



Town Board of Trustees
Tuesday, October 11, 2016
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

6:00 PM – REGULAR MEETING CALLED TO ORDER

PUBLIC COMMENT

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

PRESENTATIONS

1. Chris Romer, Vail Valley Partnership
 - a. Request for Affordable Housing Support, Proposed Resolution;
 - i. Resolution No. 47, Series 2016 A Resolution of the Board of Trustees of the Town of Eagle, Colorado, in Support of Workforce Housing Ballot Issue 1 A
 - b. EGE Air Alliance Funding Request
 - c. Vail Valley Partnership and Vail Valley Economic Development Funding Request
 2. Kathy Chandler Henry County Commissioner
 3. Mike Pisciotta, Mean Streets Boxing Update
-

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

1. Minutes – September 27, 2016
 2. September Bill Paying and Payroll
 3. Resolution No. 50 Series 2016 - A Resolution of the Town of Eagle, Colorado, Amending the Town of Eagle 401(K) Retirement Plan and Trust
 4. Resolution No. 51 Series Of 2016 A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving A Development Plan For The Construction Of A Fourplex, A Triplex And One Single Family Home On Parcel B Of The Creekside Lofts Final Plat Within The Town Of Eagle; Approving A Development Improvements Agreement, Dated October 11, 2016 , Between The Town And ERLI Lot 2, LLC; Approving A Site Specific Development Plan Establishing A Vested Property Right Pursuant To Article 68 Of Title 24, C.R.S. And Section 4.17.030 Of The Eagle Municipal Code; And Authorizing the Issuance Of A Major Development Permit For Said Property
 5. Resolution No. 52 Series Of 2016 - A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Appointing Jamie Harrison, Charlie Perkins And Kyle Hoiland To The Town Of Eagle Planning And Zoning Commission
-

DECISIONS, DISCUSSION OR DIRECTION REQUESTED

1. Set 2017 Budget Hearing for November 8, 2016 and Discussion
 2. Ordinance No. 28 Series of 2016 - An Ordinance of the Town of Eagle, Colorado, Approving A Subdivision Within the Town of Eagle to Be Known as Brush Creek Village Townhomes, Phase 10; And Approving A Site
-

STAFF UPDATES AND REQUESTS

1. Town Manager Update
 2. Liquor License Administrative Approvals
 3. Third Quarter Sales Tax Data
-

EXECUTIVE SESSION – Open Space - to hold a conference with the Town’s Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b)

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

1. Mayor’s Update
-

CORRESPONDENCE

1. Red Ribbon Project Thank You
 2. Vail Valley Charitable Fund Thank You
 3. Bravo Vail Partnership Final Report
-

ADJOURN

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



Jenny Rakow, CMC Town Clerk

Vote Yes on 1A: Keep Locals Local

Vote “YES” on 1A: Keep locals...local

Frequently Asked Questions (FAQ's)

Issue 1A outlines a multi-pronged strategy to the creation of new affordable homes in towns and communities throughout Eagle County. Passage of Issue 1A will help keep locals local by allowing individuals and families in stay in Eagle County through improved access to housing.

Q: Why do we need a funding source for affordable workforce housing?

A: We have a significant housing problem. We need 4,500 housing units today and will need a total of 12,000 by 2025 to house our workforce. (source: Eagle County Housing Assessment). As housing prices increase far faster than area wages, our resort brands create an international demand for limited housing stock, and high land prices make free-market development of affordable units financially unviable to developers.

Q: What is the definition of affordable housing and whom will it serve?

A. Housing is considered affordable to a household if it costs no more than 30% of a household's income. Household income is typically shown as a percentage of the Area Median Income (AMI). At 100% of AMI, our current affordability gap is \$234,310; even at 140% of AMI, our affordability gap is \$97,600. As a result, affordable housing will serve a large portion of our working class population.

Q: How much will this cost? How much will it raise?

A: 1A is asking for approval for a 3/10 sales tax – that's \$0.03 sales tax on every \$10 purchase (exempting groceries). It is estimated to raise \$5,400,000 per year to help address our housing issues.

Q: Who will this benefit?

A: We are all touched by Eagle County's affordable workforce housing crisis. Affordable workforce housing benefits the entire community. Businesses benefit through increased employee retention and recruiting. Employees benefit through more affordable living situations. Individuals benefit through home ownership tax credits. Communities benefit through the creation of year-round residents and the ability to have police, fire fighters, teachers, nurses, and other professionals live closer to work.

Q: Why is this a problem now?

A: Housing costs threaten our business community. In fact, 69% of business operators indicate that the housing situation negatively impacts their ability to hire and retain employees and this issue is mentioned frequently when asked about additional resources that are needed. (Source: 2016 Eagle County Workforce Study). There is a point at which our

Vote Yes on 1A: Keep Locals Local

businesses will be unable to expand because they will not be able to fill the jobs needed to grow. There is a cost to not building workforce housing.

Q: How will this money be used?

A: There's no silver bullet solution to our housing crisis; as a result, 1A will allow for a variety of uses including new construction of deed restricted housing for owners (i.e., Miller Ranch), deed restricted housing for renters, down payment assistance programs, public-private partnerships with developers, unit buy-downs and adding deed restrictions to existing properties, land banking, and more. We need to find any tool we can use to put more units into the long-term housing pool.

Q: What are current vacancy rates?

A: Apartment vacancy rates are near zero (source: Polar Star Properties) and the affordability gap on free-market homes exceeds \$234,000 for a standard family at 100% of the area median income (Eagle County Housing Assessment).

Q: How do our current taxes compare to the national average?

A: 1A would increase our sales tax by 0.03% (three cents on ten dollars, exempting groceries). Five states do not have statewide sales tax. The lowest non-zero state-level sales tax is in Colorado, at 2.9%. All other states have higher state sales taxes. Combining state and local taxes, Colorado's average sales tax is 7.5%, ranking 16th in the nation. Eagle County's average sales tax is lower (and will remain lower with the passage of 1A) than other mountain resort communities including Grand, Gunnison, and Pitkin and is slightly higher than Summit and Route County.

Q: Won't this just increase our cost of living, increasing the cost to live in Eagle County?

A: A sales tax of three cents on every ten dollars is estimated to cost the average family approximately \$150 per year (\$35-50 per person) and exempts grocery sales. Of course, much of our sales tax is collected from visitors and second homeowners. Local wages have increased, but not at the same level as real estate appreciation, leading to increased affordability gap in home prices. 1A creates an opportunity to keep locals local, and create more workforce to fill local jobs.

Q: Who is in charge of the funds?

A: As a county-wide sales tax, the ultimate authority for use of the funds lies with the elected Board of County Commissioners. This is similar to the Eco-Transit/Eco-Trails and Open Space funding models, both of which utilize a citizen advisory board to provide guidance and feedback to the elected officials.

Vote Yes on 1A: Keep Locals Local

Q: What are other resort communities doing?

A: A lot! Aspen, Boulder, Mountain Village, Summit County, and Telluride all have sales taxes in place for affordable workforce housing. Boulder also has a property tax and development excise. Aspen also has a real estate transfer tax, and numerous counties and cities have additional housing impact fees.

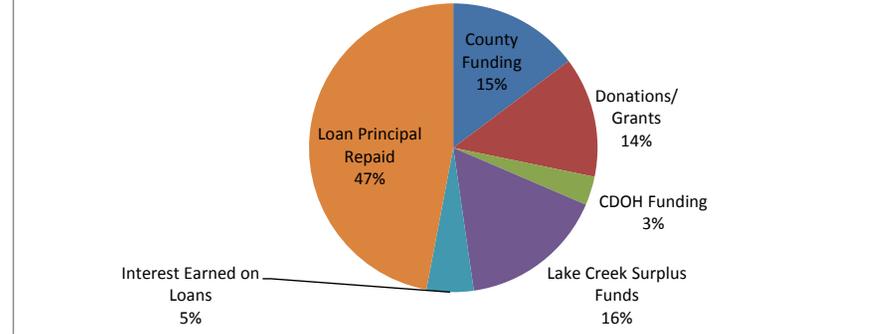
Downpayment Assistance Loans
Program Outcomes

	1998-current
Total Families Assisted	442
Loans Deployed into Community	\$ 5,591,042
Value of Real Estate Leveraged	\$ 99,351,141
Average Loan Amount	\$ 12,649
Average Area Median Income	90.90%
Loans Loss Rate	4.4%

Total Sources of Funds for Program

Funding Source	\$ Amount	% of Total
County Funding	\$ 875,000	15%
Donations/Grants	\$ 799,290	13%
CDOH Funding	\$ 191,234	3%
Lake Creek Surplus Funds	\$ 965,000	16%
Interest Earned on Loans	\$ 312,411	5%
Loan Principal Repaid	\$ 2,788,466	47%
Total Funding	\$ 5,931,401	100%
Less: Loans Made	\$ (5,591,042)	
Current Cash Balance	\$ 340,359	

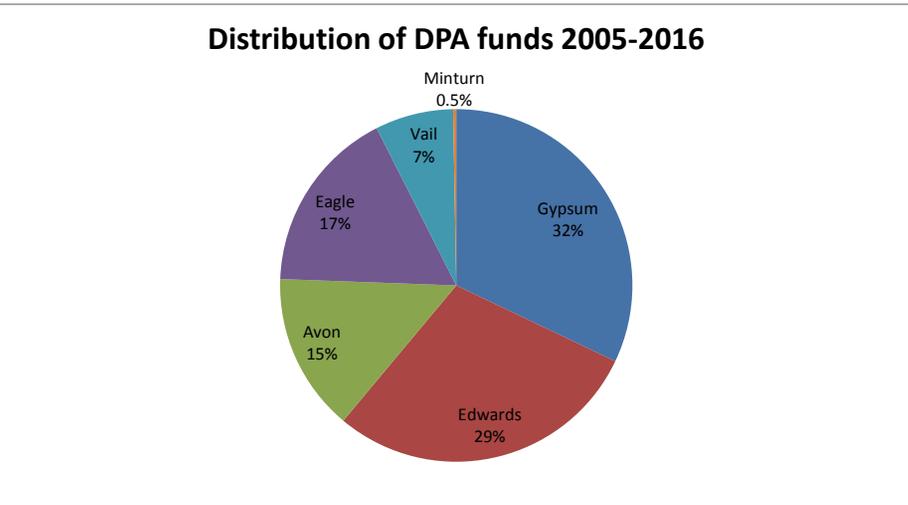
Sources of Funds for Down Payment Assistance Loans



DPA Loan Portfolio by Location

	# Loans	Total Loan		Value of Homes Purchased
		Amount		
Countywide	159	1998 - 2004		\$ 26,323,128
		\$ 1,570,733		
Gypsum	88	2005-2016		\$ 24,188,602
		\$ 1,289,709.00		
Edwards	77	\$ 1,165,851.00		\$ 19,100,374
Avon	50	\$ 582,869.00		\$ 12,687,417
Eagle	43	\$ 681,770.00		\$ 11,817,315
Vail	23	\$ 288,610.00		\$ 4,904,305
Minturn	2	\$ 11,500.00		\$ 330,000
Total	442	\$ 5,591,042		\$ 99,351,141

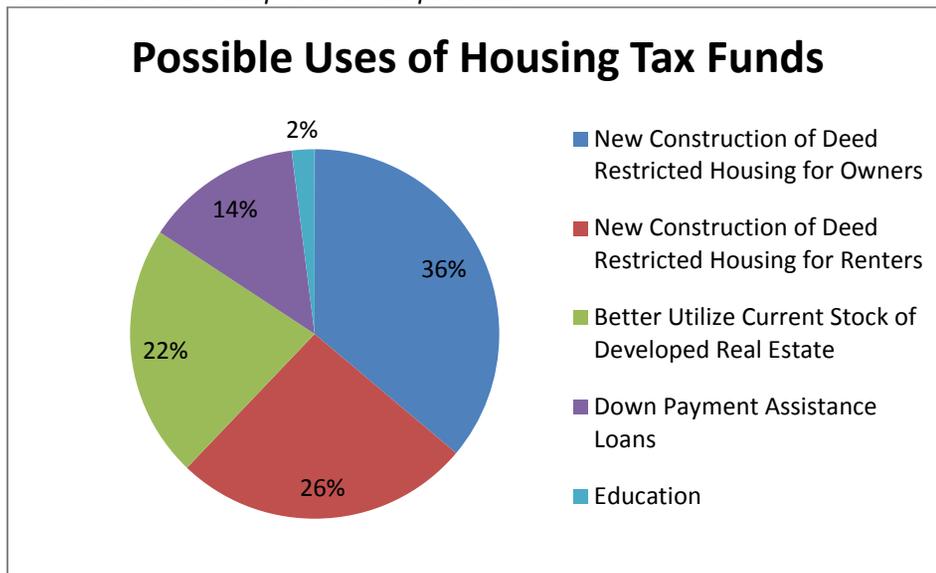
Distribution of DPA funds 2005-2016



Why do we need affordable housing?

- Eagle County has a significant housing problem. We need 4,466 housing units today and will need a total of 11,960 by 2025 to house our workforce.
- 50% of homeowners and 46% of renters pay too much towards their mortgages and rent.
- People move out of Eagle County when they reach their early 30's and don't stop leaving until their early 60's. We are losing people in their peak earning years. Many attribute this, in part, to a lack of housing affordable to these employees. Losing employees costs local businesses a lot of money.
- Shelter is a basic need. The success of families, children in school, and employees is greatly improved when they have a safe, warm place to call home.

What is needed to help reduce the problem?



How can we make it happen?

New Construction of Deed Restricted Housing for Owners

- Increase the availability of deed restricted ownership housing in the community (example of Miller Ranch)
- Partner with private and other public entities

- Strategic land acquisition – in locations where workforce housing development is appropriate based upon proximity to jobs and transportation as well as community desires
- Create incentives for developers to build affordable units

New Construction of Deed Restricted Housing for Renters

- Increase the availability of deed restricted rental housing in the community (example of Lake Creek Village Apartments)
- Long term leases to workforce, seniors, and special needs populations
- Partner with private and other public entities
- Strategic land acquisition – in locations where workforce housing development is appropriate based upon proximity to jobs and transportation as well as community desires
- Create incentives for developers to build affordable units

Better Utilize Current Stock of Developed Real Estate

- Improve the quality and affordability of housing in Eagle County
- Acknowledging that land in Eagle County is limited, acquire and renovate existing properties to be converted into workforce housing
- Purchase deed restrictions for existing properties
- Unit buy-downs to keep units affordable to employees within the county
- Preservation of existing deed restrictions
- Short term rental buy-backs

Down Payment Assistance Loans

- Leverage dollars to make housing purchases and monthly payments more affordable to our workforce
- Work with real estate agents and lenders to ensure widespread knowledge and usage of program

Education

- Home buyer education
- Renter and homeowner education
- Education of lenders, appraisers, real estate agents and others regarding housing programs
- Credit counseling and foreclosure prevention counseling



September 1, 2016

John Schneiger, Town Manager
The Town of Eagle
PO Box 609
Eagle, CO 81631

Dear John and Honorable Town of Eagle Trustees:

On behalf of the EGE Air Alliance Board of Directors, I want to thank you and the Town of Eagle. The Town of Eagle has been great supporter of the Alliance in many ways, and we truly appreciate our ongoing partnership.

In 2016, the EGE Air Alliance secured the United summer Houston flight for a third year. The Alliance continued to research and gauge opportunities related to potential long-term funding for its efforts. Eagle’s 2016 contribution of \$5,000 helped the Alliance with both of these critical strategic goals.

Heading into 2017, the Alliance hopes to raise in excess of \$550,000 from its growing coalition of private and public sector supporters. As part of this effort, the EGE Air Alliance respectfully requests **\$5,000 from Eagle** for flight service programs in 2017. As in prior years, the Alliance’s funds will be used to attract new flight service, to provide continued support for developing markets, and to establish long-term funding.

Flight Guarantee Programs 2017:

Market	Airline	Frequency	Total # flights	Total Available Seats	Estimated Passengers
Houston	United	3x/week	24	2,832	1,897
Washington, DC	United	1x/week	15	1,770	1,151
Phoenix	American	3x/week	45	2,970	1,931

Funding will support the above markets, which are estimated to bring in **4,740** new passengers through the Eagle County Regional Airport. Based on the RRC Associates intercept study, EGE winter users spend an average of \$2,134 per guest and summer guests spend an average of \$1,257, resulting in an estimated economic impact to Eagle County’s economy as a direct result of the *new* flight markets (Washington, DC, Phoenix) and the continued Houston service equal to **\$8,888,740**.

Our public partner funding requests for 2017 are:

- Eagle County: \$150,000
- Town of Vail \$75,000

RESOLUTION NO. 47
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO, IN SUPPORT OF WORKFORCE HOUSING BALLOT ISSUE 1 A

WHEREAS 69% of the business community in the Vail Valley Partnership 's annual Workforce Study has recognized affordable workforce housing as a significant and major problem;

WHEREAS the TOWN OF EAGLE recognizes the need for a regional approach to addressing affordable workforce housing;

WHEREAS the TOWN OF EAGLE has determined that it is in the best interest of the community to address affordable workforce housing;

WHEREAS issue IA addresses affordable workforce housing in Eagle County through an 'all of the above' approach including:

- PROVIDING AND IMPROVING THE QUALITY, AVAILABILITY, AND AFFORDABILITY OF HOUSING IN EAGLE COUNTY
- PROVIDING DOWN PAYMENT ASSISTANCE LOANS FOR HOME OWNERSHIP
- ACQUIRING LAND FOR FUTURE HOUSING UNITS AFFORDABLE TO THE WORKFORCE
- INVESTING IN PRIVATE/PUBLIC PARTNERSHIPS FOR THE PROVISION OF WORKFORCE AND AFFORDABLE HOUSING
- RELATED HOUSING PROGRAMS AND SERVICES;

NOW, THEREFORE, BE IT RESOLVED that the TOWN OF EAGLE offers their public support for Ballot Issue 1 A

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

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Ann McKibbin, Mayor



- Beaver Creek Resort Company: \$75,000
- Town of Gypsum: \$75,000
- Town of Avon: \$20,000
- Town of Eagle: \$5,000

Long-Term Funding:

Alliance partners have expressed the need for a long-term funding source for new flight opportunities to and from the Eagle County Regional Airport. Our competitors in other resort markets are already a step ahead of us in implementing various long-term funding streams.

The EGE Air Alliance has made this strategic objective a priority, hosting numerous public meetings, stakeholder presentations, and phone surveys. While our public education campaign did have an impact on awareness and support of public funding for minimum revenue guarantees, support is not currently at a level to justify a ballot initiative in 2016. We plan to pursue public education efforts on the economic impacts of the Eagle County Regional Airport and to pursue the possibility of creating a special district with our state legislative representatives in the 2016 session, with hopes of a potential ballot issue in 2017 or 2018.

The Alliance thanks Town of Eagle for its vital participation, and we hope that we can again count on you for continued support of our efforts in 2017.

We welcome your comments and questions, as well as the opportunity to meet with the Town Trustees to review EGE Air Alliance's efforts and results to date in greater detail. Thank you for your consideration and your continued support.

Michael S. Brown, Board President
EGE Air Alliance



John Schneiger, Town Manager
The Town of Eagle
PO Box 609
Eagle, CO 81631

Dear John and Honorable Town of Eagle Trustees:

Vail Valley Partnership (VVP) & Vail Valley Economic Development (VVED) contribute to the strength and vitality of our communities through our programming and business support services. We seek to build strong partnerships and create lasting value in our communities by developing and coordinating programs that address key community needs and enhance the economic vitality of the Vail Valley and the individual communities within the valley.

We continue to encourage activities and to provide programming and services that promote community development. Our programmatic activities include, but not limited to; economic development, educational offerings, business services, tourism promotion, and facilitating continued community collaboration. These programs positively impact the business community through information, costs savings, and business resources.

We rely on public and private support to initiate and continue this programming, and thank you for the opportunity to present a funding request as part of your 2017 funding cycle and annual budget. Please accept the following as our funding outline for Vail Valley Partnership & Vail Valley Economic Development.

Our Vision & Mission

The vision of Vail Valley Partnership is to develop and enhance the economic vitality of the Vail Valley. Aligned with this, the mission of Vail Valley Economic Development is to promote the long-term economic health of Eagle County and solidify an economic base that is strong, diverse, and resilient.

Together, we're focused on building and sustaining a business-friendly community that is welcoming, supportive and appreciative of the businesses that make our legendary quality of life possible.

We are here to promote the long-term economic health of Eagle County. We're here to bridge the gap between business and government and ensure that both businesses and government partners are connected with the resources needed to succeed.

Regional Chamber of Commerce

Objective: To enhance business vitality of member businesses by providing robust benefit programs consisting of educational events, signature programs, networking opportunities & marketing tools.

How we meet our objectives:

1. Connect members to members
2. Provide access to new collaborative opportunities
3. Facilitate cooperation between members
4. Create stronger community collaboration

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Current Year

In 2016, Vail Valley Economic Development's efforts, as supported by Eagle County and local municipal and special district partners, have focused on the following areas:

- 1. Strategic Plan Revision and Continued Implementation.** This included an update to the 2013 plan and continued facilitation in leading efforts to implement the various action plan items outlined and detailed in the Eagle County Economic Development Plan. 
- 2. General Economic Development Inquiries and Promotions.** This includes providing information as requested to potential new businesses in the area, and providing accessible economic development information through a new, dedicated economic development focused website.
- 3. Regional Collaboration and Coordination.** This includes focused and regular actions designed to bring together elected officials and private industry representatives from all areas in the Eagle River Valley.
- 4. Research.** Research activities include regular tracking of a set of standard economic, demographic, labor force and real estate indicators. We also conduct an annual Workforce Survey with local business to produce our Annual Workforce Report.

2016 Key Accomplishments

- 1. Maintain and Grow the Eagle County Business Brand**
A community led process resulted in the launch of Vail Valley Economic Development in 2015. The language of the brand has been communicated to our targets via a new countywide business development website at <http://vailvalleymeansbusiness.com>.
- 2. Implementation of a Business Retention & Expansion program (BRE)**
SmartBusiness Eagle County is a coordinated network of communication and action. This is a formal program that will effectively listen to local businesses needs and will act on what is heard. Details can be found at <https://vailvalleymeansbusiness.com/about/services/smartbusiness-eagle-county-program/>. Over 60 business retention visits will be held in 2016.
- 3. Implementation and Maintenance of a 'Trailing Spouse' Program**
In partnership with the High Country Human Resource Association and Vail Valley Partnership, MyPartner Career Network (MPCN) makes it easier for local businesses to recruit and retain great employees by helping find employment, when needed, for spouses or partners of prospective employees to help their families better integrate into our community. Details can be found at <https://vailvalleymeansbusiness.com/about/services/mypartner-career-network/>



4. Business Services through Vail Valley Economic Development

Key YTD business results:

- 44 business inquires serviced through August 22, 2016

5. Launch of Local Insite Commercial Property Tool

All Eagle County commercial property listings available within the Vail Multi-List Service are now available on the VailValleyMeansBusiness.com site. This was made possible through collaboration with Vail Board of Realtors. The tool allows visitors to visit www.vailvalleymeansbusiness.com to find up-to-date local area data and demographics information, general community and local area information and available commercial properties (both buildings and sites) all in one place. The tool helps us more effectively showcase available commercial properties to those who are actively looking at business and entrepreneurship opportunities in Eagle County.

6. Economic Development Leadership Council

The Economic Development Leadership Council is a volunteer group of 26 geographically diverse business leaders from various industries who help formulate key policies and strategic goals and who steward the economic development effort in the Vail Valley. This group helped provide strategic vision to the revised economic development plan, and provided feedback utilized by Northwest Colorado Council of Governments for their updated economic development plan update.

7. Vail Valley Partnership named “Chamber of the Year”

VVP was recognized by the Association of Chamber of Commerce Executives as “Chamber of the Year”. The award recognizes chambers for their work leading businesses and communities as well as excellence in operations, member services, and community leadership.



8. Implementation of NEXT Vail Valley emerging leaders program

48 emerging leaders participated in four distinct leadership tracks, meeting monthly with established community leaders. The NEXT program was developed to provide mentorship and leadership growth opportunities to the next generation of community leaders, and has been met with enthusiasm and positive feedback from participants and community leaders. The NEXT Alumni group (program graduates) is being utilized for mentorship programs and other outreach to the school system.

9. Comprehensive Valley Wide Calendar of Events

VVP offers complimentary event listings in our event calendar on VisitVailValley.com (events targeting leisure visitors) and VailValleyPartnership.com (events targeting the local audience). This service allows event producers to upload their events to the appropriate calendar to reach a wider audience and to supply users with a comprehensive list of events throughout the valley.

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10. Co-hosted Eagle County Schools/Vail Valley Rotary Clubs/Vail Valley Partnership Career Fair for high school students and Co-Hosting Winter Job Fair with Colorado Workforce Center & Colorado Mountain College.

The Partnership coordinated all business participants for the annual high school career fair, which had over 500 student participants and over 100 Vail Valley business and non-profit organizations represented. We hosted a winter job fair along with the Colorado Workforce & Colorado Mountain College. Lastly, we worked with Eagle County Schools to develop a job-shadowing program for high school students.

12. Partnership with American Express’ “Small Business Saturday” program

Small Business Saturday is celebrated on the Saturday after Thanksgiving. This year's Small Business Saturday is November 28th, 2015. Vail Valley Partnership has been selected by American Express to be a “neighborhood champion” for the Vail Valley. We’ll be visiting all business areas within the valley to distribute Small Business Saturday promotional materials, and encouraging the local community to support our business community. Details are available at

https://en.wikipedia.org/wiki/Small_Business_Saturday



Economic Development

The updated Eagle County Economic Development plan was approved and adopted by the Board of County Commissioners in February, 2016. Vail Valley Partnership, through Vail Valley Economic Development, leads countywide implementation of this plan in partnership with Eagle County Government, local municipalities, and special districts, providing a public/private bridge to better service business needs and encourage local economic vitality.

To promote the long-term economic health of Eagle County and solidify an economic base that is strong, diverse, and resilient our communities must:

1. Retain and expand current businesses and;
2. Recruit new businesses.

Economic Development

Objective: To lead efforts of economic growth in terms of wealth generation, economic diversification, job creation & preservation and building the local tax base.

How we meet our objectives:

1. Facilitation of business retention & expansion program
2. Lead regional engagement and collaboration efforts
3. Create & market Eagle County business brand
4. Implement economic development plan

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The plan targets 5 Core Objectives to position Eagle County’s economy for long-term success and to achieve local area Economic Health. The five core objectives are:

<p>Goal 1: Build a Business-Friendly Eagle County</p>	<p>Goal 2: Create and Market an Eagle County Business Brand</p>	<p>Goal 3: Retain, Grow & Recruit Businesses</p>
<p>Goal 4: Expand Opportunities in our Leading Sectors</p>	<p>Goal 5: Provide Support for a Quality Workforce</p>	

Funding support from Eagle County, supplemented by individual municipalities, unincorporated communities, and the business community, contributes significantly to our programming and community efforts to pursue these goals on behalf of Eagle County stakeholders.

We provide the following resources and tools to the business community, our municipalities, and prospective businesses looking to start a business in the Vail Valley.



Community Information Repository

- Provide a single contact for comprehensive economic, workforce, infrastructure, and related data to support informed business and community decision making
- Connect businesses to nearly all other resources in the Vail Valley quickly and easily

Corporate Relations

- Community marketing and communications
- Business Retention & Expansion
- Business & Entrepreneurial support and services
- Business & Entrepreneurial Recruitment

Community Relations

- Monitor and share the needs of local employers with public officials, regulatory agencies, educational institutions, and others to improve the business environment
- Educate the community about the importance of local employers, businesses, and entrepreneurs to meeting *other* community needs, so they are appreciated and supported

Our regional and state-wide focused efforts include a variety of community programming and ensures local representation at, and active participation in, various regional and state-wide forums including the Northwest Colorado Council of Governments economic development district, Colorado Rural Workforce Consortium, Colorado Office of Economic Development & International Trade, Economic Development Council of Colorado, Colorado Tourism Office, Tourism Industry Association of Colorado, Colorado Women’s Foundation, and various regional planning sessions and coalitions.

This participation ensures Eagle County community & business interests are represented in an active and professional manner, and ensures local facilitation and coordination of economic development efforts and business community support services.

Vail Valley Economic Development’s proposed 2017 programming and key deliverables are detailed below:

1. Business Retention & Expansion Programming

— Build-out of SmartBusiness Eagle County BR&E Network

- SmartBusiness Eagle County creates a single point of contact for businesses seeking information about available assistance and support resources. We’re building a coordinated network of resource partners that will quickly route local companies to

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valuable information, available programs, and experience and expertise to help them succeed.

- SmartBusiness Eagle County will create a more effective ‘listening & response’ mechanism between local businesses and public partners than ever before in Eagle County. The program will aim to surface needs and opportunities to assist high-value Eagle County firms in meeting workforce and other challenges and in growing their operations to expand economic opportunity in Eagle County.
- This will lead to feedback that will drive:
 - Individual Referrals and
 - Focus Groups/Listening Sessions to address identified Systemic Needs.

— **MyPartner Career Network**

- This program makes it easier for local businesses to recruit and retain great employees by helping find employment when needed, for spouses or partners of prospective employees to help their families better integrate into our community.
- MyPartner Career Network is a joint program of High Country Human Resources association and Vail Valley Economic Development.

2. General Economic Inquiries

- Handle all Business Relocation Lead Inquiries and engage all communities in responding to leads as appropriate.

3. Research & Data Products

- Quarterly Economic Indicators
- Annual County-wide Economic Indicators
- Annual Workforce Study
- Annual Tracking of Economic Health Indicators

4. Market an Eagle County Business Brand

- Market Eagle County as a place to do business through Colorado’s Office of Economic Development & International Trade’s Colorado relocation guide and state business guide
- Develop an in-bound marketing strategy to support the business brand
- *Note: identified as number one priority by the Economic Development Advisory Council*

5. Regional Collaboration & Coordination

- Leadership of Business Retention & Expansion Program Efforts.
- Ongoing communications with local government partners
- Provide Eagle County leadership on NWCCOG Economic Development board
- Provide Eagle County leadership on Rural Workforce Consortium board
- Provide Eagle County leadership with state resource partners including Small Business Development Center and Office of Economic Development & International Trade

Destination Marketing

The Partnership’s destination sales & marketing efforts (including group sales, event recruiting and leisure sales) resulted in an economic impact of \$50,000,000 in 2015, contributing over \$3M in local and state tax revenues. VVP is the only regionally focused destination marketing organization in the valley, working with stakeholders such as the Colorado Tourism Office to ensure all communities are represented in state tourism promotion.

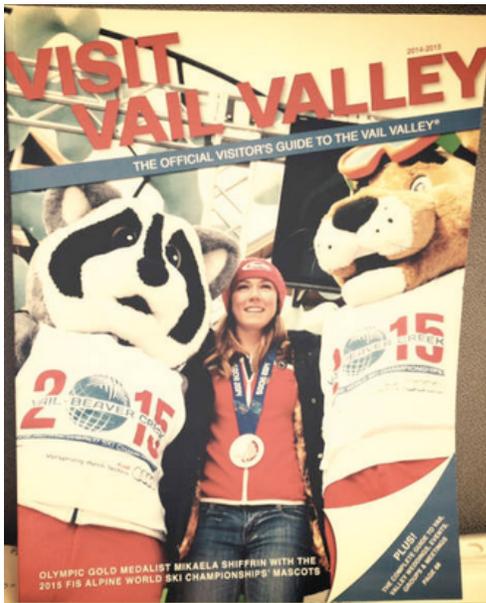
A large component of our destination marketing effort is targeted at recruiting groups, meetings and special events to the valley. The Partnership’s group sales team actively promotes our communities and lodging properties to group meeting planners around the country. We also work to actively solicit and support event promoters to host their special events and sporting tournaments in the Vail Valley.

