

VAIL TOWN COUNCIL REGULAR MEETING

Evening Agenda



Town Council Chambers

6:00 PM, March 7, 2017

Notes:

Times of items are approximate, subject to change, and cannot be relied upon to determine what time Council will consider an item.

Public comment will be taken on each agenda item.

Citizen participation offers an opportunity for citizens to express opinions or ask questions regarding town services, policies or other matters of community concern, and any items that are not on the agenda. Please attempt to keep comments to three minutes; time limits established are to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak.

1. Citizen Participation

2. Proclamations

- 2.1. Proclamation No. 1, Series of 2017, In recognition of Vail's Trailblazer Award Recipients' Vi and Byron Brown 5 min.

Presenter(s): Dave Chapin, Mayor

Action Requested of Council: Motion to approve Proclamation.

Background: The Vail Trailblazer Award is presented to recognize an individual, couple or team that exemplifies the spirit and fortitude in making Vail a great community through one or more actions that make a lasting impact. Recipients will be recognized for their pioneering contributions of time and talent, courage, leadership, vision and commitment in their endeavor to enhance Vail's social, recreational, cultural, educational and environmental values that define the community. The Trailblazer Award was created as a legacy project when the Town of Vail was preparing to celebrate its 50th birthday on August 23, 2016.

- 2.2. Proclamation No. 2, Series of 2017, In Recognition of One Book One Valley 2017 5 min.

Presenter(s): Lori Ann Barnes, Town Librarian, Dave Chapin, Mayor

Action Requested of Council: Motion to approve the Proclamation.

Background: The proclamation announces the 2017 One Book One Valley community read program which is sponsored by regional towns and offer numerous opportunities to review the book through events and lectures. This year's chosen book is "High Divide" by Lin Enger (a teacher of English at Minnesota State University).

3. Presentations / Discussion

- 3.1. Vail Police Department Life Saving Recognition Awards 15 min.

Presenter(s): Dwight Henninger, Police Chief, Marc Wenworth, Director,

Vail Public Safety Communications Center

Background: Vail Public Safety Communications Center dispatchers Kelly Klein, Tina Mojzer and Michelle Aranda were each awarded with lifesaver awards during 2016 and this serves as follow up to the recognition at an official public meeting.

4. Appointments for Boards and Commissions

- 4.1. Appointments to Art in Public Places Board 5 min.

Presenter(s): Dave Chapin, Mayor

Action Requested of Council: Appoint two people to serve two years terms, April 1, 2017-2019.

There are two applicants for the two vacancies on the AIPP Board, Margaret Rogers and Susan Bristol. Both applicants interviewed November 2016 when there was one vacancy. Since these two people were recently interviewed, it was decided to move forward with the appointments. Town Council shall appoint two (2) members for terms of two years each. This appointment term will end March 31, 2019.

5. Consent Agenda

- 5.1. Minutes from February 7, 2017 meeting 5 min.

- 5.2. Minutes from February 21, 2017 meeting

- 5.3. Resolution No. 6, Series of 2017, A Resolution Approving an Intergovernmental Agreement Between the Town of Vail and Eagle County Regarding Intermountain Forest Health and Setting Forth Details in Regard Thereto

- 5.4. Resolution No. 8, Series of 2017 A Resolution Approving an Intergovernmental Agreement Between the Town of Vail and Eagle County Concerning a Grant of Trail Maintenance Funds and Setting Forth Details in Regard Thereto

- 5.5. Self Contained Breathing Apparatus Contract Award

6. Town Manager Report

7. Action Items

- 7.1. Present the Vail Local Housing Authority recommendation for the deed restriction requirements for Chamonix Vail and provide an update on the development schedule and proposed lottery process. 90 min.

Presenter(s): George Ruther, Director of Community Development; Michael O'Connor, Triumph Development West; Mike Cuthbertson, RA Nelson

Action Requested of Council: Does the Vail Town Council support the recommendation of the Vail Local Housing Authority and the proposed requirements contained within the Chamonix Vail Deed Restriction? If so, the Team will take the steps necessary to finalize the deed restriction. If not, what specific changes to the deed restriction are required?

Background: The 32 townhomes at Chamonix Vail will all be deed restricted. The terms of the deed restriction are in place to ensure the Town

achieves its objectives for the new development. The deed restriction must be approved prior to applicants submitting for participation in the lottery selection process. The deadline for submitting to participate in the lottery selection process is March 17th. A final determination on this matter is needed to remain on schedule for an April construction start.

Staff Recommendation: The Vail Local Housing Authority recommends the Vail Town Council approves the Chamonix Vail Deed Restriction as presented.

8. Adjournment

8.1. Adjournment 8:05 p.m.

Meeting agendas and materials can be accessed prior to meeting day on the Town of Vail website www.vailgov.com. All town council meetings will be streamed live by High Five Access Media and available for public viewing as the meeting is happening. The meeting videos are also posted to High Five Access Media website the week following meeting day, www.highfivemedia.org.

Please call 970-479-2136 for additional information. Sign language interpretation is available upon request with 48 hour notification dial 711.



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Proclamation No. 1, Series of 2017, In recognition of Vail's Trailblazer Award Recipients' Vi and Byron Brown

PRESENTER(S): Dave Chapin, Mayor

ACTION REQUESTED OF COUNCIL: Motion to approve Proclamation.

BACKGROUND: The Vail Trailblazer Award is presented to recognize an individual, couple or team that exemplifies the spirit and fortitude in making Vail a great community through one or more actions that make a lasting impact. Recipients will be recognized for their pioneering contributions of time and talent, courage, leadership, vision and commitment in their endeavor to enhance Vail's social, recreational, cultural, educational and environmental values that define the community. The Trailblazer Award was created as a legacy project when the Town of Vail was preparing to celebrate its 50th birthday on August 23, 2016.

ATTACHMENTS:

Description

Proclamation No. 1, Series fo 2017, Vail Trailblazer Award



PROCLAMATION NO. 1, SERIES OF 2017

IN RECOGNITION OF VAIL'S TRAILBLAZER AWARD RECIPIENTS

VI AND BYRON BROWN

WHEREAS, the Town of Vail celebrated its 50th birthday of incorporation as a municipality on August 23, 2016 with numerous festivities taking place, including the debut of the Vail Trailblazer Award Program, a civic recognition whereby the Vail Town Council acknowledges an individual/s that exemplifies the spirit and fortitude in making Vail a great community through selfless contributions of time and talent which have made a lasting impact; and;

WHEREAS, the Browns' legacy in Vail began with their arrival in 1964 after Byron convinced Vi to relocate from their home in Denver. The family included young sons Mike and Todd, while daughter Cindy was born a short time later in their new hometown. At the time, Vail had a population of just over 100 residents with everyone pulling together to help Pete Seibert and the other founders build a ski resort and a new community, and;

WHEREAS, the Browns immediately became engulfed in their new life and over the next fifty years began to help build the foundation of Vail! Byron formed a real estate development company and built the first house in West Vail which became the family home. Byron was also instrumental in expanding utilities and other infrastructure that made it possible to develop neighborhoods in West Vail and East Vail. He served more than 30 years on the boards of the local water and sanitation districts and also doubled as a ski patroller. At the same time, Vi spent much of her time introducing the children to skiing and other wonders of the great outdoors while also working as a small business owner and in various retail shops. In addition, she became a familiar fixture at the Vail Information Booth, where she befriended many newcomers and life-long guests. Vi also taught Sunday School at the Vail Chapel, served on the Eagle County School Board and has had a familiar presence at Town Hall while serving as an election judge during decades of municipal elections, and;

WHEREAS, the Browns were early and active supporters of Ski Club Vail, the local club developing the next generations of ski competitors. The Browns organized fundraisers for the club, served on the club's board of directors, provided technical support in organizing sanctioned ski races and led a capital campaign to build the current Vail Ski & Snowboard Club headquarters at Golden Peak. Vi and Byron's

involvement helped shape the ski club as first rate and which became the epicenter for so many of Vail's early families as well as for many families of today. They were also instrumental in helping to bring the first World Cup ski races to Vail and the 1989 Alpine World Ski Championships. In addition, Byron helped form the local Buddy Werner Ski League, an organization that transitioned many children to become ski racers at Ski Club Vail. Their son Mike excelled at the sport, becoming the first Vail athlete to join the U.S. Ski Team in 1981, a particularly proud moment for Vi and Byron and the rest of the community, and;

WHEREAS, the Browns are also remembered for their decades-long role in organizing and supporting the Eagle Valley Community Fund, in which millions of dollars have been returned to local non-profits from the annual rummage sale event, one of their proudest accomplishments. Today, Vi and Byron's presence can be found at numerous community events, including the ribbon cutting for the recent Vail Golf & Nordic Center Clubhouse, Vail's 50th birthday celebration, the town's annual Community Meetings and more. Married for 55 years, they served as the grand marshals for the Vail America Days Parade in 2016 and are previous recipients of the Hornblower Award presented by the Vail Valley Foundation as well as various Rotary Club awards. They are considered as "family" by many community members who have known them over the last five decades, and;

NOW, THEREFORE, be it proclaimed to the community by the Vail Town Council, the second recipients of the Vail Trailblazer Award are Vi and Byron Brown, two pioneers of early Vail who have demonstrated over the past 50 years their courage, leadership, vision and commitment to enhance Vail's social, recreational, cultural, educational and environmental values that define this community, this is our tribute to both of you as we extend our sincere appreciation for your passion and contributions to the betterment of the Town of Vail and broader community.

Dated this 7th day of March 2017.

Vail Town Council

Attest:



Dave Chapin, Mayor

Patty McKenny, Town Clerk



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Proclamation No. 2, Series of 2017, In Recognition of One Book One Valley 2017

PRESENTER(S): Lori Ann Barnes, Town Librarian, Dave Chapin, Mayor

ACTION REQUESTED OF COUNCIL: Motion to approve the Proclamation.

BACKGROUND: The proclamation announces the 2017 One Book One Valley community read program which is sponsored by regional towns and offer numerous opportunities to review the book through events and lectures. This year's chosen book is "High Divide" by Lin Enger (a teacher of English at Minnesota State University).

ATTACHMENTS:

Description

Proclamation No. 2, Series of 2017, One Book One Valley 2017



**PROCLAMATION NO. 2, SERIES OF 2017
ONE BOOK ONE VALLEY, 2017
A VALLEY-WIDE COMMUNITY READ SPONSORED BY THE
TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF AND VAIL**

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

WHEREAS, the book “High Divide” by Lin Enger (a teacher of English at Minnesota State University) is Enger’s second novel. It’s a masterfully told Western reinvention of Homer’s *Odyssey* set against a backdrop of beauty and danger. This book is also the moving story of a man coming to terms with his past ; and,

WHEREAS, this Eagle Valley Community Read will feature book talks & discussions, special related events such as a Lecture on the Indian Wars, a Horseshoe Art program, a presentation on the Ute Native Americans & the History of the Slopes, and Pioneer Days hosted by the partnering organizations and a special Guest Appearance by the author; and,

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

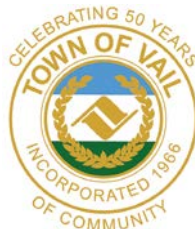
WHEREAS, the One Book One Valley initiative will encourage literacy and shared enjoyment of reading throughout Eagle County,

NOW, THEREFORE, the Mayor and Vail Town Council do hereby proclaim our support of the One Book, One Valley initiative and officially announce and promote the novel “High Divide” to all Eagle County residents for their enjoyment and the enjoyment of all.

