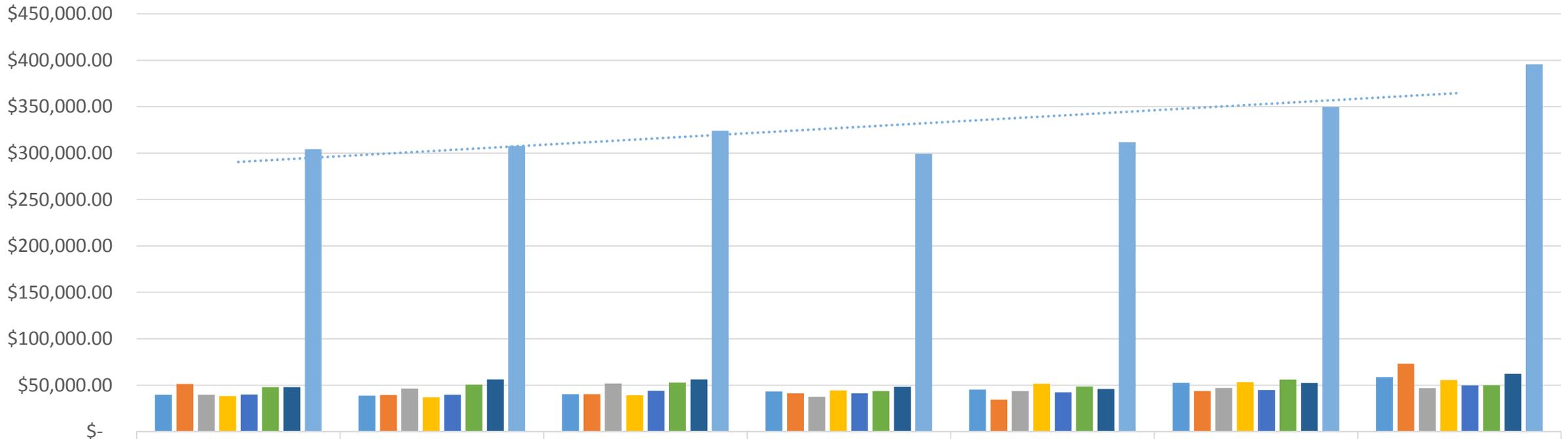
	2010	2011	2012	2013	2014	2015	2016	
JANUARY	\$60,730.00	\$66,155.00	\$66,194.00	\$141,952.37	\$71,959.27	\$78,554.69	\$86,145.62	
FEBRUARY	\$67,476.00	\$64,082.00	\$67,585.00	\$81,106.01	\$66,173.47	\$70,264.15	\$78,399.58	
MARCH	\$63,641.00	\$65,456.00	\$68,014.00	\$63,942.23	\$66,542.50	\$71,312.34	\$72,233.11	
APRIL	\$62,031.00	\$62,782.00	\$65,036.00	\$65,779.44	\$65,735.26	\$71,179.79	\$85,676.83	
MAY	\$67,022.00	\$64,549.00	\$69,544.00	\$59,562.84	\$63,603.54	\$70,402.73	\$78,933.25	
JUNE	\$70,776.00	\$70,673.00	\$74,975.00	\$66,704.93	\$67,936.60	\$80,904.93	\$73,715.09	
JULY	\$73,987.00	\$74,021.00	\$75,375.00	\$67,688.52	\$71,002.78	\$74,990.68	\$78,226.46	
TOTAL	\$465,663.00	\$467,718.00	\$486,723.00	\$546,736.34	\$472,953.42	\$517,609.31	\$553,329.94	

# RETAIL MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$14,236.00	\$16,272.00	\$22,462.00	\$46,318.31	\$42,665.49	\$47,887.75	\$44,071.04
FEBRUARY	\$16,642.00	\$22,507.00	\$20,377.00	\$29,689.06	\$25,206.71	\$30,155.29	\$37,302.89
MARCH	\$24,216.00	\$26,723.00	\$37,149.00	\$26,544.83	\$25,274.31	\$32,578.98	\$33,264.60
APRIL	\$23,276.00	\$20,996.00	\$25,182.00	\$33,228.69	\$32,322.93	\$38,880.25	\$44,275.17
MAY	\$23,858.00	\$25,723.00	\$25,480.00	\$32,691.30	\$32,235.78	\$38,441.52	\$43,964.75
JUNE	\$33,866.00	\$33,743.00	\$38,396.00	\$41,007.68	\$37,235.47	\$40,010.56	\$43,066.02
JULY	\$27,575.00	\$30,408.00	\$26,337.00	\$45,382.41	\$42,727.92	\$54,588.57	\$52,548.89
TOTAL	\$163,669.00	\$176,372.00	\$195,383.00	\$254,862.28	\$237,668.61	\$282,542.92	\$298,493.36

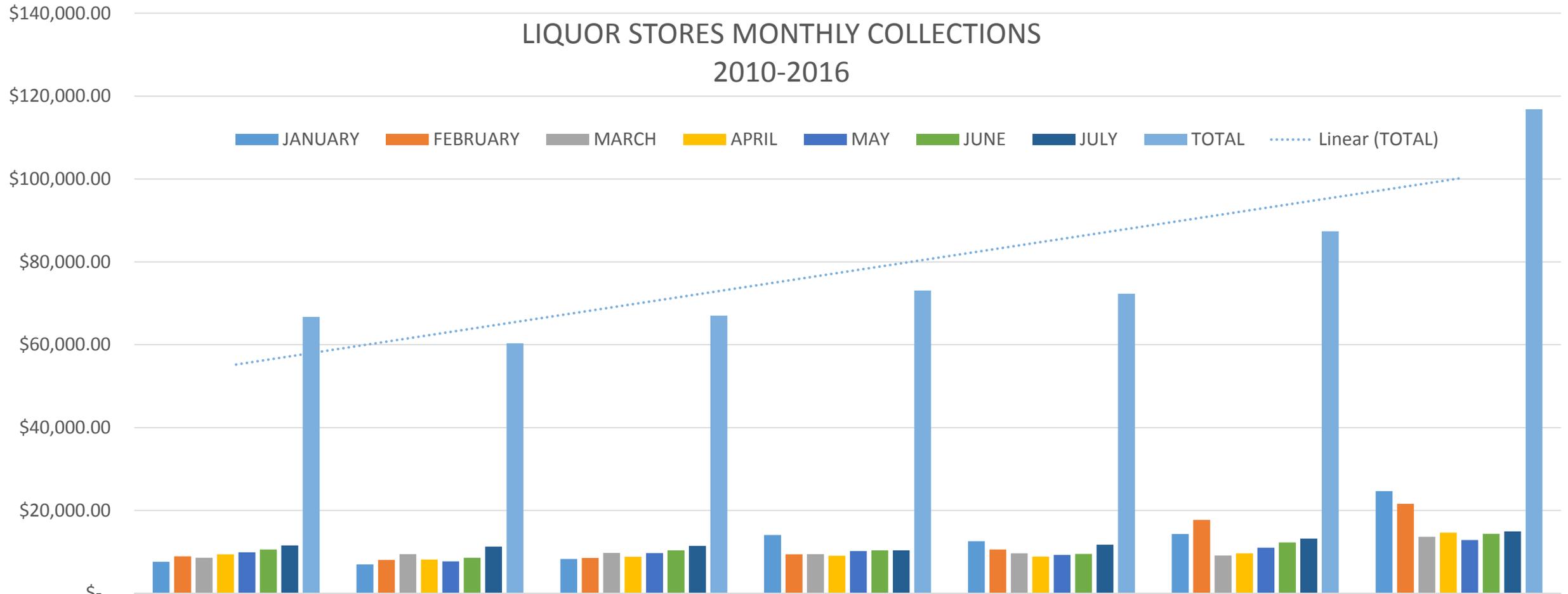
## RESTAURANTS & BARS MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$39,545.00	\$38,666.00	\$40,261.00	\$43,265.33	\$45,215.36	\$52,665.00	\$58,541.55
FEBRUARY	\$51,320.00	\$39,355.00	\$40,245.00	\$41,147.62	\$34,479.13	\$43,721.00	\$73,101.75
MARCH	\$39,527.00	\$46,371.00	\$51,693.00	\$37,431.99	\$43,740.01	\$47,095.00	\$46,810.54
APRIL	\$38,235.00	\$36,956.00	\$39,201.00	\$44,369.10	\$51,487.87	\$53,291.00	\$55,522.85
MAY	\$39,836.00	\$39,709.00	\$43,858.00	\$41,074.99	\$42,351.60	\$44,855.00	\$49,713.58
JUNE	\$47,867.00	\$50,575.00	\$52,868.00	\$43,743.33	\$48,603.59	\$56,035.00	\$49,851.92
JULY	\$47,999.00	\$56,107.00	\$56,069.00	\$48,235.99	\$45,906.51	\$52,263.98	\$62,188.00
TOTAL	\$304,329.00	\$307,739.00	\$324,195.00	\$299,268.35	\$311,784.07	\$349,925.98	\$395,730.19

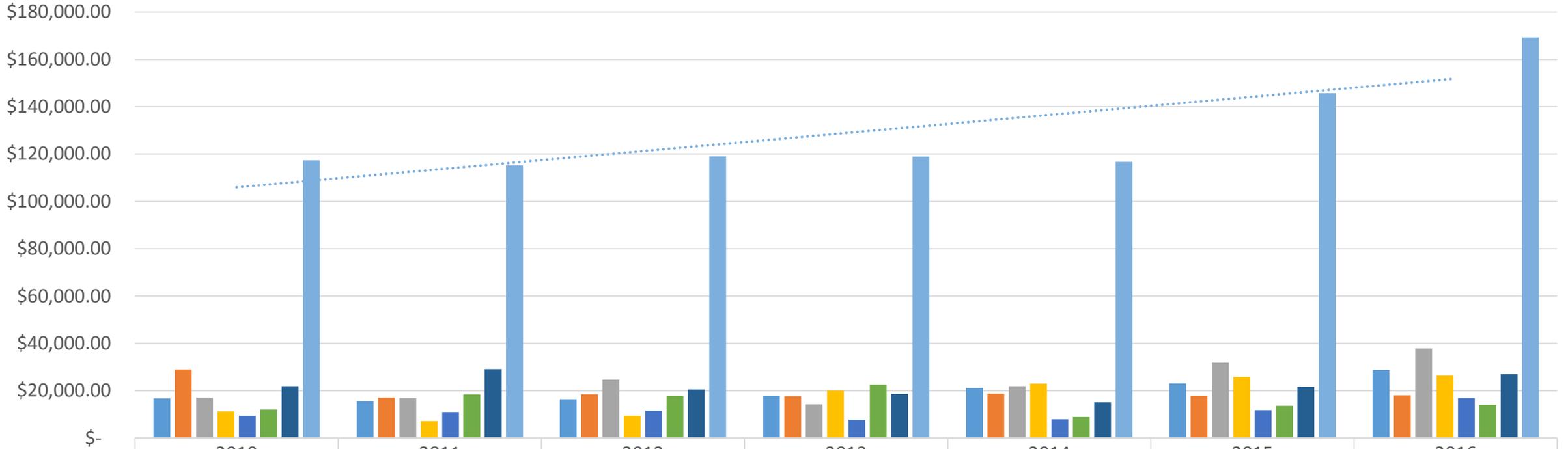
■ JANUARY  
 ■ FEBRUARY  
 ■ MARCH  
 ■ APRIL  
 ■ MAY  
 ■ JUNE  
 ■ JULY  
 ■ TOTAL  
 ⋯ Linear (TOTAL)