Destination Marketing

Objective: To increase visitation to the Vail Valley via group sales efforts, valley-wide leisure visitor promotion and regional event recruiting.

How we meet our objectives:

1. Group and Meeting Sales
2. Ensure exceptional guest experience through our Lodging Quality Assurance Program
3. Provide a robust guide for leisure guests of the entire Vail Valley through our vacation guide and website, visitvailvalley.com



VVP produces Visit Vail Valley – the Official Visitors Guide and manages VisitVailValley.com, which includes robust tourism information and reservation services for lodging properties in all communities within the valley. These tools also include a valley-wide calendar of events, spotlighting events in all local communities.

A new, enhanced visitor website, VisitVailValley.com, launched in 2015 and spotlights visitor profiles and local content, event calendars, and helpful visitor links.

VVP destination sales & marketing efforts continue to focus on valley-wide tourism promotion. We help increase awareness of the Vail Valley throughout the state, region, and nation benefitting organizations and businesses in our community.

Key results in 2015 year-to-date through July 31 include distribution of 146 group leads, 66 contracted programs, and over 50,000 active room nights in the lead system.



2017 Funding Request Details

The Partnership's efforts and benefit to the community include three distinct yet connected roles:

- **Regional Chamber of Commerce-** We work to provide the valley's businesses with networking, educational, and collaborative opportunities with the goal of strengthening our local business community and to advocate for our business community at a regional & state level.
- **Destination Marketing-** We work to promote the entire Vail Valley as a year-round destination to potential in-state, out-of-state and international visitors. We work to attract groups and meetings from all over the country to the Vail Valley.
- **Economic Development-** We work to ensure the Vail Valley's economic health stays strong for years to come. We work to help existing Vail Valley businesses thrive and recruit new businesses that have the potential to support our local economy.

Vail Valley Partnership remains committed to collaborating for success of our community and your support is needed to continue the positive momentum related to economic development efforts and continued chamber programming that strengthens our business community – resulting in sustainable businesses, less community and workforce turnover, and a stronger local economy.

Moving forward Vail Valley Partnership and Vail Valley Economic Development will continue to:

- Contribute to positive economic conditions in Eagle County through continued implementation of the Economic Development Plan - a plan that delivers a network of community business support resources to retain & grow existing businesses - and an outward facing marketing strategy to attract additional business development.
- Increase destination tourism via our group, meeting & special event recruiting efforts, leisure sales efforts, continued collaboration with the EGE Air Alliance to grow flight service to the Eagle County Regional Airport, and continued collaboration with the Colorado Tourism Office to promote the entire valley.
- Provide comprehensive economic & demographic research to support data driven decision-making by public and private stakeholders.
- Build strong relationships between the various segments, both geographic and within key industries, within the business community and key stakeholders.
- Publish and promote various economic information (research) to stakeholders to assist in data driven decision-making and to provide data tools to prospecting and growing businesses.
- Provide regional & statewide representation to Eagle County and our business community.
- Facilitate local economic development activities.

Thank you for your support in the amount of **\$7,500** this year. Funding is requested from Town of Eagle, specifically to assist with the continued implementation of the Economic Development Strategic Plan for Eagle County and associated community programming led by Vail Valley

PO Box 1130, Vail, CO 81658

VailValleyPartnership.com VailValleyMeansBusiness.com Visitvailvalley.com VailonSale.com



Partnership (this amount matches the requested funding of all other municipalities & numerous special districts in the valley).

Your financial support helps us continue the efforts and momentum outlined in this request letter and is leveraged by funding from Eagle County, local municipalities, and special districts to ensure that the scope of work outlined in the Eagle County Economic Development plan moves forward and the programming of Vail Valley Partnership continues to provide benefit to our business community.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Chris Romer", with a long, sweeping underline.

Chris Romer
President & CEO
Vail Valley Partnership and Vail Valley Economic Development
970.477.4016
cromer@visitvailvalley.com



MINUTES
Town Board of Trustees
Tuesday, September 27, 2016
6:00 P.M.

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

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

Meetings are also aired online at <https://vimeo.com/channels/townofeagle/>.

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

PRESENT

Anne McKibbin, Mayor
Andy Jessen
Mikel "Pappy" Kerst
Paul Witt
Matt Solomon
Scott Turnipseed (6:38 p.m.)
Kevin Brubeck

STAFF

John Schneider, Town Manager
Jenny Rakow, Town Clerk
Ed Sands, Town Attorney
Tom Boni, Town Planner
Kevin Sharkey, Assistant Town Engineer
John Staight, Open Space Coordinator
Dusty Walls, Public Works Director

PUBLIC SIGN IN

Caroline Bradford
Stan and Dr. Alexis Kensing

Derrick Wiemer
Celena Olden

6:00 PM – REGULAR MEETING CALLED TO ORDER

PUBLIC COMMENT

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

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

BOARD VACANCY APPOINTMENT

Interview of Board Applicants, Deliberation and Appointment *(To replace Doug Seabury's term, expiring April 2018)*
Applicants were invited to each give a brief summary of their qualifications, background, civic experience, reason for applying/not running in the election, philosophy on government financing and leadership. Scott Turnipseed, Clark Gundlach, Adam Palmer, Josh Stowell were all present.

Mayor McKibbin called for a vote using ballots.

The ballots were tallied and result was Scott Turnipseed with a majority of votes. He was then declared the appointee.

Town Clerk gave Oath of Office to Scott Turnipseed and he took a seat at the dais.

MEAC Town Board Appointment *(To replace Doug Seabury's term)*

MOTION: Trustee Jessen nominated Scott Turnipseed to serve on MEAC. Motion was seconded and PASSED unanimously.

Planning Commission Appointments *(Three appointees are needed, they will be sworn in at October 4, 2016 Planning Commission Meeting, and Resolution adopting terms at the October 11, 2016 Town Board Meeting)*

Kyle Hoiland, Donna Spinelli, Jamie Harrison and Charlie Perkins submitted their applications and interest in serving in this position.

Mayor McKibbin requested the board do the same voting procedure and completed ballots.

Town Clerk tallied the ballots. The highest three votes for the three positions were: Kyle Hoiland, Jamie Harrison and Charlie Perkins. All positions are four – year terms. Members will be sworn in at their next Planning Commission meeting.

PRESENTATIONS

Eagle River Park Update and Status Report, Caroline Bradford and Tom Boni both updated the Town Board on the progress of the Eagle River Park. Stan and Alexis Kensing were introduced and thanked for being at the meeting and part of the planning process.

Trustee Jessen commented on the ability to have a process for “desire paths” to accommodate how people access the river and park features. Caroline suggested that it can be part of the design process of the park and added the engineers will have a plan in place for where specific access points will be that are somewhat set in stone. The phasing will be such that the park will be completed so that access is safe. Tom Boni stated this was a request by the county as well – to have the park completed with the river features.

Trustee Solomon would like to stay open to other elements of the river corridor both up and down stream. Also ensure that events are considered in the design for spectators and judges.

Caroline responded to inquiries on grants and timing. GOCO has two grants and both will be applied for, noting that chances are often better of getting the second grant if the first one is obtained. Only about half of applicants get grants, but all efforts will be made to secure them for this exciting project.

John Schneiger noted that we currently have two applicants for the River Park Committee. It was suggested to extend the deadline another two weeks to secure more interest.

Chris Romer, Request for Affordable Housing Support – Proposed Resolution ~ Resolution No. 47, Series 2016 A Resolution of the Board of Trustees of the Town of Eagle, Colorado, in Support of Workforce Housing Ballot Issue 1 A *(This item was continued to the October 11, 2016 Town Board meeting.)*

Yes on Open Space, Rivers & Trails 1B, John Bailey - Proposed Resolution. John updated the Town Board on the ballot question, intent and purpose of the funds. John was asking for an endorsement and support of the ballot via Resolution.

MOTION: Trustee Witt motioned to approve Resolution No. 48, Series 2016 A Resolution of the Board of Trustees of the Town of Eagle, Colorado, In Support of Open Space, Rivers, Wildlife, & Trails Ballot Issue 1B. Motion was seconded and PASSED. Matt Solomon ABSTAINED.

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

Minutes – September 13, 2016 – Mayor McKibbin noted correction to include Matt Solomon as present at meeting.

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

DECISIONS, DISCUSSION OR DIRECTION REQUESTED

Highway Six Devolution (Kevin Sharkey, Ed Sands). Ed Sands updated the Board on current proposed solution to devolution and next steps after obtaining deed. The Town will submit a petition to annex and as owner, will then annex the property.

Mayor McKibbin noted some typos and corrections needed on the exhibits prior to final execution.

MOTION: Trustee Brubeck motioned to approve Ordinance 27 An Ordinance of the Town of Eagle, Colorado Approving an Intergovernmental Agreement Between the State of Colorado for The Use and Benefit of the Department of Transportation and The Town of Eagle Concerning the Abandonment of State Highway 6 E, Also Known as U.S. Highway 6. Motion was seconded and PASSED unanimously.

Pre Annexation Discussion – Merv Lapin (Tom Boni). Tom Boni stated this presentation and discussion is on behalf of the Red Mountain Ranch Partnership who owns property along highway six east of the Town of Eagle along the river. It includes a piece of property that is outside the growth boundary, which the Board will need to consider. The Eagle River Corridor Plan does account for this area.

Rick Pylman led discussion on proposal for residential parcels, open space, boat ramp, area in consideration for donation to Walking Mountains, commercial area and parcel F which lies outside current growth boundary.

Dedication of open spaces would be approximately 40 acres.

Some initial residential is being requested to be allowed septic and well until infrastructure can serve this area. Only the first area would have the ability to be served currently. A water tank and ERS startup will be part of infrastructure expansion. Ed Sands noted that our Code does spell out water and sewer connection requirements.

Tom Boni and Ed Sands both noted in regard to annexing beyond the growth boundary as defined in the Eagle Area Community Plan, it does allow for an exception if it serves a public purpose. Long range development and benefits to the Town would have to be defined.

Tom Boni suggested the possibility of doing a sub area plan for Chambers Avenue and this area.

Board expressed their concerns with request for septic and well, will need additional information on infrastructure and utility service requirements, maintenance and costs, supported the Walking Mountains donation, would like a development timeline and scope, concern regarding need to focus on existing infill, boat launch and open space in general. Supported Red Mountain Ranch Partnership to continue discussions with staff.

John Schneiger indicated the Town could ask the developer to fund a financial impact analysis overseen by the Town to answer some of these questions before going further.

Board was comfortable with continued discussion of this proposal.

BREAK 8:31 P.M.

LAND USE

1. Project: Tumbleweed Dispensary
File #: DR16-04
Applicant: Mark Smith
Location: 1125 Chambers Avenue
Staff Contact: Tom Boni, Town Planner
Request: Major Development Permit to construct a 4,000 square foot commercial building in the Commercial General (CG) Zone District; Zoning Variance related to signing and Development Standard Variance related to the location of the loading dock.

Mayor McKibbin opened File DR16-04. Tom Boni gave description of the proposal for 1125 Chambers and use of the building by Tumbleweed Dispensary for Marijuana Medical and Retail sales.

Maggie Fitzgerald was present representing applicant and provided a project review.

Mayor McKibbin opened the file for public comment.

Derek Wiemer asked about some facility south of Town of Brush. It was noted from staff that is not in town limits and is purported to be an organic farming business.

Mayor McKibbin closed public comment.

MOTION: Trustee Solomon motioned to approve File#DR16-04 without unnecessary variance for garage door and directed staff to prepare DIA for approval. Motion was seconded.

Trustee Turnipseed asked to have staff recommendations included.

AMENDED MOTION: Trustee Solomon amended his motion to include staff recommendations of with the following conditions Town Engineer review and approval of design of the sidewalk and the extension of the water main detention and drainage and cost estimates for DIA; Applicant to submit a final landscape plan for review and approval by Town Staff; and Provide Staff with a lighting plan for the proposed building that is in compliance with the Town's lighting standards.

Motion was seconded and PASSED unanimously.

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

Tom Boni opened File # SU97 and stated he received information regarding to the survey site plan and additional information regarding storm water and noise. Applicant was requested to be present tonight, although it appears this will need to be continued in order to review this new information. Currently the edge of the property of concern is in the right of way, which includes some of the landscaping. Applicant would need a license agreement to use this portion. Applicant has indicated preference to rather stay within the limits of the property. Town Board agreed to hold the hearing on October 25th with preference to hold early on the agenda.

Mayor McKibbin opened this item for public comment. There was no public comment.

MOTION: Trustee Witt motioned to continue File# SU97 to October 25, 2016 Town Board Meeting. Motion was seconded and PASSED unanimously.

3. Project: Land Use Code Updates
File #: LURA16-01
Applicant: Town of Eagle
Location: N/A
Staff Contact: Tom Boni, Town Planner
Request: 1. Revise Section 4.03.040 to define dog daycare facility.
2. Revise Section 4.04.070 to define regulations for dog daycare facilities. *(Staff will be requesting to close this file.)*

Tom Boni stated due to current priorities and work load, this item will not be ready for discussion or approval. Rather than continuances and public noticing this, it is staff's preference to re-advertise when the file can be reviewed by Planning Commission and is ready to be presented to the Town Board.

Tom Boni stated for the record that File#LURA16-01 is withdrawn.

4. Project: Wall Street Commons
File #: SU16-03
Applicant: Bryan Desmond
Location: 243 Wall Street
Staff Contact: Tom Boni (Town Planner)
Request: Special Use Permit to allow High Density Residential Building on a lot in the Central Business District. *(Applicant requests to continue file to October 25, 2016)*

Tom Boni stated the applicant has requested continuance to October 25th.

MOTION: Trustee Witt motioned to continue File#SU16-03 to the October 25, 2016 Town Board Meeting. Motion was seconded and PASSED unanimously.

STAFF UPDATES AND REQUESTS

Town Manager Update – John Schmeiger updated the board on Frost Creek Water Service Agreement received late today. It will need to be discussed in Executive Session.

Current working with Eagle County BMX on the track and hoping to have a License Agreement in October. Another issue with the track is that WECMRD has provided a grant for work to be done and it will need to pass through Town of Eagle for payment. The work has already been partially completed and we will need pay contractor for that invoice. Some questions were raised regarding liability and construction management of the improvements.

The interim HR Manager has started and will be here this upcoming Thursday and Friday. Advertisement for position will go out this week as well.

WECMRD would like to have a meeting on agreement on the Pool & Ice Rink that expires June 28, 2017, which will be the end of the 15-year agreement. This will need to be renegotiated.

Meeting with Recreation Committee members this week on their proposal for park improvements.

Pavement Management Executive Summary – Dusty Walls was present for this item and was present to answer questions regarding the summary documents. The summary indicates an annual pavement budget of \$525,000. The

other summary also concluded that roads in Eagle are in really good shape. Eagle Ranch, however, will require additional costs due to the age of those roads and their width. We have a very good preventative maintenance program, many in town roads are being addressed with water line repairs and are part of that budget. Major rebuild for 7th Street has been identified. Highway Six was not part of this review and will need its own consideration.

MOTION: Mayor McKibbin motioned to enter into Executive Session regarding the Lower Basin Water Treatment Plant and Frost Creek Water Service Agreement - to hold a conference with the Town's Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). Motion was seconded and PASSED unanimously.

Attorney Ed Sands certified for the record that the session will not be recorded.

MOTION: Trustee Jessen motioned to accept the Agreement presented by Frost Creek and directed Mayor to sign after approval by Town Attorney. Motion was seconded and PASSED. Trustee Turnipseed Abstained.

ADJOURN (10:45 pm)

Date

Anne McKibbin, Mayor

Jenny Rakow, CMC Town Clerk

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

Administration	Account	Amount
Burwell, Stephanie	Utility Refund	\$ 23.58
Gies, Russell & Helen	Utility Refund	73.62
Mauro, Joseph	Utility Refund	73.62
Methvin, Shayne	Utility Refund	48.10
Page, Breanna & David	Utility Refund	7.24
Sisneros, George	Utility Refund	221.20
Spinelli, Donna	Utility Refund	650.00
Taagen, Timothy	Utility Refund	3.52
Assurant Employee Benefits	LTD Insurance	1,531.30
MetLife	Vision Insurance	543.72
Red Canyon Café	Health / Wellness Grant	20.00
Meritain Health	Health Insurance	9,480.01
Triad EAP	Employee Assistance Program	56.40
Cintas	Office Supplies	96.20
Computer Forms	Office Supplies	546.95
Sandy's Office Supply	Office Supplies	356.45
Performance Auto	Vehicle R&M Supplies	355.08
Fleet Services	Gas & Oil	77.07
Fleet Services	Gas & Oil	76.46
Verizon Wireless	Equipment-Supplies	199.99
Computer Forms	Shipping	43.60
Colorado Mountain News Media	Legal Notices	2,235.28
APA Colorado	Dues and Subscriptions	200.00
Century Link	Utilities	813.59
Verizon Wireless	Utilities	111.76
Info Cubic	Personnel Services	134.00
Chase Paymentech	Credit Card Transaction Fees	776.67
Xpress Bill Pay	Credit Card Transaction Fees	405.60
Colorado Mountain News Media	Legal Reimbursable	63.75
Sands Law Office	Legal Reimbursable	2,455.00
Sands Law Office	Legal General	5,332.44
Hays Maggard & Hood	Auditing	210.00
Safebuilt	Inspection Services	2,201.00
Performance Auto	R&M Labor	259.50
Western Slope Towing	R&M Service	160.00
Caselle	Computer Support	695.67
Microsoft	Computer Support	282.00
Rakow, Jenny	Travel	125.28
Costco	Meeting Expense	71.84
Haskins, Angela	Meeting Expense	141.72
Rakow, Jenny	Meeting Expense	19.59
Go Daddy	Public Relations	20.17
Vail Valley Partnership	Public Relations	300.00
Amazon	Books and Tuition	66.10

CGFOA	Tuition and Books	10.00
CMCA	Tuition & Books	250.00
Amazon	Employee Recognition	43.99
US Bank Equipment Finance	Copier Contract	716.81
Wells Fargo	Misc - Late Chrg	39.00
Wells Fargo	Misc -Finance Chrg	47.14
Eagle County Historical Society	Community Request	1,000.00
Speak Up Reach Out	Community Request	500.00
Town of Gypsum	Community Request	9,000.00
Total Administration		\$ 43,172.01

Streets

Meritain Health	Health Insurance	\$ 7,110.01
Triad EAP	Employee Assistance Program	42.30
King Soopers Customer Charges	Office Supplies	71.87
Airgas	R&M Supplies	136.65
Alpine Lumber	R&M Supplies	216.51
Colorado Barricade	R&M Supplies	481.59
Elam Construction	R&M Supplies	3,144.36
Grand Junction Pipe & Supply	R&M Supplies	199.00
PST Enterprises	R&M Supplies	91.30
Safety Kleen	R&M Supplies	275.24
United Rentals	R&M Supplies	25.38
Wear Parts	R&M Supplies	508.60
Wylaco Supply Co	R&M Supplies	484.87
PST Enterprises	Vehicle R&M Supplies	392.81
United Rentals	Vehicle R&M Supplies	208.41
Fleet Services	Gas & Oil	1,925.42
Fleet Services	Gas & Oil	1,101.46
Century Link	Utilities	672.59
McDowell Engineering	Engineering	2,000.00
A-Peak Asphalt Inc.	R&M Service	3,560.00
Mountain Communications	R&M Service	60.00
Mountain Striping	R&M Service	173.50
Oldcastle SW Group	R&M Service	400.00
Safety Kleen	R&M Supplies	246.75
Grand Junction Pipe & Supply	Street Resurfacing	97.81
Oldcastle SW Group	Street Resurfacing	1,527.43
United Rentals	Street Resurfacing	3,455.37
Microsoft	Computer Support	49.50
Total Streets		\$ 28,658.73

Public Safety

Meritain Health	Health Insurance	\$ 11,850.01
Sigma Health	Health & Life Insurance	2,250.00
Triad EAP	Employee Assistance Program	84.60
Amazon	Office Supplies	45.00
Sandy's Office Supply	Office Supplies	173.93
Smart Sign	Office Supplies	184.74

Vista Print	Office Supplies	17.99
511 Tactical	Operating Expense	133.76
Atlantic Tactical	Operating Supplies	643.50
Hinton, Bryce	Operating Supplies	125.00
Optics Planet	Operating Expense	124.49
Glenwood Springs Ford	Vehicle R&M Supplies	42.45
Tire Rack	Vehicle R&M Supplies	1,866.32
Fleet Services	Gas & Oil	1,281.58
Fleet Services	Gas & Oil	1,340.60
Seckman, Jay	Equipment-Supplies	400.00
Taser International	Equipment-Supplies	586.33
Federal Express	Shipping	39.91
Taser International	Shipping	12.96
U.S. Post Office	Postage	25.90
Rocky Mountain Women in Law Enforcement	Dues & Subscriptions	60.00
Century Link	Utilities	420.70
Vail.Net-Colo.Net	Utilities	237.14
Sands Law Office	Legal	1,297.00
Sunny Communications	R&M Service	275.00
Microsoft	Computer Support	94.61
Comfort Suites	Travel	531.00
Steggall, Rhonda	Travel	7.11
Real Jalisco	Meeting Expense	37.40
Rocky Mountain Women in Law Enforcement	Tuition & Books	700.00
Simpkins, Terry	Tuition & Books	105.00
Eagle County Animal Control	Animal Control	1,700.00
Mind Springs Health	Eagle Detox Funding	2,047.50
Cirsa	Insurance-Deductible	1,000.00
Buhlman, Carrie	Travel	150.00
Total Public Safety		\$ 29,891.53
Building & Grounds		
Meritain Health	Health Insurance	\$ 3,555.00
Triad EAP	Employee Assistance Program	21.15
Alpine Lumber	R&M Supplies	429.64
G&S Tool Clinic	R&M Supplies	148.11
Garden Center	R&M Supplies	161.96
Grand Junction Pipe & Supply	R&M Supplies	961.44
Pet Pick Ups	R&M Supplies	360.00
PST Enterprises	R&M Supplies	14.99
Rivendell Distribution	R&M Supplies	535.05
G&S Tool Clinic	Vehicle R&M Supplies	642.54
PST Enterprises	Vehicle R&M Supplies	84.77
Fleet Services	Gas & Oil	1,029.38
Fleet Services	Gas & Oil	739.54
HD Supply	Equipment-Supplies	319.00
Sno-White Linen	Janitorial Supplies	149.21
Supply Works	Janitorial Supplies	793.23
G&S Tool Clinic	Shipping	4.99

Pet Pick Ups	Shipping	71.36
Century Link	Utilities	127.22
Holy Cross Energy	Utilities	271.34
GH Daniels	R&M Labor	350.00
Tri-County Fire Protection	R&M Labor	525.00
Vail Honeywagon	R&M Labor	40.00
Venzor Carpet Cleaning	R&M Service	924.71
Microsoft	Computer Support	17.00
Superior Alarm	Contract Payments	192.00
Total Buildings and Grounds		\$ 12,468.63

Information Center

Triad EAP	Employee Assistance Program	\$ 28.20
Copy Plus	Office Supplies	12.00
Amazon	Operating Supplies	26.43
Costco	Operating Supplies	9.49
Costco	Operating Supplies	40.86
Costco	Operating Supplies	68.34
Wal-Mart	Operating Supplies	6.27
Wal-Mart	Operating Supplies	37.10
Wal-Mart	Operating Supplies	52.75
Alida's Fruits	Supplies for Resale	71.76
Alida's Fruits	Supplies for Resale	118.40
Art Quintana's Indian Trading Co	Supplies for Resale	599.40
Aurora World	Supplies for Resale	238.19
Colorado Candy Kitchen	Supplies for Resale	19.59
Colorado Candy Kitchen	Supplies for Resale	84.60
Colorado Candy Kitchen	Supplies for Resale	320.35
Colorado Candy Kitchen	Supplies for Resale	353.68
Colorado Candy Kitchen	Supplies for Resale	543.07
Colorado Candy Kitchen	Supplies for Resale	686.82
Costco	Supplies for Resale	29.33
Costco	Supplies for Resale	34.66
Costco	Supplies for Resale	64.04
Ganz	Supplies for Resale	93.96
Ganz	Supplies for Resale	174.96
Impact Photographics	Supplies for Resale	(14.45)
Impact Photographics	Supplies for Resale	1,479.52
Left Hand Studios	Supplies for Resale	1,328.00
Lipco Group	Supplies for Resale	423.61
Luark, Mike	Supplies for Resale	200.00
Meadow Gold GJ	Supplies for Resale	46.20
Meadow Gold GJ	Supplies for Resale	54.60
Meadow Gold GJ	Supplies for Resale	150.96
Meadow Gold GJ	Supplies for Resale	183.36
O'Hara's Jams & Jellies	Supplies for Resale	107.10
Paper & Stone	Supplies for Resale	682.68
Red Canyon Spice	Supplies for Resale	153.00
Ridgeway	Supplies for Resale	323.50

Salem MINerals	Supplies for Resale	285.96
Sanborn	Supplies for Resale	350.28
Save On Goods	Supplies for Resale	114.00
Cynthia Lepthien	Supplies for Consignment	52.50
Derived From Nature	Supplies for Consignment	107.99
Eagle County Historical Society	Supplies for Consignment	793.14
Jennifer Kennedy	Supplies for Consignment	114.00
Jim Salcke	Supplies for Consignment	108.75
Mickey Fried	Supplies for Consignment	105.00
Nancy Knickerbocker	Supplies for Consignment	12.00
Nature's Details	Supplies for Consignment	525.00
New Song Corporation	Supplies for Consignment	79.50
Pamela Saden	Supplies for Consignment	1,472.25
Pocadot	Supplies for Consignment	263.90
Rena Horn	Supplies for Consignment	66.00
Rick Olsen	Supplies for Consignment	32.63
Sam Williams	Supplies for Consignment	188.25
Sandy Houghton	Supplies for Consignment	49.50
Suzie White	Supplies for Consignment	67.20
Teresa Hauser	Supplies for Consignment	189.00
Colorado Dept of Revenue	Sales Tax	2,763.00
US Postal Service	Freight	12.87
Century Link	Utilities	312.92
Skyline Mechanical	R&M Service	85.00
Microsoft	Computer Support	7.00
Meese, Barbara	Travel	140.40
Total Information Center		\$ 17,130.37
Marketing		
Signature Signs	Promotional Materials	\$ 288.00
Microsoft	Computer Support	17.00
Colorado Mountain News Media	Media	275.00
Flywheel	Marketing Website	15.00
Resolution Graphics	Design & Production	110.00
ASCAP	Events	336.00
BMI	Events	336.00
Optimum Event Concessions	Events	4,000.00
Vail Valley Charitable Fund	Events	500.00
Total Marketing		\$ 5,877.00
TOTAL ADMINISTRATION		\$ 137,198.27
WASTEWATER FUND		
Meritain Health	Health Insurance	\$ 2,370.00
Triad EAP	Employee Assistance Program	14.10
Western Slope Supplies	Office Supplies	80.80
King Soopers Customer Charges	Operating Supplies	38.90
Air Filter Solutions	R&M Supplies	41.24
Fastenal	R&M Supplies	45.59

Kaeser Compressors	R&M Supplies	48.43
PST Enterprises	R&M Supplies	245.35
Sewer Equipment	R&M Supplies	265.05
Fleet Services	Gas & Oil	277.40
Fleet Services	Gas & Oil	291.91
Copy Plus	Equipment-Supplies	379.99
Air Filter Solutions	Shipping	19.85
Federal Express	Shipping	282.61
Kaeser Compressors	Shipping	12.37
Sewer Equipment	Shipping	30.66
US Postal Service	Shipping	71.67
Century Link	Utilities	489.97
Veris Environmental	Sludge Disposal	4,416.38
Browns Hill Engineering	R&M Labor	626.30
Microsoft	Computer Support	14.00
Accutest	Testing & Permits	984.00
Eagle River Water & Santitation District	Testing & Permits	3,690.00
Seacrest Group	Testing & Permits	1,015.00
TOTAL WASTEWATER FUND		\$ 15,751.57

WATER FUND

Meritain Health	Health Insurance	\$ 5,925.00
Triad EAP	Employee Assistance Program	35.25
Colorado Dept Public Health & Environment	Permit	715.00
DPC Industries	Operating Supplies	1,017.90
CDW Government	R&M Supplies	138.18
Geary Pacific	R&M Supplies	27.24
Municipal Treatment	R&M Supplies	160.00
PST Enterprises	Vehicle R&M Supplies	45.50
Fleet Services	Gas & Oil	255.79
Fleet Services	Gas & Oil	214.02
Federal Express	Shipping	104.86
Municipal Treatment	Shipping	15.00
US Postal Service	Shipping	71.67
Century Link	Utilities	1,970.23
FerrellGas	Utilities	1,141.42
Holy Cross Energy	Utilities	1,982.52
Garfield & Hecht	Legal Reimbursable	2,587.50
Garfield & Hecht	Legal	1,441.76
Eagle River Water & Santitation District	Testing & Permits	375.00
Browns Hill Engineering	SCADA	2,972.00
Microsoft	Computer Support	56.50
Colorado Rural Water Association	Training	100.00
US Bank Equipment Finance	Copier Contract	358.40
Colorado Water Conservation Board	Interest	1,485.73
Copy Plus	Tank Replacement	9.96
Colorado Dept Public Health & Environment	Main Replacement	165.00
Colorado Water Conservation Board	CWCB Loan	9,329.27
TOTAL WATER FUND		\$ 32,700.70

CAPITAL IMPROVEMENTS

Gies, Russell & Helen	Use Tax Refund	\$	941.24
Sylvain, Kieth & Michelle	Use Tax Refund		293.92
Total Security Solutions	Town Hall Improvement		1,580.50
Native Electric	Town Hall Improvement		275.00
Total Security Solutions	Town Hall Improvement		1,580.50
Eagle County Waste & Recycling	ROW Improvement		854.57
Wylaco Supply Co	ROW Improvement		920.00
Mountain Communications	Trucks		2,483.96
Wireless Advance Communication	Patrol Vehicles		425.00
TOTAL CAPITAL IMPROVEMENTS		\$	9,354.69

REFUSE FUND

US Postal Service	Shipping	\$	71.66
Vail Honeywagon	Refuse		42,224.53
TOTAL REFUSE FUND		\$	42,296.19

OPEN SPACE FUND

Microsoft	Computer Support	\$	17.00
Mountain Pest Control	Weed & Pest Control		450.00
Brush Creek Landscaping	Brush Creek Inventory & Enhancement		520.00
Colorado Analytical	Eagle River Park Improvements		590.00
Triad EAP	Employee Assistance Program		7.05
A&R Investments			24,000.00
TOTAL OPEN SPACE FUND		\$	25,584.05

TOTAL BILL SCHEDULE		\$	262,885.47
TOTAL PAYROLL		\$	225,355.84
TOTAL		\$	488,241.31

TOWN OF EAGLE PAYROLL - SEPTEMBER 2016

TITLE	GROSS AMOUNT
Building Official	\$ 2,931.17 2,931.17
Administrative Assistant	1,614.59 1,614.58
Town Planner	3,004.62 3,004.62
Open Space Coordinator	2,019.90 2,399.89
Finance Director	3,028.84 3,028.85
Town Clerk	2,307.70 2,307.70
Town Manager	4,846.16 4,846.15 500.00
Administrative Assistant	1,725.08 1,672.80
Town Board Trustee	400.00
Town Board Trustee	250.00
Planning Commission	100.00
Planning Commission	100.00

Planning Commission	\$	100.00
Planning Commission		100.00
Planning Commission		100.00
Planning Commission		100.00
Shop Crew Leader		2,414.90
		2,437.54
Administrative Technician		1,938.79
		1,938.79
Assistant Engineer		3,123.23
		3,254.99
Maintenance Worker		1,863.63
		1,863.63
Maintenance Worker		2,012.12
		2,615.76
Assistant Engineer		5,777.25
Public Works Inspector		2,511.23
		2,317.50
Streets		2,526.82
		2,609.55
Public Works Secretary		1,617.89
		1,648.23
Streets		1,827.74
		1,876.40
Streets		1,648.00
		1,864.30
Municipal Court Judge		600.00
Police Secretary/Court Clerk		1,814.72
		1,814.72

Court Clerk	\$	486.75
		494.13
Sergeant		2,423.08
		2,423.08
Police Officer		1,923.07
		2,004.21
Lieutenant		3,425.03
		2,886.40
Sergeant		2,891.11
		2,434.62
Police Chief		3,307.70
		3,307.70
Patrol Officer		3,007.32
		3,128.02
Patrol Officer		2,231.73
		2,028.85
Patrol Officer		2,302.05
		2,192.74
Patrol Officer		2,526.70
		2,489.13
Patrol Officer		3,066.26
		3,085.19
Buildings & Grounds Supervisor		2,312.52
		2,334.20
Buildings & Grounds Worker		2,102.92
		1,897.33
Buildings & Grounds Worker		1,720.00
		1,615.00
Buildings & Grounds Worker		1,214.50
		1,130.50

Builings & Grounds Worker	\$	1,120.00
		252.00
Information Center		1,102.50
		976.50
Information Center		329.00
		714.00
Information Center		577.50
		661.50
Information Center		717.50
		255.50
Public Works		2,701.65
		2,628.41
Public Works		2,199.97
		2,303.08
Public Works Foreman		3,158.20
		3,750.35
Public Works Director		4,139.34
		4,139.34
FICA Taxes	\$	15,324.46
Retirement		10,011.65
misc deduction		(300.00)
TOTAL	\$	225,355.84

RESOLUTION NO. 50
Series 2016

A RESOLUTION OF THE TOWN OF EAGLE, COLORADO, AMENDING THE TOWN OF EAGLE 401(a) RETIREMENT PLAN AND TRUST.