Dated this 7th day of March 2017.

Vail Town Council

Attest:



Dave Chapin, Mayor

Patty McKenny, Town Clerk



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Vail Police Department Life Saving Recognition Awards

PRESENTER(S): Dwight Henninger, Police Chief, Marc Wenworth, Director, Vail Public Safety Communications Center

BACKGROUND: Vail Public Safety Communications Center dispatchers Kelly Klein, Tina Mojzer and Michelle Aranda were each awarded with lifesaver awards during 2016 and this serves as follow up to the recognition at an official public meeting.



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Appointments to Art in Public Places Board

PRESENTER(S): Dave Chapin, Mayor

ACTION REQUESTED OF COUNCIL: Appoint two people to serve two years terms, April 1, 2017-2019.

BACKGROUND:

There are two applicants for the two vacancies on the AIPP Board, Margaret Rogers and Susan Bristol. Both applicants interviewed November 2016 when there was one vacancy. Since these two people were recently interviewed, it was decided to move forward with the appointments. Town Council shall appoint two (2) members for terms of two years each. This appointment term will end March 31, 2019.

ATTACHMENTS:

Description

Memo AIPP Appointments 030717



Memorandum

To: Mayor and Town Council
From: Patty McKenny, Town Clerk
Date: March 7, 2017
Subject: Two Appointments to Art in Public Places (AIPP)

I. SUMMARY

There are two applicants for two vacancies on the AIPP Board, Margaret Rogers and Susan Bristol, letters of interest attached.

Both applicants interviewed November 2016 when there was one vacancy with the resignation of Amanda Zinn who was hired with the Welcome Center. Since these two people were recently interviewed, it was decided to move forward with the appointments during the evening meeting. Town Council shall appoint two (2) members for terms of two years each ending March 31, 2019.

II. BACKGROUND

Duties and functions of the Art in Public Places Board include:

- Implementation of the AIPP policies and selection procedures.
- Acquiring public art by purchase, donation or other means for Vail's permanent Art in Public Places collection.
- Overseeing the maintenance and preservation of art works displayed in public areas.
- Assisting the Art in Public Places coordinator in obtaining grants and donations to fund public art projects.
- Promoting public art through a public education program that will further community appreciation and understanding of the visual arts.
- Publicizing Art in Public Places projects and recognizing the artist(s) involved with the project.
- Evaluating the Art in Public Places program and commitment of board members annually and setting program goals on a five year basis.

The current make up of the AIPP Board include:

Members	Term Expires
Patricia Donovan	2018
Julie Hansen	2018
Michael Kurz	2017
Nancy Lassetter	2018
Kara Woods	2018
Bill Pierce	2018
Margaret Rogers	2017

The position vacancies were advertised with a public notice in the Vail Daily and posted on the Town of Vail website the past couple of weeks.

Patty McKenny

From: Margaret Rogers <iliveinvail@yahoo.com>
Sent: Monday, February 06, 2017 3:02 PM
To: Patty McKenny
Subject: Art in Public Places Opening

Hi Patty,

Please consider this email to be my application for the opening on the Art in Public Places Board. As you are aware, I was appointed to the AIPP in November, 2016 to finish the term of Amanda Zinn. Since Amanda had only four months left on her term, I have barely had time to get totally up to speed on the current and planned projects of the Board before the term was set to expire. I continue to believe that I can bring experience and enthusiasm to the Board, and would like to be considered for a full term on the AIPP.

I am available for the interviews planned on March 7, and am happy to answer any questions the council may have.

Thank you,

Margaret Rogers

Patty McKenny

From: Molly Eppard
Sent: Wednesday, March 01, 2017 9:42 AM
To: Patty McKenny
Subject: FW: Board Openings_AIPP
Attachments: AIPP BOARD Interview facts.docx

From: Susan Bristol [<mailto:susan.bristol@gmail.com>]
Sent: Wednesday, February 15, 2017 3:22 PM
To: Molly Eppard
Subject: Re: Board Openings_AIPP

Thanks, Molly! I would definitely like to apply again for the AIPP Board.

Slight wrinkle...I will be out of the country until March 8, thus missing the interview date. Hopefully the Council will remember my interview in November.

I've attached the outline of my qualifications from the last interview for you to have.

Thanks very much for giving me a heads-up on the upcoming openings. I'll hope to be able to work with you in the future!

Susan Bristol
970-476-2608
Box 431/Vail, CO 81658
susan.bristol@gmail.com

On Tue, Feb 14, 2017 at 10:31 AM Molly Eppard <MEppard@vailgov.com> wrote:

Hi Susan,

I wanted to send along the attached document regarding the upcoming openings on the AIPP board. Please let me know if you have any questions!

Best,

Molly Eppard
Town of Vail
Art in Public Places Coordinator

SUSAN BRISTOL, HON. AIA (AMERICAN INSTITUTE OF ARCHITECTS)
INTERVIEW FACTS RE: AIPP BOARD MEMBERSHIP

HISTORY

- Vail resident since 1970; homeowner since 1972
- Connecticut College for Women – numerous art media and art history classes, BA – German Language and Literature
- Study in Europe and Internship in Berlin, Germany – Informationzentrum Berlin (PR branch of Berlin Senate – city-wide interviews with architects, artists and politicians, copy editing for Berlin brochure series)

WORK

- Worked closely at The Architects Collaborative with Walter Gropius, Bauhaus founder, in Cambridge MA as Public Relations Assistant to Principals
- Worked personally with Gropius on research and design of traveling international exhibit of his life's work
- First Public Relations Assistant to Dale McCall – Vail Resort Association
- First Media Relations Consultant to Bob Parker – Vail Associates
- Design:
 - Graphic design and photo styling for own design/print business – 15 years
 - Design and production of first Beaver Creek brochure – Vail Associates Real Estate Golden Bear – Custom jewelry design and visual merchandizing – 19 years
 - Asian Village – Store/graphic design, media relations, buying, for own business – 15 years

INDEPENDENT CONSULTING

- Research, composition and editing of first published Design Guidelines for Beaver Creek
- Strategist, Researcher and Writer to over 50 Colorado and American architects upon their nomination for Fellowship in the American Institute of Architects – 46 years Made Honorary AIA Member for life.

VOLUNTEER SERVICE

- DeCordova Museum, Lincoln MA – Outdoor Arts Committee
- Vail – Concept development and early publicity – Vail Symposium
- Vail Mountain School Home Tour Co-Chair for ten years
- TOV Committee for interviews and choice of architect for proposed Conference Center

INSPIRATION AND IMAGINATION

- My son, Alex Herzog, is a professional artist who has been on the faculty of the School of the Art Institute of Chicago for ten years and just installed a solo show of his recent work in NYC. I have learned from him.
- Two of my closest friends in Vail, Barbie Christopher and Pam Hopkins – both past AIPP Board Members, have repeatedly encouraged me to apply for AIPP Board Membership. Recently retired, I now have an opportunity to volunteer my time to the Town. Design has been one of the guiding lights of my life and I believe my background, education and experience would be assets to AIPP.
- I have never served on a TOV Board. I am a fresh recruit with an open mind, out-of-the-box thinking, and imagination based in practicality. Enjoying collaboration with others in setting and reaching goals, I am dedicated to the Vail community, its growth in the arts and environmental design, and promotion of art as a vital part of our educational and adventurous experience for residents and visitors.

Patty McKenny

From: Molly Eppard
Sent: Wednesday, March 01, 2017 9:42 AM
To: Patty McKenny
Subject: FW: my recommendation for Susan Bristol on the AIPP board
Attachments: Susan Bristol AIPP 1.pdf; ATT00001.htm

From: Pamela Hopkins [<mailto:pamela@hopkinsarchitecture.com>]
Sent: Monday, October 31, 2016 11:25 AM
To: Molly Eppard
Subject: my recommendation for Susan Bristol on the AIPP board

Hello Molly,

I have recently come back from London visiting Whitney and her very new baby boy, Theo Ansel Hopkins Oehmke. It's all so exciting and thought you be interested.

I just learned that there is an opening on the AIPP Board and would like to recommend my good friend Susan Bristol.

Would you please pass my attached letter onto the Council and whom else needs it? Please let me know if you have any questions.

Thanks Molly, Pam
Pamela Hopkins
Principal
970 376 6469

Hopkins Architecture LLC
PO Box 3333
Vail, Colorado 81658
www.hopkinsarchitecture.com



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Minutes from February 7, 2017 meeting

ATTACHMENTS:

Description

Minutes from February 7, 2017 meeting

The regular meeting of the Vail Town Council was called to order at approximately 6:00 P.M. by Mayor Chapin.

Members present:	Dave Chapin, Mayor Jenn Bruno, Mayor Pro Tem Dick Cleveland Kevin Foley Kim Langmaid Jen Mason
------------------	---

Members absent	Greg Moffet
----------------	-------------

Staff members present:	Stan Zemler, Town Manager Matt Mire, Town Attorney Patty McKenny, Town Clerk
------------------------	--

1. Citizen Participation

Chris Fitzgerald, resident, thanked the town for providing excellent services related to transit and snow plowing and removal. He also suggested some improvements to circulation in the roundabouts and requested a review of the bus stop location at Safeway / City Market area; he noted the congestion between the vehicle traffic and pedestrians and wondered if it could be improved.

Michael Cacioppo, business owner, spoke about some follow-up questions to the council's earlier discussion about transportation impact fees.

Paul Rondeau, resident, offered some ideas about the Marriott proposal and the configuration on the site. It was suggested he speak directly with the developer.

Wendy Erb, resident, offered some comments about "who" would really qualify for the housing opportunities that would exist with the Marriott or Chamonix, does a teacher qualify since they work only part of a year? She also asked why the two largest employers wouldn't also be part of the discussion and housing solutions.

2. Consent Agenda

2.1. Minutes from January 17, 2017 meeting

Foley moved to approve the January 17, 2017 minutes; Bruno seconded the motion. There was input about the need to amend the minutes to include a "condition about the deed restriction protection". Foley amended his motion to include this change and Bruno seconded the motion to amend. The motion passed (6-0).

3. Town Manager Report

There were no items discussed.

4. Action Items

- 4.1. Present an update and schedule on the planning and entitlement process for Chamonix Vail.

Presenter(s): George Ruther, Director of Community Development; Kathleen Halloran, Director of Finance and Michael O'Connor, Triumph West Development

Action Requested of Council: The development team is requesting that the Vail Town Council provide direction and answers to the following three questions:

1. Does the Vail Town Council support the development schedule as recommended? If not, what changes are needed to gain the Town Council's support?
2. Is the Vail Town Council supportive of continuing to pursue a single phase of construction as contemplated in the development schedule?
3. Is the Vail Town Council supportive of funding the development of Chamonix Vail with cash from town reserves?