# LIQUOR STORES MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$7,635.00	\$7,000.00	\$8,306.00	\$14,110.28	\$12,595.00	\$14,340.00	\$24,694.02
FEBRUARY	\$8,947.00	\$8,090.00	\$8,537.00	\$9,423.00	\$10,585.00	\$17,734.00	\$21,628.20
MARCH	\$8,614.00	\$9,493.00	\$9,767.00	\$9,477.29	\$9,652.00	\$9,129.00	\$13,654.00
APRIL	\$9,421.00	\$8,145.00	\$8,829.00	\$9,066.00	\$8,900.52	\$9,656.00	\$14,662.00
MAY	\$9,932.00	\$7,733.00	\$9,727.00	\$10,182.00	\$9,268.00	\$11,022.00	\$12,881.00
JUNE	\$10,597.00	\$8,599.00	\$10,390.00	\$10,415.92	\$9,518.00	\$12,272.00	\$14,366.00
JULY	\$11,582.00	\$11,298.00	\$11,479.00	\$10,422.00	\$11,784.22	\$13,209.00	\$14,956.00
TOTAL	\$66,728.00	\$60,358.00	\$67,035.00	\$73,096.49	\$72,302.74	\$87,362.00	\$116,841.22

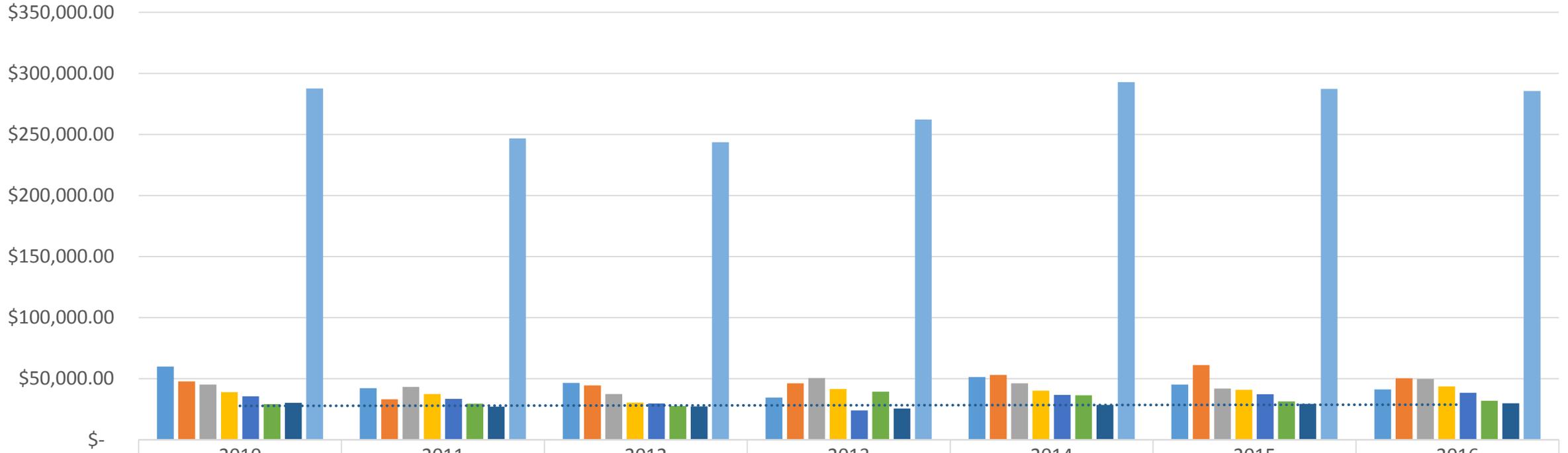
# LODGING MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$16,734.00	\$15,638.00	\$16,409.00	\$17,923.00	\$21,175.57	\$23,076.00	\$28,827.69
FEBRUARY	\$28,941.00	\$17,084.00	\$18,454.00	\$17,746.80	\$18,711.12	\$17,905.00	\$18,085.00
MARCH	\$17,083.00	\$16,898.00	\$24,722.00	\$14,237.05	\$21,907.00	\$31,804.00	\$37,848.94
APRIL	\$11,220.00	\$7,183.00	\$9,461.00	\$20,078.52	\$22,993.00	\$25,827.00	\$26,460.00
MAY	\$9,424.00	\$10,963.00	\$11,567.00	\$7,729.00	\$7,944.51	\$11,778.00	\$16,908.00
JUNE	\$12,068.00	\$18,385.00	\$17,859.00	\$22,554.40	\$8,897.41	\$13,644.00	\$14,060.52
JULY	\$21,868.00	\$29,097.00	\$20,481.00	\$18,673.00	\$15,089.02	\$21,628.00	\$27,019.00
TOTAL	\$117,338.00	\$115,248.00	\$118,953.00	\$118,941.77	\$116,717.63	\$145,662.00	\$169,209.15

■ JANUARY  
 ■ FEBRUARY  
 ■ MARCH  
 ■ APRIL  
 ■ MAY  
 ■ JUNE  
 ■ JULY  
 ■ TOTAL  
 ⋯ Linear (TOTAL)

## UTILITIES MONTHLY COLLECTIONS 2010-2016

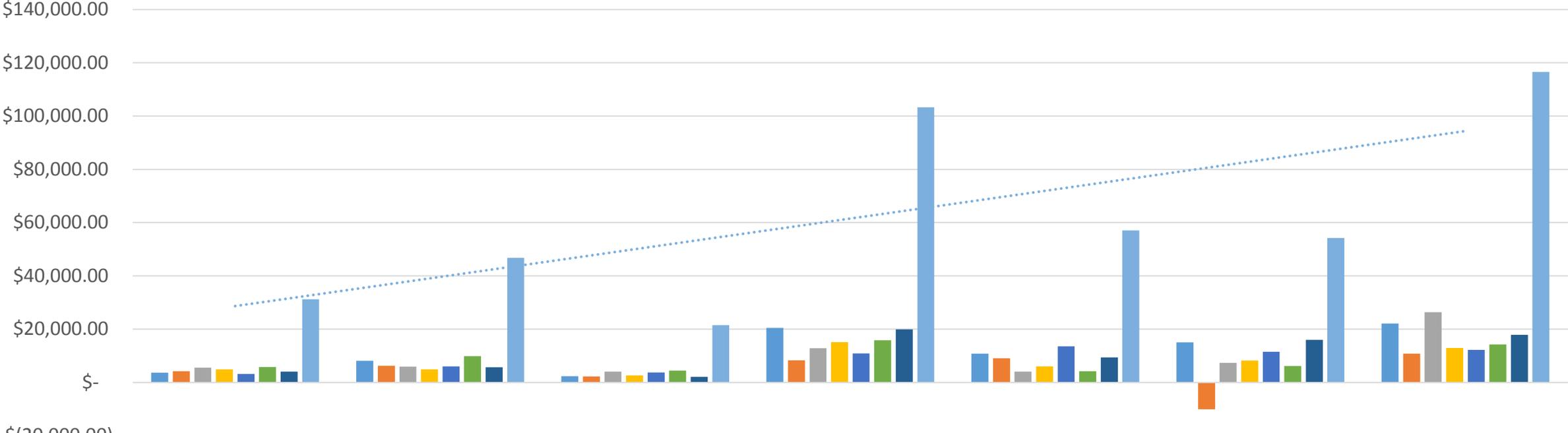


	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$60,063.00	\$42,338.00	\$46,572.00	\$34,613.20	\$51,376.75	\$45,138.62	\$41,287.19
FEBRUARY	\$47,876.00	\$33,217.00	\$44,489.00	\$46,213.57	\$53,154.11	\$61,168.69	\$50,409.27
MARCH	\$45,241.00	\$43,295.00	\$37,467.00	\$50,576.01	\$46,224.24	\$41,921.11	\$49,844.23
APRIL	\$39,090.00	\$37,506.00	\$30,402.00	\$41,616.13	\$40,157.39	\$40,897.06	\$43,599.62
MAY	\$35,622.00	\$33,564.00	\$29,757.00	\$24,060.91	\$36,838.18	\$37,278.61	\$38,601.01
JUNE	\$29,330.00	\$29,540.00	\$27,639.00	\$39,448.81	\$36,405.96	\$31,447.88	\$31,914.36
JULY	\$30,282.00	\$27,243.00	\$27,367.00	\$25,645.19	\$28,508.44	\$29,463.74	\$29,951.00
TOTAL	\$287,504.00	\$246,703.00	\$243,693.00	\$262,173.82	\$292,665.07	\$287,315.71	\$285,606.68