WHEREAS, The Town of Eagle intends to amend the Town of Eagle 401(a) Retirement Plan (the "Plan") to add Roth deferral provisions and change Trustee appointments by the adoption of Amendment #1.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Trustees of the Town of Eagle, Colorado, as follows:

Section 1. The Plan be amended in the form attached hereto, which amendment is hereby adopted and approved.

Section 2. The appropriate officers of the Town of Eagle be, and hereby are, authorized and directed to execute said amendment on behalf of the Town of Eagle.

Section 3. The officers of the Town of Eagle be, and hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate, or convenient to effect the forgoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

INTRODUCED, READ, PASSED, AND ADOPTED by the Board of Trustees of the Town of Eagle, Colorado at a regular meeting held on October 11, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**TOWN OF EAGLE RETIREMENT PLAN
AMENDMENT #1**

WHEREAS, Town of Eagle (the "Company") maintains the Town of Eagle Retirement Plan (the "Plan") for the benefit of certain of its employees; and

WHEREAS, Pursuant to Section 13.01 of the Plan, the Company desires to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended as follows, effective as of May 20, 2016:

The responses to Item H.2a.i. and Item H.2a.ii. of the Adoption Agreement are amended by replacing them in their entirety as follows:

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction and indicate the Plan's intent to comply with ERISA section 404(c) (Section 9.02):
 - i. All Accounts and 404(c) applies
 - ii. All Accounts but 404(c) does not apply

The response to Item H.5b. of the Adoption Agreement is amended by removing the existing section and replacing it in its entirety as follows:

- b. Trustee Type
 - i. Corporate. Trustee name and address: N/A
 - ii. Individual. Trustee name(s): Jill E. Ewing and John Schneiger

IN WITNESS WHEREOF, the Company has caused this Amendment #1 to be executed this 11th day of October, 2016.

TOWN OF EAGLE:

Signature: _____

Print Name: _____

Title/Position: _____

RESOLUTION NO. 51
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES TOWN OF EAGLE, COLORADO APPROVING A DEVELOPMENT PLAN FOR THE CONSTRUCTION OF A FOURPLEX, A TRIPLEX AND ONE SINGLE FAMILY HOME ON PARCEL B OF THE CREEKSIDE LOFTS FINAL PLAT WITHIN THE TOWN OF EAGLE; APPROVING A DEVELOPMENT IMPROVEMENTS AGREEMENT, DATED OCTOBER 11, 2016 , BETWEEN THE TOWN AND ERLI LOT 2, LLC LLC.; APPROVING A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S. AND SECTION 4.17.030 OF THE EAGLE MUNICIPAL CODE; AND AUTHORIZING THE ISSUANCE OF A MAJOR DEVELOPMENT PERMIT FOR SAID PROPERTY.

WHEREAS, ERLI LOT 2 LLC, a Colorado limited liability company, (the “Applicant”) is the owner of Parcel B of Creekside Lofts Final Plat, also known as 0718 Prince Alley, Town of Eagle, County of Eagle, State of Colorado (the “Property” or “Development”), and desires to develop the Property; and

WHEREAS, the Applicant desires to develop the Property for seven multi-family units in two buildings (tri-plex and a four-plex) and one single family home and has filed an application for a Major Development Permit pursuant to Chapter 4.06 of the Eagle Municipal Code; and

WHEREAS, the Applicant has submitted as part of its Major Development Permit application a Development Plan in accordance with the requirements of Section 4.06.030 of the Eagle Municipal Code; and

WHEREAS, the Town of Eagle Planning and Zoning Commission reviewed the proposed Development Plan on August 2, 2016 and made recommendations to the Board of Trustees in accordance with Section 4.06.060 of the Eagle Municipal Code; and

WHEREAS, the Town and the Applicant have entered into a Development Improvements Agreement for Parcel B of Creekside Lofts Final Plat, also known as 0718 Prince Alley, Town of Eagle, County of Eagle, State of Colorado dated October 6, 2016 (the “Agreement”), attached hereto as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, in accordance with Title 4 of the Eagle Municipal Code, approval of the Agreement together with approval of the Development Plan collectively constitute a site specific development plan; and

WHEREAS, it is the intent of the Board of Trustees of the Town that approval of the Agreement together with the approval of the Development Plan shall collectively constitute approval of a site specific development plan establishing vested property rights in accordance with Article 68 of Title 24, C.R.S. and Section 4.17.030 of the Eagle Municipal Code, under the terms, conditions and limitations set forth in the Agreement; and

WHEREAS, the Board of Trustees of the Town of Eagle held a public hearing on August 23, 2016 at which it received evidence and testimony concerning the Agreement and the Development Plan, at the conclusion of which the Board of Trustees considered such evidence and testimony so introduced and by this Resolution sets forth its findings of fact and conclusions.

WHEREAS, approval of the Development Plan and the Agreement are in the best interests of the public health, safety and general welfare of the inhabitants of the Town; and

WHEREAS, the Board of Trustees of the Town of Eagle finds and determines that the proposed Development Plan, as approved with conditions, will comply with the Town's regulations, goals and policies.

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

Section 1. The Board of Trustees of the Town of Eagle hereby makes the following findings of fact and conclusions:

(a) The Agreement and Development Plan, as approved with conditions, comply with all applicable laws and regulations of the State of Colorado and the Town, including, without limitation, Article 68 of Title 24, C.R.S., Chapter 4.06 of the Eagle Municipal Code and Chapter 4.17 of the Eagle Municipal Code.

(b) All notices required for the public hearing at which the Board of Trustees considered the Agreement and the Development Plan were properly and timely published or posted in accordance with all applicable laws and regulations of the State of Colorado and the Town.

(c) The public hearing at which the Board of Trustees considered the Agreement and the Development Plan was held and conducted in accordance with all applicable laws and regulations of the State of Colorado and the Town.

(d) The Town has authority to enter into the Agreement pursuant to Sections 24-68-204(2), 31-15-101, and 29-20-101, *et. seq.*, C.R.S. and pursuant to Title 4 of the Eagle Municipal Code.

(e) The Town's approval of the Agreement and the Development Plan are in the best interests of the public health, safety and general welfare of the inhabitants of the Town.

Section 2. The Development Plan for Parcel B of the Creekside Final Plat, Town of Eagle, County of Eagle, State of Colorado, attached hereto as Exhibit "B" and incorporated herein by

this reference, and the Agreement are hereby approved and the Town shall enter into the Agreement and perform its obligations under such Agreement.

Section 3. The Mayor of the Town of Eagle is hereby authorized and directed to execute the Agreement on behalf of the Town.

Section 4. The Town Planner is hereby authorized and directed to issue a Major Development Permit to the Applicant subject to the terms and conditions of the Agreement and the Development Plan, as approved.

Section 5. Approval of the Agreement, together with approval of the Development Plan, as approved with conditions, collectively hereby constitute approval of a site specific development plan establishing vested property rights pursuant to Article 68 of Title 24, C.R.S., and Section 4.17.030 of the Eagle Municipal Code in accordance with the terms, conditions and limitations of the Agreement.

Section 6. Within fourteen (14) days after the approval of this Resolution, the Town Clerk, on behalf of the Town of Eagle, is hereby authorized and directed to:

(a) Publish a notice advising the general public that approval of the Development Improvements Agreement pursuant to this Resolution, together with approval of the Development Plan, as approved with conditions, collectively constitute approval of a site specific development plan establishing vested property rights in accordance with the terms, conditions and limitations of the Agreement and pursuant to Article 68 of Title 24, C.R.S., and Section 4.17.030 of the Eagle Municipal Code; and

(c) File for record one certified copy of the Agreement, the Development Plan and the within Resolution with the Clerk and Recorder of Eagle County, Colorado.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on October 11, 2016.

TOWN OF EAGLE, COLORADO

By: _____

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPMENT IMPROVEMENTS AGREEMENT
Parcel B, Creekside Lofts

THIS AGREEMENT is entered into and made effective as of the 11 day of October, 2016, by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation, whose address is P.O. Box 609, Eagle, Colorado 81631 (hereinafter referred to as the "Town"); and ERLI LOT 2, LLC, LLC, a Colorado limited liability company, whose address is 232 West Meadow Drive, Vail, Colorado 81657, (hereinafter referred to as the "Developer").

RECITALS

A. WHEREAS, the Developer is the owner of Parcel B, Creekside Lofts Subdivision, Town of Eagle, County of Eagle, State of Colorado also known as 718 Prince Alley, Eagle, Colorado (the "Property" or "Development"); and

B. WHEREAS, the Developer desires to develop the Property for eight (8) dwelling units contained in three (3) buildings, a four-plex, a three-plex and one (1) single family home and has filed an application for a Major Development Permit pursuant to Chapter 4.06 of the Eagle Municipal Code; and

C. WHEREAS, the Board of Trustees has approved a Development Plan for the Property, subject to conditions, in accordance with Section 4.06.030 of the Eagle Municipal Code; and

D. WHEREAS, Section 4.06.010(F) of the Eagle Municipal Code requires a developer to furnish the Town with a performance guarantee in order to secure the construction and installation of pedestrian paths, parking spaces, wastewater lines, paving, and any other public improvements required by the approved Development Plan as a condition for the issuance of a development permit; and

E. WHEREAS, the legislature of the State of Colorado adopted Section 24-68-101, *et. seq.* of the Colorado Revised Statutes (the "Vested Property Rights Statute") to provide for the establishment of vested property rights in order to ensure reasonable certainty, stability and fairness in the land use planning process and in order to stimulate economic growth, security, reasonable investment-backed expectations of landowners, and foster cooperation between the public and private sectors in the area of land use planning. The Vested Property Rights Statute authorizes the Town to enter into development agreements with landowners providing for vesting of certain property rights; and

F. WHEREAS, consistent with the Vested Property Rights Statute, Chapter 4.17 of the Eagle Municipal Code (the "Vested Property Rights Regulations") authorizes the Town to enter into development agreements with landowners and other qualified applicants providing for the vesting of property development rights; and

G. WHEREAS, a purpose of this Agreement is to assure development of the Property will take place in accordance with the approved Development Plan and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the Development or for the benefit of occupants of the Property; and

H. WHEREAS, development of the Property in accordance with this Agreement will provide for orderly growth in accordance with the policies and goals set forth in the Town's Master Plan, ensure reasonable certainty, stability and fairness in the land use planning process, stimulate economic growth, secure the reasonable investment-backed expectations of Developer, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes for which the Vested Property Rights Statute and the Vest Property Rights Regulations were enacted. In exchange for these benefits and the other benefits to the Town contemplated by this Agreement, together with the public benefits served by the orderly development of the Property, Developer desires to receive the assurance that it may proceed with development of the Property pursuant to the terms and conditions contained in this Agreement; and

I. WHEREAS, the Town and Developer mutually agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon the Developer and its successors in connection with the acceptance and favorable action on the Developer's application for a Major Development Permit; the Town recognizing and reciting that such matters are necessary to protect, promote and enhance the public welfare; and

J. WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are authorized by Colorado law and Title 4 of the Eagle Municipal Code.

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

SECTION 1 DEFINITIONS

1.1 APF Regulations. The Town's regulations regarding assurance of adequate public facilities, as set forth in Chapter 4.14 of the Eagle Municipal Code in effect as of the effective date of this Agreement, unless otherwise provided in this Agreement.

1.2 Agreement. This Development Improvements Agreement for Parcel B, Creekside Lofts Subdivision, Town of Eagle, County of Eagle, State of Colorado, between Developer and the Town.

1.3 Board. The Board of Trustees of the Town of Eagle, Colorado.

1.4 Developer. ERLI Lot 2, LLC, a Colorado limited liability company, and its successors and assigns.

1.5 Development. The residential development to be constructed on the Property.

1.6 Development Plan. The Development Plan for the Property required pursuant to Section 4.06.030 of the Eagle Municipal Code, attached hereto as Exhibit "A", and incorporated herein by this reference, which together with this Agreement shall constitute the "site-specific development plan" establishing Vested Property Rights in accordance with the Vested Property Rights Statute and the Vested Property Rights Regulations.

1.7 Property. The real property known as Parcel B, Creekside Lofts Subdivision, Town of Eagle, County of Eagle, State of Colorado.

1.8 Town. The Town of Eagle, Colorado, a municipal corporation.

1.9 Uniform, Non-discriminatory Regulations. Collectively, Town ordinances, rules, regulations, policies and standards, including engineering and design standards, applicable in the same manner to all developments within the Town.

1.10 Vested Property Rights Regulations. Chapter 4.17 of the Eagle Municipal Code.

1.11 Vested Property Rights Statute. Sections 24-68-101, *et. seq.*, C.R.S.

SECTION 2

TERM

The term of this Agreement and the vested property rights expressly established under this Agreement shall commence on the effective date of the Town ordinance or resolution approving this Agreement, and shall continue until the third (3rd) anniversary of the effective date of this Agreement. Developer will only be required to construct the public improvements described in this Agreement and the Development Plan if Developer elects to construct residential dwelling units on the Property during said term. After the expiration of the term, this Agreement may be terminated by the Town and upon such termination shall be of no further force or effect except as to the maintenance of the Development improvements; provided, however, that such termination shall not affect (a) any common law vested rights obtained prior to such termination; (b) any right arising from Town permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement, or (c) the parties rights pursuant to subsection 16.5 below.

SECTION 3
SCOPE OF THIS AGREEMENT

3.1 Purpose. This Agreement is intended to set forth the parties' understanding and agreement as to the development of the Property pursuant to Article 68 of Title 24 of the Colorado Revised Statutes and Title 4 of the Eagle Municipal Code; as to the nature of the development proposed for the Property; as to the procedures, limitations and standards applicable to the construction of public and other required on-site and off-site Development improvements to be installed to serve the Property; as to the responsibilities of the parties for various costs, fees and charges; and as to such other matters the parties believe can be adequately addressed at this time. This Agreement is not intended to address those matters which are more appropriately considered at the time of issuance of building permits for the Development, or future subdivision of the Property.

3.2 Town's Rights Reserved. It is not the intention of the parties in any way to diminish or limit the Town's legislative, quasi-judicial, or other non-delegable discretionary powers or to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any future applications, plans, drawings, security documents, improvements, and conveyances, except as otherwise set forth in this Agreement. The Town reserves all rights to review, approve or deny any future Subdivision application for the Property in accordance with State law and the ordinances and policies of the Town then in effect. It is furthermore the express intention of the parties that nothing in this Agreement shall be construed to void the rights and obligations of the parties as set forth herein, to the extent such rights and obligations are consistent with law. The parties expressly agree they will fully perform this Agreement to the extent it is consistent with the law.

SECTION 4
DEVELOPMENT OF THE PROPERTY

4.1 Nature of Development. The Property is intended to be developed for a total of eight (8) dwelling units contained in three (3) buildings, a four-plex, a three-plex and a single family home.

4.2 Compliance with Current Regulations. Developer states that it has reviewed all applicable zoning, subdivision, building and other development regulations and ordinances of the Town currently in effect. Developer agrees to comply with all said regulations and requirements.

SECTION 5
ADEQUATE PUBLIC FACILITIES

Because of the nature and size of this Development, the Development is exempt from the requirement that a determination of adequacy of public facilities be made, pursuant to Section

4.14.020 of the Eagle Municipal Code.

SECTION 6

DEVELOPMENT IMPROVEMENTS AND WARRANTY-GENERAL PROVISIONS

6.1 Construction of Improvements by Developer. All on-site water service lines and other water distribution facilities necessary to provide treated water service for this Development, all on-site wastewater collection service lines and related improvements necessary to provide wastewater service for this Development, any on-site drainage facilities required for the Development, a gravel pedestrian path including grading improvements, three (3) gravel parking spaces on the west side of Prince Alley, installation of eight (8) water taps and construction of water service lines from such taps on the water main to curb stops, reconstruction of the bollard system at the end of Prince Alley, a pavement overlay of Prince Alley in areas where road cuts for utility extensions will occur and any other public or required private development improvements as shown in the Development Plan and Exhibit "A", this Agreement, and any other improvements required by Uniform, Non-discriminatory Regulations contained within the Eagle Municipal Code shall be installed and completed at the sole cost and expense of the Developer. The public and other required development improvements to be constructed by the Developer shall be designed and built in conformance with all Uniform Non-discriminatory Regulations and requirements contained within, or promulgated pursuant to, Title 4 of the Eagle Municipal Code in effect as of the effective date of this Agreement. All such public and required Development improvements shall be designed and approved by a registered professional engineer retained by the Developer. All drawings and plans for such improvements shall be stamped by a registered engineer.

6.2 Schedule of Improvements to be Constructed by Developer. Preliminary cost estimates prepared by Developer's engineer are attached hereto as Exhibit "B" and incorporated herein by this reference. Prior to the issuance of a building permit for any structure on the Property, Developer shall submit Development Permit Civil Drawings and a Landscape Plan which shall be approved in writing by the Town Engineer. Such drawings shall govern the installation of the required public and other development improvements in order for Developer to obtain a building permit, Temporary Certificate of Occupancy or Certificate of Occupancy. Prior to any construction on the Property, Developer shall provide to the Town Engineer for review and approval a coordinated set of architectural, landscape and engineering drawings with any revisions requested by the Town Engineer.

Prior to commencing work on the Property, the Developer shall submit to the Town for its review and approval a Final Cost Estimate showing in detail the required public improvements required for the Development that it shall be responsible for constructing, and the cost therefor. The Town Engineer shall review the Final Cost Estimate, and upon approval, such document may be recorded as an addendum to this Agreement. Unless otherwise authorized by the Town Administrator, no work shall be commenced on the Property by the Developer until such time as the performance guarantee pursuant to Section 9 of this Agreement has been furnished to the

Town.

6.3 Warranty by Developer. The Developer shall warrant any and all on-site and off-site public improvements constructed by Developer which are conveyed or dedicated to the Town pursuant to this Agreement, or the Development Plan, for a period of twenty-four (24) months from the date the Town's Engineer certifies that the same conform with the approved specifications. Specifically, but not by way of limitation, the Developer shall warrant the following:

- (a) That the title conveyed shall be good and its transfer rightful; and
- (b) Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- (c) Any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

6.4 Town Inspections. The Town shall have the right to make engineering inspections and require testing during construction of the required public Development improvements in such reasonable intervals and upon reasonable notice as the Town Engineer may request in accordance with the Town's Street Construction Regulations, Water Distribution Regulations, and Wastewater Regulations, or as otherwise determined by the Town Engineer. Inspection, acquiescence and approval of any engineering inspector of the construction of physical facilities, at any particular time, shall not constitute the approval by the Town of any phase of the construction of such public improvements. Such approvals shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

6.5 Approval by Town Engineer. Upon full completion of construction by the Developer of such on-site and any off-site public improvements, the Developer shall submit to the Town Engineer a written request for an inspection and the preparation of a Final Acceptance Punch List. Upon receipt of such request, the Town Engineer shall inspect the improvements and prepare a written Final Acceptance Punch List which shall be provided to the Developer within thirty (30) days of receipt of said written request from the Developer. Within ninety (90) days from receipt of the Final Acceptance Punch List, the Developer shall make all corrections necessary to bring the system or improvements in to conformity with applicable Town standards and all plans, as approved. In the event the Developer fails to complete the Final Acceptance Punch List work within said ninety (90) day period, the Town shall proceed to exercise its remedies pursuant to Section 9 of this Agreement.

Upon completing the Final Acceptance Punch List work, the Developer shall submit to the Town Engineer a written request for final acceptance. The Town Engineer shall then inspect said improvements and issue a written determination as to whether the Final Acceptance Punch List work has been satisfactorily completed within thirty (30) days of the Developer's request. If the

Town Engineer determines that the Final Acceptance Punch List work has not been satisfactorily completed, the Town Engineer shall issue a revised written Final Acceptance Punch List to the Developer. Upon a determination by the Town Engineer that the Final Acceptance Punch List work has been completed in a satisfactory manner, the Town Engineer shall prepare a bill of sale for the public improvements to be conveyed for consideration by the Town Administrator. The Town Administrator shall issue a written acceptance of the bill of sale within forty-five (45) days of the determination that the work is complete. The warranty period set forth in subsection 6.3 above shall commence upon the date of approval of the bill of sale. The Town shall be under no obligation to provide any water service or wastewater collection service until on-site water and wastewater lines have been installed and are brought into conformance with the applicable plans and specifications approved by the Town Engineer.

6.6 Provision of "As-built" Drawings. The Developer shall provide all necessary engineering designs, surveys, field surveys, and "as-built" drawings for all on-site and off-site public improvements and utility improvements constructed by Developer which shall be approved by the Town Engineer. The "as-built" locations of all utility service lines shall be prepared by a registered land surveyor at the Developer's sole expense. Developer shall use good faith efforts to submit such "as-built" drawings for the Development prior to the issuance of a Temporary Certificate of Occupancy for any building or structure within the Development. No Certificate of Occupancy for any building or structure within the Development shall be issued until the required "as-built" drawings have been submitted to the Town. In addition, all expenses incurred for this Property by the Town in updating the Town's base maps shall be paid by the Developer to the Town. Developer shall submit both hard copy and electronic files of the "as-built" drawings. The format of the electronic files shall be AutoCad 2004 or latest edition thereof.

6.7 Conveyance of Public Improvements. All on-site and any off-site public improvements constructed by Developer in accordance with this Agreement, shall be dedicated to the Town and warranted for a period of twenty-four (24) months following completion and approval, as provided in subsection 6.5 above. Upon completion of construction in conformity with the plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all physical facilities constructed by Developer necessary for the extension, maintenance and repair of municipal utility services and other public facilities in accordance with subsection 6.5 above. Acceptance of said conveyance shall be authorized by the Town Administrator. Following such dedication or conveyance, the Town shall be solely responsible for the maintenance of such improvements, including any utility charges, and any damage to the improvements not resulting from defects in materials and workmanship, except for any correction work required during the warranty period. In addition, all required private Development improvements such as utility service lines, shown on the Development Plan, related plans and approved construction drawings submitted to the Town for this Development, shall be warranted for a period of twenty-four (24) months following completion and approval, as provided in subsection 6.3 above.

6.8 Construction Schedule. Prior to commencing any work on the Property, the Developer shall submit an agreed upon time schedule for the construction and completion of the public and other required private Development improvements, including public infrastructure, landscaping, and the phasing of the construction of buildings. Said schedule shall provide for a commencement date as well as a date when such improvements will be substantially completed.

Where Developer is prevented from commencing or completing any of the public or other required private Development improvements within the time periods set forth in the construction schedule or otherwise set forth in this Agreement due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the Developer, the times for commencement and/or completion of such improvements shall be extended in an amount equal to the time lost due to such delay if a request is made in writing to the Town by the Developer and approved by the Town Engineer. Delays beyond the control of the Developer shall include, but not be limited to, acts of neglect by the Town, fires, floods, epidemics, weather conditions, strikes, freight embargos or acts of God. Delays attributable to and within the control of the Developer's contractors, subcontractors or suppliers, as applicable, shall be deemed to be delays within the control of the Developer.

6.9 Dogs Prohibited During Construction. The Developer shall prohibit its contractors and subcontractors from bringing dogs onto the Property, even if such dogs are to be kept inside motor vehicles. Violation of this policy shall result in the immediate eviction of the dog and the dog's owner or harbinger by the Developer from the Property. In the event of a second violation by the same dog and/or the same dog's owner or harbinger, the dog and the dog's owner or harbinger shall be immediately evicted from the Property by the Developer and the offending person shall be prohibited from entering or working within the Property for the following seven (7) consecutive calendar days. In the event of a third violation, the offending person shall be prohibited by the Developer from entering or working within the Property for the following six (6) calendar months.

SECTION 7 LANDSCAPING

Developer shall submit to the Town for review and approval a landscape plan as part of Developer's application for the first building permit.

SECTION 8 WATER AND WASTEWATER SERVICES

8.1 Dedication of Water Rights. The Town acknowledges that sufficient water rights have previously been dedicated to the Town to serve this Development.

8.2 Construction of Treated Water Distribution System Improvements. The Developer shall be responsible for extending all water facilities necessary to provide water service to the Development.

8.3 Provision of Water Service Within the Development. Upon completion of the water system improvements necessary to serve the Development, the Town shall provide municipal treated water service to the Development. Provision of water service within the Development to customers shall be made available on a first come/first served basis with other water service customers subject to system capacity upon payment of applicable plant investment fees and utility connection charges at the then applicable rate set forth in the Eagle Municipal Code. Neither the Developer nor any other customer shall receive any preference for or assurance of the availability of water service from the Town until a plant investment fee is paid.

8.4 Construction of Wastewater Collection System Improvements. The Developer, at its sole cost and expense, shall design, purchase, and install all elements of the wastewater collection system located on the Property to fully service the Development in accordance with Exhibit "A" and any other design drawings, plans and specifications submitted with the Development Plan and approved by the Town Engineer, and applicable Uniform Non-discriminatory Regulations of the Town in effect at the time of issuance of the Major Development Permit.

8.5 Provision of Wastewater Service by the Town. Upon completion of any wastewater collection system improvements necessary to serve the Development by the Town and the Developer, and upon approval and acceptance by the Town Engineer, the Town agrees to provide wastewater treatment and collection service to the Development upon Developer or other customer making a written request for such service and the payment of any required plant investment fees and connection charges. Provision of wastewater service by the Town within the Development shall be made pursuant to agreement by the Town and on a first come/first served basis with other wastewater service customers, subject to system capacity and any prior commitments, and at the then applicable rate as set forth in the Eagle Municipal Code. Neither the Developer nor any other customer shall receive any preference for or assurance of the availability of wastewater service from the Town until a plant investment fee is paid.

SECTION 9 PERFORMANCE GUARANTEE

9.1 Security Required. In order to secure the construction and installation of the public improvements, whether on-site or off-site, above described and as shown in the Development Plan for the Property and Exhibit "A" attached hereto, for which Developer is responsible, Developer shall furnish the Town with: (a) cash to be deposited in an escrow account that is acceptable to the Town pursuant to the Escrow and Disbursement Agreement attached hereto as Exhibit "C" and incorporated herein by this reference; or (b) an irrevocable standby letter of credit that is acceptable to the Town to secure the performance and completion of such

required public improvements in an amount equal to one hundred ten percent (110%) of the estimated cost of said facilities.

9.2 Delivery of Security. Developer shall furnish to the Town the security required by this Section concurrently with the issuance of the Major Development Permit. The Developer shall not commence any work within the Development until such approved security is furnished to the Town.

9.3 Special Letter of Credit Standards. In the event the Developer elects to deliver to the Town an irrevocable letter of credit as a performance guarantee, the letter of credit shall be payable at sight to the Town, or its designee, and will bear an expiration date of not earlier than two (2) years from the date of issuance. The Developer shall renew such letter of credit as necessary in order to secure the performance and completion of the public improvements for which Developer is responsible in accordance with this Agreement, without further notice from the Town. If the Developer fails to provide the Town a satisfactory substitute letter of credit at least thirty (30) days prior to the expiration date of the letter of credit previously delivered, the Town may, at its sole option, draw the full amount of the letter of credit and hold the proceeds thereof as a performance guarantee deposit. The proceeds of such draw shall be deposited in a federally insured interest bearing account, and all interest earned thereon shall be added to and become part of the performance guarantee deposit.

9.4 Additional Security Standards; Payment Upon Default. The letter of credit, or escrow funds shall be payable at any time upon presentation of an affidavit by the Town stating Developer is in default under this Agreement, has received notice of such default as required by subsection 9.7 of this Agreement and has failed to cure such default within the time set forth in subsection 9.7 of this Agreement or in the case of a letter of credit, the Developer has failed to renew the letter of credit as required herein. The letter of credit, or Escrow and Disbursement Agreement shall be in good and sufficient form as approved by the Town. In the event of a default by the Developer and compliance with the terms of subsection 9.7 of this Agreement the financial institution shall disperse funds, upon written request by the Town, or the escrow fund may be drawn upon, showing the proposed payee and the amount to be paid. Copies of any such request shall be sent to the Developer at its last known address.

9.5 Partial Release of Security. Upon completion of a certain class of the improvements by the Developer, such as water system improvements by way of example, evidenced by a detailed cost breakdown of the completed improvements, the amount of any security issued pursuant to this Agreement may be reduced by up to twenty percent (20%) of the approved estimated cost for the installation of such class of improvements, upon application of the Developer, and approval by the Town Administrator. Upon completion of all of the public improvements by the Developer, and upon final inspection and approval by the Town Engineer of all such improvements, the Board of Trustees shall further authorize the reduction of the amount of the security guaranteeing the public improvements to ten percent (10%) of the total actual cost of such improvements.

9.6 Full Release of Security. Any performance guarantee issued pursuant to this Agreement shall be fully released and discharged by action of Town's Board of Trustees upon expiration of the twenty-four (24) month warranty period, and the correction of any defects discovered during such warranty period. In the event that the correction of defects are not satisfactorily completed upon the expiration of the twenty-four (24) months, the Town may require a new performance guarantee and withhold the issuance of building permits until a new improvements guarantee is delivered to the Town. The warranty period begins on the day Board of Trustees approves the Partial Release of Security per subsection 9.5 above.

9.7 Notice of Default. Upon the Developer's failure to perform its obligations under this Agreement, all other applicable plans, drawings, specifications and other documents as approved, within the time periods set forth in this Agreement, the Town may give written notice to Developer of the nature of the default and an opportunity to be heard before the Board of Trustees concerning such default. If such default has not been remedied within thirty (30) days of receipt of the notice or of the date of any hearing before the Board of Trustees, whichever is later, (or such reasonable time period as is necessary to cure the default provided that Developer has commenced in good faith to cure the default), the Town may then give written notice to the Developer and issuer of a letter of credit, or escrow agent that the Town, as agent for the Developer, is proceeding with the task of installing the public and other required Development improvements in whole or in part.