Background: The development team has created a Chamonix Vail Housing Critical Path Schedule for the completion of Chamonix Vail. The critical path schedule, as recommended, reduces costs, minimizes risk, allows for informed decision making to continue, and ensures the Town Council achieves its adopted goal of growing a thriving and balanced community. As recommended, the critical path schedule continues to push for a late April – early May construction start with the first homes available for occupancy in before the end of the year. This schedule, while aggressive, is appropriate and achievable.

Staff Recommendation: The Community Development Department recommends the Vail Town Council affirms their support for the critical path schedule, as recommended by the development team, and in doing so, continues to support a single phase of development that utilizes cash funds from town reserves to pay for the cost of constructing the Chamonix Vail development.

Ruther presented Section III of the council memo: Update on Progress to Date:

- Unveiling of www.Chamonixvail.com webpage
- Launch of the Chamonix Vail reservations and marketing campaign
- Hosting of a Chamonix Vail Interested Homebuyer's Meeting
- Announcement of six upcoming Homebuyer Education Classes
- Final Development Plan approval from the Town of Vail Planning & Environmental Commission
- Two review meetings with the Town of Vail Design Review Board
- Finalization of interior home floor plans and start of initial mechanical, plumbing, electrical design
- Ongoing communication and sharing of answers to the most frequently asked questions

Critical next steps in the planning and entitlement process include:

- ✓ Final approval of the design review application by the Town of Vail Design Review Board on February 15th.
- ✓ Sign off on the construction documents for the development [February 21, 2017]
- ✓ Authorization to proceed with systems-built shop drawings [February 21, 2017]

Kathleen Halloran, Finance Director, presented the funding projections for the following project approaches, 1) Single Phase Construction, 2) Phased Approach: Systems Built (Modular), and 3) Phased Approach: Stick Built. There were pros and cons identified with each approach, see below for projections:

Single Phase	2017	2018	2019
Beginning Fund Balance	15,828,727	2,267,682	21,144,178
Annual Activity per 5-Year Capital Plan	636,955	4,678,496	(9,496,899)
Remaining Development cost estimated at \$17.5M			
Systems Built Expenditures - No Phasing	(15,000,000)	(2,544,000)	
Systems Built - Sales of Units (Revenue)	802,000	16,742,000	
Estimated Fund Balance	2,267,682	21,144,178	11,647,280

Phased Approach: Systems Built (Modular)			
Beginning Fund Balance	15,828,727	8,762,682	10,320,178
Annual Activity per 5-Year Capital Plan	636,955	4,678,496	(9,496,899)
*Adds \$1.4M in cost (\$18.9M)			
Systems Built Expenditures - Phased	(8,505,000)	(10,395,000)	
Systems Built - Sales of Units (Revenue)	802,000	7,274,000	9,468,000
Estimated Fund Balance	8,762,682	10,320,178	10,291,280

Phased Approach: Stick Built			
Beginning Fund Balance	15,828,727	7,600,682	9,520,178
Annual Activity per 5-Year Capital Plan	636,955	4,678,496	(9,496,899)
*Adds \$1.4M in cost to phase and \$800K for stick built (\$19.7M)			
Stick Built - Expenditures	(8,865,000)	(10,835,000)	
Stick Built - Sales of Units (Revenue)		8,076,000	9,468,000
Estimated Fund Balance	7,600,682	9,520,178	9,491,280

Ruther then presented info about the “lottery & current “buyer information and shared the following:

- the home buyer preferences questionnaire
- steps taken after winning the lottery
- descriptors about the interested buyers group (145 potential buyers)
- the project schedule
- action request from the council

Michael O’Conner, Triumph Development, presented the project schedule and Mike Cuthbertson, RA Nelson, explained the status of the construction planning and noted their recommendation to bring on subcontractors to begin work as soon as possible. This was suggested in light of the supply and demand on the construction industry and the costs of construction. It was also noted the PEC approved the application and it is now being considered by DRB.

Staff also noted they have engaged a third party to review the costs estimates, help identify risks, and suggestions for keeping costs in line. There were comments about using local contractors, and the construction method of the stick built vs the prebuilt options. Langmaid inquired about using the energy star appliances and Cleveland asked if the lottery deadlines could be moved earlier so there is a clear understanding of how many and who the buyers will be. He requested staff consider creating some sort of incentive to get completed applications. Chapin called for public input at this time; there were no comments.

Cleveland moved to proceed with spending \$50 K for the pre-drawings for the manufactured housing and directed RA Nelson to move forward lining up critical subcontractors in an effort to remain aligned with the proposed schedule. Foley seconded the motion and it passed (6-0).

There being no further business to come before the council, Foley moved to adjourn the meeting and Bruno seconded the motion which passed (6-0) and the meeting adjourned at 7:30 p.m.

Respectfully Submitted,

Attest:

Dave Chapin, Mayor

Patty McKenny, Town Clerk



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Minutes from February 21, 2017 meeting

ATTACHMENTS:

Description

Minutes from February 21, 2017

The regular meeting of the Vail Town Council was called to order at approximately 6:00 P.M. by Mayor Chapin.

Members present: Dave Chapin, Mayor
 Jenn Bruno, Mayor Pro Tem
 Dick Cleveland
 Kevin Foley
 Kim Langmaid
 Jen Mason
 Greg Moffet

Staff members present: Stan Zemler, Town Manager
 Matt Mire, Town Attorney
 Patty McKenny, Town Clerk

Site Visits

There were two site visits during the afternoon meeting, Rededication of the East Vail Fire Station and lunch with the Vail Recreation District members and staff at the Vail Golf & Nordic Clubhouse. A presentation about several VRD related items was given addressing such topics as:

- ✓ Formation & history of the recreation district
- ✓ Financial condition of the district
- ✓ The town's role and VRD's role related to recreational facilities and programming
- ✓ The list of capital projects
- ✓ Impacts of Gallagher Amendment on future revenues creating a shortfall for VRD expenses especially related to funding any capital projects
- ✓ Discussions about a funding ballot proposal

It was agreed that VRD should develop a strategy for future funding of its operations and capital projects.

1. Citizen Participation

Randy Guerriero, resident, commented on naming the lounge in Marriott as the "Roost Lounge".

2. Appointments for Boards and Commissions

2.1. Appointment for Vail Local Housing Authority

Presenter(s): Dave Chapin, Mayor

Action Requested of Council: Action requires a motion to appoint one applicant to the Vail Local Housing Authority to finish a term ending May 31, 2017.

A recent resignation leaves one position vacant on the Vail Local Housing Authority. Interviews will be conducted during the afternoon meeting on Feb 21, 2017. The five members serve as

the Board of Directors for the business of the VLHA which includes strategic and long term planning and management of the town's housing program.

Bruno moved to appoint Francesca Meza to the Vail Local Housing Authority to a term ending May 31, 2017. Foley seconded the motion and it passed (7-0).

3. Consent Agenda

3.1. Contract with R.A. Nelson for Pre-Construction Services

Bruno moved to approve the contract with R.A. Nelson; Foley seconded the motion and it passed (6-0-1; Moffet abstained).

4. Town Manager Report

The Town Manager spoke about the following items:

4.1. Vail's Community Meeting on March 14, 2017 at Donovan Pavilion (5 pm until 7 pm)

4.2 Possible Town of Vail funding, along with Vail Resorts, Inc. (and Strategic Alliance Partners), of a concert during the "Spring Back to Vail" weekend in April. After some discussion about the idea, some council members were not in support of the last minute approach to this kind of proposal and expenditure. It was suggested this topic be a part of the budget cycle.

A motion was made by Bruno, and seconded by Langmaid, to authorize the spending of up to \$100K on this concert. The motion was not supported so Bruno revised the motion to include that the Town Manager be given authority to continue negotiating the idea of funding a concert with Vail Resorts, Inc. with clarification that this did not give any authorization to spend money. Langmaid seconded the amended motion. The motion passed (5-2; Moffet and Cleveland opposed).

5. Public Hearings

5.1. Ordinance No. 35, Series of 2016, Second Reading, An Ordinance establishing Special Development District No. 41 (Marriott Residence Inn), pursuant to Section 12-9(A), Special Development Districts, Vail Town Code, to allow for the development of a limited service lodge and deed restricted employee housing units and a conditional use permit for public or commercial parking facilities or structures, located at 1783 North Frontage Road West/Lots 9-12, Buffehr Creek Resubdivision, and setting forth details in regard thereto. (PEC16-0030)

Presenter(s): George Ruther, Director of Community Development and Matt Panfil, Town Planner

Action Requested of Council: The Vail Town Council shall approve, approve with modifications, or deny Ordinance No. 35, Series of 2016, upon second reading.

Background: The purpose of the proposed Special Development District (SDD), is to facilitate the redevelopment of the former Roost Lodge site with a 170 unit Marriott Residence Inn limited service lodge (LSLU), 96 Type III deed-restricted employee housing units (EHUs), six (6) non deed-restricted rental dwelling units, and a commercial parking facility, located at 1783 North Frontage Road West.

Staff Recommendation: The Town of Vail Planning and Environmental Commission recommends that the Vail Town Council approves, with conditions, Ordinance No. 35, Series of 2016 on second reading.

Mayor Chapin introduced the agenda item and opened the public hearing at this time. Staff planner Matt Panfil presented two public input letters for the records as well as a summary of the application for the SDD and changes from first reading. His summary noted The public hearing for the first reading of Ordinance No. 35, Series of 2016, was opened by the Town Council on December 20, 2016 and subsequently continued to January 3, 2017 and January 17, 2017. At the January 3, 2017 meeting, the Town Council requested revisions to ensure compliance with the nine (9) review criteria. In response, the applicant responded with preliminary plans at the January 17, 2017 Town Council meeting. Changes to the plans included:

- Reduction in building height by 3'-4";
- Reduction in the total number of employee housing units (EHUs) from 107 to 96 and subsequent reduction in parking requirement from 320 to 299 parking spaces;
- Agreement to reimburse the Town of Vail if the Town builds a left turn lane on North Frontage Road to the east access within five (5) years of project approval;
- Provision of directional signage at the driveway entrances to the site;
- Agreement to limit dogs to ten (10) limited service lodge units (LSLUs) and limit dogs to 50% of the rental apartments with a limit of one (1) dog per unit; and

At the January 17, 2017 meeting, the Town Council voted 5-2 (Mason and Foley opposed) to approve, with conditions, Ordinance No. 35, Series of 2016, on first reading.

Dominic Mauriello representing the applicant did not have additional comments on the application. Public input was invited at this time as follows:

Randy Guerriero, resident, expressed concern about the turning lane into the hotel, too many dogs for the neighborhood with the housing, the use of heated sidewalks on Meadow Ridge Road, no parking on the same road, install the left turning lane now.

Jenny Lewis, resident, asked to concede some of her time to another speaker. She also expressed concern that the development would overrun their neighborhood, too many units, too much traffic, impacts to their view corridor, etc.

Wendy Erb, resident, continued to express concern about the project, too much density, too much height with a request that the town council reject the proposal.