# AUTOMOTIVE MONTHLY COLLECTIONS 2010-2016



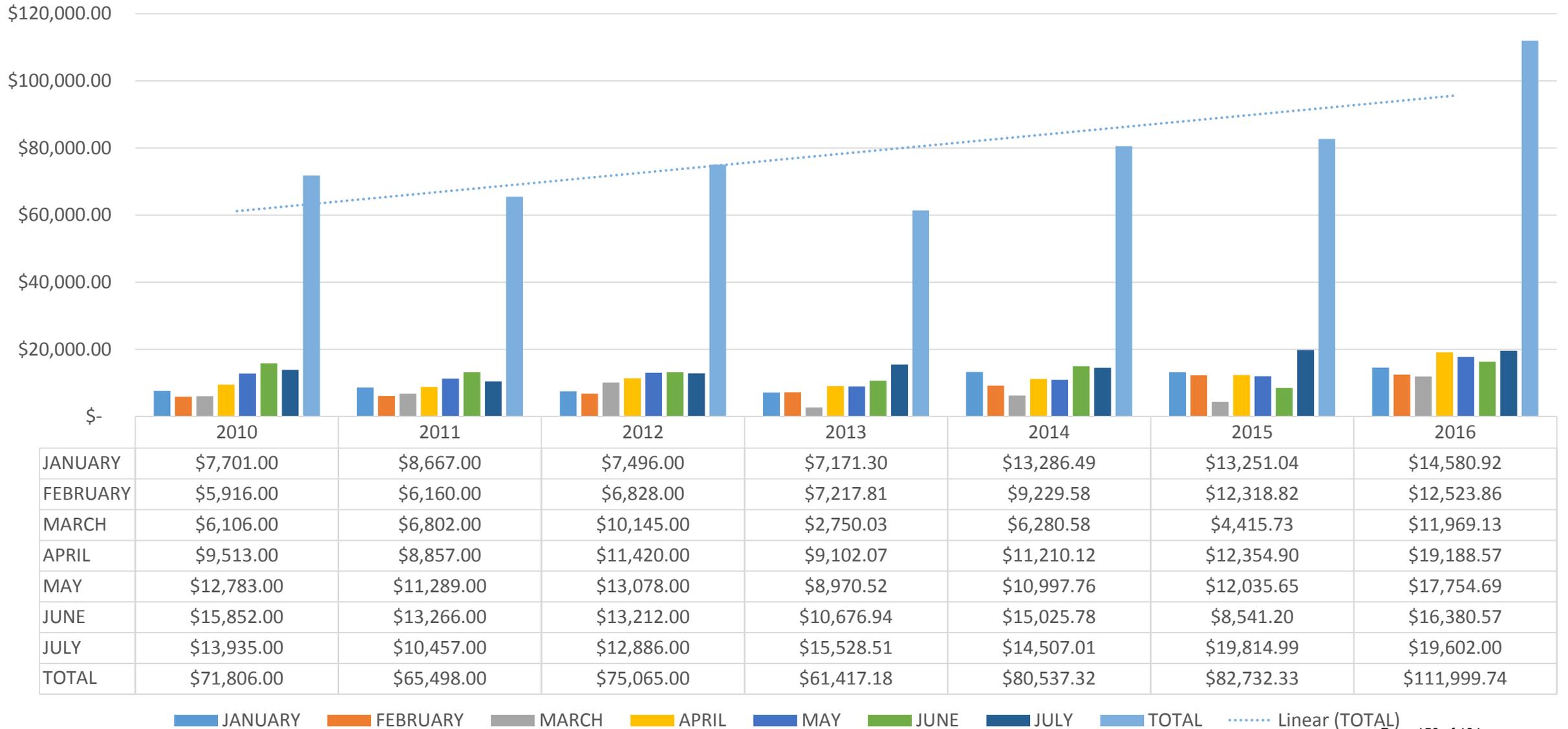
# MISCELLANEOUS MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$3,640.00	\$8,131.00	\$2,298.00	\$20,450.95	\$10,801.97	\$15,040.87	\$22,075.17
FEBRUARY	\$4,176.00	\$6,266.00	\$2,268.00	\$8,297.76	\$9,095.76	\$(10,064.41)	\$10,809.81
MARCH	\$5,510.00	\$5,958.00	\$4,021.00	\$12,838.48	\$4,024.51	\$7,378.78	\$26,310.59
APRIL	\$4,887.00	\$4,880.00	\$2,642.00	\$15,118.59	\$5,997.91	\$8,213.51	\$12,927.29
MAY	\$3,218.00	\$6,022.00	\$3,716.00	\$10,863.40	\$13,532.52	\$11,473.88	\$12,253.70
JUNE	\$5,754.00	\$9,836.00	\$4,445.00	\$15,839.67	\$4,229.46	\$6,184.57	\$14,295.77
JULY	\$4,054.00	\$5,693.00	\$2,058.00	\$19,881.86	\$9,362.43	\$16,009.32	\$17,901.00
TOTAL	\$31,239.00	\$46,786.00	\$21,448.00	\$103,290.71	\$57,044.56	\$54,236.52	\$116,573.33

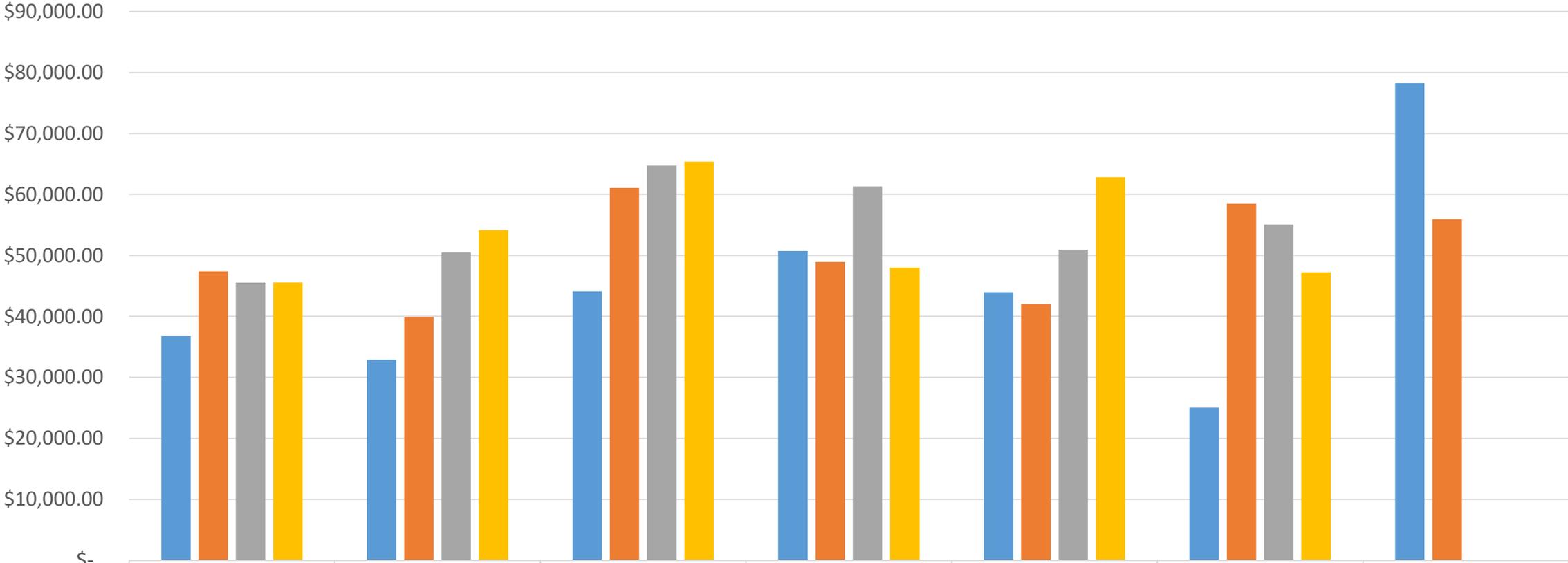
■ JANUARY   
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 ■ MARCH   
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 ■ MAY   
 ■ JUNE   
 ■ JULY   
 ■ TOTAL   
 ⋯ Linear (TOTAL)

## BUILDING/CONSTRUCTION MONTHLY COLLECTIONS 2010-2016



■ JANUARY   
 ■ FEBRUARY   
 ■ MARCH   
 ■ APRIL   
 ■ MAY   
 ■ JUNE   
 ■ JULY   
 ■ TOTAL   
 ⋯ Linear (TOTAL)

# DOWN TOWN DISTRICT QUARTERLY 2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	\$36,785.00	\$32,878.00	\$44,121.00	\$50,728.90	\$43,962.97	\$25,055.03	\$78,254.29
SECOND QUARTER	\$47,389.00	\$39,912.00	\$61,063.00	\$48,931.16	\$42,016.92	\$58,470.57	\$55,960.22
THIRD QUARTER	\$45,543.00	\$50,466.00	\$64,744.00	\$61,315.88	\$50,935.42	\$55,068.05	
FOURTH QUARTER	\$45,572.00	\$54,139.00	\$65,374.00	\$47,987.66	\$62,820.04	\$47,232.45	

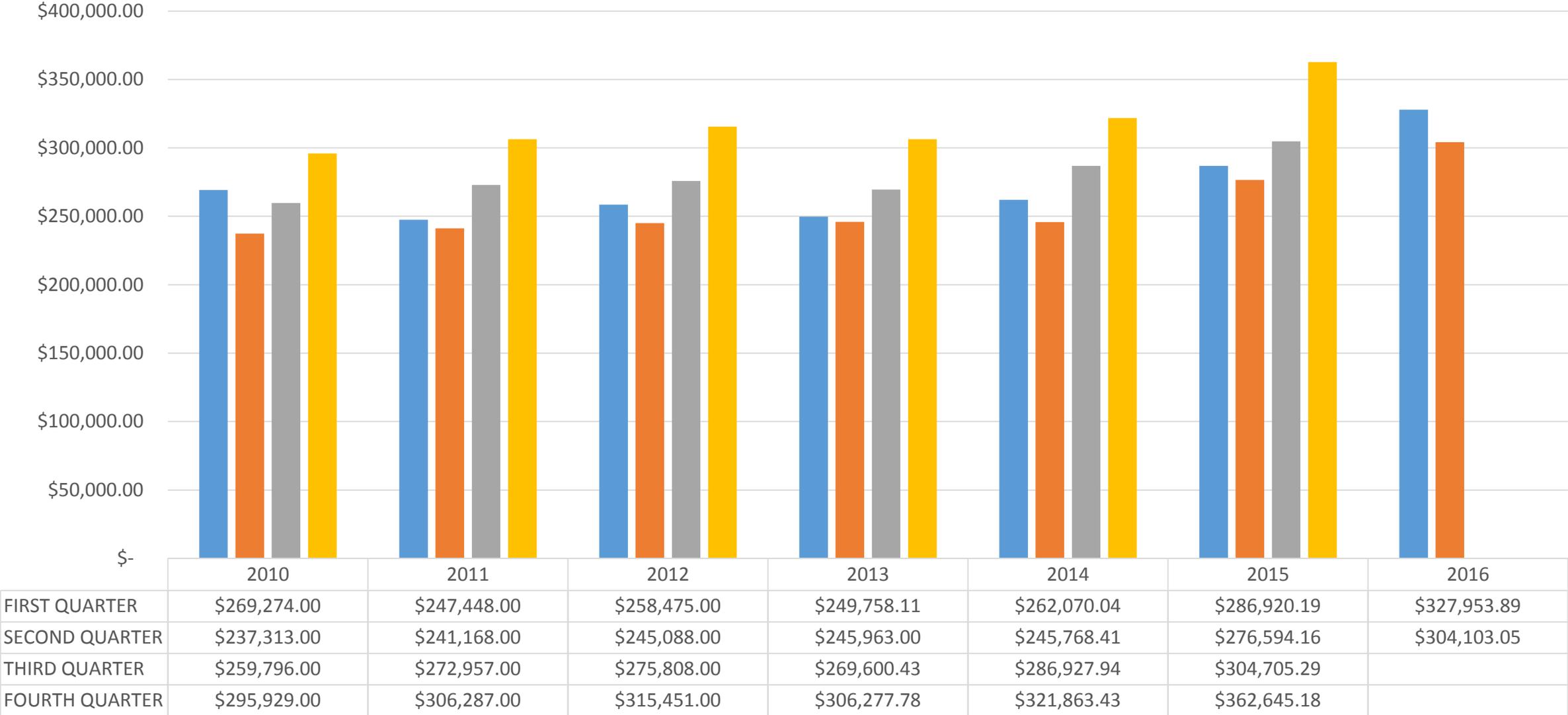
■ FIRST QUARTER   
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 ■ FOURTH QUARTER