9.8 Power of Attorney Granted. The Developer hereby designates and irrevocably appoint the Mayor of the Town of Eagle, Colorado, as its Attorney-In-Fact and agent for the purpose of completing all public and other necessary improvements required by this Agreement in the event of a default by the Developer. This Agreement shall be filed in the office of the Clerk and Recorder of Eagle County, Colorado, and shall constitute constructive notice of this Agreement and the power of attorney provided herein. This Agreement and power of attorney contained herein may be enforced by the Town pursuant to all legal and equitable remedies available, including an action for specific performance in a court of competent jurisdiction.

9.9 Increase in Amount of Security. If a substantial amount of time elapses between the time of posting of the security and actual construction of the improvements, the Town reserves the right to require a reasonable increase in the amount of the applicable security, if necessary because of estimated increased costs of construction.

9.10 Cost Estimate Not Binding. The purpose of the cost estimate provided to the Town is solely to determine the amount of security required and may be revised from time to time to reflect the actual costs. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual cost of all such public improvements. Neither the estimated costs nor the amount of the security establishes the maximum amount of the Developer's liability.

9.11 Attorney's Fees. If any legal proceedings are commenced concerning the Town's election to complete the public improvements, as agent for the Developer, against the Developer, or issuer of the letter of credit, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time).

SECTION 10 INDEMNIFICATION AND INSURANCE

10.1 Indemnification By Contractors. Any contractor employed by the Developer who performs work within rights-of-way or easements dedicated to the Town or within other property owned by the Town shall agree to indemnify and hold harmless the Town of Eagle, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for the Developer within Town rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

10.2 Insurance Required. Any contractor employed by the Developer to perform work within rights-of-way or easements dedicated to the Town or within any other property owned by the Town, shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor pursuant to subsection 10.1. Such insurance shall be in addition to any other insurance requirements imposed by the Developer or by law. Any such contractor shall not be relieved of any liability, claims, demands or other obligations to be assumed pursuant to subsection 10.1 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

10.3 Nature and Amounts of Insurance. Any contractor employed by the Developer to perform work within rights-of-way and easements dedicated to the Town or other property owned by the Town shall procure and maintain, and shall cause any subcontractor of such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All

coverages shall be continuously maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor pursuant to subsection 10.1. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(a) Workers compensation insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work, and Employers' Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Evidence of qualified self-insured status may be substituted for the Workers Compensation requirements of this paragraph.

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

(c) Comprehensive Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate with respect to each of a contractor's owned, hired or non-owned vehicles assigned to or used in performance of services within the Town's rights-of-way, easements and other property. The policy shall contain a severability of interests provision.

(d) The policies required by paragraphs (b) and (c) above shall be endorsed to include the Town of Eagle and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Developer's contractors. No additional insured endorsement to the policy required by paragraph (a) above shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.

(e) Upon request by the Town, the Developer, shall provide the Town with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town.

10.4 Indemnification by Developer. In addition to the indemnification required in subsection 10.1, the Developer hereby expressly agrees to indemnify and hold the Town

harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Development and elsewhere by the Developer, or its agents, contractors or employees pursuant to this Agreement. The Developer further agrees to aid and defend the Town in the event that the Town is named as a defendant in any action concerning the performance of work by the Developer, or its agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Developer. The Developer shall not be considered an agent or employee of the Town for any purpose.

10.5 Governmental Immunity. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision contained in this Section, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et.seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

SECTION 11 REIMBURSEMENT OF COSTS

11.1 Development Review Costs. Pursuant to Section 4.03.080(C)(2) of the Eagle Municipal Code, the Developer shall pay to the Town the actual cost to the Town for consulting engineering, surveying, base map updating, consultant planning services, and legal services rendered in connection with the Developer's Major Development Permit application. Said costs shall be paid prior to the issuance of the Major Development Permit. Provided, however, upon request, the Developer shall receive detailed invoices reflecting the nature and description of each charge so incurred by the Town. In the event the Developer does not believe that the costs assessed under this Section are reasonable, the Developer may appeal such assessment to the Board of Trustees. Following an opportunity for the Developer to be heard, the Board shall affirm the appeal or deny the appeal.

11.2 Inspection Costs. Prior to the approval and acceptance of the construction and installation of the required public and private Development improvements, the Developer shall pay to the Town the actual cost of all inspections of such improvements made or conducted at the direction of the Town Administrator, Town Engineer, or Town Public Works Director, including the reasonable value of a salaried employee's time, as provided in Section 4.03.080(D)(1) of the Eagle Municipal Code. In the event the Developer believes the costs assessed are unreasonable, the Developer may appeal such assessment in the manner set forth in subsection 11.1.

SECTION 12
IMPACT FEES; SALES AND USE TAXES

12.1 Street Improvement Fees. In accordance with Section 4.13.185 of the Eagle Municipal Code, Developer shall pay to the Town the sum of \$5,538.00 as and for street improvement fees for seven (7) multi-family residential units and one (1) single family unit. Such fees shall be paid prior to the issuance of the Major Development Permit for the Development.

12.2 Fire Protection Impact Fees. In accordance with Section 4.13.186 of the Eagle Municipal Code, Developer shall pay to the Town the sum of \$8,568.00 as and for fire protection impact fees for seven (7) multi-family residential units and one (1) single family unit. Such fees shall be paid prior to the issuance of the Major Development Permit for the Property.

SECTION 13
ISSUANCE OF MAJOR DEVELOPMENT PERMIT

Upon payment of the costs set forth in subsection 11.1, 12.1 and 12.2, the Town agrees to issue a Major Development Permit to the Developer subject to the terms and conditions of this Agreement and the Development Plan, as approved by the Town.

SECTION 14
ENFORCEMENT

14.1 Default; Notice; Termination. In the event of any default or breach by the Developer of a covenant, term, condition, or obligation under this Agreement, and if such default or breach continues after notice thereof for sixty (60) days, this Agreement may be forthwith terminated with respect to such party, at the option of the Town. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly authorized by the Town's Board of Trustees. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.

14.2 Legal Action. The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the right of specific performance. In the event that any action is filed or maintained by either party in relation to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time.

14.3 Other Remedies Available to Town. In the event the Developer fails to construct any required public improvements in accordance with the terms and conditions of this Agreement, following the delivery of a letter of credit or the deposit of funds into escrow as set forth in Section 9 of this Agreement and the Escrow and Disbursement Agreement attached hereto as Exhibit "B", the Town may exercise any of the remedies set forth in Section 9. Alternatively, the Town may assign any funds on deposit with the escrow agent to a subsequent

developer or a lender who has acquired the Development by purchase, foreclosure or otherwise who will then have the same rights of completion as the Town if the subsequent developer or lender agrees in writing to complete the unfinished improvements. In addition, the Town may also suspend the Major Development Permit approval during which time the Developer will have no right to lease or sell portions of the Property without the express written approval of the Town or until the improvements are completed and accepted by the Town. Provided, however, such suspension shall not affect (a) any right arising from other Town permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the issuance of the Major Development Permit; or (b) the parties' rights pursuant to subsection 16.5 below. These remedies are cumulative in nature.

SECTION 15
VESTED RIGHTS-VACATION OF DEVELOPMENT PLAN

15.1 Vested Property Rights. Developer and the Town agree that (a) this Agreement, together with the documents constituting the approved Development Plan constitute an approved "Site Specific Development Plan" as defined in the Vested Property Rights Statute and the Vested Property Rights Regulations, and (b) the owner of the Property shall have vested property rights to undertake and complete development and use of the Property for a period of three (3) years from the effective date of the ordinance or restitution approving this Agreement. The Town shall not initiate any zoning, land use or other legal or administrative action that would directly or indirectly have the effect of altering, impairing, preventing, diminishing, imposing a moratorium on development, delaying or otherwise materially and adversely impairing to a substantial degree any of Developer's vested property rights, except as otherwise permitted under Section 24-68-105, C.R.S., or as expressly set forth in this Agreement.

APPROVAL OF THIS PLAN CREATES A VESTED PROPERTY RIGHT PURSUANT TO SECTION 24-68-103, C.R.S., AS AMENDED.

15.2 Vacation of Development Plan. Failure of the Developer to complete construction of the public improvements required by this Agreement within the times provided herein and following the delivery of the notice described in subsection 9.6 hereof and the expiration of the thirty (30) day time period described in subsection 9.6 without a cure by Developer, the vested property rights associated with the Development Plan and this Agreement shall be forfeited. Upon such an event, the Board of Trustees of the Town may enact an ordinance vacating the Development Plan and Major Development Permit and upon the effective date of such ordinance, the Development Plan and the Major Development Permit issued in connection therewith shall be null, void, and of no effect. The Developer shall then be prohibited from developing the Property without further approvals by the Town. Any property rights dedicated to the Town of Eagle for public purposes shall remain the property of the Town and shall be considered liquidated damages. Provided, however, vacation of the Development Plan and Major Development Permit shall not affect (a) any right arising from other Town permits,

approvals or other entitlements for the Development which were granted or approved prior to, concurrently with, or subsequent to the issuance of the Major Development Permit; or (b) the parties' rights pursuant to subsection 16.5 below.

15.3 Certificate of Compliance. It is agreed that upon completion of all improvements which are the subject of this Agreement, expiration of the warranty period as provided herein, and compliance with all of the terms of this Agreement, the Town shall, upon request from Developer, execute a resolution or certificate stating that all improvements have been constructed in compliance with this Agreement.

SECTION 16 MISCELLANEOUS PROVISIONS

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

16.2 Failure to Exercise Rights. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by written amendment to this Agreement signed by the Town and the Developer; the waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement. The Developer's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Town.

16.3 Complete Agreement. This Agreement together with the Development Plan and related plans and design specifications contain all of the understandings, conditions and agreements between the Town and Developer relating to the Development at this time, and no other prior or current representation, oral or written, shall be effective or binding upon the Town and Developer, except for representations made by the Developer, or its agent, or the Town Board of Trustees and Town staff members at public hearings concerning approval of the Development Plan, not in conflict with the express provisions of this Agreement.

16.4 Enabling Ordinances Required. To the extent required by law and by the terms of this Agreement, the obligations and covenants of the Town are conditional upon the adoption by the Town of appropriate enabling ordinances or resolutions.

16.5 Attorney's Fees. In the event that any action is filed or maintained by any party in relation to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney fees (including legal assistant's fees) or the reasonable value of a salaried attorney's

time (including legal assistant's time). All rights concerning remedies or attorney's fees shall survive termination of this Agreement.

16.6 Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made or will be made.

16.7 Amendments. This Agreement may be amended from time to time by written agreement duly authorized by the parties.

16.8 Representations of Town Officials. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Eagle Municipal Code and ordinances, and that the Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town or its officers or agents or their designees which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado. Provided, however, that this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law.

16.9 Covenants. The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town of Eagle, and the benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the parties to this Agreement, except as otherwise provided herein.

16.10 Notices. All notices required or given by the terms of this Agreement shall be made by certified first class mail, postage prepaid, return receipt requested, to the parties at their addresses listed below. All notices shall be effective upon mailing. These addresses shall remain valid until notice of a change of address is given in accordance herewith.

If to Town: Town of Eagle, Colorado Board of Trustees
 P.O. Box 609
 Eagle, Colorado 81631
 Attn.: Town Manager

With a copy to: Sands Law Office, LLC.
 450 West Avenue, Suite 204
 Rifle, Colorado 81650
 Attn.: Edward P. Sands, Esq.

If to Developer: ERLI Lot 2, LLC
 232 West Meadow Drive
 Vail, Colorado 81657

16.11 Time of the Essence. Time is of the essence of this Agreement.

16.12 Colorado Law Applicable. This Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity, and enforceability.

16.13 Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, a letter of credit, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Eagle County, Colorado. The Developer expressly waives its right to bring such action in or to remove such action to any other court, whether State or federal.

16.14 Rights of Persons Not a Party. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

16.15 Provisions Deemed Severable. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

16.16 Assignment of Rights; Release of Obligations. The benefits of this Agreement are personal to the Developer and may not be assigned without the express written approval of the Town. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and they will be binding on the heirs, successors, and assigns of the Developer, unless otherwise released by the Town. There is no prohibition on the right of the Town to assign its rights under this Agreement. The Town will release the original Developer's security if it accepts new acceptable security from any developer or lender who obtains the Property. However, no act will constitute a release of the original Developer from liability under this Agreement unless an assignment of this Agreement is expressly authorized by the Town.

16.17 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity or governmental immunity under any applicable State law.

16.18 Recordation of Agreement. The Town shall record a copy of this Agreement in the office of the Clerk and Recorder of Eagle County, Colorado.

16.19 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF EAGLE, COLORADO, a municipal corporation, acting by and through its Board of Trustees,

ATTEST:

By: _____
Anne McKibbin, Mayor

Jenny Rakow, Town Clerk

ERLI Lot 2, LLC, a Colorado limited liability company

By: _____

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2016, by Anne McKibbin, Mayor, and Jenny Rakow, Town Clerk, respectively, of the Town of Eagle, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

[SEAL]

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2016, by
_____ of ERLI Lot 2, LLC, a Colorado limited liability
company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

[SEAL]

Notary Public

EXHIBIT LIST

Exhibit "A"	Development Plan
Exhibit "B"	Developer's Preliminary Cost Estimate
Exhibit "C"	Escrow & Disbursement Agreement

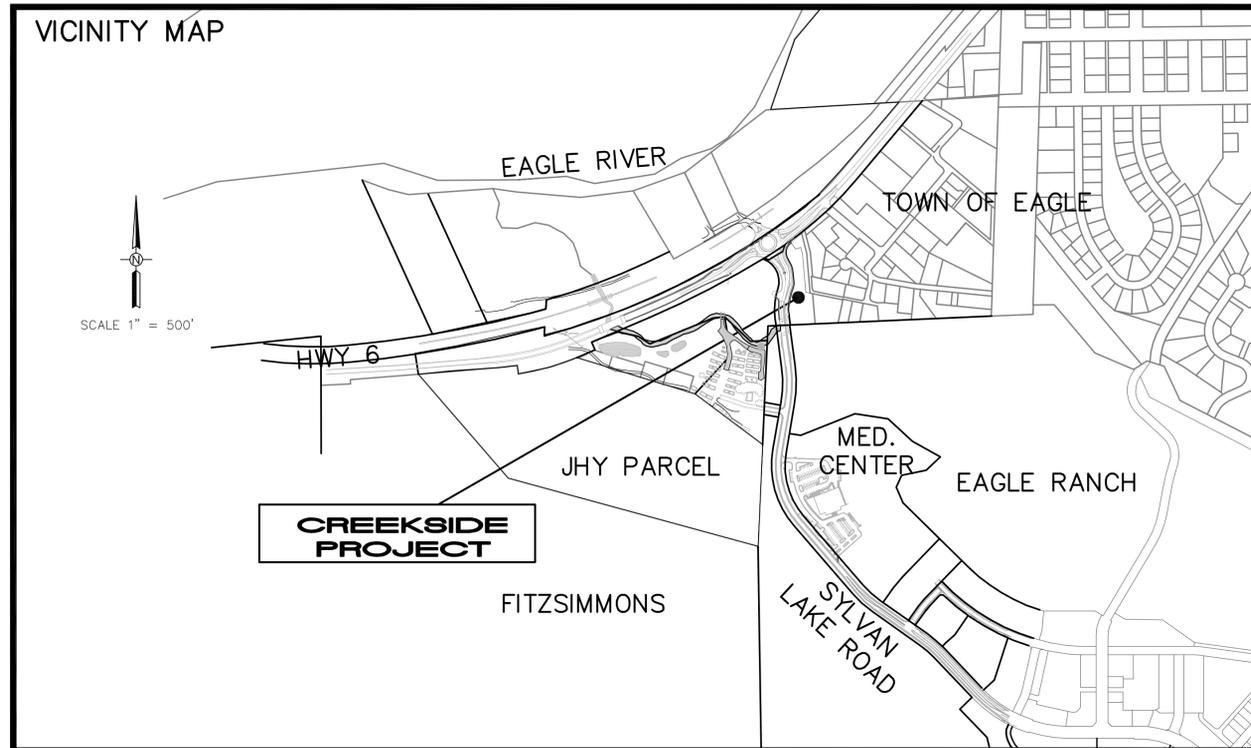
CREEKSID E EAGLE, COLORADO DEVELOPMENT PERMIT SEPTEMBER 2016

GENERAL NOTES

- The Contractor shall notify Alpine Engineering, Inc., Owner and Town of Eagle Engineering Dept. at least 48 hours prior to any construction. The Contractor shall coordinate all work with Alpine Engineering, Inc. and Owner.
- Alpine Engineering, Inc., assumes no responsibility for utility locations. It is the Contractor's responsibility to field verify the location of all utilities prior to commencement of any construction.
- The Contractor shall conform to all Town of Eagle rules, regulations and stipulations while accessing through or working in the Town.
- The Contractor shall take all appropriate precautions to significantly reduce any potential pollution caused by his activities, including vehicle fueling, storage of fertilizers or chemicals, etc. The Contractor shall have identified procedures for handling potential pollutants and have identified spill prevention and response procedures prior to any activities at the project site.
- The Contractor shall keep 2 sets of contract drawings marked up to fully indicate asbuilt conditions. The drawings shall be provided to the Owner and Alpine Engineering, Inc. upon completion of this work. Contractor is to provide at least three ties from physical monuments to all fittings, valves, hydrants, curb stops, air vac valves, pvs's, manholes, and services. The Town regulations require a description of all materials and appurtenances to be included in the asbuilts.
- The Contractor shall maintain traffic at all times to the satisfaction of the Owner and the Town of Eagle. The Contractor shall minimize traffic disruptions and provide adequate safety precautions to ensure public safety.
- Safety is the responsibility of the Contractor. The Engineer is not responsible for safety in, on, or about the project site, nor for compliance by the appropriate party with any regulations relating hereto.
- It is the Contractor's responsibility to obtain (and conform to) all proper construction permits including a road cut permit for work within the public right of way.
- The Owner will designate staging areas.
- The Contractor shall minimize all off site tracking. All soil tracked off site shall be immediately cleaned up to the satisfaction of The Town of Eagle, CDOT and the Owner.
- If any groundwater is encountered the Contractor shall contact Owner, Alpine Engineering, Inc., and the Project Geotechnical Engineer immediately.
- The Contractor shall protect and preserve all trees, bushes, shrubs, and ground cover in a manner acceptable to the Owner.
- Observations of the work in progress and on-site visits are not to be construed as a guarantee or warranty by the Engineer of the Contractor's contractual responsibilities.
- All materials and workmanship shall be subject to inspection by the Town and/or their representatives, and Alpine Engineering, Inc. The Town reserves the right to accept or reject any such materials and workmanship that do not conform to the approved drawings and/or district standards or specifications.
- All construction shall conform to town standards and specifications and be subject to construction observation by their representatives. Copies of town standards must be obtained by the Contractor. Contractor shall have one (1) copy of the plans and one (1) copy of the appropriate specifications on the job site at all times.
- Street closures shall be kept to a minimum length of time. There shall be no material storage on Town Streets or property.
- It is the Contractor's responsibility to prepare and submit a Traffic Control Plan, as a requirement of the Town of Eagle's Road Cut Permit, and submit to the Town's Engineer prior to construction. The plan shall show existing and proposed traffic signs, existing and proposed crosswalk striping, construction limits, fencing and access, and vehicle tracking control measures.
- No soils report was available for this Project. Alpine Engineering Inc. assumes no responsibilities for any risks associated with not adhering to any recommendations that typically may be contained in a soils report. If a soils report is prepared these plans will be revised to reflect any recommendations that are contained therein.
- Topographic information was provided by Archibeque Land Consultants. (original march 16, 2012, job #12113, additional surveys 2/10/16 and 3/30/16)

UTILITY NOTES

- The Contractor is warned that conflicts with existing utility services may exist. Prior to beginning any construction, the Contractor shall contact all appropriate utility companies for line locations. The Contractor shall then locate all utilities (including depth). Any conflicts with the proposed construction shall be brought to the attention of the Engineer so that line or grade changes can be made to eliminate any conflicts with these existing utilities. All existing utilities shall be protected from damage by the Contractor. Damaged utilities shall be repaired by the Contractor at no expense to the Owner.
- All construction activities and excavating for utility trenches shall meet OSHA requirements.
- All Water System and Sanitary Sewer System construction shall conform to Town of Eagle standard specifications.
- All water mains and services shall have a minimum cover of 6 feet.
- Provide 10 feet minimum horizontal separation between water and sewer mains and services or encase per Colorado Department of Health requirements.
- The Contractor shall mark all service line ends as shown on the details.
- The Contractor shall provide thrust blocks and megalu restraints at all bends and tees. Angles of water line bends are shown only as a guideline; all bends have not been identified or dimensioned, and additional bends may be required during construction. Vertical bends are not shown but will be required to maintain minimum cover.
- Water service lines to be Type K Copper with size per plan, a curb stop shall be installed for each service at the property line or edge of easement or as shown on the plans.
- The Contractor shall verify existing pipe or manhole inverts at tie in points prior to construction.
- The Contractor shall lay 10 gauge insulated copper trace wire along the water lines, (see detail sheet), and ductile iron water pipe shall be cad-welded charge size of CA-45. The Contractor shall test the pipe and the tracer wire to confirm conductivity prior to acceptance. The Contractor shall field install polyethylene wrap on all water lines (see detail sheet).
- The Contractor shall test all water mains in accordance with Town standard specifications, tests to include pressure test, chlorine test, bacteria test and leakage test.
- The Contractor shall attend a mandatory preconstruction meeting with the Town of Eagle Engineering Dept. and Alpine Engineering, Inc., prior to the start of construction.
- Sewer service lines to be 4" PVC unless otherwise indicated.
- All sewer lines shall have a minimum of 4.5 feet of cover.
- All sewer pipe dimensions noted are inside edge of manhole to inside edge of manhole.
- The Contractor shall test all sewer mains in accordance with Town standard specifications, tests to include low pressure air test, manhole vacuum test, and television test.
- The Contractor shall have water running in sewer lines during the t.v. recording process and cut sheet format shall conform to Town standard specifications.
- The Contractor is responsible for coordinating, conducting and scheduling for the testing of all utilities and obtaining approval and acceptance from all utilities.
- To maintain adequate skin friction on existing water mains during construction, the Contractor shall valve off stubs and deplete the pressure prior to excavation for extending water main stubs. The Contractor shall also go 10 feet minimum from the main cross tee before beginning the excavation trench. The excavation trench shall be a maximum of 1.5 : 1 slope.
- The Contractor may need to perform hydraulic testing and disinfection of existing waterlines as part of the testing and acceptance procedure for the proposed waterline.
- Compaction of all trenches and bedding must be attained as per specifications.
- PHONE\CATV: All phone and cable TV conduits, pedestals and appurtenances shall be installed in accordance with Century Link's design specifications and shall be reviewed and accepted by Century Tel.
- If Water Mains cross within 18" (vertical) of sewer services, or if water mains are beneath sewer services, the contractor shall use C900 pipe for the sewer services, and the water and pipe sticks shall be centered on each other.



GRADING AND DRAINAGE NOTES

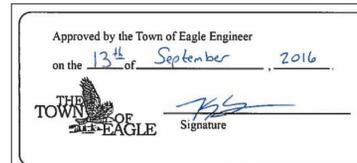
- All work performed for this project including storm drains and culverts shall be constructed in accordance with the Town of Eagle standards and the project Technical Specifications.
- All drain pipes shall be installed with the required bedding.
- Elevations shown are at pipe invert unless otherwise shown.
- All standard storm drain structures are subject to modification by the Engineer to meet field requirements.
- Where any part of the storm drain system is located in a fill section, provide fill material compacted to 95% AASHTO T99 density from the original undisturbed ground up to structure bottom slabs and pipe bedding.
- Inlet boxes to be oversized to accommodate pipe size where necessary. Provide traffic load rated inlet box and top slab to accommodate grate and frame for oversized boxes.
- All Reinforced Concrete Pipe Joints (RCP) shall utilize Type R-4 Rubber Gasket Joints which shall be in accordance with AASHTO M198 and ASTM C443 (standard specifications for joints for circular concrete pipe using rubber gaskets).
- Pipe lengths indicated are slope lengths measured along the centerline of pipe from inside face of box to inside face of box.
- Curbs and Gutters shall be installed in such a manner as to insure positive drainage in all areas, as shown.
- Direct downspout drainage away from building foundation or to storm per Geotechnical Engineer.
- Ditch revegetation and ditch protective linings will require field adjustment during construction to account for varying soil conditions. Revegetation and linings will be evaluated after ditches are constructed.
- The Contractor shall maintain existing drainage channels, culverts, and appurtenances during construction as necessary to protect roads and property.
- The Contractor shall remove all topsoil and man placed fill prior to commencement of construction.
- The ground surface surrounding the exterior of buildings shall be graded to slope away from the foundations in all directions.
- Proof roll all hardscape areas prior to installing basecourse and pavement, per Geotechnical Report.

SHEET INDEX

COVER SHEET	C1.1
GRADING PLAN	C2.1-C2.2
UTILITY PLAN	C3.1
DETAILS	C4.1-C4.3

PROJECT CONTACTS

DEVELOPER	ERIC EVES	(970) 331-8617
CONTRACTOR, DW DANTAS CONSTRUCTION	DAVE DANTAS	(970) 376-6111
TOWN OF EAGLE, ENGINEERING	KEVIN SHARKEY	(970) 328-6678
TOWN OF EAGLE, PUBLIC WORKS	DUSTY WALLS	(970) 328-6678
BLACK HILLS GAS	TODD ELLSWORTH	(970) 309-2722
HOLY CROSS ENERGY (ELECTRIC)	KEITH HERNANDEZ	(970) 947-5439
CENTURY LINK (PHONE\CATV)	JASON SHARPE	(970) 328-8288
CIVIL ENGINEER, ALPINE ENGINEERING INC.	GARY BROOKS	(970) 926-3373
LAND SURVEYOR, ARCHIBEQUE LAND CONSULTING	TED ARCHIBEQUE	(970) 328-6020



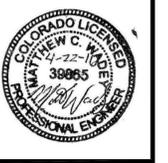
HOLY CROSS ENERGY CONSTRUCTION SPECIFICATIONS

TRENCH AND CONDUIT

- The developer or contractor will contact Holy Cross Energy before conduit and vault installation begins to schedule a pre-construction meeting with the project inspector.
- Changes in power facility construction from that shown on the project plans will not be made without advance approval from the Holy Cross Energy inspector.
- Holy Cross Energy material shall not be moved from the project to which it was assigned without the advance approval of the inspector and the completion of necessary paperwork. Holy Cross Energy material shall not be installed for any use other than construction of power facilities.
- All roads will be built to subgrade and all drainages will be constructed to grade before any vaults or conduits are installed.
- All trench will be excavated deep enough to ensure that the top of installed power facilities will be 48" below final grade. Special care must be taken to insure that the top of conduits will be 48" below the bottom of drainage ditches and all other low areas.
- Trench will be as straight as possible between vaults and shall have a smooth bottom free from low and high spots. Six inches of road base will be placed the entire length of the trench and well compacted prior to conduit installation. When placed in the trench, the conduit shall be in continuous contact with the compacted road base with no hold down weight added. Twelve inches of road base, as measured from the top of the conduit, will be placed on the conduit and well compacted prior to returning any native backfill to the trench. Large rocks shall not be placed directly on the road base layer. Care must be taken to avoid conduit damage during backfill and compaction; conduits found to be unusable at the time of power cable installation will be repaired by the developer or contractor before power can be made available.
- Power facilities to be placed parallel to deeper utilities will have a horizontal separation from the deeper utility greater than the depth of such utility below final grade less four feet (see attached drawing). When crossing a deeper utility is unavoidable, the crossing will be made as close to perpendicular as possible.
- Power line conduits will be installed with a minimum separation of 12" from all other new or existing underground utility lines. Wherever possible, this separation will be horizontal. The power line separation from plastic gas lines will be greater than this minimum wherever practicable. Power line conduits will be located deeper in the trench than the facilities of all other utilities unless the inspector grants a waiver prior to the start of construction.
- Backfill and compaction above the road base layer will be as required by the governmental entity or other party having jurisdiction.
- Conduit bell ends will not be allowed in the vaults. Holy Cross Energy will supply factory couplers, 90°, 45°, and 22 1/2° elbows as needed for job. Non-factory bends and heated bends will not be allowed. No more than two 90° elbows will be allowed in a conduit run of 500 feet. The conduit shall run straight between factory bends. Allowed bends must be further than 5' from a vault. Factory elbows supplied must be used intact; they cannot be cut to make a lesser bend. Bells will not be cut off conduit sticks to use as couplers. Holy Cross Energy elbows and pipe will be used only for the power facility installation.
- The conduit will not be backfilled without the Holy Cross Energy inspector seeing all joints unless the inspector gives prior permission. All joints shall be completely seated to the line marked on the mate end of the conduit after sufficient glue is applied to both conduits being jointed, even in areas where the trench cannot be excavated completely straight. Glue in the joint shall be allowed to completely dry prior to any stress being applied to the conduit on either side of the joint. Trench backfilled without the inspector viewing each joint or giving prior permission to cover the conduit, will be re-excavated to expose the conduit, or the contractor will put a camera through each conduit in the span which was prematurely backfilled to verify the joint seating and conduit condition. The camera verification will be witnessed by the Holy Cross Energy inspector.
- Individual conduits shall enter each vault at a consistent location. There is to be no crossing of conduits in the trench.
- Both ends of a conduit run shall be securely plugged at the time of installation with Holy Cross Energy supplied material. Conduit ending outside a vault shall be marked with a 4" x 4" post or other approved method.
- Red trench marking tape will be supplied by Holy Cross Energy and shall be installed 18" to 24" above the conduit during backfill.
- At completion of the job, the inspector will do a final inspection. If the job does not meet with Holy Cross Energy's specifications or the approval of inspector, service will not be provided until specifications are met.

Vaults

- Vaults shall be installed as follows:
 - Splice vaults shall be installed with the manhole lid grade being slightly above final grade of the surrounding area, except when the vault is in a roadway, the manhole lid grade shall match the grade of the finished roadway surface.
 - Splice vaults located in roads or other sloped areas will be installed so that the concrete base and lid are at the slope of the surrounding area. Vaults placed in roads will not be located in areas normally traversed by vehicle wheels. The inspector must approve all vaults installed at a slope.
 - Transformer vaults and switchgear vaults will be installed with the bottom of the lid at final grade. The lid will be level.
 - Where transformer and switchgear vaults are set into hillsides or sloped cuts, the downhill side of the vault will be graded according to C above. The slope behind the vault will be laid back sufficiently to prohibit soil or rocks from sloughing onto the vault. If the slope cannot be laid back far enough, a retaining wall shall be constructed behind the vault at the direction of the inspector.
 - All vault pads will be placed on the vaults at the time of vault installation to protect the public and wildlife, unless otherwise instructed by the inspector. The holes through transformer and switchgear pads will be covered at the time of vault installation with concrete pieces supplied by Holy Cross Energy, unless otherwise instructed by the inspector.
 - Large vault pieces shall be jointed with a tar type sealant provided by Holy Cross Energy, with the exception of the vault lid, at the direction of the inspector.
- Holes knocked in vaults for conduit installation shall be as small as possible and shall be grouted closed on the outside of the vault prior to backfill.
- Conduit shall enter vaults perpendicular to the vault wall, at least 2" from any adjacent walls and at least 2" above the vault base. There shall be a minimum separation of 1" between conduits. See vault drawings.
- Conduit will extend 4" into the vault (measured from the inside wall of the vault) after backfilling is complete.
- Ground rods in vaults for underground cable installation shall be laid in the trench with the conduits. The end of the rod shall extend approximately 6" into the vault through the conduit knockout. The rod will have a 45° bend located approximately 3" from the vault end, with the bend going away from the conduits. The bent end of the rod must be far enough from the vault wall to allow crimping the grounding conductor onto the rod. The rod must be at least 2" from the conduit at its entrance into the vault. See vault drawings.
- After the vault has been set, pipes extended in and grouted and the ground rod is in place, vaults shall be swept out removing all dirt or rocks. Cleanup shall be completed to the satisfaction of the inspector prior to cable installation being scheduled.
- Pedestals for other utilities shall not be located closer than 10' to a vault on sides where transformers or switchgear will have access doors. Pedestals shall not be located closer than 5' to a vault on areas where the pad-mounted equipment will not have access doors.