Greg Bemis, resident, expressed continued concerns with the bulk and mass of the project, requested they consider his proposal to swap properties with Timber Ridge for redevelopment on that parcel.

Chris Burns, resident, represented his neighborhood homeowners association and read his letter into the record sharing some conditions that might mitigate the many impacts, some of which include:

- The sidewalk – please keep the trees
- Please include a fence to help keep the dogs on their property
- Has constantly requested another rendering
- This project interfaces practically with their property line
- Include enough parking to ensure the employees have a place to park

- Traffic ; loading & unloading impacts must be mitigated
- Concerned about potentially destabilizing the area with any drilling or boaring
- Must mange the excess dog waste as a result of the units
- Concerned about sewage back ups
- Water services implantation would be impactful
- Flooding because of drainage issues
- Must mitigate the light pollution
- Impacts on the sidewalks
- Where will there be enough snow storage in their area

He asked that the council be fair as this level of density seems very unfair to their neighborhood. He also expressed disappointment that the staff on the project have never reached out to their neighborhood and it seemed their focus was on “development and not community”.

Howard Picking, resident, expressed opposition as well to the proposal in light of the excessive density; he would have thought the PEC would have worked to resolve some of the more dramatic and impactful characteristics of the proposal. He suggested two votes addressing,

1) the construction of the hotel as a use by right, 2) the employee housing units which should include more thought and discussion.

Gwen Scalpello, resident, noted a comparison of this proposal to Middle Creek and Lion’s Ridge’s number of units suggesting there would be new density standards for Timber Ridge West when it is time for redevelopment. This might be the unintended consequence.

Adele Picking, resident, expressed concern that this proposal would destroy what makes Vail so special in its character.

Paul Rondeau, resident, once again asked that they consider rearranging the building on the property. He continues to ask why this project was started as a hotel and hijacked by housing?

Leah O’Brian, resident, noted that change is inevitable, some new building will for be built regardless, it is time to offer this kind of housing in an effort to get back to the community it once was.

Mark Levarn, resident, noted that while he sees there is more support for the business interests the project offers, he requested they continue to work towards more compromise about the bulk, density and mass of the project. He expressed concern that this project will set the standard for future development in Vail.

Stephen Lewis, resident, asked the town to consider the financial implications of the proposal for the housing units, asking “are they really going to be affordable?”

Stephen Connelly, resident, asked for a review of Rondeau’s request to review a reconfiguration of the building and uses on the property.

Steve Lindstrom, resident and Chairman of the Vail Local Housing Authority, thanked the developer and his team for embracing the housing component for the project. He appreciated their response to some of the community’s housing needs. He reminded them the project

requires only three variances, and the housing component is the real benefit for the town and requested a “yes” to the application.

Closing comments were made by the applicant representative Mauriello who summarized the public benefits and the numerous concessions that have been made. Chapin thanked the public for their input and asked for council comments, some of which included:

- ✓ Confirmation the employee housing rental units couldn't be converted to weekend housing
- ✓ Confirmation there is language addressing foreclosure
- ✓ Confirmation there is a “use by right” for this property which includes a hotel this size
- ✓ Request to complete a West Vail Master Plan in the near future
- ✓ The application doesn't meet the design criteria component as the project is still too big
- ✓ The deviations of the project are offset by the housing benefits

Moffet moved to approve, on second reading, Ordinance No. 35, Series of 2016, an ordinance establishing Special Development District No. 41, Marriott Residence Inn, pursuant to Section 12-9(A), Special Development Districts, Vail Town Code, to allow for the development of a 170 unit limited service lodge, 96 Type III deed-restricted employee housing units, and six (6) non-deed restricted dwelling units, located at 1783 North Frontage Road West/Lots 9-12, Buffehr Creek Resubdivision, and setting forth details in regard thereto with the following conditions:

1. The Developer shall obtain approval of the Design Review Board of an associated design review application;
2. The Developer shall obtain Leadership in Energy and Environmental Design (LEED) certification for the building within one (1) year of issuance of the first Certificate of Occupancy. Failure to obtain LEED certification will necessitate a return to the Planning and Environmental Commission and the Town Council for an evaluation of a suitable, replacement public benefit to offset the loss of the public benefit from the failure to obtain the LEED certification;
3. The occupants of the six (6) non-deed restricted dwelling units shall have the right to use the services and facilities of the lodge under the same rules and regulations as the lodge guests;
4. Should the Colorado Department of Transportation (CDOT) not approve the proposed landscaping in the North Frontage Road right-of-way, the Developer shall submit a revised landscape plan, for review and approval, prior to submitting any building permit application;
5. Prior to submitting any building permit application, the Developer shall submit a revised plan that clearly illustrates signage and striping of the fire staging area;
6. Prior to submitting any building permit application, the Developer shall submit revised plans that illustrate the continuation of the sidewalk to the intersection with Buffehr Creek Road in accordance with the recommendations of the 2009 Vail Transportation Master Plan;
7. Prior to submitting any building permit application, the Developer shall obtain approval from CDOT related to all proposed work within the CDOT right-of way;
8. Prior to submitting any building permit application, the Developer shall provide roadway and snow storage easements for the portion of Meadow Ridge Road that encroaches onto SDD No. 41 in a format acceptable to the Town's Attorney;
9. The Developer shall record deed restrictions against at least fourteen (14) of the dwelling units prior to obtaining any Certificate of Occupancy for the lodge;
10. Prior to the submitting any building application, the Town of Vail and the Developer shall enter into a Development Agreement to document provisions related to off-site public improvements, easements, employee housing deed restrictions, timing and payment of fees, property tax abatement for deed-restricted units, and similar provisions;

11. The Developer shall provide for dog-walk areas on the green roof as more particularly described in the Development Agreement;
12. The Developer shall provide private shuttle van service for use by lodge guests and tenants of the property to retail core areas of the Town, as more particularly described in the Development Agreement;
13. The Developer shall provide for access to the hotel fitness and pool areas within the building, subject to a membership fee, for those owning property located on Meadow Ridge Road or within the Grand Traverse subdivision subject to rules and regulations adopted by the operator, as more particularly described in the Development Agreement;
14. The lodge shall limit the total number of limited service lodge units allowing dogs to 10 units. A maximum of 50% of the total 102 dwellings (96 deed restricted employee housing units and 6 non deed restricted dwelling units) may allow dogs, and only one dog shall be allowed in those units allowing a dog;
15. A second left turn lane shall be funded by the applicant as a reimbursement to the Town, if CDOT access code requires the improvement and the Town of Vail installs the left turn lane within eight (8) years of the approval of this ordinance. The funding by the applicant shall occur within one (1) year of the second turn lane being installed;
16. The Developer shall record deed restrictions against ninety-six (96) dwelling units in SDD No. 41, prior to the issuance of any certificate of occupancy; and
17. Prior to the issuance of a certificate of occupancy, the Developer shall coordinate all Art in Public Places (AIPP) contributions with the Town of Vail Public Works Department AIPP Coordinator

Moffet noted the following findings as part of the motion:

1. "The SDD complies with the standards listed in Section IV of this memorandum, or the applicant has demonstrated that one or more of the standards is not applicable;
2. The SDD is consistent with the adopted goals, objectives and policies outlined in the Vail comprehensive plan and compatible with the development objectives of the town;
3. The SDD is compatible with and suitable to adjacent uses and appropriate for the surrounding areas; and
4. The SDD promotes the health, safety, morals, and general welfare of the town and promotes the coordinated and harmonious development of the town in a manner that conserves and enhances its natural environment and its established character as a resort and residential community of the highest quality."

Bruno seconded the motion and it passed (4-3; Foley, Langmaid, Mason opposed).

There being no further business to come before the council, Moffet moved to adjourn the meeting and Foley seconded the motion which passed (7-0) and the meeting adjourned at 8:15 p.m.

Respectfully Submitted,

Attest:

Dave Chapin, Mayor

Patty McKenny, Town Clerk



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Resolution No. 6, Series of 2017, A Resolution Approving an Intergovernmental Agreement Between the Town of Vail and Eagle County Regarding Intermountain Forest Health and Setting Forth Details in Regard Thereto

ATTACHMENTS:

Description

Resolution No. 6, Series of 2017

RESOLUTION NO. 6
Series of 2017

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF VAIL AND EAGLE COUNTY REGARDING
INTERMOUNTAIN FOREST HEALTH AND SETTING FORTH DETAILS IN REGARD
THERETO.**

WHEREAS, the Town of Vail (the "Town"), in the County of Eagle and State of Colorado is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and the Town Charter (the "Charter");

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected and qualified;

WHEREAS, the Vail Fire and Emergency Services is undertaking the Intermountain Forestry Health Project (the "Project");

WHEREAS, the Project is to reduce fuel loading, improving forest health and protect wildlife habitat in the Intermountain area in and around the town;

WHEREAS, Eagle County has agreed to contribute \$20,000 towards the Project;
and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement to protect West Vail area from wildfire and remove the hazardous material.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF VAIL, COLORADO:**

1. The Council hereby approves the Intergovernmental Agreement and authorizes the Town Manager to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto as Exhibit A and in a form approved by the Town Attorney.

2. This Resolution shall be effective immediately upon adoption.

INTRODUCED, READ, APPROVED AND ADOPTED this 1st day of March, 2016.

Dave Chapin, Mayor, Town of Vail

ATTEST:

Patty McKenny, Town Clerk

EXHIBIT A

**INTERMOUNTAIN FOREST HEALTH INTERGOVERNMENTAL
AGREEMENT**

**BETWEEN EAGLE COUNTY AND
THE TOWN OF VAIL**

THIS INTERMOUNTAIN FOREST HEALTH INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into on _____, (the "Effective Date"), by and between EAGLE COUNTY, COLORADO (the "County"), and the TOWN OF VAIL, COLORADO (the "Town") (each referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Vail Fire and Emergency Services, a department of the Town ("Vail Fire"), is undertaking the Intermountain Forestry Health Project (the "Project");

WHEREAS, the purpose of the Project is to reduce fuel loading, improve forest health and protect wildlife habitat in the Intermountain area in and around the Town;

WHEREAS, the County supports the Town's efforts to expand community protection from wildfire in the west Vail area and the Parties pledge to work together to reduce the hazards as much as practical;

WHEREAS, the County has agreed to contribute \$20,000 towards the Project, and the Parties desire to enter into an agreement with regard to payment of such amount; and

WHEREAS, this Agreement is entered into pursuant to the authority of local governments of the state of Colorado to contract with one another. C.R.S. § 29-1-203 and Article XIV, Section 18 of the Colorado Constitution.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Project Funding.** For the Town's Project, the County will contribute a total sum of \$20,000.00. In order to receive the funds under this Agreement, the Town shall submit an invoice to the County. Invoices shall be submitted to Eagle County Environmental Health. Payment will be made according to the County's regular bill paying procedure.
 - a. Because of the benefits to forest health in Eagle County, Colorado that are achieved by this Project, the County has agreed to provide funding for the Project. The County's participation in the Project is limited to funding only.