## CHAMBERS AVENUE QUARTERLY 2010-2016



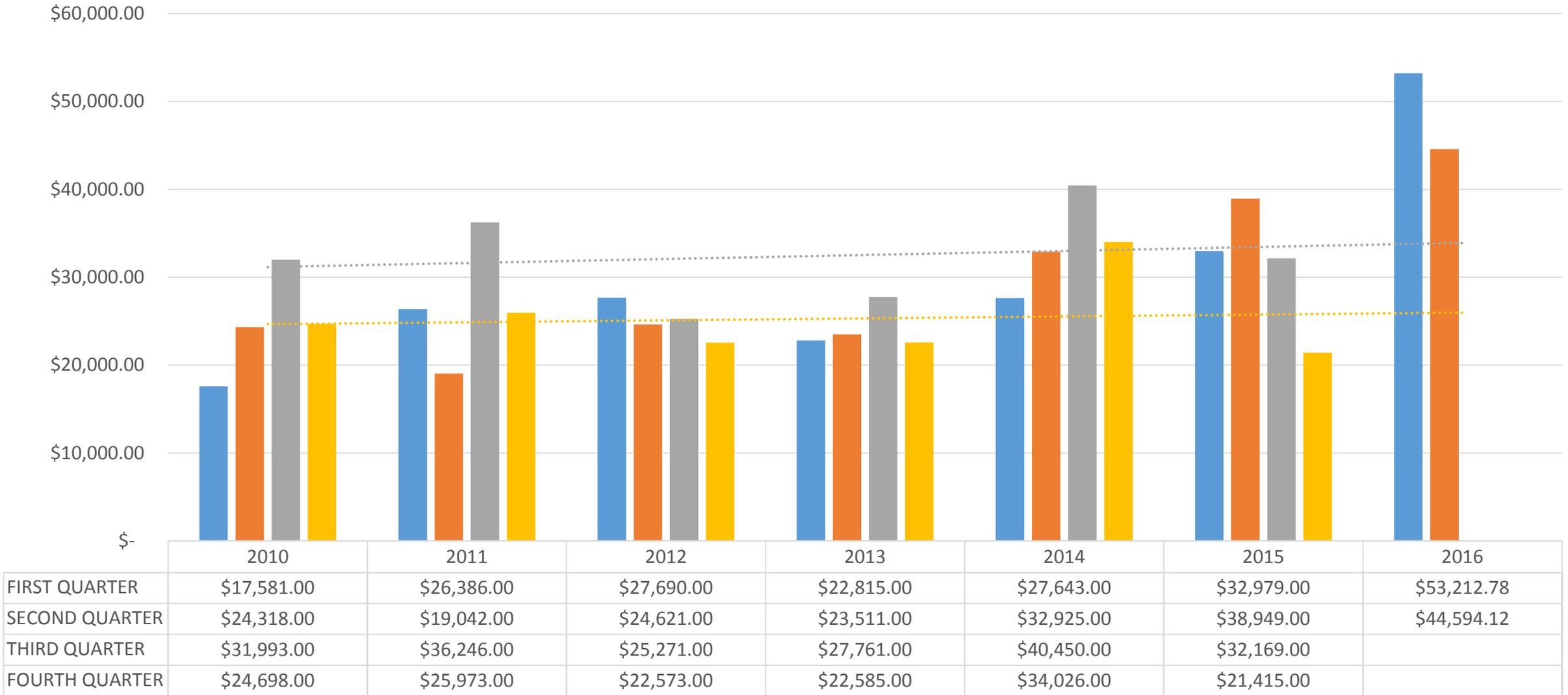
■ FIRST QUARTER   
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 ■ FOURTH QUARTER

# MARKET STREET QUARTERLY 2010-2016



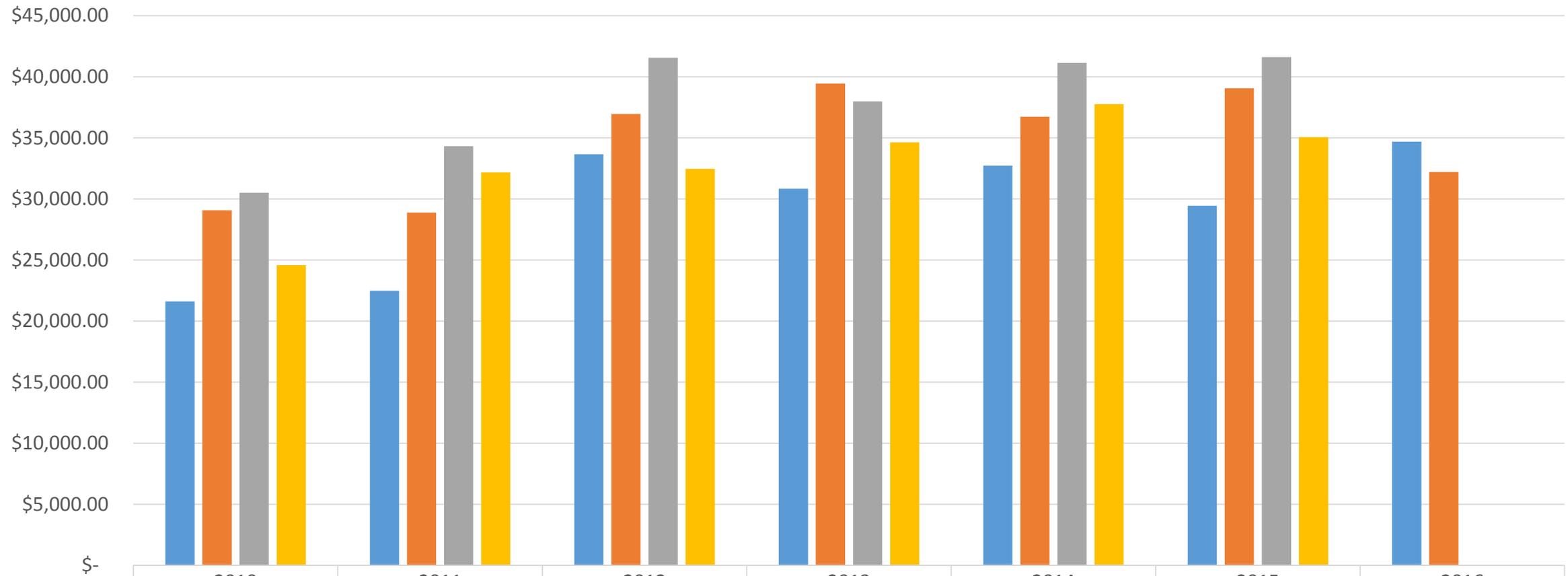
■ FIRST QUARTER   
 ■ SECOND QUARTER   
 ■ THIRD QUARTER   
 ■ FOURTH QUARTER

# HIGHWAY 6/GRAND AVE. QUARTERLY 2010-2016



■ FIRST QUARTER   
 ■ SECOND QUARTER   
 ■ THIRD QUARTER   
 ■ FOURTH QUARTER   
 ..... Linear (THIRD QUARTER)   
 ..... Linear (FOURTH QUARTER)

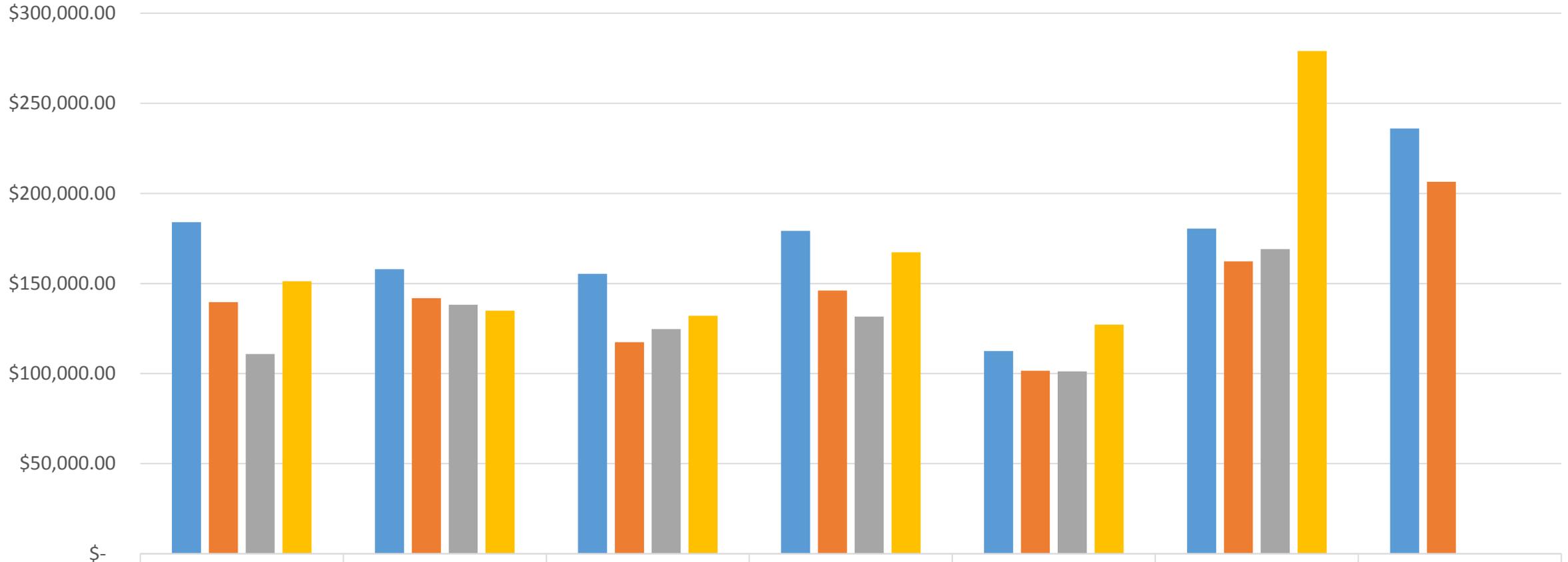
## EAGLE RANCH QUARTERLY 2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	\$21,610.00	\$22,475.00	\$33,663.00	\$30,848.00	\$32,731.00	\$29,433.00	\$34,679.12
SECOND QUARTER	\$29,076.00	\$28,883.00	\$36,964.00	\$39,441.00	\$36,724.00	\$39,057.00	\$32,197.83
THIRD QUARTER	\$30,516.00	\$34,318.00	\$41,549.00	\$37,986.00	\$41,129.00	\$41,601.00	
FOURTH QUARTER	\$24,575.00	\$32,167.00	\$32,460.00	\$34,634.00	\$37,764.00	\$35,060.00	

■ FIRST QUARTER   
 ■ SECOND QUARTER   
 ■ THIRD QUARTER   
 ■ FOURTH QUARTER

## OTHER AREAS QUARTERLY 2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	\$183,996.00	\$157,877.00	\$155,343.00	\$179,194.00	\$112,545.00	\$180,434.00	\$235,975.64
SECOND QUARTER	\$139,648.00	\$141,806.00	\$117,458.00	\$146,045.00	\$101,539.00	\$162,255.00	\$206,414.35
THIRD QUARTER	\$110,878.00	\$138,151.00	\$124,704.00	\$131,598.00	\$101,239.00	\$169,026.00	
FOURTH QUARTER	\$151,254.00	\$134,927.00	\$132,054.00	\$167,266.00	\$127,202.00	\$278,974.00	

■ FIRST QUARTER   
 ■ SECOND QUARTER   
 ■ THIRD QUARTER   
 ■ FOURTH QUARTER



To: Anne McKibbin, Mayor and Board of Trustees  
From: John Schneiger, Town Manager  
Date: September 13, 2016  
Re: Full-time Special Events Coordinator

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Please find attached:

Annual Cost of Special Events Coordinator  
Mountain States Salary Surveys  
Special Events Coordinator Job Description  
Job Advertisement

Staff also did a salary survey. The communities we utilized were Gypsum, Frisco, Dillon and Aspen. The average salary Range of these communities was \$47,300 - \$66,500. Our current salary range for the Marketing & Special Events Coordinator is \$43,470 - \$60,000. The advertisement we placed states that the starting salary for the position will be between \$43,470 - \$52,170.