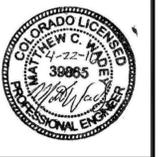


**CREEKSID E
EAGLE, COLORADO
COVER**

NO.	DATE	REVISIONS
	6/28/2016	DEVELOPMENT PERMIT
	7/20/2016	DEVELOPMENT PERMIT
	8/16/2016	TOWN COMMENTS
	9/21/2016	100% FOR CONSTRUCTION

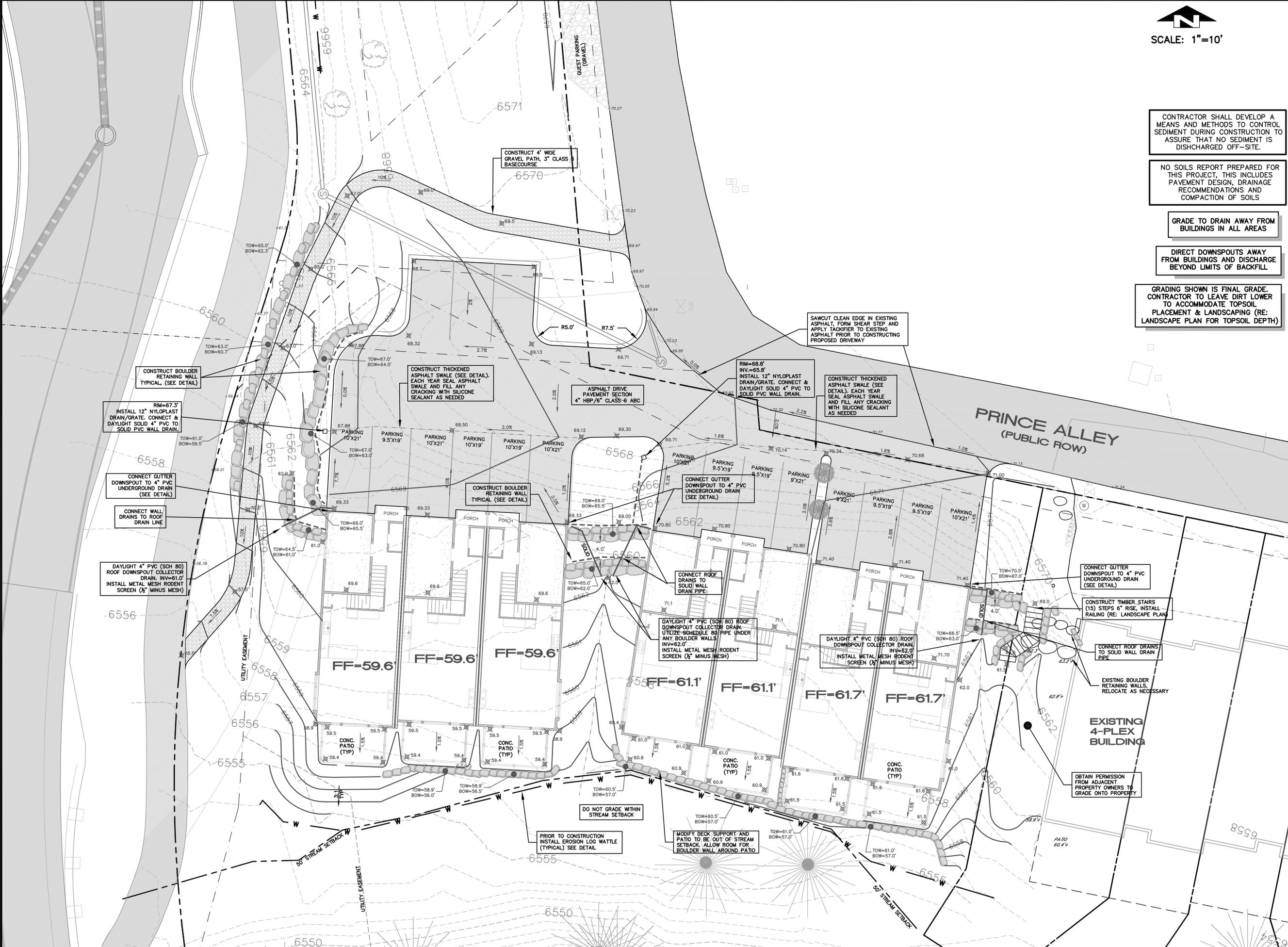
DESIGNED	GB, MW
DRAWN	GB, MW
CHECKED	MW, GB
JOB NO.	44072
DATE	3-1-2016

**SHEET
C1.1**



- CONTRACTOR SHALL DEVELOP A MEANS AND METHODS TO CONTROL SEDIMENT DURING CONSTRUCTION TO ASSURE THAT NO SEDIMENT IS DISCHARGED OFF-SITE.
- NO SOILS REPORT PREPARED FOR THIS PROJECT. THIS INCLUDES PAVEMENT DESIGN, DRAINAGE RECOMMENDATIONS AND COMPACTION OF SOILS
- GRADE TO DRAIN AWAY FROM BUILDINGS IN ALL AREAS
- DIRECT DOWNSPOUTS AWAY FROM BUILDINGS AND DISCHARGE BEYOND LIMITS OF BACKFILL
- GRADING SHOWN IS FINAL GRADE. CONTRACTOR TO LEAVE DIRT LOWER TO ACCOMMODATE TOPSOIL PLACEMENT & LANDSCAPING (RE: LANDSCAPE PLAN FOR TOPSOIL DEPTH)

CREEKSIDE
 EAGLE, COLORADO
 GRADING PLAN



NO.	DATE	REVISIONS
	6/28/2016	DEVELOPMENT PERMIT
	7/20/2016	DEVELOPMENT PERMIT
	8/16/2016	TOWN COMMENTS
	9/21/2016	100% FOR CONSTRUCTION

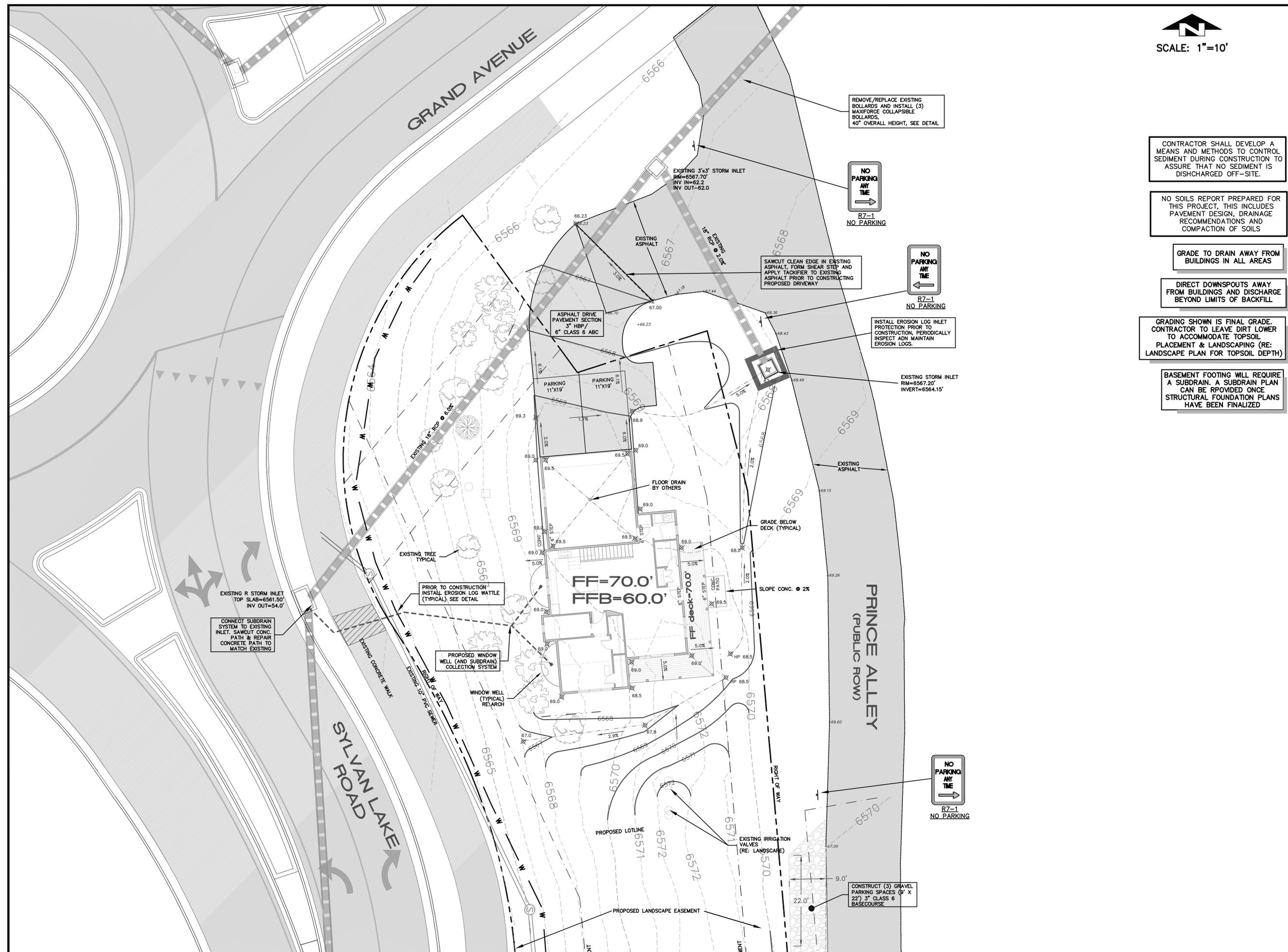
DESIGNED	MCW, GLB	DATE	09/18/2015
DRAWN	MCW, GLB		
CHECKED	KAK		
JOB NO.	44072		

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CREEKSIDE
EAGLE, COLORADO
GRADING PLAN

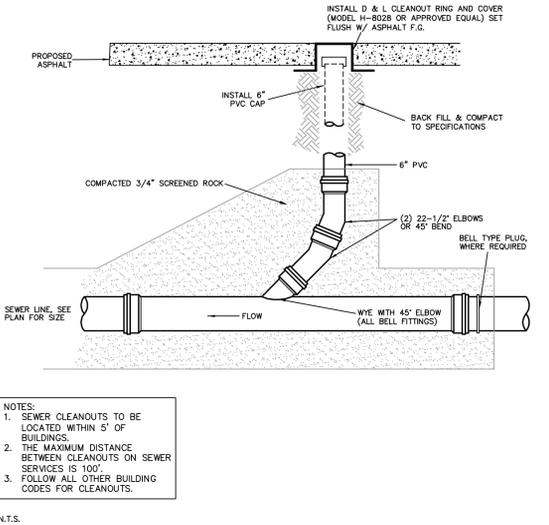
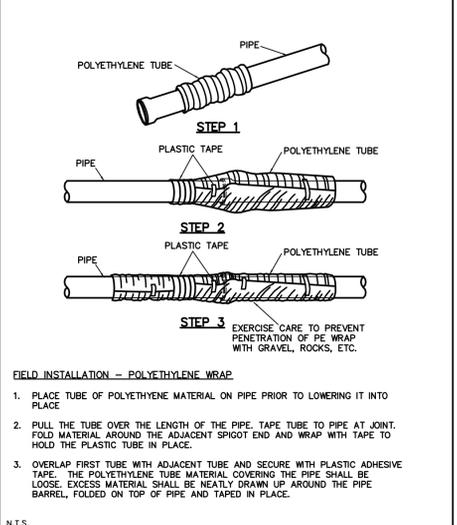
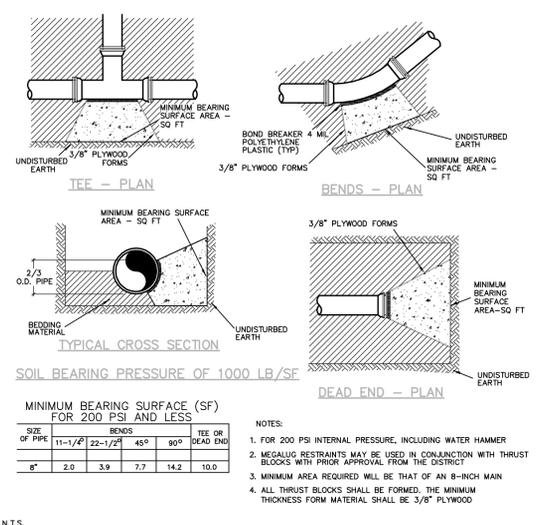
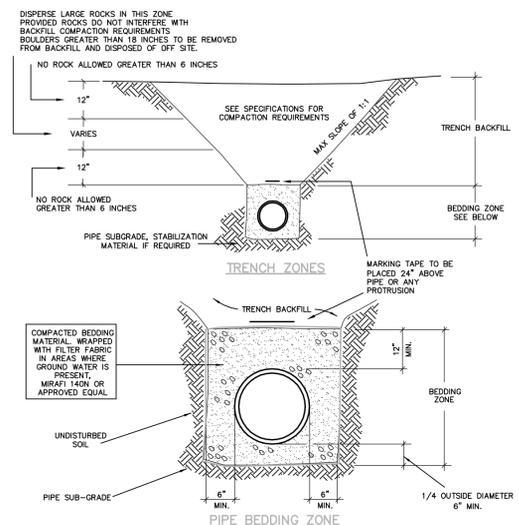
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- GRADING SHOWN IS FINAL GRADE. CONTRACTOR TO LEAVE DIRT LOWER TO ACCOMMODATE TOPSOIL PLACEMENT & LANDSCAPING (RE: LANDSCAPE PLAN FOR TOPSOIL DEPTH)
- BASEMENT FOOTING WILL REQUIRE A SUBDRAIN. A SUBDRAIN PLAN CAN BE PROVIDED ONCE STRUCTURAL FOUNDATION PLANS HAVE BEEN FINALIZED



NO.	DATE	REVISIONS	BY
	6/28/2016	DEVELOPMENT PERMIT	MCW
	7/20/2016	DEVELOPMENT PERMIT	MCW
	8/16/2016	TOWN COMMENTS	MCW
	9/21/2016	100% FOR CONSTRUCTION	MCW

DESIGNED	MCW, GLB	DATE	09/18/2015
DRAWN	MCW, GLB		
CHECKED	KAK		
JOB NO.	44072		

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A SEWER AND WATER PIPE BEDDING

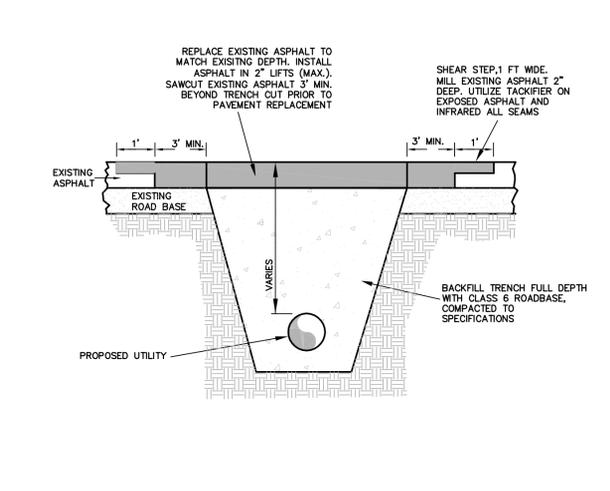
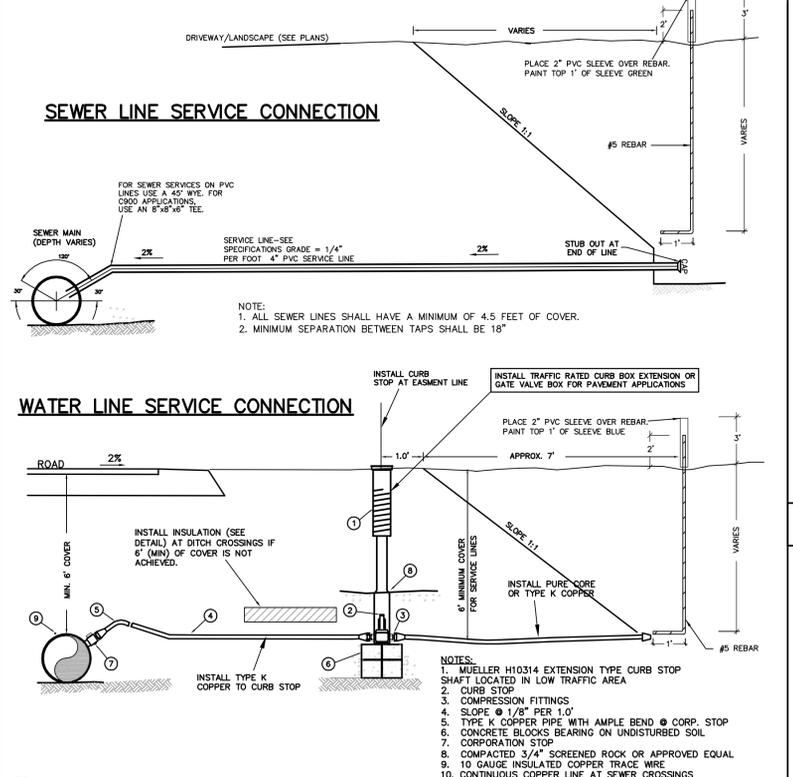
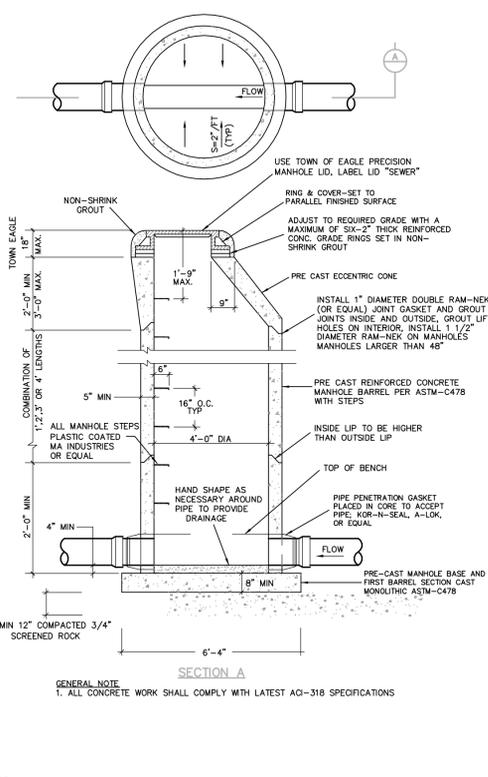
B CONCRETE THRUST BLOCK

C POLYETHYLENE WRAP

D SEWER CLEANOUT WITH RING AND COVER

Town of Eagle Water Specs

- Ductile Iron Pipe - CL 52 AWWA C151 350 psi with conductivity straps or use of brass wedges and 10 gauge tracer wire insulated.
- Fittings - Ductile Iron AWWA C153 350psi MJ joints AWWA C111.
- Joint Restraint - E6AA Iron Mega Lug Series 1100 or 1700 accepted equal.
- Gate Valves - Mueller A - 2360 or U.S. Pipe Metro Seal 250 R.S. Resilient wedge gate valves up to and including 12" (AWWA C509).
- Butter Fly Valves - Mueller Lineseal III Epoxy coated or Pratt "Groundhog" buried service rubber seated, Epoxy coated. AWWA C504 Class 150 B 14" and larger. 3211-23 Mechanical Joint Ends (without mechanical joint accessories) * High Pressure Zone Mueller Lineseal XPII, Class 250 B 14" and larger. 5227-23 Mechanical Joint Ends (without mechanical joint accessories) Tyler 6850 Series or equal 5 1/4" lid. Mueller Super Centerton A423 5 1/4" main valve opening. Extensions will not be allowed during the first year. After that, only one (1) extension is allowable (maximum 48-inches). ROMAC SST III stainless steel tapping sleeve or approved equal.
- Service Saddles - Mueller BR2 Series or approved equal (Bronze).
- Corporation Stops - Mueller B25008 or approved equal.
- Curb Stops - Mueller B25209 or approved equal. For sizes up to 1.5-in: Mueller H10314 with rod various heights or approved equal. H10334 in concrete or asphalt. 1.5-in and larger: Mueller H-10336 Mueller 110 or approved equal.
- Service Filling - Mueller 110 or approved equal.
- Pressure Reducing Valves- Main line - Pressure Reducing Valve shall be: CLA - VAL 90-01 or 690-01. Combination Pressure Reducing & Pressure Sustaining Valve shall be: CLA - VAL 92-01 or 692-01.
- Copper Tubing - 1/2" Line - Type K Copper 1" Line - Type K Copper 2" Line - Type K Copper
- Polyethylene Service Line Tubing (Pure-Core or Approved Equal) - 3/4" not allowed due to the minimum requirement of 1/4" ID diameter 1" to 2" SDR9 meeting the requirements of ASTM D 2737 and AWWA C901 and ANSI/NSF standard 61. (Pure - Core) with tracer wire with 10 gauge tracer wire (insulated) 2-in APKO 144 or VALMATIC 202C.2.
- Air Vac Valves - 2-in APKO 144 or VALMATIC 202C.2.
- Polyethylene Encasement - ANSI / AWWA C105 / A21.5-93 or most current revision. Low density polyethylene Film .008" - 8 mil.
- Water Main Pipe diameter size should be 8-inch, 12-inch, 16-inch, 20-inch, and 24-inch.



E TOWN OF EAGLE WATER SPECS

F STANDARD MANHOLE

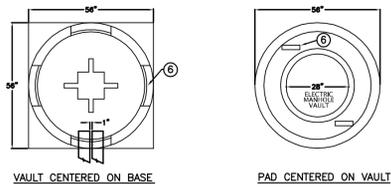
G SEWER AND WATER SERVICE LINE DETAILS

H ROADCUT DETAIL



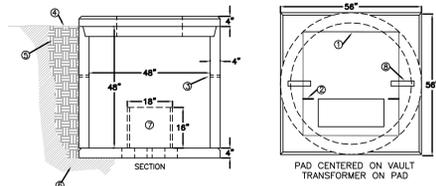
NO.	DATE	REVISIONS	BY
	08/28/2016	DEVELOPMENT PERMIT	MCW
	9/7/2016	DEVELOPMENT PERMIT	MCW
	8/16/2016	TOWN COMMENTS	MCW
	9/21/2016	100% FOR CONSTRUCTION	MCW

DESIGNED	MCW
DRAWN	MCW
CHECKED	KAK
JOB NO.	44072
DATE	3-4-2016



- NOTES
- 28" MANHOLE
 - 3/4" HOLE (TOTAL OF FOUR)
 - GROUND LEVEL
 - BACKFILL TO BE WELL COMPACTED
 - SOIL UNDER BASE TO BE UNDISTURBED OR WELL COMPACTED
 - FOUR KNOCKOUTS (16"x18")
 - GROUT HOLE IF CONCRETE BOTTOM IS BROKEN OUT FOR CONSUMERS INSTALLING SECONDARIES, CABLE TAILS SHALL BE 60" LONG MEASURED FROM TOP OF PAD

SPLICE VAULT (Round)	
1 - 48" Dia. Small Base	1 - 1,000 lbs.
1 - 48" Dia. Small Pad	1 - 1,000 lbs.
1 - 48" Dia. Pad	1 - 1,000 lbs.



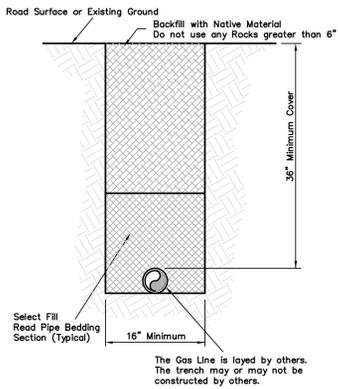
- NOTES
- TYPICAL TRANSFORMER OUTLINE
 - BACK EDGE OF TRANSFORMER OPENING
 - 3/4" HOLE (TOTAL OF FOUR)
 - GROUND LEVEL
 - BACKFILL TO BE WELL COMPACTED
 - SOIL UNDER BASE TO BE UNDISTURBED OR WELL COMPACTED
 - FOUR KNOCKOUTS (16"x18")
 - GROUT HOLE IF CONCRETE BOTTOM IS BROKEN OUT FOR CONSUMERS INSTALLING SECONDARIES, CABLE TAILS SHALL BE 60" LONG MEASURED FROM TOP OF PAD

SINGLE PHASE TRANSFORMER VAULT (Round)	
1 - 48" Dia. Small Base	1 - 1,000 lbs.
1 - 48" Dia. Small Pad	1 - 1,000 lbs.
1 - 48" Dia. Pad	1 - 1,000 lbs.

UM30R SPLICE VAULT

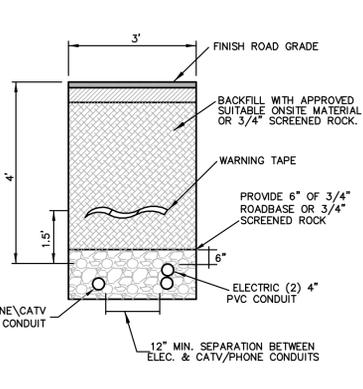
SINGLE PHASE TRANSFORMER

CONTRACTOR MAY BE REQUIRED TO INSTALL SHALLOW UTILITIES BELOW STORM SEWER OR OTHER UTILITIES TO MAINTAIN MINIMUM 18" COVER AND AVOID CONFLICTS



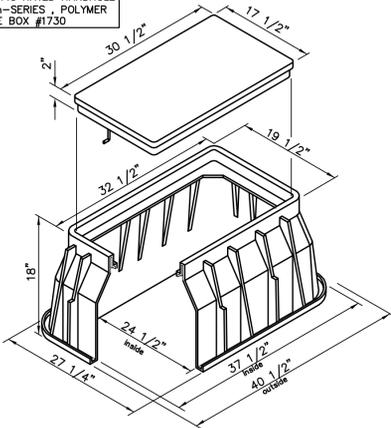
GAS TRENCH

CONTRACTOR MAY BE REQUIRED TO INSTALL SHALLOW UTILITIES BELOW STORM SEWER OR OTHER UTILITIES TO MAINTAIN MINIMUM 18" COVER AND AVOID CONFLICTS



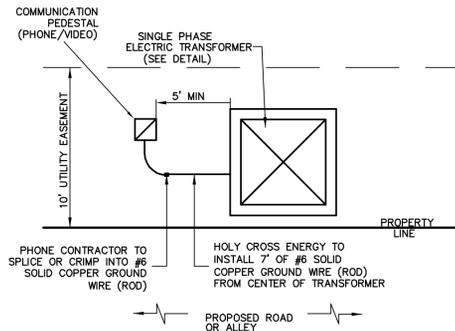
ELEC./ PHONE/ JOINT TRENCH

USE OLDCASTLE CARSON HDPE, #1730 OR APPROVED EQUAL FOR TRAFFIC RATED HANDHOLE (1) USE H-SERIES, POLYMER CONCRETE BOX #1730

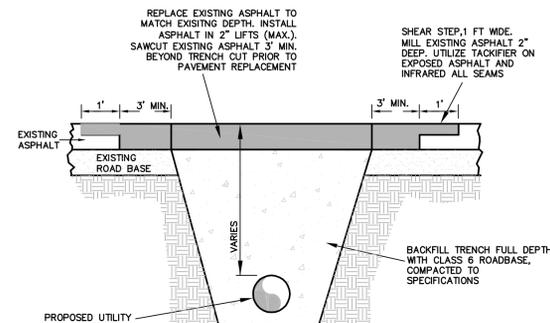


HANDHOLE

NOTE: PROVIDE 10' CLEAR AREA FOR TRANSFORMER DOORS.

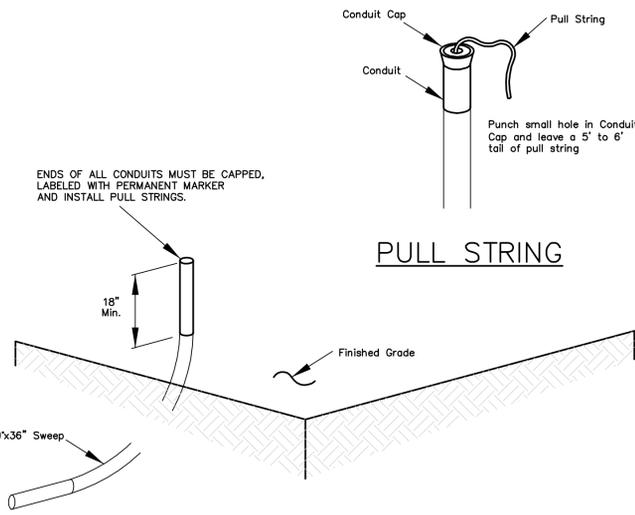


TRANSFORMER / PEDESTAL LAYOUT



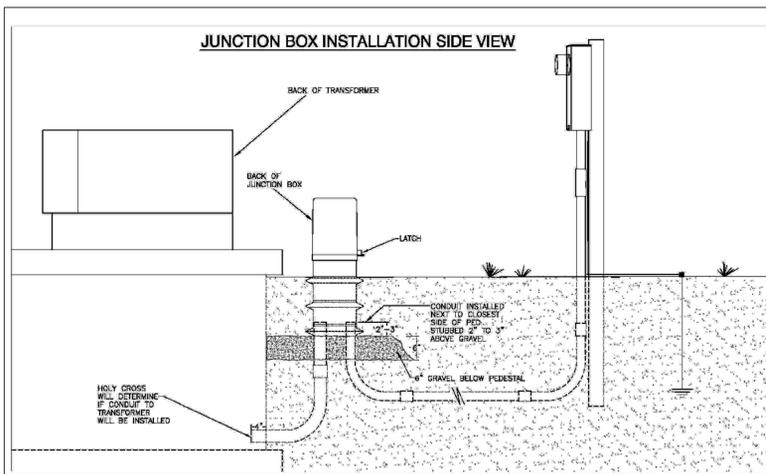
ROADCUT DETAIL

ENDS OF ALL CONDUITS MUST BE CAPPED, LABELED WITH PERMANENT MARKER AND INSTALL PULL STRINGS.



CONDUIT SWEEP / STUB

JUNCTION BOX INSTALLATION SIDE VIEW



ELECTRIC- SECONDARY PEDESTAL



NO.	DATE	REVISIONS
	6/28/2016	DEVELOPMENT PERMIT
	7/20/2016	DEVELOPMENT PERMIT
	8/18/2016	TOWN COMMENTS
	9/21/2016	100% FOR CONSTRUCTION

DESIGNED	BY
MCW	MCW
DRAWN	MCW
CHECKED	GLB
JOB NO.	44072
DATE	3-4-2016



CREEKSIDE LOFTS

DEVELOPMENT PLAN

04-20-2016

REV. PARKING 09-06-2016

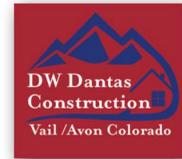


NORTH



SCALE: 1" = 20' - 0"
(on a 24 x 36" sheet)

RED MOUNTAIN LAND
Real Estate • Land • Development



DENNIS ANDERSON
LANDSCAPE ARCHITECTURE
P.O. Box 1087 • Edwards, Colorado 81622
Phone: (970) 362-2341
Email: dan@denanderson.com
Colorado Licensed Landscape Architect # 833

**CREEKSIDE
Public Facilities Impact
Opinion of Probable Costs
August 19, 2016**



ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	ROADS				
	Remove and dispose of existing asphalt (Prince Alley)	SF	1272	\$ 4.00	\$ 5,088.00
	Asphalt- Prince Alley	TN	35	\$ 115.00	\$ 4,025.00
	Basecourse-Utilities in Prince Alley	TN	232	\$ 36.00	\$ 8,352.00
	Basecourse- Gravel Parking	TN	13	\$ 36.00	\$ 468.00
	Signage- No Parking	EA	3	\$ 500.00	\$ 1,500.00
	TOTAL ROADS				\$ 19,433.00
	UTILITY				
	Type K Water Service to curb stops	LF	160	\$30.00	\$ 4,800.00
	TOTAL UTILITY				\$ 4,800.00
	GRAND TOTAL				\$ 24,233.00

This takeoff does not include engineering, landscaping, tap fees, materials testing, Surveying, Construction Admin., Permit Fees, Town Fees, irrigation, off-site utility upgrades, or other off-site improvements. The actual cost may vary significantly based upon final design, hauling and disposal of excess materials, amount of unsuitable material encountered, the cost and availability of labor, equipment, material and market conditions.