- b. If, at any time during the term or after termination or expiration of this Agreement, County reasonably determines that any payment made by County to Contractor was improper because the Services for which payment was made were not performed as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from County, Contractor shall forthwith return such payment(s) to County. Upon termination or expiration of this Agreement, unexpended funds advanced by County, if any, shall forthwith be returned to County.

2. Miscellaneous.

- a. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, payments sent by mail should be addressed as follows:

Eagle County Government Contact:
Eagle County Government
Environmental Health
Attn: Eric Lovgren
PO Box 850
500 Broadway
Eagle, CO 81631
e-mail: eric.lovgren@eaglecounty.us

Town of Vail Contact:
Town of Vail
Fire Department
Attn: Paul Cada
75 S. Frontage Rd.
Vail, CO. 81657
Email: pcada@vailgov.com

- b. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.
- c. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by a Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- d. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- e. Third Parties. There are no intended third-party beneficiaries to this Agreement.

- f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- g. Modification. This Agreement may only be modified upon written agreement of the Parties.
- h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.
- i. Governmental Immunity. The Town and its officers, attorneys and employees and the County and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees or the County and its officers, attorneys and employees. The Town and its employees shall not be deemed to assume any liability for intentional or negligent acts or omissions by the County, or any officer, agent or employee of the County.
- j. Subject to Annual Appropriation. Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Town in respect of any period after December 31 of any year, without an appropriation therefor by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 *et. seq.*) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).
- k. Compliance With Law. Each Party shall comply with all applicable federal, state and local rules, regulations and laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

TOWN OF VAIL, COLORADO

 Stan Zemler, Town Manager

ATTEST:

 Patty McKenny, Town Clerk

COUNTY OF EAGLE, COLORADO

Jill Ryan, Chairman of the Board of Commissioners

ATTEST:

Regina O'Brien, Clerk to the Board



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Resolution No. 8, Series of 2017 A Resolution Approving an Intergovernmental Agreement Between the Town of Vail and Eagle County Concerning a Grant of Trail Maintenance Funds and Setting Forth Details in Regard Thereto

ATTACHMENTS:

Description

Resolution No. 8 Series of 2017

RESOLUTION NO. 8
Series of 2017

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF VAIL AND EAGLE COUNTY CONCERNING A GRANT OF
TRAIL MAINTENANCE FUNDS AND SETTING FORTH DETAILS IN REGARD
THERETO.**

WHEREAS, the Town of Vail (the "Town"), in the County of Eagle and State of Colorado is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and the Town Charter (the "Charter");

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected and qualified;

WHEREAS, the Town and Eagle County (the "County") have been working cooperatively to fund, construct and manage a phased recreation and transportation public trail systems through Eagle County known as the Eagle Valley Trail;

WHEREAS, the Town has requested funding through the Trail Repair and Safety Grant program to replace and repair asphalt within Eagle County located on the Gore Valley Trail segment through Dowd Junction (the "Project");

WHEREAS, the County's ECO Trails Department have reviewed and granted the Town's request for funding for the Project in the amount of \$150,000.00; and

WHEREAS, the approval of Resolution No. 8, Series of 2017 is required in order to complete the funding process.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF VAIL, COLORADO:**

1. The Council hereby approves the Intergovernmental Agreement and authorizes the Town Manager to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto as Exhibit A and in a form approved by the Town Attorney.

2. This Resolution shall be effective immediately upon adoption.

INTRODUCED, READ, APPROVED AND ADOPTED this 1st day of March, 2016.

Dave Chapin, Mayor, Town of Vail

ATTEST:

Patty McKenny, Town Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF VAIL AND EAGLE COUNTY, COLORADO
CONCERNING A GRANT OF TRAIL MAINTENANCE FUNDS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the Town of Vail, a Colorado municipal corporation (hereinafter the “Town”) and Eagle County, a body corporate and politic of the state of Colorado (hereinafter “County”). Collectively the Town and County shall be referred to as the “Parties” and singularly as “Party”. This Agreement is entered into and is effective on _____, 2017.

RECITALS

WHEREAS, C.R.S. 29-20-101 *et.seq.* encourages intergovernmental agreements through which local governments cooperate and participate in joint projects; and

WHEREAS, the Town and County have been working cooperatively to fund, construct and manage a phased recreation and transportation public trail systems through Eagle County known as the Eagle Valley Trail; and

WHEREAS, County has received a request from the Town for maintenance project funding to replace and repair asphalt within Eagle County located on the Gore Valley Trail segment through Dowd Junction (hereinafter “Project”); and

WHEREAS, the application for funds was submitted in accordance with the Trail Repair and Safety Grant program managed by County’s ECO Trails Department (hereinafter “ECO Trails”); and

WHEREAS, the application (attached Exhibit A) was reviewed by the County’s advisory trail planning and funding body, the ECO Eagle Valley Trails Committee, and said body recommends in favor of funding the request; and

WHEREAS, the funds are available in the County’s “Maintenance Grants” line item in the ECO Trails 2017 approved budget.

1.

AGREEMENT

NOW THEREFORE, in consideration of the mutual rights and obligations as set forth below, the Parties agree as follows:

1. PROJECT FUNDING

1.1 County, per the recommendation of the Eagle Valley Trails Committee, will contribute up to \$150,000.00 to the estimated project cost of \$1,465,000.00. The funds will be paid from the ECO Trails Department budget.

1.2 In order to receive the funds granted under this Agreement, the Town will submit an invoice to County at the completion of the Project. Invoices will be submitted to ECO

Trails, P.O. Box 1070, Gypsum, Colorado 81637. Payment will be made according to the County's regular bill paying procedure.

1.3 Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Town in respect of any period after December 31 of any year, without an appropriation therefor by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

2. SCOPE AND DESCRIPTION OF PROJECT

2.1 The Project work will consist of the following components:

- a. Reconstruction of the rock retaining wall;
- b. Reconstruction of the paved trail in the construction area;
- c. Stabilization of the opposite bank; and
- d. Construction of boulder "grade control" structures in Gore Creek to help stream flow.

2.2 Additional work may be added to the scope of the project based on the "global stability analysis". Those additional improvements will be funded by the Town and not the County.

2.3 The section of trail within the Town for which the County contribution is being granted will be constructed or repaired to the pertinent standards in the Eagle Valley Regional Trails Plan, as adopted by the Town in 2001.

2.4 County shall provide Town a temporary sign to install at the work site indicating that the Project is funded through the County's ECO Trails fund. Town shall provide County seven working days' notice of the date the Project will commence.

3. PROJECT OWNERSHIP AND MANAGEMENT UPON COMPLETION

3.1 Town shall be solely responsible for the design, construction, management and maintenance of the Project and shall own the Project.

3.2 The section of the Eagle Valley Trail for which the contribution is being requested will be maintained by the Town as follows:

- a. Maintenance as required for the replaced and repaired asphalt;
- b. Monthly sweeping, March through November;
- c. Monthly vegetation control including weed removal, mowing, cutting and trimming;
- d. Trash removal;
- e. Repair and replacement of signs, fences, railings, striping, drainage and other trail features; and
- f. Inspections monthly, or no less than quarterly.

4. INDEMNIFICATION, INSURANCE AND GOVERNMENTAL IMMUNITY

4.1 To the extent permitted by law, each Party shall indemnify, defend and hold harmless the other including its, agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens demands, action and causes of action whatsoever, including attorney fees, arising out of or related to its negligent acts or omissions.

4.2 The Town shall provide its own public liability, property damage, and errors and omissions insurance coverage as County may deem adequate and necessary for any potential liability arising from this Agreement.

4.3 Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either Party, its officials, employees, contractors, or agents, or any other person acting on behalf of either Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

5. TERM AND TERMINATION

5.1 The term of this Agreement shall commence on the date executed by both Parties and shall terminate on December 31, 2017 unless the Agreement is extended by both Parties prior to that end date. Any unexpended funds may be required to be returned to County as well as any funds not properly expended according to Project objectives.

5.2 If either Party fails to substantially perform the duties and obligations in accordance herewith, the other Party may terminate this Agreement upon seven (7) days written notice to that Party, unless that Party cures the breach within the seven (7) day remedy period. Either Party may terminate this Agreement without cause upon thirty (30) days written notice.

5.3 Notwithstanding the foregoing, neither Party may terminate this Agreement with respect to the Project as a whole or any phase, if such termination would cause a violation of the terms of a grant agreement. In the event of termination, the Parties will pay amounts due and owing for work satisfactorily performed to the date of termination and will close out grants in accordance with their terms.

6. MISCELLANEOUS

6.1 **Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, payments sent by mail should be addressed as follows:

Eagle County Government
ECO Trails
Attn: Jared Barnes
e-mail: jared.barnes@eaglecounty.us
P.O. Box 1070
Gypsum, CO 81637

Town of Vail
Attn: Gregg Barrie
1309 Elkhorn Drive
Vail, CO 81657
Phone: 970-479-2337
e-mail: gbarrie@vailgov.com

6.2 **Modification.** This Agreement contains the entire agreement between the Parties, and no agreement shall be effective to change, modify, or terminate in whole or in part unless such agreement is in writing and duly signed by the Party against whom enforcement of such change, modification, or termination is sought.

6.3 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Town or County. Absolutely no third party beneficiaries are intended by this Agreement.

6.4 **No Assignment.** Neither Party shall assign this Agreement without the prior written consent of the other. Either Party may terminate this Agreement if the other assigns this Agreement without the prior written consent of the other.

6.5 **Jurisdiction and Venue.** This Agreement shall be interpreted in accordance with the laws of the state of Colorado and the Parties agree to submit to the jurisdiction of the courts thereof. Venue shall be in the Eagle County District Court.

6.6 **Invalidity.** Invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

6.7 **Compliance with Law.** Each Party shall comply with all applicable federal, state and local rules, regulations and laws.

IN WITNESS WHEREOF, each Party, by signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its BOARD
OF COUNTY COMMISSIONERS

By: _____
Jillian Ryan, Chair

ATTEST:

By: _____
Regina O'Brien
Clerk to the Board

TOWN OF VAIL

By: _____
Stan Zemler, Town Manager

ATTEST:

By: _____
Patty McKenny, Town Clerk



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Self Contained Breathing Apparatus Contract Award

ATTACHMENTS:

Description

Council Memo- Self Contained Breathing Apparatus Procurement



Memorandum

To: Vail Town Council

From: Mark Novak, Fire Chief

Date: March 7, 2017

Subject: Self Contained Breathing Apparatus Procurement Agreement

I. Background

In the 2017 budget, Town Council approved \$298,000 for the purchase of self contained breathing apparatus (SCBA). Staff has been anticipating the need to replace our SCBA for several years. To reduce the burden of this purchase, staff applied for and was awarded a grant from Fireman's Fund insurance for the purchase of new SCBA masks in 2015. In 2016, staff also applied for and was awarded a grant for \$45,000 from the Department of Fire Prevention and Control for the purchase of a new SCBA air compressor. The 2017 budgeted expenditure will be the final step in the SCBA replacement program.