I discussed the need for this position with MEAC and they were supportive. They were also supportive of development of a Town Marketing Plan and bringing a Part-time Marketing Contractor on board.

## Special Events Coordinator:

### ANNUAL COST OF POSITION:

ANNUAL WAGES		50,000.00
RETIREMENT		3,500.00
BONUS		652.00
UNEMPLOYMENT INS		151.96
FICA TAXES		3,874.88
HEALTH & DENTAL INSURANCE		
Family	26,617.92	20,945.97
Single	10,237.56	
VISION INSURANCE		176.31
Family	258.24	
Single	92.28	
LTD INSURANCE		427.10
Triad EAP		28.20
WORKERS COMP INSURANCE		792.55
LIFE INSURANCE		239.50
		<b><u>80,788.47</u> Annual Cost</b>

### COST OF POSITION FOR NOVEMBER - DECEMBER:

ANNUAL WAGES		8,333.33
RETIREMENT		-
BONUS		108.00
UNEMPLOYMENT INS		25.32
FICA TAXES		645.76
HEALTH & DENTAL INSURANCE		1,745.50
VISION INSURANCE		14.69
LTD INSURANCE		71.18
WORKERS COMP INSURANCE		132.09
LIFE INSURANCE		39.92
		<b><u>11,115.80</u> Requested Amount</b>

By type and geographic location  
of org

**Job 39380: Special Events Coordinator**

**Professional/Technical**

Does not include venue events. Responsible for event planning including development, implementation and evaluation of programs and services. Solicits and coordinate vendors, musicians, nonprofits and outside event managers to produce special events. Develops contracts with facility users and service providers and monitors delivery of contracted services. May be a supervisor position. Typically requires bachelor's degree and 3 years experience in public relations, marketing or communications.

Exempt: 67% Non-Exempt: 33%	Rates Actually Being Paid									Rate Ranges		
	No. Orgs.	No. Emps.	Avg.	Wtd. Avg.	Percentiles Reported					No. Orgs.	Avg. Min.	Avg. Max.
					10th	25th	50th	75th	90th			
<b>Total Responses</b>	22	32	58,129	58,628	45,355	51,298	57,535	62,957	77,674	22	48,774	68,588
<b>Type of Public</b>												
City	14	21	60,078	61,625	51,251	55,029	61,199	66,864	78,734	15	49,998	69,439
County	4	4	56,559	56,559	-	-	-	-	-	3	49,204	69,372
Public Utility	1	1	-	-	-	-	-	-	-	1	-	-
Parks & Recreation	1	4	-	-	-	-	-	-	-	1	-	-
Library District	1	1	-	-	-	-	-	-	-	1	-	-
Other	1	1	-	-	-	-	-	-	-	1	-	-
<b>Geographic Location</b>												
Denver/Boulder	11	17	57,896	58,164	45,169	48,246	55,058	64,769	81,276	11	50,434	69,885
Northern Colorado	4	7	56,362	56,765	-	53,929	60,507	61,199	-	4	46,292	67,445
Colorado Springs	1	1	-	-	-	-	-	-	-	0	-	-
Western Slope	1	1	-	-	-	-	-	-	-	1	-	-
Resort Areas	5	6	63,217	63,573	-	55,612	62,253	70,881	-	6	48,384	67,708

**Job 39405: Event Center Coordinator**

**Professional/Technical**

Coordinates public and special event utilization of a venue's facilities and buildings. Assists in marketing efforts of the events and activities. Meets with customers and potential customers to coordinate and assist with event planning including, equipment, food and beverage services, and facility equipment. Coordinates logistical, technical and administrative support and activities for events held in the venue. Provides assistance and guidance for special effects, stage and set design elements for use in performances. Determines work priorities and develops work schedules to provide adequate staff coverage. Typically requires bachelor's degree and 3 years experience in public relations, marketing or communications.

Exempt: 78% Non-Exempt: 22%	Rates Actually Being Paid									Rate Ranges		
	No. Orgs.	No. Emps.	Avg.	Wtd. Avg.	Percentiles Reported					No. Orgs.	Avg. Min.	Avg. Max.
					10th	25th	50th	75th	90th			
<b>Total Responses</b>	9	9	60,824	60,824	-	51,882	62,162	68,491	-	11	51,535	72,524
<b>Type of Public</b>												
City	5	5	61,334	61,334	-	52,090	62,162	70,163	-	7	51,247	70,306
County	4	4	60,186	60,186	-	-	-	-	-	4	52,039	76,405
<b>Geographic Location</b>												
Denver/Boulder	6	6	61,625	61,625	-	46,610	65,743	71,455	-	7	53,437	77,637
Northern Colorado	1	1	-	-	-	-	-	-	-	1	-	-
Western Slope	1	1	-	-	-	-	-	-	-	1	-	-
Resort Areas	1	1	-	-	-	-	-	-	-	2	-	-

**Job 39313: Box Office Coordinator**

**Professional/Technical**

Coordinates the ticket office operations including programming, monitoring and settling ticketed events as well as overseeing day to day operations of the ticket office(s). May open and close ticket office, process ticket mailings, and/or manage cash-outs in the absence of other personnel. Oversees the preparation and reconciliation of daily deposits and financial business for the box office as needed. May supervise lower level staff or volunteers. Requires high school graduation or GED and some college-level courses in finance or accounting plus a minimum of 2 years experience in computerized ticketing, box office operations or related area.

Exempt: 0% Non-Exempt: 100%	Rates Actually Being Paid					Rate Ranges						
	No. Orgs.	No. Emps.	Avg.	Wtd. Avg.	Percentiles Reported					No. Orgs.	Avg. Min.	Avg. Max.
					10th	25th	50th	75th	90th			
<b>Individual Organizations</b>												
City of Aspen	1	1	46,176	46,176	Wheeler Ticket Coordinator					1	37,913	52,680
City of Lone Tree	1	3	28,773	28,773	Box Office Representative					1	28,081	36,401
<b>Total Responses</b>	2	4	37,475	40,375	-	-	-	-	-	2	32,997	44,540
<b>Type of Public</b>												
City	2	4	37,475	40,375	-	-	-	-	-	2	32,997	44,540

**Job 39380: Special Events Coordinator**

**Professional/Technical**

Does not include venue events. Responsible for event planning including development, implementation and evaluation of programs and services. Solicits and coordinate vendors, musicians, nonprofits and outside event managers to produce special events. Develops contracts with facility users and service providers and monitors delivery of contracted services. May be a supervisor position. Typically requires bachelor's degree and 3 years experience in public relations, marketing or communications.

Exempt: 72% Non-Exempt: 28%	Rates Actually Being Paid					Rate Ranges						
	No. Orgs.	No. Emps.	Avg.	Wtd. Avg.	Percentiles Reported					No. Orgs.	Avg. Min.	Avg. Max.
					10th	25th	50th	75th	90th			
<b>Individual Organizations</b>												
City and County of Denver	1	3	77,101	77,101	Special Events Coord					1	63,004	100,806
City of Arvada	1	1	71,286	71,286	Special Events Coordinator					1	52,135	71,287
City of Aspen	1	1	61,506	61,506	Special Events Coordinator					1	45,127	62,736
City of Fort Collins	1	4	59,992	59,992	Public Relations Coordinator					1	48,175	67,445
City of Greeley	1	1	61,199	61,199	SPECIAL EVENTS COORD					1	47,301	68,701
City of Lakewood	1	1	55,058	55,058	Community Events Coordinator					1	46,281	64,772
City of Lone Tree	1	2	53,500	53,500	Events Manager					1	45,301	65,701
City of Longmont	1	1	60,276	60,276	Callahan House Manager					1	51,337	61,033
City of Northglenn	1	1	62,828	62,828	Special Events Supervisor					1	57,447	76,663
City of Westminster	1	1	51,064	51,064	Recreation Specialist/ PT					1	49,837	62,317
County - Adams	1	1	45,380	45,380	Special Events Coordinator					1	45,380	63,532
County - El Paso	1	1	47,511	47,511	Special Events Coordinator					0		
County - Garfield	1	1	52,932	52,932	Fair & Events Coord					1	42,782	64,172
County - Routt	1	1	80,412	80,412	FAIR BOARD COORDINATOR					1	59,449	80,413
Library - East Routt	1	1	52,000	52,000	Adult Programs Coordinator					1	34,487	50,607
Town of Dillon	1	1	56,816	56,816	Events Manager					1	49,949	69,928
Town of Frederick	1	1	43,749	43,749	Events Coordinator					1	42,476	56,174
Town of Frisco	0				EVENTS MANAGER					1	46,646	67,706
Town of Superior	1	1	61,360	61,360	Events and Volunteer Coordinator					1	50,308	71,465
Town of Vail	1	2	65,352	65,352	Special Events Coordinator					1	54,646	74,860
<b>Total Responses</b>	19	26	58,912	60,475	46,872	52,699	60,578	66,788	80,467	19	49,056	68,437
<b>Type of Public</b>												
City	14	21	60,078	61,625	51,251	55,029	61,199	66,864	78,734	15	49,998	69,439
County	4	4	56,559	56,559	-	-	-	-	-	3	49,204	69,372
Library District	1	1	52,000	52,000	-	-	-	-	-	1	34,487	50,607

**Job 39405: Event Center Coordinator**

**Professional/Technical**

Coordinates public and special event utilization of a venue's facilities and buildings. Assists in marketing efforts of the events and activities. Meets with customers and potential customers to coordinate and assist with event planning including, equipment, food and beverage services, and facility equipment. Coordinates logistical, technical and administrative support and activities for events held in the venue. Provides assistance and guidance for special effects, stage and set design elements for use in performances. Determines work priorities and develops work schedules to provide adequate staff coverage. Typically requires bachelor's degree and 3 years experience in public relations, marketing or communications.