**RESOLUTION NO. 52
(Series of 2016)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO, APPOINTING JAMIE HARRISON, CHARLIE PERKINS AND KYLE
HOILAND TO THE TOWN OF EAGLE PLANNING AND ZONING COMMISSION**

WHEREAS, Section 2.24.020 of the Eagle Municipal Code provides that members are appointed by the Board of Trustees, and

WHEREAS, Jamie Harrison, Charlie Perkins, Donna Spinelli and Kyle Hoiland have applied to fill the terms expiring on February 28, 2016, June 12, 2016, and September 27, 2016.

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

Section 1. That Jamie Harrison, Charlie Perkins and Kyle Hoiland are hereby appointed to the Town of Eagle Planning and Zoning Commission with the following terms:

Jamie Harrison – Term expires February 28, 2020 – Replaces Jamie Harrison

Charlie Perkins – Term expires June 12, 2020 – Replaces Charlie Perkins

Kyle Hoiland – Term expires September 27, 2020 – Replaces Donna Spinelli

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on October 11, 2015.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

ORDINANCE NO. 28
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING A SUBDIVISION WITHIN THE TOWN OF EAGLE TO BE KNOWN AS BRUSH CREEK VILLAGE TOWNHOMES, PHASE 10; AND APPROVING A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING VESTED PROPERTY RIGHTS PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AND CHAPTER 4.17 OF THE EAGLE MUNICIPAL CODE.

WHEREAS, the Town has enacted Chapter 4.12 of the Eagle Municipal Code concerning the subdivision of property; and

WHEREAS, the Town of Eagle Board of Trustees has received an application from Wynton Homes, LLC, a Colorado limited liability company, ("Applicant") to resubdivide certain property within the Town of Eagle known as Parcel J, Brush Creek Village Townhomes, Common Area Final Plat, Town of Eagle, County of Eagle, State of Colorado; and

WHEREAS, the Applicant has submitted a proposed Final Plat in accordance with Section 4.12 .020(K) of the Eagle Municipal Code; and

WHEREAS, public notice of an administrative hearing before the Town Planner concerning Applicant's Final Plat has been given as required by Section 4.03.060 of the Eagle Municipal Code; and

WHEREAS, on September 8, 2016, the Town Planner of the Town of Eagle reviewed the Applicant's proposed Final Plat at an administrative public hearing in accordance with Section 4.12.040 of the Eagle Municipal Code and recommended approval of such Final Plat; and

WHEREAS, the Development Plan for Brush Creek Village, including this Phase was previously approved by the Board of Trustees on February 27, 2007; and

WHEREAS, it is the intent of the Board of Trustees of the Town of Eagle that approval of the Final Plat shall constitute approval of a site specific development plan establishing vested property rights in accordance with Article 68 of Title 24, C.R.S., and Chapter 4.17 of the Eagle Municipal Code; and

WHEREAS, the Board of Trustees of the Town of Eagle previously determined that the Public Facilities described in Chapter 4.14 of the Eagle Municipal Code will be available concurrent with the impacts of the development at the Adopted Levels of Service set forth in Chapter 4.14 of the Eagle Municipal Code.

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

Section 1. That the Board of Trustees of the Town of Eagle, following study and review as required by law, hereby approves the resubdivision of Parcel J, Brush Creek Village Townhomes Common Areas Final Plat, Town of Eagle, County of Eagle, State of Colorado, into ten (10) residential townhouse lots, as further described on the Final Plat of Brush Creek Village Townhomes, Phase 10 and in the Declaration of Covenants, Conditions and Restrictions of Brush Creek Village Townhomes.

Section 2. The division of property, which shall hereinafter be known and described as Brush Creek Village Townhomes, Phase 10, is contained within Parcel J, Brush Creek Village Townhomes, Common Areas, Town of Eagle, County of Eagle, State of Colorado.

Section 3. The approval of the Final Plat for Brush Creek Village Townhomes, Phase 10 is hereby designated and constitutes an approved site specific development plan for Brush Creek Village Townhomes, Phase 10 in accordance with Article 68 of Title 24, C.R.S., and Chapter 4.17 of the Eagle Municipal Code.

Section 4. Within thirty (30) days after the approval of this Ordinance, the Town Clerk, on behalf of the Town of Eagle, Colorado, is directed to:

(a) File one copy of Brush Creek Village Townhomes, Phase 10, Final Plat, and the original of this subdivision Ordinance in the office of the Town Clerk of Eagle, Colorado; and

(b) File one certified copy of this subdivision Ordinance and one copy of the Final Plat in the office of the Eagle County, Colorado, Assessor; and

(c) File for record one certified copy of this subdivision Ordinance and the Final Plat of the above-described subdivision with the Clerk and Recorder of Eagle County, Colorado.

Within fourteen (14) days after the approval of this Ordinance, the Town Clerk, on behalf of the Town of Eagle, Colorado, is directed to:

(a) Publish in the newspaper of general circulation within the Town the full text of this Ordinance; and

(b) Publish concurrently with the publication of the within Ordinance a notice advising the general public that approval of the Final Plat constitutes approval of a site specific development plan establishing vested property rights in accordance Article 68 of Title 24, C.R.S., and Chapter 4.17 of the Eagle Municipal Code.

Section 5. The adoption of this Ordinance is expressly conditioned upon final approval of the Final Plat as to form by the Town Attorney and Town Engineer. Notwithstanding

the provisions of Section 4 above, the Final Plat shall not be recorded until such approvals by the Town Attorney and Town Engineer are granted.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on October 11, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Publication Date:

Trustee _____ introduced, read and moved the adoption of the ordinance titled,

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING A SUBDIVISION WITHIN THE TOWN OF EAGLE TO BE KNOWN AS THE BRUSH CREEK VILLAGE TOWNHOMES, PHASE 10; AND APPROVING A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING VESTED PROPERTY RIGHTS PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AND CHAPTER 4.17 OF THE EAGLE MUNICIPAL CODE.

and upon adoption that it be published pursuant to law and recorded in the Book of Ordinances.

Trustee _____ seconded the motion. On roll call, the following Trustees voted "Aye":

_____, _____,
_____, _____,
_____, _____,
_____.

Trustees voted "Nay":

_____, _____,
_____.

MEMO

To: Town Board
From: Jenny Rakow, Town Clerk
Date: October 11, 2016
Re: Administrative Liquor License Approvals

RENEWALS

Eagle Liquor Mart
Retail Liquor Store
Expire: June 16, 2017

Primavera
Retail Liquor Store
Expire: June 15, 2017

FNK Productions d/b/a Moe's Original BBQ
Hotel & Restaurant
Expire: August 17, 2017

Eagle Ranch Wine & Spirits
Retail Liquor Store
Expire: September 19, 2017

City Market
Beer & Wine 3.2%
Expire: September 18, 2017

Pastatively
Hotel & Restaurant
Expire October 3, 2017

Expert Burger One Eagle LLC
Hotel & Restaurant
Expire: November 12, 2017

Pazzo's
Hotel & Restaurant
Expire: November 25, 2017

NEW

Color Coffee Roasters
Beer & Wine
Expire: July 7, 2017

MODIFICATIONS/REPORT OF CHANGES

Color Coffee Roasters
Corporate Report of Changes
September 7, 2016

SPECIAL EVENTS

Castle Peak Senior Care LLC
Public Open House
October 27, 2016

Eagle Chamber of Commerce
Sweet Leaf Pioneer Hemp Festival
September 10, 2016

Eagle Valley Land Trust
Legacy Festival
August 6, 2016

September 25, 2016

Town of Eagle
Attn: Ms. Jenny Rakow
P.O. Box 609
Eagle, Colorado 81631

Dear Ms. Jenny Rakow & Town Council Members:

On behalf of the Red Ribbon Project (RRP) Board of Directors, I would like to thank your sponsorship of our annual Positive Prevention Fundraiser in September 3 of 2016. Your financial support was integral in making this fundraiser a success!

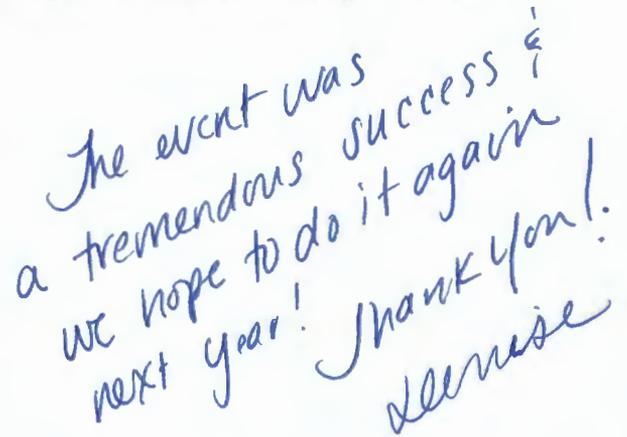
The primary source of funding for the Red Ribbon Project comes from corporate sponsors and foundations. The RRP is the only organization devoted to reducing teenage pregnancy, HIV/AIDS and other STIs in Eagle County. We are proud to deliver effective, evidence based and culturally appropriate programs to adolescents. The funds that RRP raises at our annual event go directly back to the Eagle County community. This annual event has always been a tremendous success. RRP has raised over \$15,000 at this event, which is the most we have ever raised at our annual event. In addition, the Dusty Boot reported serving over 500 guests, which is more than double from the previous years event. We truly appreciate your support and commitment to the non-profit community throughout Eagle County.

As we continue to grow as an organization, please know that partnerships with our sponsors are vital to our success. You are truly appreciated.

Sincerely,



Denise Kipp
Executive Director
Red Ribbon Project
(970) 827-5900
denise@redribbonproject.org



*Your sponsorship payment of \$700 is greatly appreciated.
Please accept this letter as confirmation of your tax-deductible contribution
Red Ribbon Project is a 501-(c)3 non-profit, tax id 84-1343263.
No goods or services were received in exchange for this unrestricted gift.*



THE RED RIBBON
PROJECT
OF EAGLE COUNTY
POSITIVE PREVENTION

"It's all about heart"



October 2, 2016

BOARD OF DIRECTORS

Rohn K. Robbins
CHAIR/FOUNDER

*Special Counsel, Stevens, Littman,
Biddison, Tharp & Weinberg, LLC*

Mary McDougall
VICE CHAIR
Vail Public Library

Ellen Moritz
TREASURER
First Bank

Pete Brill
SECRETARY
Brill Insurance Agency

Martha Brassell
Vail Valley Foundation

Jeremy Gross
Beaver Creek Resort Company

Kara Heide
Non-profit and Philanthropic Advisor

Dagmar Huber
Whole Heart Healing

Marka Moser
Indispensable Volunteer

Don Rogers
Vail Daily

Brooke Skjonsby
Vail Resorts

Tracy Tutag, CFP®
Aprisent Financial Group

Diane Voytko, M.D.
Colorado Mountain Medical

STAFF

Michelle Maloney
Executive Director

Lauren Emenaker
Marketing & Events Manager

The Town of Eagle
PO Box 609
Eagle, CO 81631

Dear Town of Eagle and Eagle Outside,

Thank you for your generous contribution of \$500.00 to the Vail Valley Charitable Fund in sponsorship of the 8th Annual LG Tri. We had our best year to date this year, increasing our participants by over 50 people. We greatly appreciate your support over the years and our ongoing partnership. Together we are making a huge difference in our valley.

The Vail Valley Charitable Fund assists locals who live and work in Eagle County and who are experiencing a financial hardship due to a medical crisis or long-term illness. We strive to raise funding and community awareness for individuals in need, and could not complete our mission without organizations and people like you.

Last year the VVCF raised and distributed more than \$400,000 to locals in need. We strive to continue this level of support in FY 2016 by providing direct aid grants to needy individuals, while continuing our support of fundraising events community-wide. With support from generous organizations like yours, we will reach our goal.

It's all about heart.

Sincerely,

Michelle Maloney

Michelle Maloney
Executive Director

*Thank you so much
for your sponsorship &
support of the VVCF!*
M. J. Towne VVCF!

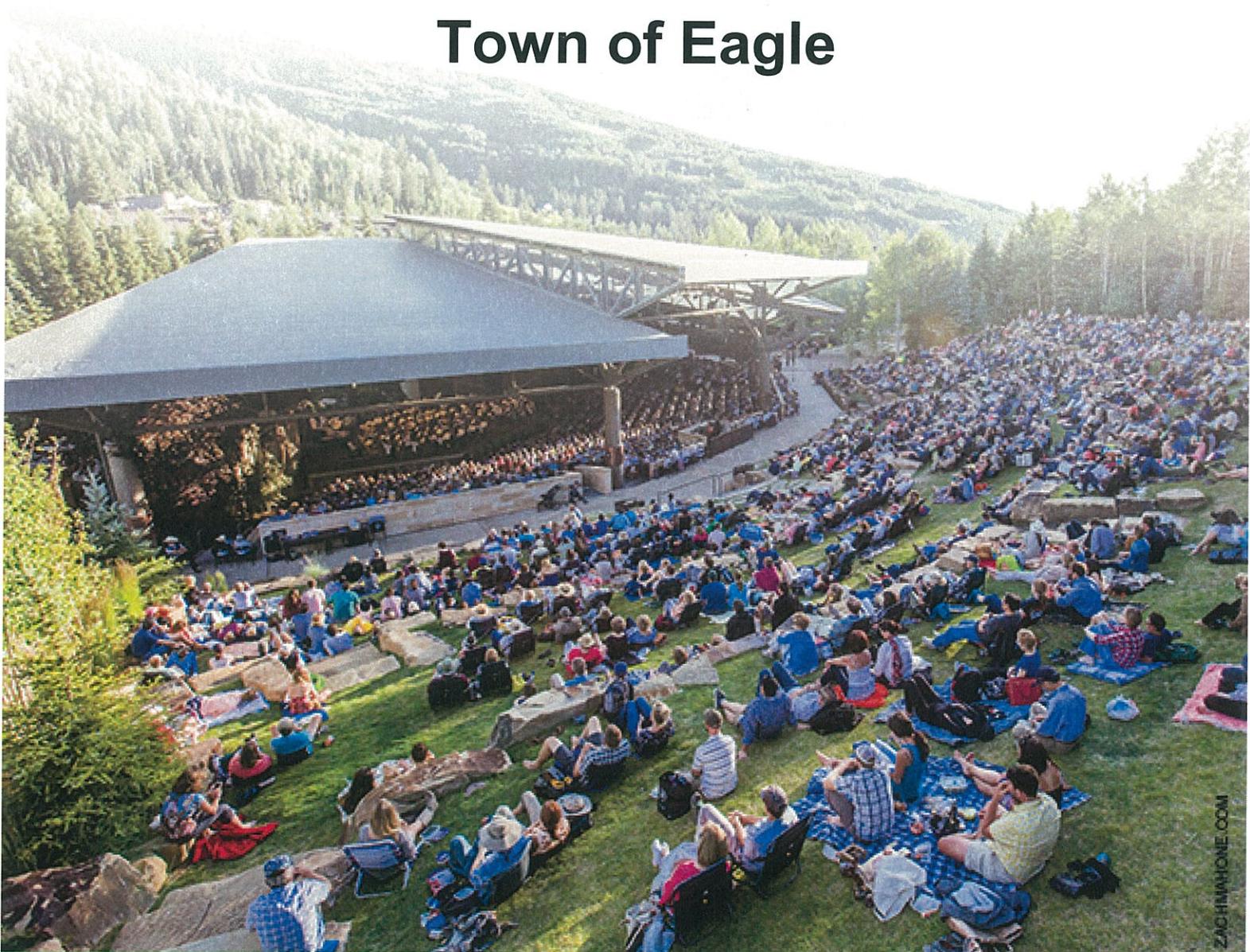
The VVCF certifies that no goods or services were received in exchange for this charitable donation. The Vail Valley Charitable Fund is a Colorado 501 (c)(3) nonprofit corporation, tax id # 84-135-9124. Please keep this document for your records and consult your tax advisor.



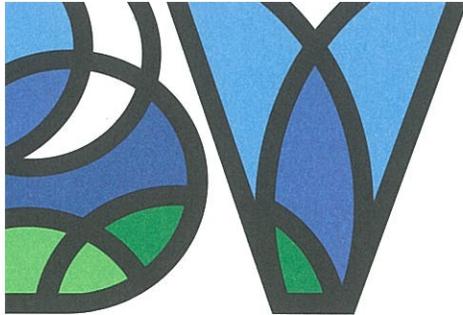
BRAVO!VAIL
MUSIC FESTIVAL

2016 Partnership Final Report

Town of Eagle



ZACHPHONE.COM



JENNIFER TEISINGER
Executive Director

September 2016

ANNE-MARIE McDERMOTT
Artistic Director

Mayor Anne McKibbin
Town of Eagle
PO Box 609
Eagle, Colorado 81631

JOHN W. GIOVANDO
Founder

OFFICERS

- Dan Godec
Chair
- Greg Walton
Vice Chair
- Bill Burns
Treasurer
- Susan Suggs
Secretary

Dear Mayor McKibbin,

BOARD OF TRUSTEES

- Ron Baker
- Paul Becker
- Sarah Benjes
- Barry Beracha
- Doe Browning
- Jenn Bruno
- Glenn Davis
- John Dayton
- Marijke de Vink
- Gary Edwards
- Cookie Flaum
- John Galvin
- Hank Gutman
- Linda Hart
- Alan Kosloff
- Rob LeVine
- Laurie Mullen
- Gary Peterson
- Steve Pope
- Brad Quayle
- Michele Resnick
- Vicki Rippetto
- Byron Rose
- Lisa Schanzer
- Carole Segal
- Rachel Smiley
- Cathy Stone
- Frank Strauss
- Doug Tansill

On behalf of the Board of Trustees and the staff of Bravo! Vail Music Festival, we extend our sincere thanks for your support of the 2016 Season.

We are very pleased to report that the 29th Season of Bravo! Vail was a great success. The debut of London's Academy of St Martin in the Fields was phenomenal, with three sold-out concerts featuring stunning performances by Joshua Bell and Jeremy Denk. The Opus One piano quartet and Dover String Quartet thrilled audiences in the sold-out Chamber Series at Donovan Pavilion and Bravo's resident orchestras once again provided the centerpiece of the festival, with countless memorable moments at the Gerald R. Ford Amphitheater.

Enclosed please find a descriptive summary of the 2016 Bravo! Vail Season, a final report of our 2016 partnership and samples of collateral material recognizing your generous support. Economic impact totals are still being finalized, and we will share those reports as soon as they are available.

It is thanks to your generosity that Bravo is able to bring these fine musicians to Vail each summer, and we are so grateful to you for supporting Bravo, the arts and the community. You make the music come to life.

It has been a pleasure working with you and we look forward to continuing our partnership in the years to come. Please feel free to contact us with any questions or comments.

Sincerely yours,


Caitlin Murray
Vice President of Development


Beth Pantzer
Record Management and Donor
Fulfillment Coordinator

Enclosures

Thank you!

cc: Ms. Jill Ewing

2016 BRAVO! VAIL SEASON HIGHLIGHTS



Bravo! Vail began a new chapter this summer with two Festival firsts - London's acclaimed Academy of St Martin in the Fields, led by violinist Joshua Bell, was both the first international orchestra and the first chamber orchestra to grace the Bravo! Vail stage.

The Dallas Symphony Orchestra, The Philadelphia Orchestra, and the New York Philharmonic all made their returns with inspiring masterworks and delightful programs, performed in the majestic setting of the Gerald R. Ford Amphitheater.

Throughout the Vail Valley, record-breaking audiences attended Bravo! Vail's Education Programs and Free Concerts, which featured talented chamber ensembles such as the Qwinda Woodwind Quintet, the Aeolus String Quartet and more. The Chamber Music Series at Donovan Pavilion another audience favorite, with musicians from Bravo! Vail's resident orchestras as well as exceptional soloists and ensembles including Augustin Hadelich and the Dover String Quartet performing chamber music classics. Classically Uncorked Presented by Grgich Hills Estate featured the Perkins/Meehan Percussion Duo, renowned pianist Christopher O'Riley and Opus One performing a world premiere.

2016 PARTNERSHIP OVERVIEW

Your partnership included support for the following **Education and Free Concerts**:

- **Little Listeners @ the Library:** Children ages 3 through 7, as well as the young-at-heart, enjoy informative performances by renowned musicians in area libraries.
- **Instrument Petting Zoo:** It's a hands on experience for young people with real orchestral instruments-- holding and playing woodwinds, percussion, brass and strings.
- **Free Concert Series:** These hour-long concerts take place in relaxed settings throughout the Vail Valley.
- **Bravo! Vail After Dark:** Taking classical music out of traditional settings, After Darks occur in local restaurants and breweries. With a more casual feel than a formal chamber concert, the goal is to reach new audiences and expand the boundaries of classical performance.
- **Bravo! Vail Piano Fellows:** Two pianists at the onset of their professional careers spend an immersive three weeks at the Festival, performing in countless programs and being mentored by Anne-Marie McDermott. An invaluable once in a lifetime experience for these musicians.
- **Young Professionals-in-Residence:** Every summer two first-class ensembles in the early stages of major careers are chosen to perform, teach and learn across the varied spectrum of the festival's programs.

Bravo! Vail wishes to recognize and thank you for your generous contribution towards realizing our greater vision to enrich peoples' lives through the power of music.

We are so pleased with your involvement in the 2016 Season and hope you will renew your support for the 30th Season of Bravo! Vail during the summer of 2017. We look forward to updating you as programming and artists are confirmed.

In appreciation of your support for the 2016 Festival Season, Bravo! Vail provided the following benefits:

Complimentary Tickets and Invitations

- Two (2) Reserved Tickets to orchestral performances at Gerald R. Ford Amphitheater
- Invitation for two (2) to Friends of Bravo! Vail Pre-Concert Reception
- Invitation for two (2) to all four On-Stage Post Concert Champagne Toasts
- Invitation for two (2) to Chamber Open Rehearsal
- Invitation for two (2) to Orchestra Open Rehearsal

Promotional Marketing Benefits:

- Listing in 12,000 copies of the Annual Program Book on all appropriate pages for level of contribution
- Logo and website link listed on www.bravovail.org
- Inclusion on printed marketing material distributed throughout Eagle County
- Additional marketing exposure on Bravo! Vail's social media platforms
- Recognition in Bravo! Vail's press release in the Vail Daily
- Right to use the Bravo! Vail name or logo in any pre-approved marketing campaigns

2016 Program Book Recognition

SEASON 29 • JUNE 23-AUGUST 6, 2016



BRAVO!VAIL
MUSIC FESTIVAL

JUNE 23-AUGUST 6, 2016



BRAVO!VAIL

2016 SEASON

June 23–August 6, 2016

COLOR KEY

Orchestra Concerts

Chamber Music Concerts

Classically Uncorked

Free Concerts

Free Education
& Community Events

Special Events

LOCATION KEY

APL = Avon Public Library

BBT = Bonfire Brewing
Taproom, Eagle

BCIC = Beaver Creek
Interfaith Chapel

BCP = Brush Creek Pavilion

CMB = Crazy Mountain Brewery

DP = Donovan Pavilion

EIC = Edwards Interfaith Chapel

EPL = Eagle Public Library

GESC = Golden Eagle
Senior Center

GPL = Gypsum Public Library

GRBC = Gallery Row,
Beaver Creek

GRFA = Gerald R. Ford
Amphitheater

GTH = Gypsum Town Hall

MP = Maloit Park, Minturn

RCBG = Ritz-Carlton,
Bachelor Gulch

VAH = Vail Ale House

VIC = Vail Interfaith Chapel

VPL = Vail Public Library

SUNDAY

MONDAY

TUESDAY

SCHEDULE OF EVENTS

26 Academy of St Martin in the Fields 6:00PM GRFA	27	28 Free Concert 7:30PM BCIC
3 Dallas Symphony Orchestra 6:00PM GRFA	4 Dallas Symphony Orchestra Special Time, 2:00PM GRFA	5 Free Concert 1:00PM VIC Chamber Music 6:00PM DP
10 The Philadelphia Orchestra 6:00PM GRFA	11 Little Listeners 2:00PM APL Soirée 6:00PM Rotella Residence	12 Free Concert 1:00PM VIC Little Listeners 2:00PM VPL Chamber Music 6:00PM DP
17 29th Annual Gala 5:30PM RCBG	18	19 Free Concert 1:00PM VIC Chamber Music 6:00PM DP
24 Pre-Concert Talk 5:00PM GRFA New York Philharmonic 6:00PM GRFA	25 Little Listeners 2:00PM APL Soirée 6:00PM Walton Residence	26 Free Concert 1:00PM VIC Little Listeners 2:00PM VPL Chamber Music 6:00PM DP
31	1 AUGUST Little Listeners 2:00PM EPL	2 Classically Uncorked Presented by Grgich Hills Estate 7:30PM DP



FREE FAMILY CONCERT

July 13 | 11:00AM, Gerald R. Ford Amphitheater... 99
Instrument Petting Zoo opens at 10:00AM

Bravo! Vail's annual Family Concert is an exciting and informal introduction to symphonic music where even the youngest members of the family can be exposed to the sounds of a live symphony orchestra. This year, the world-famous production *Beethoven Lives Upstairs* comes to Vail.

FREE LITTLE LISTENERS @ THE LIBRARY

Resident musicians present free and fun performances designed for children and families at local libraries. Each library performance will include either a participatory musical activity or a small instrument petting zoo, allowing kids to hold, explore, and play musical instruments.

- June 30 **Eagle Public Library**
- July 6 Gypsum Public Library
- July 11 Avon Public Library
- July 12 Vail Public Library
- July 25 Avon Public Library
- July 26 Vail Public Library
- July 27 Gypsum Public Library
- August 1 **Eagle Public Library**

All Little Listeners events are at 2:00PM

FREE PRE-CONCERT TALKS

June 25, July 6, July 16, July 24, July 29 | 5:00PM
Gerald R. Ford Amphitheater Lobby

Learn from the experts! A series of discussions led by some of Colorado's most prominent musicologists. Gain insight into the composers' lives and the repertory on the evening's concert program.

FREE BRAVO! VAIL AFTER DARK

Reimagine your definition of classical music. Bravo! Vail After Dark offers audiences a chance to interact with classical music in a relaxed setting at local bars and breweries. The series features progressive artists comfortably moving between favorite classics and more adventurous repertoire.

July 1	8:30PM, Vail Ale House.....	68
July 8	8:30PM, Bonfire Brewing Taproom, Eagle	88
July 29	8:00PM, Crazy Mountain Brewery, Edwards.....	148
August 5	8:30PM, Vail Ale House.....	153



EDUCATION & ENGAGEMENT

ENHANCE YOUR EXPERIENCE



MUSIC FOR ALL, ALL SUMMER LONG

FREE CONCERT SERIES

Take a pause from your day to experience free hour-long chamber music concerts performed by incredible musicians. These concerts include a musical sampling for everyone, and are performed in venues throughout the Vail Valley.

June 28	7:30PM, Beaver Creek Interfaith Chapel.....	60
July 5	1:00PM, Vail Interfaith Chapel.....	77
July 6	7:30PM, Edwards Interfaith Chapel.....	82
July 7	1:00PM, Vail Interfaith Chapel.....	83
July 12	1:00PM, Vail Interfaith Chapel.....	97
July 13	7:30PM, Gypsum Town Hall.....	100
July 14	1:00PM, Vail Interfaith Chapel.....	101
July 19	1:00PM, Vail Interfaith Chapel.....	115
July 21	1:00PM, Vail Interfaith Chapel.....	118
July 21	7:30PM, Brush Creek Pavilion, Eagle	119
July 26	1:00PM, Vail Interfaith Chapel.....	133
July 28	11:00AM, Golden Eagle Senior Center, Eagle	138
July 28	1:00PM, Vail Interfaith Chapel.....	139
July 29	1:00PM, Gallery Row, Beaver Creek.....	144
July 30	7:30PM, Beaver Creek Interfaith Chapel.....	149

SPECIAL EVENT FREE INUKSUIT

August 6 | 2:00PM, Maloit Park, Minturn.....155
**Wander, pause, listen, or daydream.
Be transported.**

A performance like no other Bravo! Vail has ever done. Scored for 9 – 99 percussionists across a vast outdoor space, *Inuksuit*, composed by Grammy Award-winner John Luther Adams, was described by the *New York Times* as “the ultimate environmental piece.” Presented in Maloit Park with 66 percussionists, *Inuksuit* provides a unique and individualized listening experience. As the soundscape builds you walk through the piece visiting small collections of players or lone instrumentalists who, as they move to various performing stations, weave apparent randomness into a stunning cohesion.

INUKSUIT IS A CO-PRODUCTION BETWEEN BRAVO! VAIL AND THE ASPEN MUSIC FESTIVAL AND SCHOOL.



BOTTOM: ©EMORY HENSLEY; OPPOSITE TOP: ©JOHNRNAN LOCKMAN

JUL
08

FRIDAY
JULY 8, 8:30PM
SPECIAL EVENT

BONFIRE BREWING TAPROOM, EAGLE

AEOLUS QUARTET

Nicholas Tavani, violin
Rachel Shapiro, violin
Gregory Luce, viola
Alan Richardson, cello

VISCONTI

Black Bend

BOLCOM

"Poltergeist" from *Three Rags for String Quartet*

SNOWDEN

Appalachian Polaroids

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"Graceful Ghost" from *Three Rags for String Quartet*

BRYANT

Lady Isabelle Was That Kind of Woman

BOLCOM

"Incineratorag" from *Three Rags for String Quartet*

FREE

BRAVO! VAIL AFTER DARK

AEOLUS QUARTET

Join this adventurous young string quartet for a down-home tour of the American musical landscape. They'll perform selections from their acclaimed debut album "Many-Sided Music," which takes its title from Leonard Bernstein's description of the "many-sidedness" of American music. Settle in for an evening of ragtime and ruminations, with side notes of folky freshness, all celebrating the uniquely American spirit of inventiveness and innovation showcased in these contemporary works, two of which were commissioned by the Quartet just for this album.



AEOLUS QUARTET



BRAVO!VAIL

BRAVO! VAIL GRATEFULLY ACKNOWLEDGES SUPPORT FOR THIS EVENING'S CONCERT FROM:

Amy and Charlie Allen
Eagle County
Town of Eagle
Carole A. Watters

JUL
21

THURSDAY
JULY 21, 7:30PM
FREE CONCERT SERIES

BRUSH CREEK PAVILLION

BEETHOVEN'S "RAZUMOVSKY"

Award-winning American composer DAVID LUDWIG (b. 1972) wrote of *Pale Blue Dot*, "I am inspired by astronomy and always have been. In 1990, the visionary astronomer and astrophysicist Carl Sagan, who worked on the *Voyager* missions, asked NASA to turn *Voyager* around and take a deep space portrait of Earth looking back as it was leaving the solar system from six billion miles away. When you look at this picture, you see first the long rays of sunlight refracted off of *Voyager's* camera. In the bottom right of the photo is a bright little speck, not quite even a full pixel, and that is our home, the Earth. The photo is titled appropriately *Pale Blue Dot*. Those thoughts and images are the inspiration for my work."

