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March 17, 2015

Via: Federal Express and Email

Amy C. DeVan
State of Colorado
Independent Ethics
1300 Broadway, Suite 240
Denver, CO 80203
Amy.devan@state.co.us

Re: Douglas Seabury

Dear Ms. DeVan:

This firm represents Douglas Seabury in connection with the Complaint referred to in your February 17, 2015 correspondence to Mr. Seabury.

GENERAL RESPONSE

Mr. Seabury denies several of the allegations in the Complaint but generally responds that he promptly disclosed and re-paid airline expenses and has now reimbursed other travel expenses which are the subject of the Complaint. To the extent that the Complaint alleges a conflict of interests, Mr. Seabury asserts that he at all times has appropriately distanced himself from any potential conflict of interests.

Mr. Seabury specifically denies paragraphs 8, 9, 11 and 13 of the Complaint. With regard to allegations in Paragraph 8, Mr. Seabury never discussed with Pam Boyd what he had to eat or drink during the Florida trip. With regard to allegations in paragraph 9, Mr. Schlosser has not secured any listing agreements with Haymeadow. With regard to allegations in paragraph 11, Mr. Seabury disclosed the trip to two Town Trustees, Andy Jensen and Kevin Brubeck, and Town Engineer Tom Gosiorowski

on November 3 and 4, 2014. With regard to allegations in Paragraph 13, Mr. Seabury never asked the Town to reimburse him for the trip; this was suggested by the Town Attorney and co-Trustees and was later reconsidered when the "Gift Ban" issue arose.

FACTS

Mr. Seabury was elected to the Eagle Board of Trustees (the "Board") in April, 2014. Mr. Seabury is a realtor and since 2009 has been a business partner with Scott Schlosser as a broker/agent for Eagle Valley Realty, LLC ("EVR") d/b/a Access Real Estate ("Access"). Mr. Seabury owns Seabury Sales, LLC ("SS") and SS has a 50 percent membership interest in EVR. Mr. Schlosser owns Real Estate Sales, LLC ("RES") and RES has a 50 percent membership interest in EVR. Prior to 2009 and since 2000 Schlosser was the sole member of EVR.

In 2006, EVR had a listing agreement with the seller of the 660 acre parcel referred to in the Complaint and herein as the Haymeadow Property. In 2006, the Haymeadow Property was sold to the current owners, Abrika, Inc., ("Abrika") with EVR as the seller's agent. In March, 2014, i.e., prior to Mr. Seabury being elected to the Board, Abrika's proposal for a Planned Unit Development ("PUD") was approved for, among other things, the construction of 837 dwelling units on the Haymeadow Property (the "Development"). The PUD required Abrika to make certain progress going forward within five years of the PUD approval, or the Town could rescind the approval. Mr. Schlosser had maintained a relationship with Abrika in anticipation of Abrika giving EVR listing agreements for real estate parcels when and if the Development moved forward. This was the cornerstone of Mr. Seabury's business relationship with Mr. Schlosser and EVR, and all Town staff and co-Trustees at all times have been well aware of this.

In October, 2014, Al Cohen, Abrika's principal owner, informed Mr. Schlosser that Abrika was

losing interest in pursuing the Development because of what Abrika perceived as inattentiveness by the Town related to the Development moving forward. Mr. Cohen specifically complained that his phone calls and phone calls from other Abrika representatives had not been returned by Town staff.

On or about October 21, 2014 Mr. Schlosser asked Mr. Seabury and Eagle Mayor Yuri Kostick to travel with Mr. Schlosser to meet with Mr. Cohen at Mr. Cohen's house in Orlando, Florida and provide assurances to Mr. Cohen that the Town continued to support the Development. The Board had taken no action on the Development since approving the PUD and there were then no Development-related matters before the Board. Mr. Seabury at all times intended to recuse and distance himself from any Development-related matters before the Board and any potential conflicts of interest, and has said to multiple Board Trustees, "I've never voted on Haymeadow and never will."

On October 29, 2014 Messrs. Seabury, Schlosser and Kostick flew to Orlando. Abrika paid for the airline tickets and car service to and from the airport. The three met with Mr. Cohen to discuss the Development, stayed at a guest house at Mr. Cohen's residence, and received meals, snacks and beverages at Mr. Cohen's residence. On November 1, Saturday, the three flew back to Colorado. On November 3, Mr. Seabury contacted Messrs. Jensen, Brubeck, and Gosiorowski, met with them on November 3 and 4, and told them about his trip and Mr. Cohen's concerns. Mr. Seabury understands that Mr. Kostick promptly contacted Trustees Anne McKibbon, Sarah Baker and Luis Benetiz upon his return from Florida.

On December 9, 2014 the Board heard its first matter on the Development since Mr. Seabury was elected. Trustee Sarah Baker made a motion to enter into an executive session to conference with the Town Attorney for the purpose of receiving legal advice on reimbursement to Messrs. Seabury and

Kostick for their Orlando travel expenses. A copy of the December 9, 2014 meeting minutes is attached as Exhibit 1. Messrs. Kostick and Seabury abstained. The Town voted not to reimburse the expenses.

On January 13, 2015 Trustee Baker made a motion to enter into executive session to consult with legal counsel regarding possible conflicts of interest of Messrs. Seabury and Kostick because of the Orlando trip. Messrs. Seabury and Kostick then informed the Board that they recused themselves and would recuse themselves in the future on all discussions and votes concerning the Development. Messrs. Seabury and Kostick did not participate in the executive session. A copy of January 13, 2015 meeting minutes is attached as Exhibit 2.

DISCUSSION

Mr. Seabury was previously unaware of Gift Ban rules and regulations, and has paid back Abrika for airline tickets, the car service and food and beverages he was provided. The exchange has been disclosed to the Town. Mr. Seabury has never voted or acted as a Trustee on any Development-related matters. By recusing himself from any such matters and publicly recusing himself from any future Development-related matters, Mr. Seabury has appropriately distanced himself from any potential conflicts of interest.

CONCLUSION

Mr. Seabury respectfully requests the Commission to find that under the circumstances there have been no ethical violations in this matter.

Sincerely,



Brett Steven Heckman