Exempt: 78% Non-Exempt: 22%	Rates Actually Being Paid									Rate Ranges		
	No. Orgs.	No. Emps.	Avg.	Wtd. Avg.	Percentiles Reported					No. Orgs.	Avg. Min.	Avg. Max.
					10th	25th	50th	75th	90th			
<b>Individual Organizations</b>												
City and County of Denver	1	1	75,822	75,822	Entertainment Prod Coord					1	63,004	100,806
City of Brighton	1	1	45,440	45,440	Armory House Coordinator					1	42,841	58,702
City of Grand Junction	1	1	58,739	58,739	Sales & Event Coordinator					1	55,045	63,313
City of Longmont	0				Auditorium & Event Manager					1	53,221	63,277
County - Adams	1	1	66,981	66,981	Fair & Special Events Manager					1	64,880	90,831
County - Arapahoe	1	1	47,000	47,000	Events Coordinator HFPT01					1	42,881	66,297
County - Jefferson	1	1	70,000	70,000	Events Coordinator (Fairgrounds)					1	52,934	82,048
County - Larimer	1	1	56,763	56,763	Event Coordinator II					1	47,461	66,446
Town of Frisco	0				MARKETING COORDINATOR					1	36,006	52,126
Town of Parker	1	1	64,505	64,505	Cultural Facilities Manager					1	54,301	81,501
Town of Silverthorne	1	1	62,162	62,162	Pavillion Events & Marketing Coordinator					1	54,316	72,421
<b>Total Responses</b>	<b>9</b>	<b>9</b>	<b>60,824</b>	<b>60,824</b>	-	51,882	62,162	68,491	-	<b>11</b>	<b>51,535</b>	<b>72,524</b>
<b>Type of Public</b>												
City	5	5	61,334	61,334	-	52,090	62,162	70,163	-	7	51,247	70,306
County	4	4	60,186	60,186	-	-	-	-	-	4	52,039	76,405

# Non-Profit/Foundations

Page: 44

## Job 75053: Associate Editor

Marketing

Proofreads, edits, and/or rewrites organization publications. Maintains production schedule and coordinates support materials for publications. Monitors all postal regulations.

Exempt: 75% Non-Exempt: 25%	Rates Actually Being Paid									Rate Ranges		
	No. Orgs.	No. Emps.	Avg.	Wtd. Avg.	Percentiles Reported					No. Orgs.	Avg. Min.	Avg. Max.
					10th	25th	50th	75th	90th			
<b>Total Responses</b>	8	10	50,700	48,760	-	40,750	43,450	50,128	-	5	47,861	66,095
<b>Annual Budget</b>												
\$5-\$9.9 Million	3	3	42,354	42,354	-	-	-	-	-	2	-	-
\$10-\$19.9 Million	1	1	-	-	-	-	-	-	-	0	-	-
\$20-\$34.9 Million	2	4	-	-	-	-	-	-	-	1	-	-
\$35 Million or More	2	2	-	-	-	-	-	-	-	2	-	-
<b>Type of Non-Profit</b>												
Human Services (including Social Foundation)	1	1	-	-	-	-	-	-	-	0	-	-
Faith Based	2	4	-	-	-	-	-	-	-	1	-	-
Education	2	2	-	-	-	-	-	-	-	2	-	-
Other	1	1	-	-	-	-	-	-	-	0	-	-
	2	2	-	-	-	-	-	-	-	2	-	-

Of reported incumbents, 0% are Part time and 10% have Supervisory responsibilities.

## Job 75054: Special Events Coordinator

Marketing

Creates, plans and manages special events that produce income, increase revenues from admissions, build memberships, and increase public awareness of and support for the organization.

Exempt: 72% Non-Exempt: 28%	Rates Actually Being Paid									Rate Ranges		
	No. Orgs.	No. Emps.	Avg.	Wtd. Avg.	Percentiles Reported					No. Orgs.	Avg. Min.	Avg. Max.
					10th	25th	50th	75th	90th			
<b>Total Responses</b>	20	25	42,088	43,000	35,590	36,335	42,000	48,975	52,800	10	36,376	52,268
<b>Annual Budget</b>												
Less than \$2 Million	2	2	-	-	-	-	-	-	-	1	-	-
\$2-\$4.9 Million	4	4	37,382	37,382	-	-	-	-	-	1	-	-
\$5-\$9.9 Million	5	5	40,872	40,872	-	36,675	40,000	45,505	-	2	-	-
\$10-\$19.9 Million	3	4	43,163	43,163	-	-	-	-	-	2	-	-
\$20-\$34.9 Million	2	5	-	-	-	-	-	-	-	0	-	-
\$35 Million or More	4	5	44,315	43,392	-	36,004	45,044	48,866	-	4	40,547	55,018
<b>Type of Non-Profit</b>												
Human Services (including Social Foundation)	3	3	42,307	42,307	-	-	-	-	-	1	-	-
Faith Based	5	8	43,368	44,932	-	39,275	43,495	53,000	-	2	-	-
Cultural Arts	2	2	-	-	-	-	-	-	-	1	-	-
Education	2	4	-	-	-	-	-	-	-	2	-	-
Health Care	4	4	41,932	41,932	-	-	-	-	-	1	-	-
Other	2	2	-	-	-	-	-	-	-	2	-	-
	2	2	-	-	-	-	-	-	-	1	-	-

Of reported incumbents, 0% are Part time and 8% have Supervisory responsibilities.

**Special Events Coordinator**  
**Closing Date: September 30, 2016**

The Town of Eagle, a growing, recreation-oriented community known for its diverse special events, is seeking a full-time Special Events Coordinator. The individual needs to be team oriented, well organized, “hands on” with excellent communication skills and solid computer skills. Responsibilities include working closely with all stakeholders in order to ensure successful events. Willingness to work a flexible schedule, including weekends and evenings, is essential. Bachelor’s Degree and a minimum of five years of relevant experience desired. Salary range is \$43,470/yr. to \$60,858/yr. Expected salary below mid-range. Excellent benefits.

**Send application, resumes and letters of interest to:** Jill Ewing, HR Admin. P.O. Box 609, Eagle CO 81631 or e-mail to [jill.ewing@townofeagle.org](mailto:jill.ewing@townofeagle.org) by September 30, 2016.

**For more information, visit: [www.townofeagle.org](http://www.townofeagle.org)**



**Town of Eagle**  
**Job Description/Role and Responsibilities**  
**Special Events Coordinator**

**Position Title:** Special Events Coordinator

**Reports to:** Town Manager

**Direct reports to this position:** Events Administrative Assistant

**FLSA Status:** Exempt

**Pre-Hire Requirements:** This position requires passing of a pre-hire drug test. A criminal background check will be completed.

**Job Summary:**

The Special Events Coordinator organizes, manages and coordinates a variety of new and existing community and MEAC (Eagle Marketing and Events Committee) special events. This position works with MEAC in prioritizing special event funding requests with lodging tax revenues.

**Essential Functions:**

1. Manages the planning, implementation and follow-up for all special events, while working to develop new events for the Town of Eagle
2. Coordinates events logistics, including publicity, advertising and collateral material design, production and distribution
3. Develops annual special events budget and meets established revenue goals
4. Assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time
5. Builds participation and collaboration with a variety of stakeholders, including event producers, Town Staff, local community organizations and businesses
6. Develops and provides marketing and public relations programs that promote town programs, facilities and events
7. Serves as public contact for all special events.
8. Maintains master events calendar on Town of Eagle webpage
9. Provides direction, leadership, supervision and training support to event personnel and sets event work schedules in collaboration Town departments
10. Serves as member on various Town of Eagle committees and participates in Town of Eagle and Chamber of Commerce meetings
11. Provides leadership on Town sponsored events.

**Other Duties:** Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

**Core Competencies:**

Communication  
Self-Starter  
Hands-On  
Creative  
Innovative  
Problem Solving/Analysis  
Attention to Detail

**Education, Training and Certifications:**

Bachelor's Degree in related field  
Five years of relevant work experience  
Background in events planning a plus

**Skill Requirements:**

1. Working knowledge of public relations and social media techniques
2. Ability to provide direction to staff and volunteers
3. Excellent writing and editing skills
4. Effective oral communication
5. Ability to develop, establish and maintain effective working relationships with employees, other departments, vendors, community leaders, and the general public.
6. Experience on Microsoft Word, Excel and Outlook

**Physical Requirements:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit, stand, walk, squat, bend, kneel, reach, climb ladders, climb stairs and walk on uneven ground. Occasional driving is required. This position requires occasional cleaning/scrubbing, ability to lift/carry up to 35 pounds, push/pull up to 25 pounds and manual/finger dexterity.

**Environment:** While performing the duties of this job, the employee will work inside in an office environment and out in the community. During special events, this position does often work in outside weather conditions of all kinds. The employee is occasionally exposed to extreme temperature changes and moderately loud noises.

The employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

---

Employee Signature:

Date:

---

Print Name:

September 9, 2016

Kevin Sharkey  
Assistant Engineer  
Town of Eagle

**Re: Water Rate and Tap Fee Study Proposal**

Dear Kevin,

The purpose of this letter proposal is to provide a scope along with estimated fees for a water rate and tap fee study for the Town of Eagle based on our meeting last week. Please review the following scope of work and provide any comments or revisions you may have. We can begin building the Excel model for this project next week.

**PROJECT BACKGROUND AND UNDERSTANDING**

SGM has prepared this proposal based on the background information we have gleaned from the meeting with you and your team. SGM's project understanding can be summarized as follows:

1. The Town would like to construct the LBWTP in 2018 and would like to have the appropriate service fees to fund operation, financing to fund construction and tap fees to distribute the cost of the water system equitably.
2. The service fees and tap fees should be adjusted annually to account for inflation.
3. The study should be completed mid-November so that the 2017 budget can be adjusted to reflect any rate adjustments before it is finalized December 15, 2016.
4. The Town would like assistance with funding options for the LBWTP.
5. The tiered rate structure should be analyzed to promote conservation.

**PROJECT GOAL**

This project's goal is to create a document that:

1. Utilizes staff input and results from other rate studies to produce an updated rate study to sustainably fund the Town's water system into the future.
2. Develop equitable tap fees for funding existing and future infrastructure fairly to all rate payers.
3. Assist Town in selecting funding option for construction of LBWTP.

**PROPOSED SCOPE**

**Task 01 – Data Collection/Model Building**

*Objective:*

Collect relevant data through town staff and build rate model.

*Sub-tasks:*

1. Build or re-use rate model with current rate structure to produce actual revenue that was received based on actual water usage in 2014 and 2015.

## **Task 02 – Rate Analysis**

*Objective:*

Evaluate existing rate structure and analyze different rate adjustments to fund future operational expenses and the construction of the LBWTP.

*Sub-tasks:*

1. Add rate for first tier of structure that is currently included in base rate.
2. Analyze base rate adjustments or complete removal.
3. Analyze annual rate adjustments that take into account inflation (CPI).

## **Task 03 – LBWTP Funding Strategy**

*Objective:*

Work with staff and financial professionals to determine funding options for the construction of the LBWTP. SGM is not a funding professional firm but can assist the Town with coordinating with professionals that can guide the Town through the funding process and help make recommendations on the best funding option for the town. SGM has assisted many of its current municipal clients in the funding selection for WWTF and WTP. The financing team would include the Town's financial attorney, the Town's accountant and financial bond consultants.

*Sub-tasks:*

1. Research and work with the State Revolving Fund to determine what funding options the Town would have and what all would be involved to obtain this funding.
2. Coordinate meeting between Eagle staff and bond professionals to look at bonding options.
3. Work with Town's attorney and accountant on using a mill levy approved by voters as funding.
4. Develop spread sheet matrix with funding options for Town's consideration.

## **Task 04 – Rate Scenarios**

*Objective:*

Evaluate different rate options with staff for consideration by council.

*Sub-tasks:*

1. Develop 3 and 4 tier systems based on analysis of water usage levels by customers.
2. Evaluate effect of additional tiers for conservation.

### **Task 05 – Tap Fee Analysis**

*Objective:*

Evaluate the Town's total water system construction costs and replacement costs to develop equitable tap fee costs. This assumes that SGM can get a full inventory of pipelines, tanks, sources, etc. along with lengths and installation dates for the model.