LUDWIG VAN BEETHOVEN (1770–1827) wrote his three Op. 59 String Quartets in honor of (or, perhaps, at the request of) his Russian patron Count Andreas Kyrillovitch Razumovsky, one of the most prominent figures in Viennese society, politics, and art at the turn of the 19th century.



BRAVO! VAIL GRATEFULLY ACKNOWLEDGES SUPPORT FOR
THIS EVENING'S CONCERT FROM:

Eagle County
Town of Eagle
Kathy and David Ferguson
The Paiko Trust, in honor of the Firefighters of the Vail Valley
Vail's Mountain Haus
Carole A. Watters

DOVER QUARTET

Joel Link, violin
Bryan Lee, violin
Milena Pajaro-van de Stadt, viola
Camden Shaw, cello

LUDWIG

Pale Blue Dot

BEETHOVEN

Quartet in C major, Op. 59, No. 3,
"Razumovsky"

Andante con moto — Allegro vivace
Andante con moto quasi Allegretto
Menuetto: Grazioso —
Allegro molto



DOVER QUARTET

**QWINDA WOODWIND
QUINTET**

Niles Watson, flute
William Welter, oboe
Stanislav Chernyshev, clarinet
Emeline Chong, bassoon
Jenny Ney, horn

AGAY

***Five Easy Dances for Woodwind
Quintet***

Polka
Tango
Bolero
Waltz
Rumba

MILHAUD

***La Cheminée du Roi René for
Woodwind Quintet, Op. 205***

Cortège
Aubade
Jongleurs
La Maousinglade
Joutes sur l'Arc
Chasse à Valabre
Madrigal–Nocturne

IBERT

***Trois Pièces Brèves for Woodwind
Quintet***

Allegro
Andante
Assez lent — Allegro scherzando —
Vivo — Tempo I — Vivo

BOZZA

***Trois Pièces pour Une Musique de Nuit
for Flute, Oboe, Clarinet and Bassoon***

Andantino
Allegro vivo
Moderato

ROSSINI

***Overture to The Barber of Seville for
Woodwind Quintet***

QWINDA IN EAGLE

Composer, conductor, author and arranger DENES AGAY (1911-2007) was born in Hungary and trained at the Liszt Academy in Budapest, but was driven to America in 1939 by the Nazis. Agay wrote nearly a hundred books on musical subjects and composed for films and concert, including his delightful tongue-in-cheek *Five Easy Dances* of 1956.

La Cheminée du Roi René by DARIUS MILHAUD (1892-1974) began as the soundtrack for a 1939 film by director Raymond Bernard about the 15th-century King René d'Anjou. Milhaud arranged excerpts from the score as a suite for winds when he was teaching at Mills College in Oakland, California during World War II.

The fine craft, good humor and distinctive Gallic sensibilities characteristic of the music of JACQUES IBERT (1890-1962) are all embodied in the *Trois Pièces Brèves* he composed for woodwind quintet in 1930.

In the *New Grove Dictionary of Music and Musicians*, British critic Paul Griffiths wrote of the "melodic fluency, elegance of structure, and consistently sensitive concern for instrumental capabilities" of the music of EUGÈNE BOZZA (1905-1991), qualities exemplified by his 1954 *Trois Pièces pour Une Musique de Nuit* ("Three Night Music Pieces").

GIOACCHINO ROSSINI (1792-1868) was said to have based the original Overture to *The Barber of Seville*, appropriately enough, on Spanish themes. That piece, however, was lost in transit somewhere between Rome and Bologna, so he simply replaced it with the instrumental number he had composed for *Aureliano in Palmira* of 1813, an adventure about the Emperor Aurelian in Palmyra in the third century of the Christian era.



BRAVO! VAIL

BRAVO! VAIL GRATEFULLY ACKNOWLEDGES SUPPORT FOR
THIS MORNING'S CONCERT FROM:

Town of Eagle

Eagle County
Kathy and David Ferguson
The Paiko Trust, in honor of the Firefighters of the Vail Valley
United Way of Eagle River Valley
Vantage Point
Carole A. Watters

EDUCATION & COMMUNITY ENGAGEMENT

Bravo! Vail is proud to offer dozens of free and low cost concerts and events to the community each summer. We thank all those whose support makes these events possible.

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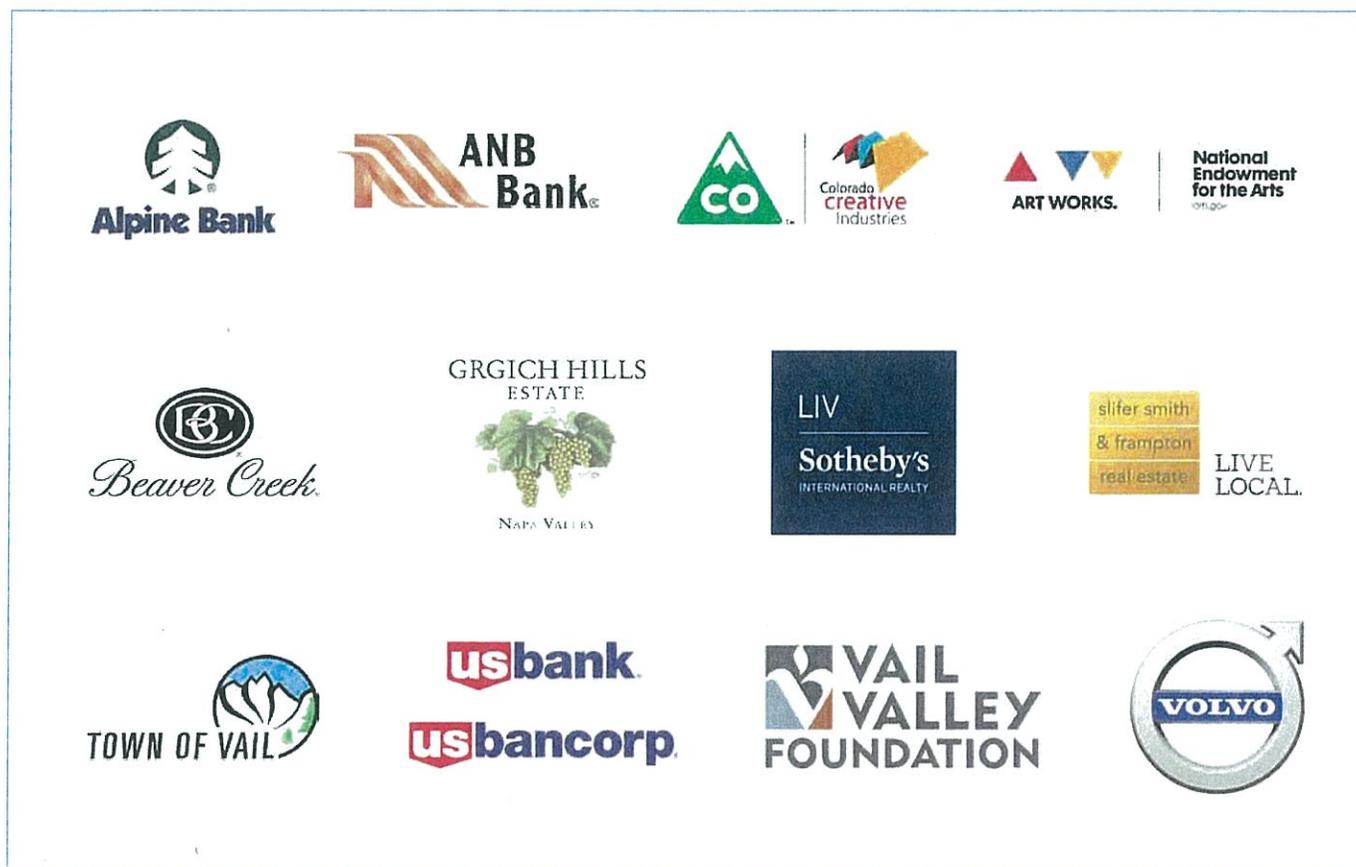
Sandra and Greg Walton

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Jeanne and Craig White

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Bravo! Vail is indebted to the Town of Vail, the Vail Town Council and the Festival's many corporate, government and community partners for their financial support.

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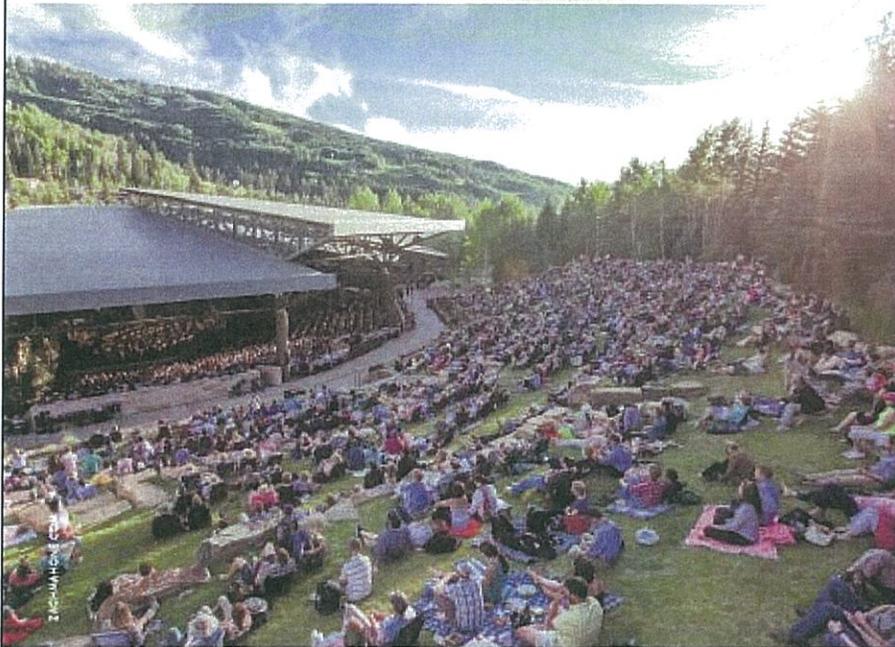
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BRAVO!VAIL
MUSIC FESTIVAL

2016 SEASON
June 23–August 6

ENHANCE YOUR EXPERIENCE



FREE CONCERT SERIES

Performances around the Vail Valley

Free hour-long chamber music concerts at the Vail Interfaith Chapel, The Chapel at Beaver Creek, Gallery Row at Beaver Creek, the Edwards Interfaith Chapel, **Brush Creek Pavilion**, and Gypsum Town Hall



FREE FAMILY CONCERT: BEETHOVEN LIVES UPSTAIRS

July 13 | 11:30AM | GRFA

The world-famous production "Beethoven Lives Upstairs" comes to Vail. Audiences will be captivated by twenty-five excerpts of the master's music, magically woven into the drama as two actors share their anecdotes based on true incidents from the composer's life.

SPECIAL EVENT

INUKSUIT

SATURDAY, AUGUST 6 | 2:00PM

FREE

Maloit Park, Minturn

WANDER, PAUSE, LISTEN, OR
DAYDREAM. BE TRANSPORTED.

A PERFORMANCE LIKE NO OTHER Bravo! has ever done. Scored for 9 to 99 percussionists across a vast outdoor space, "Inuksuit," composed by Grammy Award-winner John Luther Adams, was described by *The New York Times* as "the ultimate environmental piece." Presented in Maloit Park with 66 percussionists,



PHOTO: BRUCE MILLER/GRFA; POSTER: JOHN LUTHER ADAMS/GRFA

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BRAVO!VAIL
MUSIC FESTIVAL

2016 SEASON
June 23–August 6

ENHANCE YOUR EXPERIENCE

SUMMER NEVER SOUNDED BETTER.

The Festival presents over fifty events each summer, transforming the Vail Valley into a musical mecca for nearly seven weeks. At the heart of our mission is the love of music, and making that music accessible and engaging to everyone in the Vail Valley.



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FREE PRE-CONCERT TALKS

June 25, July 6, July 16, July 24,
July 29 | 5:00PM

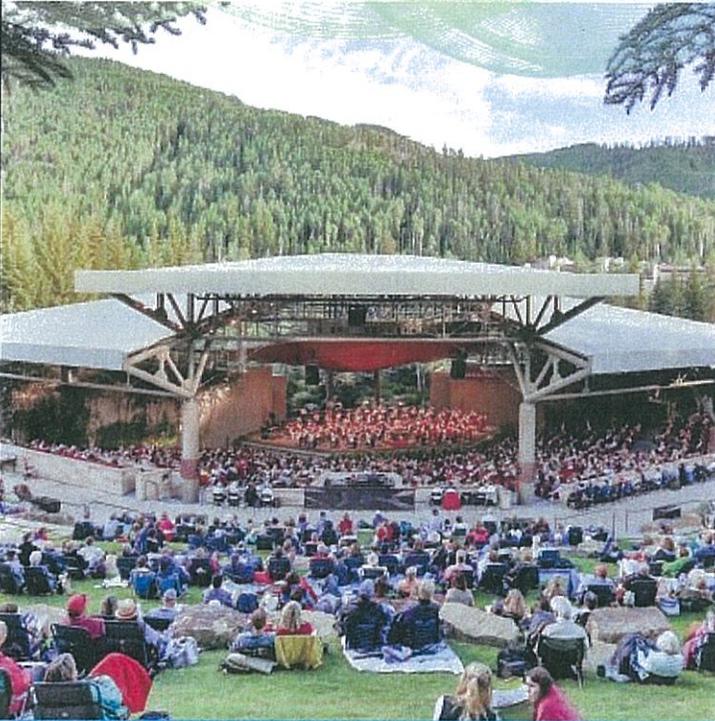
A series of discussions led by some of Colorado's most prominent musicologists. Gain insight into the composers' lives and the repertory on the evening's concert program.

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MOUNTAINS



BRAVO! VAIL 2016 SEASON
June 23–August 6

NEW ACADEMY OF ST MARTIN IN THE FIELDS
DALLAS SYMPHONY ORCHESTRA
THE PHILADELPHIA ORCHESTRA
NEW YORK PHILHARMONIC
CHAMBER MUSIC SERIES





2016 SEASON SCHEDULE OF EVENTS

COLOR KEY

Orchestra Concerts

Chamber Music Concerts

Classically Uncorked

Free Concerts

Free Education & Community Events

Special Events

LOCATION KEY

APL: Avon Public Library

BCIC: Beaver Creek Interfaith Chapel

BB: Bonfile Brewery, Eagle

BCP: Brush Creek Pavilion

CMB: Crazy Mountain Brewery

DP: Donovan Pavilion

EIC: Edwards Interfaith Chapel

EPL: Eagle Public Library

GESC: Golden Eagle Senior Center

GPL: Gypsum Public Library

GRBC: Gallery Row, Beaver Creek

GRFA: Gerald R. Ford Amphitheater

GTH: Gypsum Town Hall

MP: Maibohm Park, Minero

RCBG: Rhiz-Canton, Bachelor Gulch

VAH: Vail Ale House

VIC: Vail Interfaith Chapel

VPL: Vail Public Library

VV: Vail Village

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
BRAVO! VAIL 2016 SEASON June 23–August 6, 2016				23 JUNE Academy of St. Martin in the Fields 6:00 PM GRFA	24	25 Pre-Concert Talk 5:00 PM GRFA Academy of St. Martin in the Fields 6:00 PM GRFA
26 Academy of St. Martin in the Fields 6:00 PM GRFA	27	28 Free Concert 7:30 PM BCIC	29 Dallas Symphony Orchestra 6:00 PM GRFA	30 Little Listeners 2:00 PM EPL Soirée 6:00 PM McKnight Residence	1 JULY Dallas Symphony Orchestra 6:00 PM GRFA Bravo! Vail After Dark 8:30 PM VAH	2 Dallas Symphony Orchestra 6:00 PM GRFA
3 Dallas Symphony Orchestra 6:00 PM GRFA	4 Dallas Symphony Orchestra 2:00 PM GRFA	5 Free Concert 1:00 PM VIC Chamber Music 6:00 PM DP	6 Little Listeners 2:00 PM GPL Pre-Concert Talk 5:00 PM GRFA Dallas Symphony Orchestra 6:00 PM GRFA Free Concert 7:30 PM EIC	7 Free Concert 1:00 PM VIC	8 The Philadelphia Orchestra 6:00 PM GRFA Bravo! Vail After Dark 8:30 PM BB	9 The Philadelphia Orchestra 6:00 PM GRFA
10 The Philadelphia Orchestra 6:00 PM GRFA	11 Little Listeners 2:00 PM APL Soirée 6:00 PM Rokella Residence	12 Free Concert 1:00 PM VIC Little Listeners 2:00 PM VPL Chamber Music 6:00 PM DP	13 Instrument Petting Zoo 10:00 AM GRFA Free Family Concert 11:00 AM GRFA Free Concert 7:30 PM GTH	14 Free Concert 1:00 PM VIC The Philadelphia Orchestra 6:00 PM GRFA	15 The Philadelphia Orchestra 6:00 PM GRFA	16 Pre-Concert Talk 5:00 PM GRFA The Philadelphia Orchestra 6:00 PM GRFA
17 29th Annual Gala 5:30 PM RCBG	18	19 Free Concert 1:00 PM VIC Chamber Music 6:00 PM DP	20 Soirée 6:00 PM Brownstein & Tannebaum Residence	21 Free Concert 1:00 PM VIC Free Concert 7:30 PM BCP	22 New York Philharmonic 6:00 PM GRFA	23 New York Philharmonic Special Time 8:00 PM GRFA
24 Pre-Concert Talk 5:00 PM GRFA New York Philharmonic 6:00 PM GRFA	25 Little Listeners 2:00 PM APL Soirée 6:00 PM Walton Residence	26 Free Concert 1:00 PM VIC Little Listeners 2:00 PM VPL Chamber Music 6:00 PM DP	27 Little Listeners 2:00 PM GPL New York Philharmonic 6:00 PM GRFA	28 Free Concert 11:00 AM GESC Free Concert 1:00 PM VIC New York Philharmonic 6:00 PM GRFA	29 Free Concert 1:00 PM GRBC Pre-Concert Talk 5:00 PM GRFA New York Philharmonic 6:00 PM GRFA Bravo! Vail After Dark 8:00 PM CMB	30 Free Concert 7:30 PM BCIC
31	1 AUGUST Little Listeners 2:00 PM EPL	2 Classically Uncorked Presented by Grigich Hills Estate 7:30 PM DP	3 Classically Uncorked Presented by Grigich Hills Estate 7:30 PM DP	4 Classically Uncorked Presented by Grigich Hills Estate 7:30 PM DP	5 Bravo! Vail After Dark 8:30 PM VAH	6 Inuksuit 2:00 PM MP

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BRAVO! VAIL
2016 SEASON: JUNE 23 - AUGUST 6

FEATURING
NEW ACADEMY OF ST MARTIN IN THE FIELDS
DALLAS SYMPHONY ORCHESTRA
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NEW YORK PHILHARMONIC

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2016 SEASON

June 23–August 6, 2016

COLOR KEY

Orchestra Concerts

Chamber Music Concerts

Classically Uncorked

Free Concerts

Free Education & Community Events

Special Events

LOCATION KEY

APL = Avon Public Library

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CMB = Crazy Mountain Brewery

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EPL = Eagle Public Library

QESC = Golden Eagle Senior Center

GPL = Gypsum Public Library

GRBC = Gallery Row, Beaver Creek

GRFA = Gerald R. Ford Amphitheater

GTH = Gypsum Town Hall

MP = Malott Park, Minturn

RCBG = Rita-Carlton, Bachelor Gulch

VAH = Vail Ale House

VIC = Vail Interfaith Chapel

VPL = Vail Public Library

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SUNDAY	MONDAY	TUESDAY
26 Academy of St Martin in the Fields 6:00 PM GRFA	27	28 Free Concert 7:30 PM BCIC
3 Dallas Symphony Orchestra 6:00 PM GRFA	4 Dallas Symphony Orchestra Special Time 2:00 PM GRFA	5 Free Concert 1:00 PM VIC Chamber Music 6:00 PM DP
10 The Philadelphia Orchestra 6:00 PM GRFA	11 Little Listeners 2:00 PM APL Soirée 6:00 PM Rotella Residence	12 Free Concert 1:00 PM VIC Little Listeners 2:00 PM VPL Chamber Music 6:00 PM DP
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24 Pre-Concert Talk 5:00 PM GRFA New York Philharmonic 6:00 PM GRFA	25 Little Listeners 2:00 PM APL Soirée 6:00 PM Walton Residence	26 Free Concert 1:00 PM VIC Little Listeners 2:00 PM VPL Chamber Music 6:00 PM DP
31	1 AUGUST Little Listeners 2:00 PM EPL	2 Classically Uncorked Presented by Grigich Hills Estate 7:30 PM DP

WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	23 JUNE Academy of St Martin in the Fields 6:00 PM GRFA	24	25 Pre-Concert Talk 5:00 PM GRFA Academy of St Martin in the Fields 6:00 PM GRFA
29 Dallas Symphony Orchestra 6:00 PM GRFA	30 Little Listeners 2:00 PM EPL Soirée 6:00 PM McKnight Residence	1 JULY Dallas Symphony Orchestra 6:00 PM GRFA FREE! Bravo! Vail After Dark 8:30 PM VAH	2 Dallas Symphony Orchestra 6:00 PM GRFA
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20 Soirée 6:00 PM Tannebaum & Brownstein Residence	21 Free Concert 1:00 PM VIC Free Concert 2:30 PM BCIC	22 New York Philharmonic 6:00 PM GRFA	23 New York Philharmonic Special Time 8:00 PM GRFA
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3 Classically Uncorked Presented by Grigich Hills Estate 7:30 PM DP	4 Classically Uncorked Presented by Grigich Hills Estate 7:30 PM DP	5 FREE! Bravo! Vail After Dark 8:30 PM VAH	6 Inuksuit 2:00 PM MP

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CHAMBER MUSIC PROGRAMS



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MUSIC FESTIVAL

2016 SEASON



SCHEDULE AT-A-GLANCE

JUN 28 Beaver Creek Interfaith Chapel, 7:30PM 22

JUL 05 Vail Interfaith Chapel, 1:00PM 24

JUL 06 Edwards Interfaith Chapel, 7:30PM 26

JUL 07 Vail Interfaith Chapel, 1:00PM 28

JUL 12 Vail Interfaith Chapel, 1:00PM 30

JUL 13 Gypsum Town Hall, 7:30PM 32

JUN 14 Vail Interfaith Chapel, 1:00PM 34

JUL 19 Vail Interfaith Chapel, 1:00PM 38

JUL 21 Vail Interfaith Chapel, 1:00PM 40

JUL 21 Brush Creek Pavilion, Eagle, 7:30PM 42

JUL 26 Vail Interfaith Chapel, 1:00PM 44

JUL 28 Golden Eagle Senior Center, Eagle, 11:00AM 46

JUN 28 Vail Interfaith Chapel, 1:00PM 48

JUL 29 Gallery Row, Beaver Creek, 1:00PM 50

JUL 30 Beaver Creek Interfaith Chapel, 7:30PM 52

AUG 06 Maloit Park, Minturn, 2:00PM 54

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BRAVO!VAIL

2016 SEASON

June 23–August 6, 2016

COLOR KEY

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Chamber Music Concerts

Classically Uncorked

Free Concerts

Free Education & Community Events

Special Events

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SCHEDULE OF EVENTS			
26 Academy of St Martin in the Fields 6:00PM GRFA	27	28 Free Concert 7:30PM BCIC	2 D O 6
3 Dallas Symphony Orchestra 6:00PM GRFA	4 Dallas Symphony Orchestra Special Time, 2:00PM GRFA	5 Free Concert 1:00PM VIC Chamber Music 6:00PM DP	6 Li 2: P 5: D 6 Fi 7:
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17 29th Annual Gala 5:30PM RCBG	18	19 Free Concert 1:00PM VIC Chamber Music 6:00PM DP	2 Si 6 B
24 Pre-Concert Talk 5:00PM GRFA New York Philharmonic 6:00PM GRFA	25 Little Listeners 2:00PM APL Soirée 6:00PM Walton Residence	26 Free Concert 1:00PM VIC Little Listeners 2:00PM VPL Chamber Music 6:00PM DP	2 Li 2: N 6
31	1 AUGUST Little Listeners 2:00PM EPL	2 Classically Uncorked Presented by Grgich Hills Estate 7:30PM DP	3 C P G 7:

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27 Little Listeners 2:00PM GPL New York Philharmonic 6:00PM GRFA	28 Free Concert 11:00AM GESC Free Concert 1:00PM VIC New York Philharmonic 6:00PM GRFA	29 Free Concert 1:00PM GRBC Pre-Concert Talk 5:00PM GRFA New York Philharmonic 6:00PM GRFA FREE! Bravo! Vail After Dark 8:00PM CMB	30 Free Concert 7:30PM BCIC
3 Classically Uncorked Presented by Grgich Hills Estate 7:30PM DP	4 Classically Uncorked Presented by Grgich Hills Estate 7:30PM DP	5 FREE! Bravo! Vail After Dark 8:30PM VAH	6 Inuksuit 2:00PM MP

society, politics and art at the turn of the 19th century. Born in 1752 to a singer at the Russian court, he ingratiated himself with a number of women of lofty station and entered the diplomatic corps at the age of 25. In 1788 in Vienna, Razumovsky married Elizabeth, Countess of Thun and sister of Prince Lichnowsky, one of Beethoven's most devoted patrons. Four years later, he was assigned as Russian ambassador to Vienna, whose sybaritic life style perfectly suited his personality. Razumovsky was also an accomplished violinist who indulged his interest in music by taking lessons from Haydn, playing in chamber concerts, and sponsoring the performance of works in his residence. In the spring of 1806, he took over from Prince Lichnowsky the patronage of the string quartet headed by Ignaz Schuppanzigh, and commissioned Beethoven to write three new pieces to be played in the grand palace he was building on the Danube Canal near the Prater. In honor of (or, perhaps, at the request of) his Russian patron, Beethoven included in the first two quartets of the Op. 59 set traditional Russian themes.

The Razumovsky Quartet No. 3 in C major opens with an almost motionless introduction, influenced, perhaps, in its harmonic acerbity by the beginning of Mozart's "Dissonant" Quartet. The mood brightens with the presentation of the main theme by the unaccompanied first violin, and there ensues a powerful movement in fully developed sonata form. Dark currents of feeling pulse beneath the rippling surface of the *Andante*: "A lament [that] searches many shadowy corners," wrote Vincent d'Indy of this music; J.W.N. Sullivan thought that it presents "some forgotten and alien despair;" a "mystery of the primitive" concluded Joseph Kerman of it. The third movement, nominally a *Minuet*, is of a Romantic sensibility that leaves far behind the elegance and simple grace of its model. The finale is a whirlwind blend of rondo, sonata and fugue that demonstrates Beethoven's mastery of contrapuntal techniques and incomparable ability to drive a composition to its seemingly inevitable end.

JUL
21

THURSDAY
JULY 21, 7:30PM

FREE CONCERT SERIES

BRUSH CREEK PAVILION

DOVER QUARTET

Joel Link, violin
Bryan Lee, violin
Milena Pajaro-van de Stadt, viola
Camden Shaw, cello

LUDWIG

Pale Blue Dot

BEETHOVEN

Quartet in C major, Op. 59, No. 3,
"Razumovsky"

Andante con moto — Allegro vivace
Andante con moto quasi Allegretto
Menuetto: Grazioso —
Allegro molto



DOVER QUARTET

FREE CONCERT

QWINDA IN EAGLE

Five Easy Dances for Woodwind Quintet (1956)

DENES AGAY (1911-2007)

Composer, conductor, author and arranger Denes Agay was born in Hungary and trained at the Liszt Academy in Budapest, but was driven to America in 1939 by the Nazis. Agay wrote nearly a hundred books on musical subjects and composed for films and concert, including his delightful tongue-in-cheek *Five Easy Dances* of 1956.

La Cheminée du Roi René for Woodwind Quintet, Op. 205 (1939)

DARIUS MILHAUD (1892-1974)

In 1939, French film director Raymond Bernard asked Roger Désormières, Arthur Honegger and Darius Milhaud to compose the soundtrack for his *Cavalcade d'amour*, a three-part love story by the renowned dramatist Jean Anouilh set respectively in the Middle Ages, 1830 and 1930. Darius Milhaud, a native of Aix-en-Provence, chose the first segment, which takes place during the reign of King René d'Anjou. René (1409-1480) ruled large parts of southeast France and northwest Italy and was instrumental in finally securing French control of Normandy from the English in 1450. He was a benevolent ruler and a generous patron of the arts (he authored a treatise on tournaments as well as poems and allegorical romances), and he became a beloved figure among his subjects.

After arriving in Oakland, California in 1940 to teach at Mills College, Milhaud arranged excerpts from his film score as a suite for woodwind quintet titled *La Cheminée du Roi René*. The title is puzzling. "Cheminée" in French generally means "chimney" or "fireplace." Some commentators have construed the name to mean that René shed the warmth of goodness and enlightenment among his people, a sort of Provençal predecessor of Louis XIV, *Le roi soleil* — "The

Sun King"; others hold that it indicates René's presence is still felt so strongly that he could seemingly step down from the chimney-like column bearing his statue in Aix-en-Provence, where he died, and walk again among his subjects. More in keeping with the work's ebullient spirit and evocative movement titles, however, is the possibility that *cheminée* is a Medieval variant of the verb *cheminer* — "to walk, proceed." Milhaud's movements suggest just such a "Procession of King René": an opening *Cortège* (a ceremonial procession); *Aubade* (a morning song); *Jongleurs* (jugglers and acrobats); *La Maousinglade* (the region of Aix countryside where Milhaud lived in 1939); *Joutes sur l'Arc* ("Jousts on the Arc," described in the score as "nautical journeys that took place on the River Arc, near Aix-en-Provence, in olden times"); *Chasse à Valabre* ("Hunting at Valabre," "a little castle where King René was accustomed to go for his hunting parties"); and *Madrigal-Nocturne* ("the suite ends in a slow poetical atmosphere").

Trois Pièces Brèves for Woodwind Quintet (1930)

JACQUES IBERT (1890-1962)

Jacques Ibert's fine craft, good humor and distinctive Gallic sensibilities are all embodied in the *Trois Pièces Brèves* that he composed for woodwind quintet in 1930. The first movement opens with a spirited introduction which leads to a cheerful theme that sounds like an English jig on holiday in Paris. Some ideas from the introduction are bandied about before the jig tune returns to round out the movement. The *Andante* is a delicate duet for flute and clarinet modeled on the two-part inventions of Bach; the other instruments enter only to provide a tiny coda. The finale is a vest-pocket sonata form, with a mock-serious introduction, a bounding main theme begun by the clarinet, a parody waltz as the second subject (also initiated by the clarinet), a brief development section and a recapitulation of both themes.

Trois Pièces pour Une Musique de Nuit ("Three Night Music Pieces")
for Flute, Oboe, Clarinet and Bassoon (1954)

EUGÈNE BOZZA (1905-1991)

Eugène Bozza composed three operas, two ballets, two symphonies, two oratorios, four Masses and a half-dozen concertos, but his most important contribution to 20th-century French music were his myriad of pieces for wind instruments. Bozza, born in Nice in 1905, took his professional training at the Paris Conservatoire, where he won *Premiers Prix* in violin (1924), conducting (1930) and composition (1934), as well as the *Prix de Rome* in 1934. He began his career as a violinist with the Padeloup Orchestra, but gave up performing in 1930 to devote himself to composition and conducting. From 1938 to 1948, he conducted at the Opéra-Comique in Paris, and in 1951, he was appointed director of the École Nationale de Musique in Valenciennes, a post he held until his retirement in 1975. He died in Valenciennes in 1991. British critic Paul Griffiths wrote of the "melodic fluency, elegance of structure, and consistently sensitive concern for instrumental capabilities" of Bozza's music, qualities exemplified by his 1954 *Trois Pièces pour Une Musique de Nuit* ("Three Night Music Pieces"): a poignant melody with the lolling rhythm of a barcarolle, the traditional song of the Venetian gondoliers, an elfin scherzo and an austere chorale that suggests a nighttime prayer.