The procurement of the new SCBA will be a sole-source procurement for the following reasons:

- 1) The Scott X3 5.5 SCBA was selected due to interoperability considerations with neighboring fire departments as well as compatibility with our existing SCBA face masks.
- 2) Scott sells SCBA through a regional, exclusive distributorship model.
- 3) Pricing was obtained using the Fire Rescue group purchasing organization (GPO). The GPO has competitively bid this product and extends the bid pricing to agencies who participate in the GPO. There is no fee to participate in the GPO.

II. Staff Recommendation

Authorize the Town Manager to enter into an agreement, in a form approved by the Town Attorney, to procure self contained breathing apparatus and associated equipment in an amount not to exceed \$298,000

Sample motion: I move to approve on consent, authorization for the Town Manager to enter into an agreement, in a form approved by the Town Attorney, for the procurement of self contained breathing apparatus and associated equipment in an amount not to exceed \$298,000.



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Present the Vail Local Housing Authority recommendation for the deed restriction requirements for Chamonix Vail and provide an update on the development schedule and proposed lottery process.

PRESENTER(S): George Ruther, Director of Community Development; Michael O'Connor, Triumph Development West; Mike Cuthbertson, RA Nelson

ACTION REQUESTED OF COUNCIL: Does the Vail Town Council support the recommendation of the Vail Local Housing Authority and the proposed requirements contained within the Chamonix Vail Deed Restriction? If so, the Team will take the steps necessary to finalize the deed restriction. If not, what specific changes to the deed restriction are required?

BACKGROUND: The 32 townhomes at Chamonix Vail will all be deed restricted. The terms of the deed restriction are in place to ensure the Town achieves its objectives for the new development. The deed restriction must be approved prior to applicants submitting for participation in the lottery selection process. The deadline for submitting to participate in the lottery selection process is March 17th. A final determination on this matter is needed to remain on schedule for an April construction start.

STAFF RECOMMENDATION: The Vail Local Housing Authority recommends the Vail Town Council approves the Chamonix Vail Deed Restriction as presented.

ATTACHMENTS:

Description

Chamonix Vail Deed Restriction Requirements Approval Memorandum 03072017

Chamonix Vail Deed Restriction-A030217

Chamonix Vail Deed Restriction Comparison Slide 03072017

Update on Potential Buyers at Chamonix Housing Development Finance Dept. Memorandum
Memo Chamonix Vail Schedule & Lottery

Memorandum

To: Vail Town Council

From: George Ruther, Director of Community Development
Steve Lindstrom, Chair of the Vail Local Housing Authority

Date: March 7, 2017

Subject: Chamonix Vail – Deed Restriction Requirements Recommendation

I. Purpose of this Public Hearing

The purpose of this public hearing is to present the Vail Local Housing Authority recommendation for the deed restriction requirements for Chamonix Vail. At the conclusion of the presentation, the Vail Town Council will be asked to make a final determination on the deed restriction requirements. A final determination on this matter is needed to remain on schedule for an April start.

The Chamonix Neighborhood development helps the Vail Town Council achieve its adopted goal of “*growing a thriving and balanced community*”.

II. Project Goals and Objectives

A list of project goals and objectives has been adopted for the future development on the Chamonix site. The project team has continually relied upon these goals and objectives for direction throughout the planning process. On April 15, 2014, the Vail Town Council affirmed and adopted the following project goals and objectives:

- Optimize the use of the site for **affordable for-sale housing** (15 - 25 DU's per acre)
- Design a **context sensitive design solution** (design review guidelines)
- Ability to be **phased over time** (min. two phases)
- Deliver **desirable, marketable and diverse** types of housing products (duplexes; one, two & three bedroom flats; townhomes, etc.)
- **Maximize the town's limited financial resources**
- **Build responsibly** given the existing site configuration, topography and natural features of the site
- Develop a **diversified cost/sales structure to respond to a wider range of buyers** (i.e. pricing structure based upon income)

III. Chamonix Vail Deed Restriction Requirements

A deed restriction will be recorded against all of the homes at Chamonix Vail. Once recorded, the deed restriction shall run with the land and remain in perpetuity, unless otherwise removed,

subject to mutual agreement by all affected parties. The Chamonix Vail Deed Restriction shall apply only to properties constructed on the Chamonix Vail property, and therefore, the requirements do not apply to any other deed restricted properties in Vail. The purpose of the deed restriction is to ensure that the ongoing ownership and occupancy of the homes achieves the Town's identified objectives for Chamonix Vail of:

- 1) maintaining, sustaining and creating community
- 2) ensuring the availability and affordability of housing over time
- 3) sustaining a year round workforce
- 4) protecting and preserving the deed restriction

To that end, the following requirements are included in the Chamonix Vail Deed Restriction:

- Occupancy shall be limited to Owners choosing to continuously occupy the homes, make the home their permanent place of residence, and work at least 30 hours per week at a business licensed within Eagle County.
- Future transfer of ownership shall be through the Town of Vail to a Qualified Buyer.
- "Non-Qualified Owners" shall be prohibited.
- Provisions shall exist for circumstances of inheritance.
- Owners may rent part of their homes provided certain requirements are met.
- The Town of Vail shall maintain a first option to purchase on all transfers.
- Owner shall be afforded an opportunity to obtain a "Maximum Resale Price" cap upon the sale of a Chamonix Vail home.
- Acceptance of a deed in lieu of foreclosure assignment shall cause the deed restriction to remain in full force and effect.
- Terms shall be provided to address matters of breach of the deed restriction.
- A partial reimbursement for certain capital improvements costs may be added to the Maximum Resale Price upon sale.
- Owners may not own other residential property in Eagle County.

A complete copy of the recommended Chamonix Vail Deed Restriction has been attached for reference.

IV. Vail Local Housing Authority Recommendation

The Vail Local Housing Authority (VLHA) has reviewed the Chamonix Vail Deed Restriction. Upon review and consideration of the deed restriction, the VLHA forwards the following recommendation to the Vail Town Council:

- To maintain affordability over time, the Maximum Resale Price should be correlated to historical changes, (+/-) in the Area Median Income, Median Family Income, Consumer Price Index, etc. within Eagle County, Colorado. Over the past two decades these indexes have changed 1.64% to 2.48%, respectively. For ease of implementation a 1.5% per Annum adjustment is recommended.
- To avoid unintended consequences of residential property ownership, a Qualified Buyer may own residential property, land and/or homes, outside of Eagle County, Colorado.

V. Vail Town Council Instruction

The Development Team is prepared to move forward on the next steps of finalizing the Chamonix Vail Deed Restriction. To do so, the Team is seeking instruction from the Vail Town Council.

Does the Vail Town Council support the recommendation of the Vail Local Housing Authority and the proposed requirements contained within the Chamonix Vail Deed Restriction? If so, the Team will take the steps necessary to finalize the deed restriction. If not, what specific changes to the deed restriction are required?

**DEED RESTRICTION AGREEMENT
FOR THE OCCUPANCY AND TRANSFER
OF CHAMONIX VAIL RESIDENTIAL DWELLING UNITS**

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 201_ (the "Effective Date") by and between the Town of Vail, Colorado, a Colorado home rule municipality with an address of 75 South Frontage Road, Vail, Colorado 81657 (the "Town"), and _____, an individual with an address of _____, Vail, Colorado 81657 ("Buyer") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town owns the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property") and has developed the Property as part of the Chamonix employee housing project;

WHEREAS, the Town is selling the Property to Buyer, and desires to restrict the occupancy, use and resale of the Property.

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

1. Property. The following real property is hereby burdened with the covenants and restrictions specified in this Agreement: _____, Vail, Colorado 81657, as more specifically described in **Exhibit A**.

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

a. *Guidelines* means the current version of the Chamonix Vail Employee Housing Guidelines adopted by the Town.

b. *Maximum Resale Price* means the Purchase Price paid by the last Qualified Buyer plus: an increase of 1.5% per annum of such Purchase Price (prorated at the rate of 1/12 for each whole month) from the date of Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually; and the value of Permitted Capital Improvements.

c. *Non-Qualified Owner* means any person who acquires an ownership interest in the Property who is not a Qualified Owner.

d. *Owner* means any person who acquires an ownership interest in the Property, including without limitation Qualified Owners, Non-Qualified Owners and Inheriting Owners.

e. *Permitted Capital Improvements* means those improvements to the Property performed by the current Owner as described in the Guidelines, which shall

qualify for inclusion within the calculation of Maximum Resale Price if the Owner furnishes the Town with the following information:

- i. Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
- ii. Affidavit verifying the receipts are valid and correct receipts tendered at the time of purchase; and
- iii. True and correct copies of any building permit or certificate of occupancy required to be issued by the Town for the Permitted Capital Improvements.

f. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence there from. In determining what is a Principal Place of Residence, the Town shall consider the following: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of parents, spouse and children if any, location of personal and real property, and motor vehicle registration.

g. *Purchase Price* means all consideration paid by a Qualified Buyer for the Property but excludes: any proration amounts, taxes, costs and expenses of obtaining financing; costs of furnishings or personal property; lenders' fees; title insurance fees; closing cost; inspection fees; and real estate purchase or sales commission(s).

h. *Qualified Buyer* means the Town or a person who, upon purchase of the Property, will be a Qualified Owner.

i. *Qualified Owner* means an Owner who is an individual who works an average of 30 hours or more per week at a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business. For example, if an individual worked 60 hours per week for one half of the year at such a business in Eagle County, Colorado, and worked elsewhere for the other half of the year, such person would constitute a Qualified Owner. A *Qualified Owner* also includes an individual who was a Qualified Owner when the individual purchased the Property, but then retires while owning the Property, and is 60 years of age or older at the time of retirement, and who, for the 5 years immediately prior to retirement, worked an average of 30 hours or more per week at a business in Eagle County that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

j. *Qualified Tenant* means an individual who works an average of 30 hours or more per week at a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business. For example, if an individual worked 60 hours per week for one half of the year at such a business in Eagle County, Colorado, and worked elsewhere for the other half of the year, such person would constitute a Qualified Tenant.

k. *Transfer* means any sale, conveyance, assignment or transfer, voluntary or involuntary, of any interest in the Property, including without limitation a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest and an interest evidenced by any contract by which possession of the Property is transferred and an Owner retains title; provided that the lease of a room or rooms within the Property to a Qualified Tenant in accordance with this Agreement shall not constitute a Transfer.

3. Occupancy Restrictions.

a. The Property shall be continuously occupied by at least one Qualified Owner as his or her principal place of residence.

b. The Qualified Owner may lease a room or rooms in the Property to one or more Qualified Tenants, provided that the Qualified Owner still occupies the Property as his or her principal place of residence.

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

d. If a Qualified Owner ceases to occupy the Property as his or her principal place of residence, the Property shall be transferred pursuant to Section 4 hereof. An Owner shall be deemed to have changed his or her domicile by: becoming a resident elsewhere; accepting permanent employment outside of Eagle County, Colorado; or residing in the Property for fewer than 9 months per calendar year.

e. If at any time a Qualified Owner also owns any interest alone or in conjunction with others in any developed residential property or dwelling unit located in Eagle County, Colorado, the Qualified Owner shall immediately list said other property or unit for sale to sell the Qualified Owner's interest in such property at a sales price comparable to like units or properties in the area in which the property or dwelling unit is located. If said other property or unit(s) has not been sold by the Qualified Owner within 120 days of its listing, the Qualified Owner shall immediately contact the Town to Transfer the Property pursuant to Section 4 hereof. It is understood and agreed that, in the case of a Qualified Owner whose business is the construction and sale of residential properties or the purchase and sale of such properties, the properties which constitute inventory in the business shall not constitute other developed residential property or dwelling unit as those terms are used in this Section.

f. No later than February 1st of each year, the Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property is occupied in accordance with this Agreement and the Guidelines.