*Sub-tasks:*

1. Develop full water system cost of existing system.
2. Develop full water system cost of future system
3. Convert all costs to present day costs.
4. Work with Town staff to develop buildout EQR schedule
5. Calculate tap fees.

### **Task 06 – Report**

*Objective:*

Produce draft reports on rates and tap fees for Council consideration with staff input.

*Sub-tasks:*

1. Rate study report
2. Tap fee report.
3. Review reports with staff and obtain input and modify.
4. Finalize reports after meeting with council.

### **Task 07 – Presentation to Council**

*Objectives:*

Present to council with staff to solicit comments/feedback to modify study and finalize.

*Sub-tasks:*

1. Prepare presentation with staff for council
2. Prepare any handouts needed
3. Attend council meeting (one)

### **SCHEDULE**

- Start building Model September 12, 2016
- Meet with staff for input after model is built early October
- Start researching funding options early October
- Present to Council early November
- Finalize mid-November

**FEE PROPOSAL**

The table below presents SGM's fee proposal for the scope of work described above.

<b>Phase</b>	<b>Phase Name</b>	<b>Fees</b>
01	Data collection/Model Building (1 staff meeting)	\$5,000
02	Rate analysis	\$3,000
03	LBWTP Funding Strategy (3 meetings)	\$5,000
04	Rate Scenarios (1 meeting)	\$3,500
05	Tap Fee analysis	\$7,000
06	Report	\$5,000
07	Presentation to Council (2 meetings)	\$2,500
	<i>Sub-total SGM Labor</i>	\$31,000
	<i>Mileage (5 trips)</i>	\$250
	<b>Total Proposed Fee</b>	<b>\$31,250</b>

- The engineering estimate is provided as an estimate for budget purposes. The cost of rate studies is highly variable due to the many assumptions that are made and staff/council input. SGM will bill on a time and material's basis and the Town of Eagle pays the actual cost. SGM will provide updates on budget at each phase of the project and will not exceed this budget without prior approval.

**Billing Rates:**

Chris Lehrman, PE - \$139

Bailey Leppek, EI - \$92

Please contact me at 970-384-9043 with any questions.

Sincerely,

**SGM**



Chris Lehrman, PE  
Municipal Team Leader



To: Mayor Anne McKibbin and Town Board  
From: Jenny Rakow, CMC Town Clerk  
Date: September 13, 2016 Town Board Meeting  
Re: Town Board Vacancy Applicants

---

Below is list of applicants who submitted their information prior to deadline.

1. Adam Palmer
2. Scott Turnipseed
3. Max Schmidt
4. James Picola
5. Dustin Hansen
6. Matt Farrar
7. Clark Gundlach
8. Josh Stowell



September 7, 2016

Teak J. Simonton  
Eagle County Clerk and Recorder  
500 Broadway  
PO Box 537  
Eagle CO 8163

Re: November Coordinated Election

This shall give notice that the Town of Eagle will not be participating in the November 2016 coordinated election.

If you have any questions, please feel free to contact me.

Jenny Rakow, CMC  
Town Clerk  
TOWN OF EAGLE



**COLORADO**  
Department of Transportation  
Region 3 RTD

July 20, 2016

Town of Eagle  
P.O. Box 609  
Eagle, CO 81631

Dear Town of Eagle:

The Colorado Department of Transportation (CDOT) Region 3 Office will be conducting annual county meetings to discuss transportation issues and future projects. I have attached the confirmation letter to Eagle County for your information on the meeting scheduled. The meeting will be held at 500 Broadway in Eagle.

As always, the towns that reside in the county are encouraged to attend these annual county meetings. However, please know that if schedules conflict, please feel free to contact David Eller, Region 3 Director, at anytime to discuss any issues that the Town of Eagle may have. He can be reached at (970) 683-6202.

Sincerely,

Kimberly Wood  
Program Assistant

cc: file





**COLORADO**  
Department of Transportation  
Region 3 RTD

July 20, 2016

Eagle County  
c/o Sharee Wettstein  
P.O. Box 850  
Eagle, CO 81631

Dear Ms. Wettstein:

This letter is confirmation that our Region Director, David Eller, will be attending your county meeting to discuss transportation issues and future projects on Monday, October 17, 2016 at 1:30 p.m. at 500 Broadway in Eagle.

The annual county meetings are an important part of our planning and STIP development process, and Towns and Municipalities are encouraged to attend this meeting.

Also attending will be various other CDOT Managers as well if schedules permit.

Sincerely,

Kimberly Wood  
Program Assistant

cc: Town of Avon  
~~Town of Eagle~~  
Town of Gypsum  
Town of Minturn  
Town of Red Cliff  
Town of Vail  
file



# NWCCOG-Economic Development District

ECONOMIC UPDATE - SEPTEMBER 2016

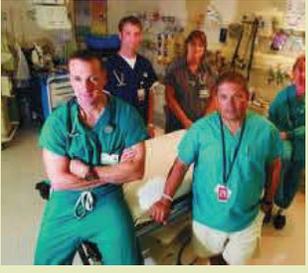


This update is for the NWCCOG—Economic Development District (EDD) region including the counties of Eagle, Grand, Jackson, Pitkin and Summit. The most recent available data sources were used for each category (*utilizes data from QCEW Q1 2016*).

## UNEMPLOYMENT RATE & LABOR FORCE

The unemployment rate in all counties in the region for the most recent month reported (July 2016) was either the same or lower than the reported rate the same month one year ago. The regional average is lower than both the State and U.S. rate. For July 2016, the region's total labor force is reported at 75,939. This is a 3% increase over the total labor force reported one year ago.

	Eagle	Grand	Jackson	Pitkin	Summit	Region Avg.	Colorado	US
Jul-16	2.7	2.6	2.6	2.9	2.3	2.6	3.8	4.9
Jul-15	2.7	2.9	3.3	3.0	2.5	2.9	3.9	5.3



Labor Force: July 2016 vs. July 2015			
	Jul-16	Jul-15	% Chg
Eagle	33,940	32,789	4%
Grand	9,757	9,596	2%
Jackson	963	937	3%
Pitkin	10,835	10,923	-1%
Summit	20,444	19,770	3%
Total	75,939	74,015	3%



## JOBS & ESTABLISHMENTS

The total number of jobs, in all industries, increased by 1,886 jobs, or 2.3%, from Q1 2015 to Q1 2016. The State as a whole reported the same increase in jobs (2.3%), adding 57,383 jobs in the last year. There was an increase of 196 establishments over the year, which is a 2.4% increase.



AVERAGE EMPLOYMENT				
	Q1 2016	Q1 2015	#Chg	%Chg
EAGLE	34,377	33,598	779	2.3%
GRAND	7,774	7,668	106	1.4%
JACKSON	496	492	4	0.8%
PITKIN	18,160	17,899	261	1.5%
SUMMIT	23,579	22,843	736	3.2%
TOTAL	84,386	82,500	1,886	2.3%

AVERAGE ESTABLISHMENTS				
	Q1 2016	Q1 2015	#Chg	%Chg
EAGLE	3,423	3,340	83	2.5%
GRAND	843	835	8	1.0%
JACKSON	89	94	-5	-5.3%
PITKIN	1,801	1,758	43	2.4%
SUMMIT	2,242	2,175	67	3.1%
TOTAL	8,398	8,202	196	2.4%



## TAXABLE SALES

Retail sales are an economic indicator of consumer spending patterns. In addition, sales tax is an important source of revenue to state and local governments. In comparing the most recent data available (Feb. 2016), taxable sales were up 7% in the region overall when comparing to the previous year. Three out of five counties reported double-digit increases.

Taxable Sales (in thousands)			
	Feb-16	Feb-15	% Chg
Eagle	\$ 197,783	\$ 187,553	5%
Grand	\$ 27,156	\$ 24,704	10%
Jackson	\$ 1,174	\$ 788	49%
Pitkin	\$ 109,668	\$ 105,272	4%
Summit	\$ 137,466	\$ 124,800	10%
Total	\$ 473,247	\$ 443,117	7%

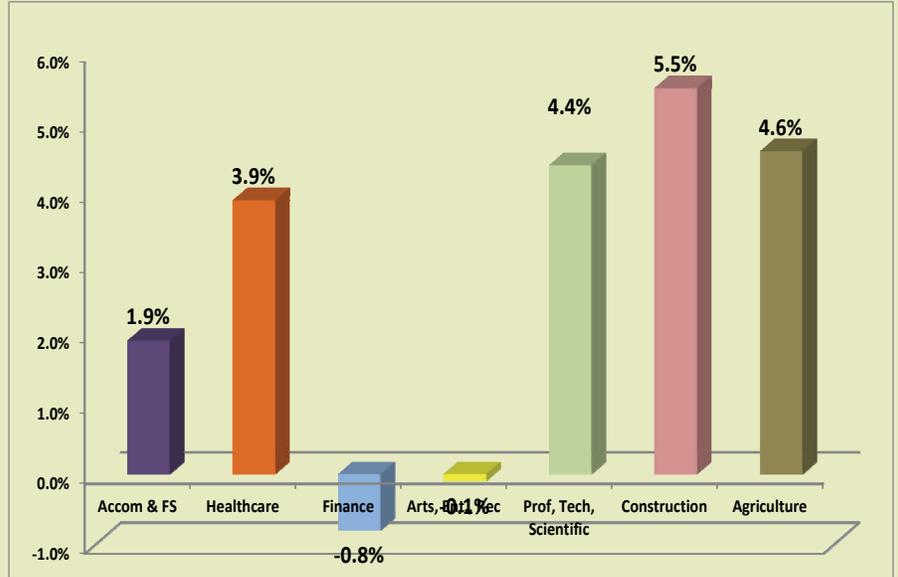


# NWCCOG – EDD

## ECONOMIC UPDATE - SEPTEMBER 2016

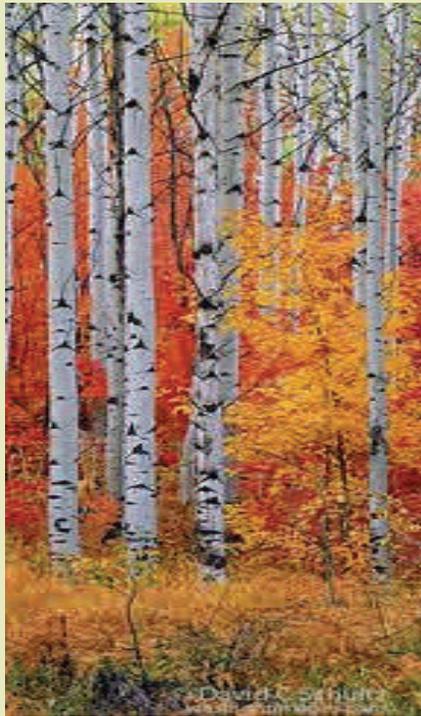
### Regional Job Growth in Key Industries: Q1 2016 vs. Q1 2015

The most significant job growth was seen in the Construction (+5.5%), Agriculture (+4.6%) and Professional, Technical, and Scientific (+4.4 %) industries.