4. Transfer.

a. Every Transfer shall be made in accordance with this Section.

b. The Owner shall first notify the Town that the Owner wishes to Transfer the Property. The Town shall have the first option to purchase the Property.

c. Should the Town determine not to purchase the Property, the Town shall list the Property for sale in accordance with the Guidelines, and shall thereafter select a Qualified Buyer pursuant to the Guidelines.

d. The Property shall be transferred only to the Town or a Qualified Buyer, and shall not be sold for more than the Maximum Resale Price. The date of closing shall be determined by the Town in consultation with the Owner and the Qualified Buyer.

e. Prior to or at closing, the Owner shall pay the Town a nonrefundable listing fee equal to 2% of the Maximum Resale Price. The Town may instruct the title company to pay said fees to the Town out of the funds held for the Owner at the closing.

d. At closing, the Qualified Buyer shall execute, in a form satisfactory to the Town and for recording with the Eagle County Clerk and Recorder, a document acknowledging this Deed Restriction and expressly agreeing to be bound by it.

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

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

b. The Non-Qualified Owner shall execute any and all documents necessary for the Transfer.

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

d. The Town shall have the right and option to purchase the Property, exercisable within a period of 15 days after receipt of notice pursuant to Subsection a. hereof, and if the Town exercises its right and option, the Town shall purchase the Property from the Non-Qualified Owner for a price equal to 95% of the Maximum Resale Price, or the appraised market value, whichever is less.

6. Transfer by Devise or Inheritance.

a. If a Transfer occurs by devise or inheritance due to death of an Owner, the personal representative of the Owner's estate or the person inheriting the Property (the "Inheriting Owner") shall provide written notice to the Town within 30 days of the date of death.

b. If the Inheriting Owner is a Qualified Owner, he or she shall provide the Town with documentation proving his or her status as such, and the Town may determine if the Inheriting Owner is in fact a Qualified Owner. If the Inheriting Owner fails to provide the required documentation, he or she shall be deemed a Non-Qualified Owner. If the Inheriting Owner is a Qualified Owner, he or she shall succeed to the Qualified Owner's interest and obligations under this Agreement.

c. If the Inheriting Owner is a Non-Qualified Owner, the Inheriting Owner shall contact the Town to Transfer the Property pursuant to Section 4 hereof.

7. Rental. Nothing in this Section shall preclude a Qualified Owner from sharing occupancy of the Property with other Qualified Tenants on a rental basis, provided that the Qualified Owner continues to comply with this Agreement. Leases of less than 30 days or more than 6 months are prohibited, provided that a Qualified Tenant may renew a 6-month lease without limitation.

8. Breach.

a. It shall be a breach of this Agreement for an Owner, Qualified Buyer or Qualified Tenant to violate any provision of this Agreement, or to default in payment or other obligations due to be performed under a promissory note secured by a first deed of trust encumbering the Property.

b. If the Town has reasonable cause to believe that an Owner, Qualified Buyer or Qualified Tenant is violating this Agreement, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner or Inheriting Owner with 24 hours written notice. This Agreement shall constitute permission to enter the Property during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall notify the Owner, Qualified Buyer or Qualified Tenant of the violation and allow 15 days to cure.

9. Remedies.

a. Any Transfer in violation of this Agreement shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every Transfer, for all purposes, shall be deemed to include and incorporate by this reference the covenants contained in this Agreement, even if the Transfer documents fail to reference this Agreement.

b. The Town may pursue all available remedies for violations of this Agreement, including without limitation specific performance or a mandatory injunction requiring a Transfer of the Property, with the costs of such Transfer to be paid out of the proceeds of the sale.

c. Upon request by the Town, each Owner authorizes the holder of any mortgage or deed of trust against the Property to disclose to the Town if any payments due are delinquent and the duration and amount of such delinquency.

d. Any violation of this Agreement shall cause the Maximum Resale Price to freeze and remain fixed until the date such violation is fully cured.

e. In addition to the specific remedies set forth herein, the Town shall have all other remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy.

10. Foreclosure.

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

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

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

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

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

11. Miscellaneous.

a. Modification. This Agreement may only be modified by subsequent written agreement of the Parties.

b. Integration. This Agreement and any attached exhibits constitute the entire agreement between Buyer and the Town, superseding all prior oral or written communications.

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

d. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

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

f. Assignment. There shall be no transfer or assignment of any of the rights or obligations of Buyer under this Agreement without the prior written approval of the Town.

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

h. No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

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

j. Recording. This Agreement shall be recorded with the Eagle County Clerk and Recorder. The benefits and obligations of the Parties under this Agreement shall run with the land, and shall be binding on any subsequent holder of an interest in the Property.

k. Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Vail Town Council, their now living descendants, if any, and the survivor of them, plus 21 years.

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

TOWN OF VAIL, COLORADO

Dave Chapin, Mayor

ATTEST:

Patty McKenny, Town Clerk

BUYER

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 201_, by _____, as the owner of the Property located at _____ Vail, Colorado 81657.

Witness my hand and official seal.

Notary Public

(S E A L)

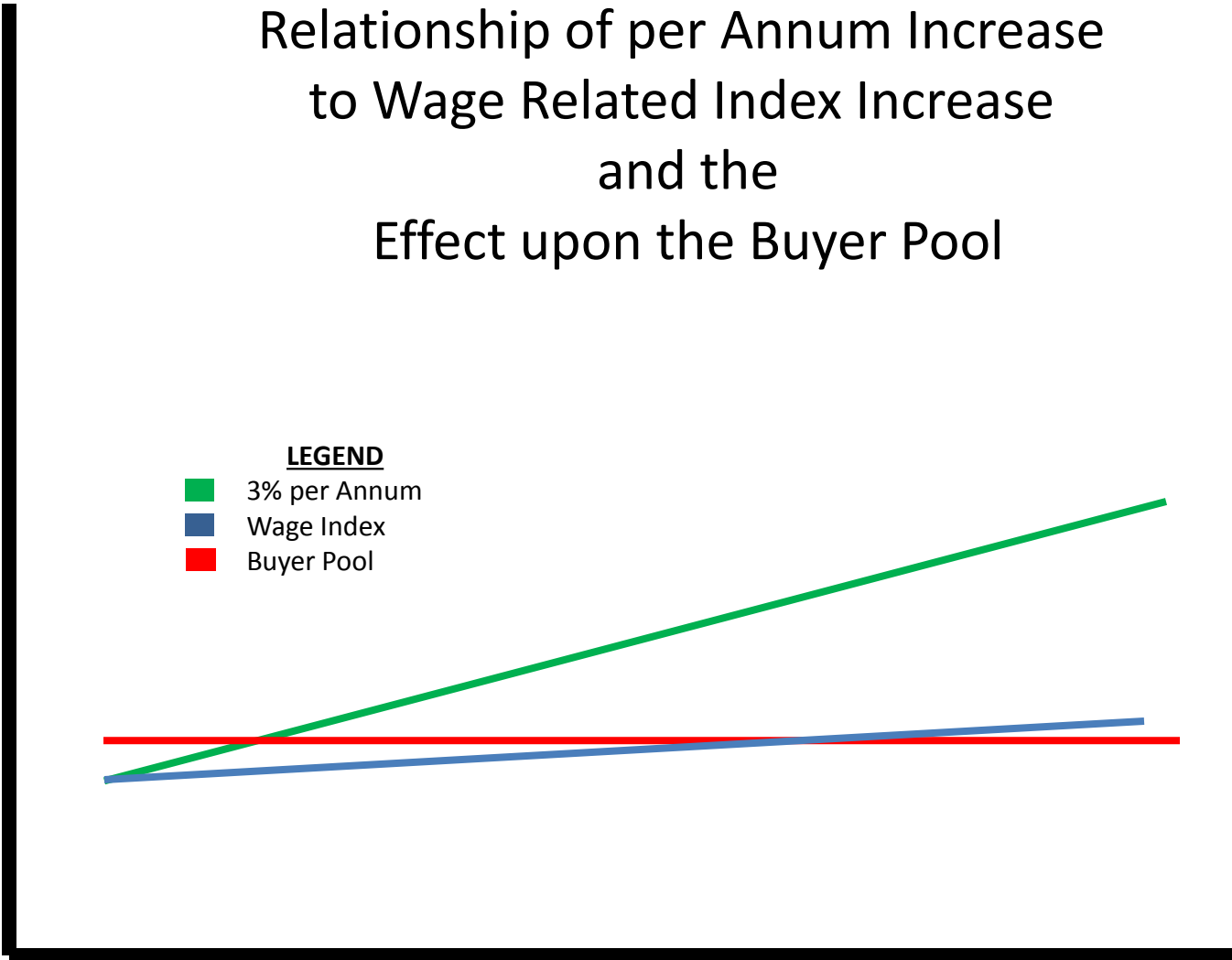
My commission expires:

**EXHIBIT A
LEGAL DESCRIPTION**

Relationship of per Annum Increase to Wage Related Index Increase and the Effect upon the Buyer Pool

+/-

- LEGEND**
- 3% per Annum
 - Wage Index
 - Buyer Pool



Time



Memorandum

TO: Vail Town Council
FROM: Finance Department
DATE: March 7, 2017
SUBJECT: Update on Potential Buyers at Chamonix Housing Development

I. SUMMARY

The purpose of this discussion is to present preliminary results of a third party review of the list of potential buyers of the planned Chamonix Housing Development to Council. Economic & Planning Systems (EPS) was asked to provide a point-in-time evaluation of the depth of future buyers. EPS has worked on affordable housing project developments in numerous communities in mountain settings as well as urban markets.

II. BACKGROUND

Not having enough qualified and interested buyers represents a financial risk to the town. EPS has performed a preliminary analysis of data on interested homebuyers to measure the depth of demand for the project. While this analysis will be completed again when the final homebuyer applications are due March 17, the following are key takeaways from their review:

- 127 respondents to the Homebuyer Questionnaire; 121 of these are considered to be potential homebuyers because they currently live in the area
- 54% from Vail / 35% from Avon/Edwards / 11% renting outside of those locations
- 30% currently own their own home, and 70% are renters
- 67% of respondents are in a 1 or 2 person household
- 45% of respondents have been prequalified to purchase a home
- Half of respondents have an annual income over \$100,000, while 31% earn less than \$75,000.

EPS also looked at a comparison of qualified buyers to the unit types they could afford. That preliminary comparison showed that there is a surplus of qualified buyers for the homes priced between \$400K-\$499K and for the homes priced over \$600K. However, people may purchase a home costing less than what they are prequalified for.

When looking at the unit types they are *interested in*, there appears to be more than adequate demand for the two bedroom units and the largest three bedroom units (3L-2). The smaller three bedroom units, one with a one-car garage and one with a two-car garage have less demand, but potentially may get filled in with buyers previously interested in the largest three bedroom unit.

III. DISCUSSION

While the number and qualifications of interested buyers is promising, there is always risk that interested buyers will ultimately fall out. The town's primary opportunity to reduce exposure is to engage the final homebuyers sooner with a greater degree of commitment from them. EPS has suggested that *“steps the town could take to mitigate this exposure include moving the lottery up, moving the start of modular construction back, or both. It appears the window of time for these shifts could be one or two weeks, which may be a reasonable measure to provide a form of ‘insurance’ for the town. Underpinning a decision involving multiple millions of dollars is good fiscal stewardship”*.

In response to the advice provided by EPS, staff has put together some alternatives for Council's consideration:

- An alternate construction schedule, which will be presented separately in today's discussion
- Move up the date of the lottery
- Adding one more financial commitment during the buyer process:
 - Currently, the buyer is required to submit a \$1,000 reservation fee shortly after the lottery, then a 1% non refundable deposit at the time a purchase and sale agreement is signed (approximately 3 to 6 months prior to closing). The added step would be a \$2,000 non refundable deposit at the time of a specified construction milestone (i.e. topping out of the building). This overall approach should mitigate exposure by keeping the buyer actively engaged multiple times during the process and requiring a total of \$7,000 to \$10,500 prior to closing on the sale of the unit.

The suggestions above allow for better synchronization between the town's commitment to construct and the buyer's commitment to purchase. Correlating these processes will greatly reduce financial risk to the town for the project as a whole.

IV. REQUEST OF COUNCIL

Is Council comfortable with the progress we're making with interested and qualified buyers?

Does Council agree with the suggested ways to mitigate the risk of buyer "fallout"?

Memorandum

To: Vail Town Council
From: George Ruther, Director of Community Development
Date: March 7, 2017
Subject: Chamonix Vail – Alternate Construction Schedules and Lottery Selection Process Recommendation

I. Purpose of this Memorandum

Chamonix Vail has reached the point where a decision is needed to either maintain the construction schedule reviewed with council or delay construction until the Town knows the results of the lottery. Two schedule alternatives are presented below. Staff requires direction on which schedule to finalize the development plan and draft the planned Development Agreement.

Additionally, the Vail Town Council asked the staff to evaluate and propose an alternate lottery selection process from the recommendation forwarded by the Vail Local Housing Authority on December 6, 2016.

The purpose of this memorandum is to present alternate construction schedules and the lottery selection process recommendation for the future construction of the Chamonix Vail development.

II. Alternative Construction Schedules for Consideration

Original Schedule:

The staff and the development team have proposed a development schedule that has been presented to council - most recently on February 7, 2017. We remain on this fast-track schedule, however, at the March 21, 2017 Town Council Meeting we will require authorization to move forward with construction activities that are of significant benefit to the construction plan and budget. The key steps in the current schedule, coupled with the decision milestones that will allow Council to responsibly stay on this schedule, are outlined below:

- Development Team continues with expedited design packages including site, utility and building foundation permit packages. The site and utility permit package will be ready for submission by March 16, 2017.
- On March 21, Staff/Council will review the depth of completed lottery applications. There are more than 147 people who have completed the Home Buyer Questionnaire to date.

- Based on the strength of this market, council authorizes early construction activities beginning on April 3, 2017. These early authorized scopes include the following subcontractors (total value of these contracts authorized are in parenthesis): grading (\$1,375,000), utilities (\$525,000), factory deposits (\$1,340,000), and concrete foundations (\$1,110,000), General Conditions (\$75,000). At this time we would lock in the value of portions of the GMP.
- Of these commitments only \$575,000 of local construction and \$1,340,000 modular deposit will be spent prior to May 10, 2017. **All of these early scopes are work that needs to be done regardless of any phasing plan and the Town will always retain the option to stop construction or change the phasing plan – even with work underway.**
- Finalize coordination with the modular plant and complete Contract Design Package for pricing on April 7. Finalize Guaranteed Maximum Price (GMP) on April 28.
- Run lottery on May 3, 2017. Make final phasing determination and execute the final GMP Development Contract on May 10, 2017 based on the results of that lottery.
- Under this original schedule, we will begin site and utility construction in early April-2017; pour concrete for the first units in early May-2017; deliver the first units in November-2017; deliver final units March-2018.

The benefits and tradeoffs to this approach to development are outlined below:

- Lock down availability of critical early trades. With the extreme demand for work in the valley, we risk losing subcontractors for the job.
- Lock down favorable rates negotiated by the Development Team that are assumed in the budget.
- Commence critical path activities – site, modular deposit, and concrete – to maintain the overall construction schedule and deliver units before the end of the year.
- Reserve spot in Champion factory for early summer construction. To do this we would be committing to Champion with a deposit for the entire project. **Please note that we are not releasing the construction of all boxes – this would not happen until after we receive the state building permit in early June.**
- Build as much of the project as possible in the prime building season including all foundations and modular set/stitch prior to the winter.
- The primary tradeoff to this approach is committing to start the project based on the Lottery Applications vs. Lottery Reservations and prior to having a complete GMP contract.

Alternative Schedule:

The alternate schedule prepared by staff and the Development Team is a more conservative approach that waits until the final results of the lottery to authorize most work. The only items that would commence prior to the final lottery results would be finishing the site grading and utility work that the Town started in Spring 2016. The key steps in this alternate schedule are:

- Council approves grading and utility work to commence in early April. Total scope of work \$1,900,000. Only \$575,000 completed prior to lottery.
- Complete GMP construction documents for all construction in April 7.
- Run lottery selection process and reserve homes May 3.

- Determine phasing and sign the GMP on May 10. Council authorizes final GMP and Champion deposit based on lottery results.

The benefits and tradeoffs of this alternate schedule are outlined below:

- Only minimal and essential land development activities released prior to the GMP. Town does not commit to the vertical construction until we have best information available.
- Risk losing availability and favorable pricing from critical structural subs. Estimated cost impact \$290,000 or \$9,100 per unit.
- Risk losing place in line at Champion Factory. Unknown schedule delay.
- Exposure to winter conditions for building foundations and exterior. Estimated cost impact \$125,000 or \$3,900 per unit. The actual cost is unknown.
- Increased project duration and general conditions. Estimated cost impact \$100,000. Increased or \$3,100 per unit.
- Under the alternate schedule we will still commence site and utility work in early April-2017; pour concrete for the first units in late June-2017 (assuming availability). Complete first units January-2018 (assuming best-case Champion scheduling). Finish last units late May-2018.
- Total estimated cost increase with this approach could be \$515,000 or \$16,100 per unit.

Please note that under both scenarios, staff is requesting to get started with grading and utility work in early April-2017 to complete the site preparation work for the new neighborhood. This activity completes the infrastructure work already begun in the Spring of 2017 and is required for the neighborhood regardless of which approach is selected.

Based on the chosen schedule, Staff will prepare a Development Agreement for consideration on March 21, 2017 that reflects this approach to development.

III. Lottery Selection Process

Demand for purchasing a new home in the Chamonix Vail development is high. Presently, more than 147 people have expressed an interest in the 32 new homes slated for development at the Chamonix Neighborhood. With current demand trending towards exceeding the available supply, the Town staff recommends the Town of Vail conduct a lottery process for selecting the future buyers of the new homes at the Chamonix Neighborhood.

Further, the Town staff recommends that the lottery selection process include the following requirements for participation:

- Completion of a Chamonix Vail Home Buyer Qualifying Application.
- Demonstrated ability to comply with the terms of the deed restriction if selected for home purchase.
- Demonstrated ability to secure financing for the home type(s) desired.
- Signed acknowledgement of acceptance of the terms of the Chamonix Vail Reservation Agreement and Purchase/Sale Agreement.
- Demonstrated participation and successful completion of a Town of Vail or Valley Home Store sponsored Homebuyer Education Class within the previous 12 months.

- One chance per household for the one home type desired in the lottery selection process per Qualifying Application.
- Creation of a Chamonix Vail Home Buyer Wait List to address situations of selected home buyers “*falling out*” of the home purchase process.

Given the stated development objectives of the Chamonix Vail development, the Town staff continues to recommend that the selection process not include a weighted preference towards place of residency or place of employment. Instead, a true lottery selection process whereby each participant shares an equal chance of being selected is recommended.

The recommended lottery selection process is outlined below:

- The Chamonix Vail Lottery Selection will be conducted at 6:00 pm on the evening of May 3, 2017 at the Donovan Pavilion.
- The deadline for submitting a complete lottery application to the Town of Vail Community Development Department is 5:00 pm, Friday, March 17th.
- Prior to the lottery selection, the Town will verify that applicants have submitted the required paperwork and send an email confirmation and lottery invitation to each approved participant. We also ask that each participant predetermine which home type(s) (i.e. 2-1, 2-2, 3-1, 3-2, and 3L-2) they intend to reserve and purchase if selected. We will use this preferred home(s) information after the lottery selection process has concluded if homes become available due to “*fall out*”.
- On May 3rd, the evening of the lottery, each lottery participant will receive one (1) entry into the lottery selection pool.
- Lottery winners will then be drawn one at a time.
- Upon selection, each lottery winner will be asked to come forward to select the home (both type and location) they intend to reserve and purchase. If a home is selected, the winner will have 24 hours to execute a reservation agreement and provide a \$1,000 nonrefundable reservation fee to the Town of Vail. Lottery winners will later be asked to sign a Purchase and Sale Agreement with a 1% deposit, followed by a 0.5% deposit at a predetermined construction milestone that is 90 days prior to completion of their unit.
- To keep the lottery moving, each winner will have up to three (3) minutes to make a home selection or pass on making a selection and go to the Chamonix Vail wait list. If all the homes for which a lottery winner is prequalified to purchase have already been reserved, the winner will be given the option to have their name placed on the Chamonix Vail wait list for the home type they would reserve and purchase if it comes available later due to “*fall out*”.
- Names will go onto the wait list in the order in which they are drawn.
- This process will continue until all of the homes have been selected for reservation and purchase. Once all the homes have been selected, the lottery will conclude.
- Any future possibility to reserve and purchase a home will come from the persons whose names are on the Chamonix Vail wait list.
- The new lottery winner from the wait list will be given 24 hours to confirm whether they would like to reserve and purchase the home before moving on to the next lottery participant on the wait list.
- This wait list will be used until all new homes at Chamonix Vail are under contract and sold.

It's recommended that all lottery participants come to the lottery on May 3rd with a prepared and prioritized list of homes (i.e. type and location) they would reserve and purchase if their name is selected in the lottery.

IV. Vail Town Council Instruction

The Development Team is prepared to move forward with either of the construction schedules and outlining the specific procedures for a lottery selection process for the Chamonix Vail development. At this time, the Team is seeking instruction from the Vail Town Council on alternate construction schedule options and the lottery selection process.



VAIL TOWN COUNCIL AGENDA MEMO

ITEM/TOPIC: Adjournment 8:05 p.m.