**MAIN DRIVERS OF OUR REGION’S ECONOMY**—The following tracks job growth in the key industries that are main drivers of our region’s economy. The data compares number of jobs in the main NAICS codes over time in the region. This data compares the most recent quarter reported by QCEW (Q1 2016) to the same quarter one year ago.

Accommodations & Food Services (NAICS 72)				
	Q1 2016	Q1 2015	#Chg	%Chg
EAGLE	8,967	8,884	83	0.9%
GRAND	1,934	1,846	88	4.8%
JACKSON	52	49	3	6.1%
PITKIN	4,984	4,930	54	1.1%
SUMMIT	8,528	8,306	222	2.7%
<b>TOTAL</b>	<b>24,465</b>	<b>24,015</b>	<b>450</b>	<b>1.9%</b>



Arts, Entertainment, Recreation (NAICS 71)				
	Q1 2016	Q1 2015	#Chg	%Chg
EAGLE	5,229	5,350	(121)	-2.3%
GRAND	1,877	1,859	18	1.0%
JACKSON	conf.	conf.	conf.	conf.
PITKIN	conf.	conf.	conf.	conf.
SUMMIT	2,456	2,360	96	4.1%
<b>TOTAL</b>	<b>9,562</b>	<b>9,569</b>	<b>(7)</b>	<b>-0.1%</b>

Healthcare & Social Assistance (NAICS 62)				
	Q1 2016	Q1 2015	#Chg	%Chg
EAGLE	2,092	2,076	16	0.8%
GRAND	376	352	24	6.8%
JACKSON	23	25	-2	-8.0%
PITKIN	838	806	32	4.0%
SUMMIT	1,329	1,225	104	8.5%
<b>TOTAL</b>	<b>4,658</b>	<b>4,484</b>	<b>174</b>	<b>3.9%</b>

Professional, Scientific, Tech. Services (NAICS 54)				
	Q1 2016	Q1 2015	#Chg	%Chg
EAGLE	1,133	1,085	48	4.4%
GRAND	150	152	-2	-1.3%
JACKSON	27	31	-4	-12.9%
PITKIN	711	692	19	2.7%
SUMMIT	713	660	53	8.0%
<b>TOTAL</b>	<b>2,734</b>	<b>2,620</b>	<b>114</b>	<b>4.4%</b>

Finance & Insurance (NAICS 52)				
	Q1 2016	Q1 2015	#Chg	%Chg
EAGLE	461	482	-21	-4.4%
GRAND	112	106	6	5.7%
JACKSON	9	conf.	conf.	conf.
PITKIN	232	228	4	1.8%
SUMMIT	262	269	-7	-2.6%
<b>TOTAL</b>	<b>1,076</b>	<b>1,085</b>	<b>-9</b>	<b>-0.8%</b>

Agriculture, Forestry, Fishing, Hunting (NAICS 11)				
	Q1 2016	Q1 2015	#Chg	%Chg
EAGLE	38	43	-5	-11.6%
GRAND	49	49	0	0.0%
JACKSON	85	72	13	18.1%
PITKIN	89	85	4	4.7%
SUMMIT	12	12	0	0.0%
<b>TOTAL</b>	<b>273</b>	<b>261</b>	<b>12</b>	<b>4.6%</b>

Construction (NAICS 23)				
	Q1 2016	Q1 2015	#Chg	%Chg
EAGLE	2,778	2,585	193	7.5%
GRAND	585	608	-23	-3.8%
JACKSON	44	51	-7	-13.7%
PITKIN	703	678	25	3.7%
SUMMIT	999	920	79	8.6%
<b>TOTAL</b>	<b>5,109</b>	<b>4,842</b>	<b>267</b>	<b>5.5%</b>

# NWCCOG – EDD

## ECONOMIC UPDATE - SEPTEMBER 2016

### ANNUAL EARNINGS BY KEY INDUSTRY (Covered Employment) - Q1 2016

Annual earnings for all industries, when averaging all counties, is \$37,180 for the 1st quarter of 2016. This is considerably lower than annual earnings reported by the State of Colorado for the same time period (reported at \$54,964). The highest paying jobs are in the Finance & Insurance, Professional/Scientific/Technical, Construction, and Healthcare industries.

	All Industries	Accom. & Food Services	Healthcare & Social Asst.	Finance & Insurance	Arts, Ent., Recreation	Prof., Scientific, Tech. Svcs	Construct.	Ag, Forestry, Fishing, Hunting
EAGLE	\$40,976	\$34,684	\$58,500	\$91,000	\$29,276	\$60,424	\$51,636	\$42,796
GRAND	\$31,252	\$21,996	\$41,652	\$47,424	\$21,320	\$109,928	\$39,728	\$37,492
JACKSON	\$33,384	\$16,640	\$13,104	\$25,324	conf.	\$45,396	\$41,704	\$31,980
PITKIN	\$46,800	\$38,428	\$60,164	\$150,956	conf.	\$77,168	\$67,132	\$36,556
SUMMIT	\$33,488	\$26,624	\$48,464	\$79,508	\$21,788	\$61,360	\$44,564	\$35,724
AVERAGE	\$37,180	\$27,674	\$52,195	\$92,222	\$24,128	\$70,855	\$48,953	\$36,910

**CHANGE IN ANNUAL EARNINGS BY KEY INDUSTRY**—Wage growth in the region was slow, reported at 1.2% when averaging all industries. Wages decreased in the State as a whole, falling 1.3%. The most significant wage growth in the region was seen in the Professional/Scientific/Technical industry, and Finance/Insurance industry. Both sectors reported double-digit wage growth.

	All Industries	Accom. & Food Services	Healthcare & Social Asst.	Finance & Insurance	Arts, Ent., Recreation	Prof., Scientific, Tech. Svcs	Construct	Forestry, Fishing, Hunting
\$	\$426	(\$3,869)	(\$364)	\$9,737	\$1,365	\$8,767	\$2,018	\$2,444
%	1.2%	-12.3%	-0.7%	11.8%	6.0%	14.1%	4.3%	7.1%

### REAL ESTATE MARKET TRENDS

The price of real estate varied across the region, some counties experiencing rising prices, some seeing decreasing prices. Two of the four counties reporting (Grand and Summit) experienced increases in price per square foot. The number of new unit sales increased across the region (+3.5%), but all but 1 county (Grand) experienced decreases. The number of transactions is down (-0.5%), as is the number of bank sales (-65.0%). Over half (59%) of buyers in the region come from outside the region, either the Front Range, out of state, or internationally.

	Median Residential Price			Average Residential Price			Avg. Res. Price Per SF		
	Q2 2016	Q2 2015	% chg	Q2 2016	Q2 2015	% chg	Q2 2016	Q2 2015	% chg
Eagle	\$ 505,500	\$ 490,000	3.2%	\$ 919,972	\$ 1,057,600	-13.0%	\$ 404.72	\$ 440.25	-8.1%
Grand	\$ 194,450	\$ 190,500	2.1%	\$ 306,860	\$ 335,252	-8.5%	\$ 214.94	\$ 190.20	13.0%
Pitkin	\$ 940,000	\$ 970,000	-3.1%	\$ 2,299,262	\$ 2,257,859	1.8%	\$ 878.39	\$ 982.01	-10.6%
Summit	\$ 403,750	\$ 383,000	5.4%	\$ 565,193	\$ 540,387	4.6%	\$ 364.70	\$ 329.66	10.6%

	# of Transactions			# of Bank Sales			# New Unit Sales		
	Q2 2016	Q2 2015	% chg	Q2 2016	Q2 2015	% chg	Q2 2016	Q2 2015	% chg
Eagle	506	515	-1.7%	6	14	-57.1%	45	33	36.4%
Grand	434	310	40.0%	9	36	-75.0%	8	10	-20.0%
Pitkin	131	207	-36.7%	3	5	-40.0%	6	11	-45.5%
Summit	572	619	-7.6%	3	5	-40.0%	30	32	-6.3%
Total	1,643	1,651	-0.5%	21	60	-65.0%	89	86	3.5%

#### REGIONAL BUYER PROFILE: Q2 2016

Local	41%
Front Range	31%
Out of State	27%
International	1%



## Outdoor Recreation Economy

Source: Colorado Office of Economic Development & International Trade

The Tourism and Outdoor Recreation industry is one of the key industries in the NWCCOG region, and absolutely vital to our economy. In 2015, Governor Hickenlooper launched the [Colorado Outdoor Recreation Industry Office](#) (OREC) to provide a contact, advocacy, resources, and support for the businesses and communities that are involved with and rely on the outdoor recreation industry. The outdoor recreation economy is, after all, significant to the economy in Colorado and our region. According to the Outdoor Industry Association, Americans spend approximately \$64.6 billion on outdoor recreation. In Colorado, the industry generates \$13.2 billion in consumer spending, 125K jobs, and \$4.2 billion in wages and salaries. [Learn more here about the outdoor recreation industry.](#)



Every year, consumers spend billions on outdoor recreation — gear, vehicles, trips, travel-related expenses and more. This creates jobs, supports communities, generates tax revenue and helps drive the economy. Outdoor recreation and open spaces attract and sustain families and businesses, create healthy communities and foster a high quality of life .....it is critical to our region!

### IN COLORADO: Outdoor Recreation Generates:

<b>\$13.2</b> BILLION in consumer spending	<b>125K</b> Direct Colorado Jobs
<b>\$4.2</b> BILLION in wages and salaries	<b>\$994</b> MILLION in state and local tax revenue

## Entrepreneurship in Colorado

A message from Fiona Arnold, Executive Director  
Colorado Office of Economic Development & International Trade

Colorado was ranked #2 in the U.S. Chamber Foundation's Top 10 States for Technology & Entrepreneurship and ranked #4 by the Kauffman Index in terms of startup activity. It's no wonder that we at the Colorado Office of Economic Development and International Trade take pride in our state for its entrepreneurial energy. This month, U.S. Secretary of Commerce Penny Pritzker traveled to Colorado to participate in a Startup Day Across America event, where she visited local companies and startups. Meanwhile, Coloradans are getting ready for [Denver Startup Week September 12—16](#). This summit brings together communities and business leaders across the state to share ideas, experiences, and innovations in diverse fields, including technology, outdoor recreation, beer brewing, and design. Also happening in our region: [Startup Weekend Summit County: Nov. 13—15](#).



## Economic Outlook: National and Global

Provided by Wells Fargo

Wells Fargo reports that volatility persists in the economic data and policy signals in an economy that is continuing to grow at a moderate pace with slow but rising inflation. Internationally, Wells Fargo forecasts that the U.K. will experience a mild recession, but believes the economy is going to recover once the new government determines the fiscal measures to be implemented as the U.K. transitions out of the E.U. As a tourism-based economy affected by discretionary income and consumer confidence, national and global economic trends greatly affect our region. [Access full update here.](#)



**Data Sources:** Unemployment, labor force, jobs & establishments, employment in key industries, annual earnings by key industry: Colorado Department of Labor & Employment LMI Gateway; Sales tax data: Colorado Department of Revenue; Real estate data: Land Title Guarantee Company mountain offices (Aspen, Avon, Breckenridge, Dillon, Eagle, Frisco, Vail, Winter Park).