Overture to The Barber of Seville (1816)

GIOACCHINO ROSSINI (1792-1868)

Rossini was said to have based the original Overture to *The Barber of Seville*, appropriately enough, on Spanish themes. That piece, however, was lost in transit somewhere between Rome and Bologna, so he simply replaced it with the instrumental number he had composed for *Elisabetta* in Naples the year before, which in its turn had been adapted from the Overture to *Aureliano in Palmira* of 1813, an adventure of the Emperor Aureliano in Palmyra in the third century of the Christian era.

JUL
28

**THURSDAY
JULY 28, 11:00AM**

FREE CONCERT SERIES

 **GOLDEN EAGLE SENIOR CENTER**

QWINDA WOODWIND QUINTET

Niles Watson, flute
William Welter, oboe
Stanislav Chernyshev, clarinet
Emeline Chong, bassoon
Jenny Ney, horn

AGAY

Five Easy Dances for Woodwind Quintet

Polka
Tango
Bolero
Waltz
Rumba

MILHAUD

La Cheminée du Roi René for Woodwind Quintet, Op. 205

Cortège
Aubade
Jongleurs
La Maousinglade
Joutes sur l'Arc
Chasse à Valabre
Madrigal-Nocturne

IBERT

Trois Pièces Brèves for Woodwind Quintet

Allegro
Andante
Assez lent — Allegro scherzando —
Vivo — Tempo I — Vivo

BOZZA

Trois Pièces pour Une Musique de Nuit for Flute, Oboe, Clarinet and Bassoon

Andantino
Allegro vivo
Moderato

ROSSINI

Overture to The Barber of Seville for Woodwind Quintet

BRAVOVAIL.ORG | 47

THANK YOU



Bravo! Vail extends its sincere gratitude and appreciation to everyone who has supported the vast array of Education and Community Engagement Programs the Festival offers. Their support allows Bravo! to accomplish its mission, to enrich peoples' lives through the power of music.

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2016 Free Events Guide

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FREE EVENTS GUIDE



2016 SEASON: JUNE 23 - AUGUST 6



BRAVO!VAIL
MUSIC FESTIVAL

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FREE CONCERT SERIES



The 2016 Bravo! Vail Season offers 15 free, hour-long chamber music concerts throughout the Valley all summer long. These events feature world-class musicians in intimate settings, allowing audiences to experience classical music in a whole new way.

VAIL:

Vail Interfaith Chapel | Tuesdays and Thursdays in July, 1:00PM

BEAVER CREEK:

Beaver Creek Interfaith Chapel | June 28 & July 30, 7:30PM

Gallery Row | July 29, 1:00PM

EDWARDS:

Edwards Interfaith Chapel | July 6, 7:30PM

EAGLE:

Brush Creek Pavilion | July 21, 7:30PM

Golden Eagle Senior Center | July 28, 11:00AM

GYPSUM:

Gypsum Town Hall | July 13, 7:30PM

BRAVO! VAIL

BRAVO! VAIL AFTER DARK

Re-imagine your definition of classical music



Bravo! Vail After Dark offers audiences a chance to interact with classical music in a whole new way. The series features progressive artists performing adventurous selections at lively local bars and breweries.

Ellis Hall, vocals/piano.....July 1 | 8:30PM, Vail Ale House, West Vail
Aeolus Quartet, strings.....July 8 | 8:30PM, Bonfire Brewing Taproom, Eagle
Qwinda Woodwind Quintet.....July 29 | 8:00PM, Crazy Mountain Brewery, Edwards
Christopher O'Riley, piano.....August 5 | 8:30PM, Vail Ale House, West Vail

LITTLE LISTENERS @ THE LIBRARY



All ages welcome! Enjoy free, fun, and informative performances by festival musicians in area libraries.

Each performance will include a mini instrument petting zoo for the kids. A great way to introduce kids to classical music!

Avon Public Library: July 11 & 25

Eagle Public Library: June 30 & August 1

Gypsum Public Library: July 6 & 27

Vail Public Library: July 12 & 26

All Little Listeners events are at 2:00PM

Website Recognition

<https://bravovail.org>

The screenshot shows the homepage of the Bravo! Vail Music Festival website. At the top left is the festival's logo, which features a stylized 'BV' monogram above the text 'BRAVO! VAIL MUSIC FESTIVAL'. To the right of the logo is a search bar with the text 'Google™ Custom Search' and a magnifying glass icon. Further right are navigation links: 'Contact Us', 'Newsletter Signup', 'Login', 'Blog', 'Cart', and 'Donate'. Below these is a large banner image of a crowded outdoor amphitheater at night. A dark navigation bar below the banner contains links: 'CALENDAR', 'TICKETS & SEASON INFO', 'PLAN YOUR VISIT', 'SUPPORT', 'EDUCATION & ENGAGEMENT', and 'ABOUT US'. On the left side, a blue sidebar menu lists: 'DESTINATION VAIL', 'HOTELS & RESTAURANTS', 'VAIL TRANSPORTATION', 'VENUE AND PARKING INFO', 'ACCESSIBILITY', and 'FAQ'. The main content area has a heading 'MAKE THE MOST OF YOUR BRAVO! VAIL EXPERIENCE' followed by a paragraph of text. To the right of the text is a small image of a mountain landscape. Below the text is a dotted line and the text 'EVENT CALENDAR'. The footer contains links for 'Employment', 'Privacy Policy', 'Site Map', 'Media', and 'Annual Report', along with contact information: '2271 N Frontage Rd W, Suite C, Vail, Colorado 81657 | Bravo! Vail Photos: Zach Mahone | Design by HA■', social media icons for Google+, Instagram, YouTube, Facebook, and Twitter, and phone numbers: 'Box Office: 877.812.5700 | Administration: 970.827.5700'.

Website Recognition

<https://bravovail.org>

The screenshot shows the website for Bravo! Vail Music Festival. The header features the festival's logo on the left and a navigation menu on the right with links for Contact Us, Newsletter Signup, Login, Blog, Cart, and Donate. Below the header is a large image of a concert performance. A secondary navigation bar contains links for CALENDAR, TICKETS & SEASON INFO, PLAN YOUR VISIT, SUPPORT, EDUCATION & ENGAGEMENT, and ABOUT US. The main content area is titled "Contributing Organizations" and includes a paragraph of text followed by a grid of logos for various partners.

Contributing Organizations

Bravo! Vail is indebted to the Town of Vail, the Vail Town Council and many government and foundation partners for their vision and financial support.

The contributing organizations shown are:

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6.30.16 Little Listeners @ the Library Instagram Post

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 **Bravo! Vail**
@BravoVail

Bring the kids and come see us with musicians from @DallasSymphony at Eagle Public Library @2:00 for Little Listeners @ the Library! FREE!!

6/30/16, 12:56 PM

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6.30.16 Little Listeners @ the Library Twitter Post

BRAVO VAIL! FREE EVENTS FOR SUMMER 2016

Bravo! Vail presents over 25 free events this summer, including chamber music performances, family-friendly events, and nighttime entertainment in various venues throughout Vail Valley

Vail, CO (FOR IMMEDIATE RELEASE) – The Bravo! Vail Music Festival presents several free event series this summer, which aims to make world-class music accessible throughout the Vail Valley. Highlights of the free events include the Free Concert Series with solo recitals and chamber music performances in intimate settings, a family-friendly event at the Gerald R. Ford Amphitheater, musical events at local libraries, nighttime entertainment at pubs, and more.

FREE CONCERT SERIES

The Free Concert Series presents chamber concerts, which are an hour long, held at 1:00 p.m. every Tuesday and Thursday at the Vail Interfaith Chapel, with additional performances at various times and locations on other days of the week. Pianist Anne-Marie McDermott, Bravo! Vail's Artistic Director, kicks off the series on Tuesday, June 28 at 7:30 p.m., with a performance of Schubert's Piano Sonata No. 21 in B-flat major — written during the last few months of Schubert's life. Other performers throughout the series include Piano Fellows Tomer Gewirtzman, and Steven Lin; cellist Yumi Kendall; the Aeolus Quartet; the Dover Quartet; and the Qwinda Woodwind Quintet. Highlights of the repertoire include Beethoven's third "Razumovsky" String Quartet, Bach's Toccata in E minor, Mozart's Adagio and Fugue in C minor, the Overture from Rossini's *The Barber of Seville*, and an all-French lineup.

BRAVO! VAIL AFTER DARK

Beginning Friday, July 1, the Bravo! Vail After Dark series kicks off, offering nighttime concerts at the Vail Ale House, Bonfire Brewing Taproom, and Crazy Mountain Brewery. The concerts' informal settings allow for intimate, interactive experiences between the audience and musicians as well as lively performances featuring pop and R&B in addition to classical music. Look for the After Dark events on select Fridays throughout the Festival.

FREE FAMILY CONCERT & INSTRUMENT PETTING ZOO

On Wednesday, July 13, Bravo! Vail presents its Free Family Concert: the worldwide sensation "Beethoven Lives Upstairs," based on the popular children's audio recording and HBO film. Produced in collaboration with Classical Kids Live!, a theatrical and educational family program, "Beethoven Lives Upstairs" tells the fictional story of a boy named Christoph who meets Beethoven when he moves into his family's home and lives in the bedroom above his. Musicians from the Colorado-based National Repertory Orchestra, led by Lio Kuokman, Assistant Conductor of The Philadelphia Orchestra, will play excerpts from Beethoven's work. The show, which will be held at the Gerald R. Ford Amphitheater, will be preceded by games and activities. An Instrument Petting Zoo — where children can touch, feel, and play various orchestral instruments — will also be on-site starts at 10:00 a.m.

LITTLE LISTENERS AT THE LIBRARY

Beginning Thursday, June 26, Little Listeners at the Library offers free, fun, and informative performances by musicians from resident orchestras and Colorado in area libraries. Locations for these events include Gypsum, Eagle, Avon, and Vail Public Libraries. Library performances will include a musical activity or mini instrument petting zoo for the kids.

SPECIAL FREE EVENT: INUKSUIT

Closing out the 2016 Season, on Saturday, August 6, Bravo! Vail joins forces with the Aspen Music Festival and School to present Grammy Award–winning composer John Luther Adams’s outdoor piece, *Inuksuit*, during a special event in Maloit Park. *Inuksuit* will feature 66 percussionists performing throughout the park. Audience members will walk through the performance, finding themselves immersed in a uniquely cohesive sonic landscape that provides new perspective on what it means to hear and to listen. This event is perfect for all ages!

CONCERTS IN BRAVO! VAIL’S FREE CONCERT SERIES:

FREE CONCERTS SERIES:

What: An Evening with Anne-Marie McDermott

Where: Beaver Creek Interfaith Chapel

When: Tuesday, June 28, 7:30 p.m.

What: Aeolus Quartet: Mozart and Schumann

Where: Vail Interfaith Chapel

When: Tuesday, July 5, 1:00 p.m.

What: Aeolus Quartet: Aeolus Plays Barber

Where: Edwards Interfaith Church

When: Wednesday, July 6, 7:30 p.m.

What: Aeolus Quartet and cellist Yumi Kendall: Shubert’s Cello Quintet

Where: Vail Interfaith Chapel

When: Thursday, July 7, 1:00 p.m.

What: Pianists Tomer Gewirtzman and Steven Lin: Beethoven and Haydn

Where: Vail Interfaith Chapel

When: Tuesday, July 12, 1:00 p.m.

What: Pianists Tomer Gewirtzman and Steven Lin: Bach, Mendelssohn, and Couperin

Where: Gypsum Town Hall

When: Wednesday, July 13, 11:00 a.m.

What: Haydn, Chopin, and Liszt

Where: Vail Interfaith Chapel

When: Thursday, July 14, 1:00 p.m.

What: Pianists Tomer Gewirtzman and Steven Lin: Bartok and Barber

Where: Vail Interfaith Chapel

When: Tuesday, July 19, 1:00 p.m.

What: Dover Quartet and pianists Tomer Gewirtzman and Steven Lin: Dover and Dohnányi

Where: Vail Interfaith Chapel

When: Thursday, July 21, 1:00 p.m.

What: Dover Quartet: Beethoven's "Razumovsky"

Where: Brush Creek Pavilion, Eagle

When: Thursday, July 21, 7:30 p.m.

What: Qwinda Woodwind Quintet and pianist Anne-Marie McDermott: French Impressions

Where: Vail Interfaith Chapel

When: Tuesday, July 26, 1:00 p.m.

What: Qwinda Woodwind Quintet: Qwinda in Eagle

Where: Golden Eagle Senior Center, Eagle

When: Thursday, July 28, 11:00 a.m.

What: Qwinda Woodwind Quintet and pianist Anne-Marie McDermott: Mozart and Ravel

Where: Vail Interfaith Chapel

When: Thursday, July 28, 1:00 p.m.

What: Qwinda Woodwind Quintet: Qwinda at Gallery Row

Where: Gallery Row, Beaver Creek

When: Friday, July 29, 1:00 p.m.

What: Bravo! Vail After Dark: Qwinda Woodwind Quintet

Where: Crazy Mountain Brewery, Edwards

When: Friday, July 29, 8:00 p.m.

What: Qwinda Woodwind Quintet: A Night in Italy

Where: Beaver Creek Interfaith Chapel

When: Saturday, July 30, 7:30 p.m.

BRAVO! VAIL AFTER DARK:

What: Bravo! Vail After Dark: Ellis Hall

Where: Vail Ale House, West Vail

When: Friday, July 1, 8:30 p.m.

What: Bravo! Vail After Dark: Aeolus Quartet

Where: Bonfire Brewing Taproom, Eagle

When: Friday, July 8, 8:30 p.m.

What: Bravo! Vail After Dark: Qwinda Woodwind Quintet

Where: Crazy Mountain Brewery, Edwards

When: Friday, July 8, 8:00 p.m.

What: Bravo! Vail After Dark: Christopher O'Riley

Where: Vail Ale House, West Vail

When: Friday, August 5, 8:30 p.m.

FREE FAMILY CONCERT & INSTRUMENT PETTING ZOO:

What: Free Family Concert: Beethoven Lives Upstairs

Where: Gerald R. Ford Amphitheater

When: Wednesday, July 13, 11:00 a.m., Petting Zoo at 10:00 a.m.

INUKSUIT

What: Special Event: Inuksuit

Where: Maloit Park, Minturn

When: Saturday, August 6, 2:00 p.m.



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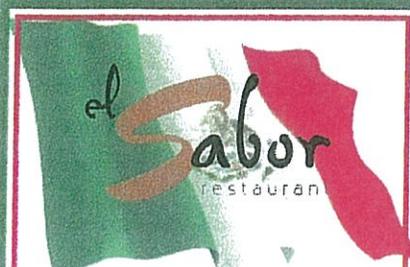
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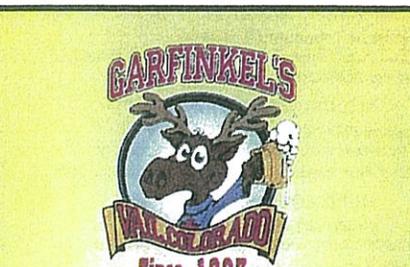
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GO & DO

Bravo! Vail announces free events

Festival will present more than 25 free events

Daily staff report
newsroom@vaildaily.com

VAIL — Bravo! Vail presents several free event series this summer, which aim to make world-class music accessible throughout the Vail Valley. Highlights of the free events include the Free Concert Series, with solo recitals and chamber music performances in intimate settings; a family-friendly event at the Gerald R. Ford Amphitheater; musical events at local libraries; nighttime entertainment at pubs; and more.

FREE CONCERT SERIES

The Free Concert Series presents hour-long chamber concerts at 1 p.m. every Tuesday and Thursday at the Vail Interfaith Chapel, with additional performances at various times and locations on other days of the week.

Pianist Anne-Marie McDermott, Bravo! Vail's artistic director, kicks off the series on today at 7:30 p.m. with a performance of Schubert's Piano Sonata No. 21 in B-flat major — written during the last few months of Schubert's life.

Other performers throughout the series include piano fellows Tomer Gewirtzman and Steven Lin; cellist Yumi Kendall; the Aeolus Quartet; the Dover Quartet; and the Qwinda Woodwind Quintet. Highlights of the repertoire include Beethoven's



ZACH MAHONEY | SPECIAL TO THE DAILY

Anne-Marie McDermott, Bravo! Vail's artistic director, performs a free solo recital at the Chapel at Beaver Creek today at 7:30 p.m. as part of the Bravo! Vail Free Concert Series.

"Razumovsky" String Quartet, Bach's Toccata in E minor, Mozart's Adagio and Fugue in C minor, the Overture from Rossini's "The Barber of Seville" and an all-French lineup.

BRAVO! VAIL AFTER DARK

Beginning Friday, July 1, the Bravo! Vail After Dark series kicks off, offering nighttime concerts at the Vail Ale House, Bonfire Brewing and Crazy Mountain Brewing Co. The concerts' informal settings allow for intimate, interactive experiences between the

THE FULL SCHEDULE

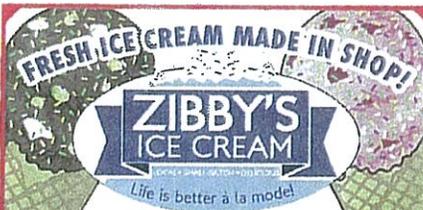
Visit this article at www.vaildaily.com to view the complete schedule of free concerts for this summer's Bravo! Vail music festival.

audience and musicians, as well as lively performances featuring pop and R&B in addition to classical music.

FREE FAMILY CONCERT

On Wednesday, July 13, Bravo! Vail

FREE EVENTS, B8



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291 BRIDGE STREET | VAIL, CO 81658 | OPEN 11AM - SLOW 7 DAYS A WEEK

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High Life calendar

Greg Barnes Pastel workshop

Today and Wednesday 9:30 a.m. | Art of the Vail Valley Gallery, Avon
Greg Barnes, an award-winning pastel artist from North Carolina, is teaching this two-day pastel workshop. Class begins with a morning demonstration focusing on motif selection and execution in pastel; students then work on their own, receiving individual coaching at the easel. A group critique rounds out the day. Class runs from 9:30 a.m. to 4 p.m. today and Wednesday. Cost is \$250. Bring water, a lunch, etc., for a day outside and all materials listed under the course description at www.vailvalleyartguild.com.

supermasters (ages 40 and older) division. Learn more at www.vaillacrosse.com.

Landscape Painting with Mio Cirkovic

Today | 9:30 a.m. | Art of the Vail Valley Gallery, Avon
Classes are for all skill levels and consist of lectures, demos and painting. Instructor Mio Cirkovic will help students improve, lecturing on all aspects of painting outside and in studio. Cirkovic helps students choose subject matter, composition, colors. Cost is \$40 for Vail Valley Art Guild members and \$45 for nonmembers for the class, which runs from 9:30 a.m. to 12:30 p.m. four Tuesday mornings through July 26. Visit www.vailvalleyartguild.com to learn more.

Hot Summer Nights: 40oz to Freedom

June 28 | 6:30 p.m. Gerald R. Ford Amphitheater, Vail
Crazy Mountain Brewery's Hot Summer Nights annual free summer concert series continues with 40oz to Freedom. Sublime tribute

GET IN THE PAPER

Go to www.vaildaily.com and click "Entertainment" and "Calendar." Click the blue "+ Add an Event" button on right side. The location should be set to where you are currently, but if you need this to change, simply click on the location and type in where you want it to be. Type the name of the place where the event will be. To add a new venue, add the street address, city and zip code. Phone number is not required. Next, enter the date of the event and the name of the event. Add some details about your event. If you have photos, a flier, videos or relevant links you want to share, then add those as well. Include contact information so people can find out more information.

All events are reviewed within one hour, and you will receive an email confirmation with information about how to update, edit or delete your event.

band 40oz to Freedom formed in March 2007 and has been turning heads from Day 1. They have a uniquely similar sound to Sublime, as well as an amazingly energetic show. Doors open at 5:30 p.m. Visit www.vvf.org to learn more.

An Evening with Anne-Marie McDermott

Today | 7:30 p.m. | Beaver Creek Interfaith Chapel
Pianist Anne-Marie McDermott, Bravo! Vail's artistic director, performs Schubert's Piano Sonata No. 21 in B flat as part of Bravo! Vail's free concert series. Visit www.bravovail.org to learn more.

Vail Lacrosse Shootout

Wednesday | 9 a.m. | Ford Park Fields, Vail
The Vail Lacrosse Shootout runs through July 3. Play continues Wednesday with games for high school (U19) boys and girls. Learn more at www.vaillacrosse.com.

Vail Village Art Walk

Wednesday | 11 a.m. | Vail Village Welcome Center
The free weekly Wednesday Art Walks start with an introduction to the Colorado Ski & Snowboard Museum; the tour winds its way through the village with discussions of the importance of site-specific art. Visit www.artinvail.com for more information.

FREE EVENTS

From page B6

presents its Free Family Concert: the worldwide sensation "Beethoven Lives Upstairs," based on the popular children's audio recording and HBO film. Produced in collaboration with Classical Kids Live!, a theatrical and educational family program, "Beethoven Lives Upstairs" tells the fictional story of a boy named Christoph who meets Beethoven when he moves into his family's home and lives in the bedroom above his.

Musicians from the Colorado-based National Repertory Orchestra, led by Lio Kuokman, assistant conductor of The Philadelphia Orchestra, will play excerpts from Beethoven's work. The show, which will be held at the Ford Amphitheater, will be preceded by games and activities. An instrument petting zoo — where children can touch, feel and play various orchestral instruments — will also be on site starting at 10 a.m.

LITTLE LISTENERS

Beginning Thursday, June 26, Little Listeners at the Library offers free, fun and informative performances by musicians from resident orchestras and Colorado in area libraries. Locations for these events include Gypsum, Eagle, Avon and Vail public libraries. Library performances will include a musical activity or mini instrument petting zoo for the kids.

SPECIAL EVENT: INUKSUIT

Closing out the 2016 season on Saturday, Aug. 6, Bravo! Vail joins forces with the Aspen Music Festival and School to present Grammy award-winning composer John Luther Adams' outdoor piece "Inuksuit" during a special event in Maloit Park.

Inuksuit will feature 66 percussionists performing throughout the park. Audience members will walk through the performance, finding themselves immersed in a uniquely cohesive sonic landscape that provides new perspective on what it means to hear and to listen. This event is suitable for all ages.

For more information on these free events, and other concerts in this year's Bravo! Vail lineup, visit www.bravovail.org.

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 Out Call, Walk ins welcome
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GET YOUR TEAM TOGETHER FOR A NIGHT OF BIG FUN, PRIZES, & GIVEAWAYS. SOCIAL HOUR ALL NIGHT.
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Italian Wine Dinner
 Tuesday, June 28, 2016
 Make your reservation by Monday, June 27
 Receive \$10 OFF Dinner & \$10 OFF Wine Pairing
 Hosted by Chef Owner Paul Ferzacca, *La Tour Restaurant*
 & Master Sommelier Damon Ornowski *Southern Wine & Spirits*

FIRST COURSE
 Cannelloni Tonno Pinna Gialla
 Yellowfin Tuna Cannelloni, Apple, Fennel, Celery, Pine Nuts, Lemon Crema
 Bisol Crede Prosecco Di Valdobbiadene Brut NV, Veneto

SECOND COURSE
 Pesce Spada alla Griglia, Spaghetti Vino Rosso
 Grilled Swordfish, Red Wine Spaghetti, Lardo, Pancetta, Parsley
 2013 Tenuta Delle Terre Nere Etna Rosso *Calderara Sottano*, Sicilia

THIRD COURSE
 Vitello al Tartufo
 Veal Medallion, Summer Truffles, Carrots, Pea Coulis, Madeira Sauce
 2011 Produttori di Barbaresco Paje Riserva, Piemonte

FOURTH COURSE
 Piccione con Gnocchi di Funghi
 Pan Roasted Squab Breast, Wild Mushroom Gnocchi, Prosciutto Tritato Sauce
 2010 Conti Costanti Brunello di Montalcino, Toscano

Tiramisu Piccolo Forno
DINNER \$60 - WINE PAIRINGS \$85

Wine Dinner available 5-9:30 PM | Our regular menu is available all night as well.
 For Reservations Call 970-476-4403

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Event Photos



2016 Little Listeners



2016 Free Family Concert



2016 Piano Program



2016 Free Family Concert



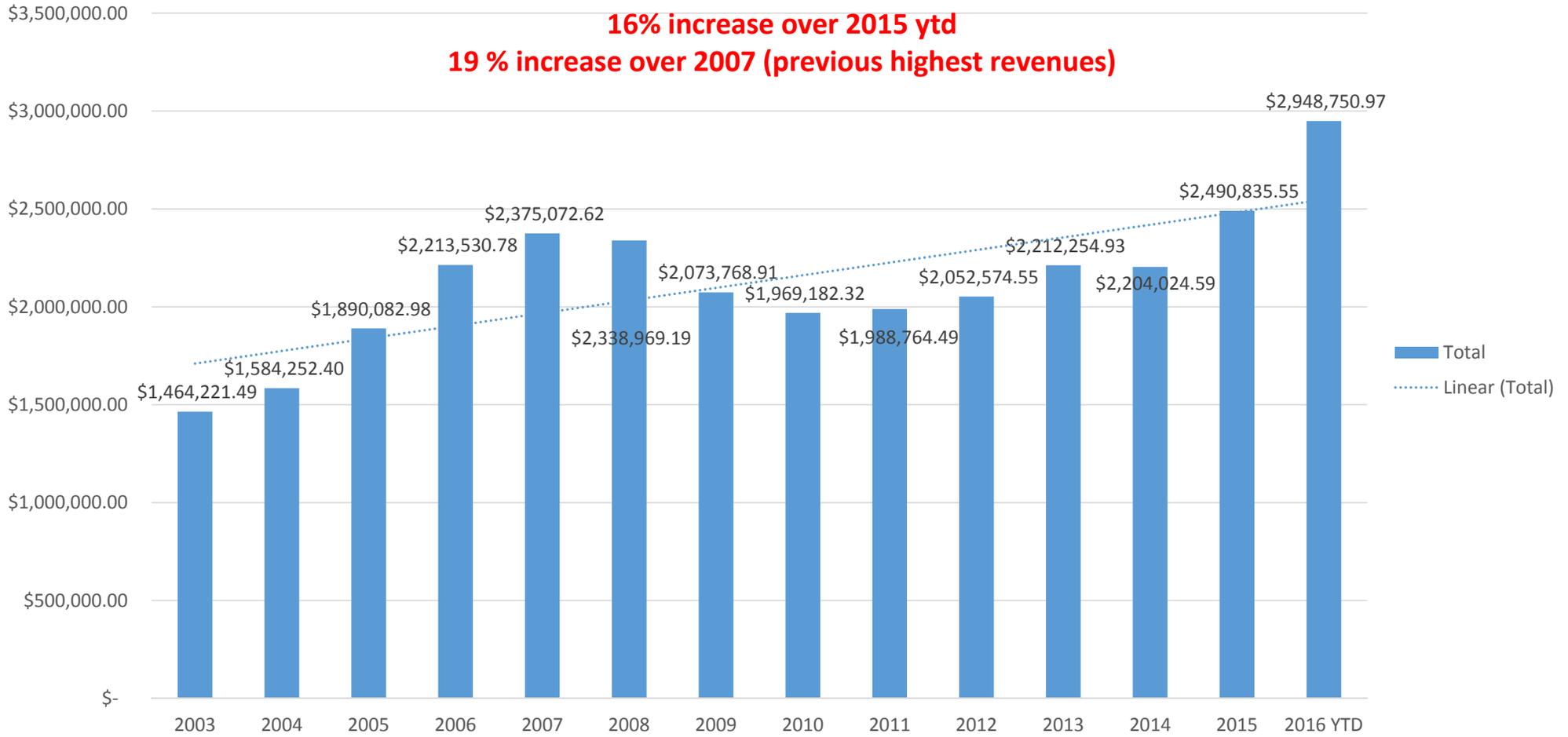
2016 Piano Program



2016 Free Family Concert

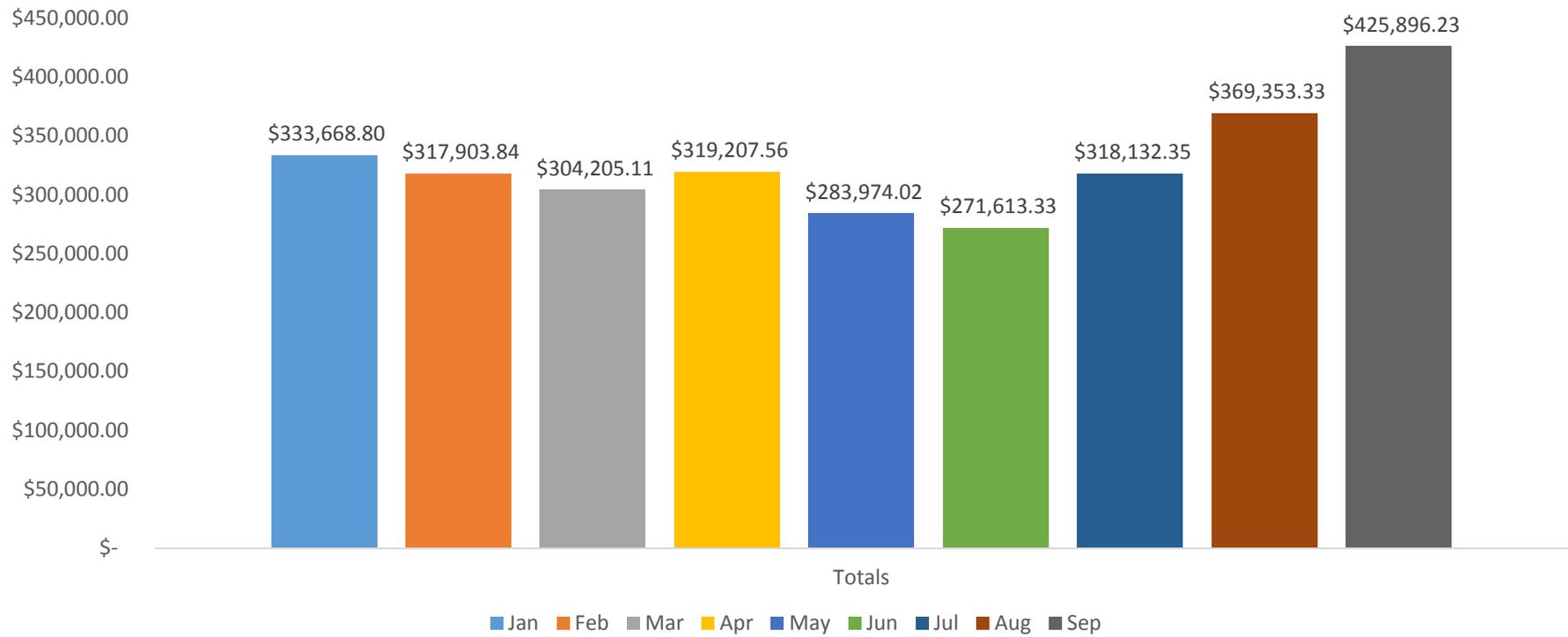
TOTAL SALES TAX
2010-2016
Collection through September

16% increase over 2015 ytd
19 % increase over 2007 (previous highest revenues)

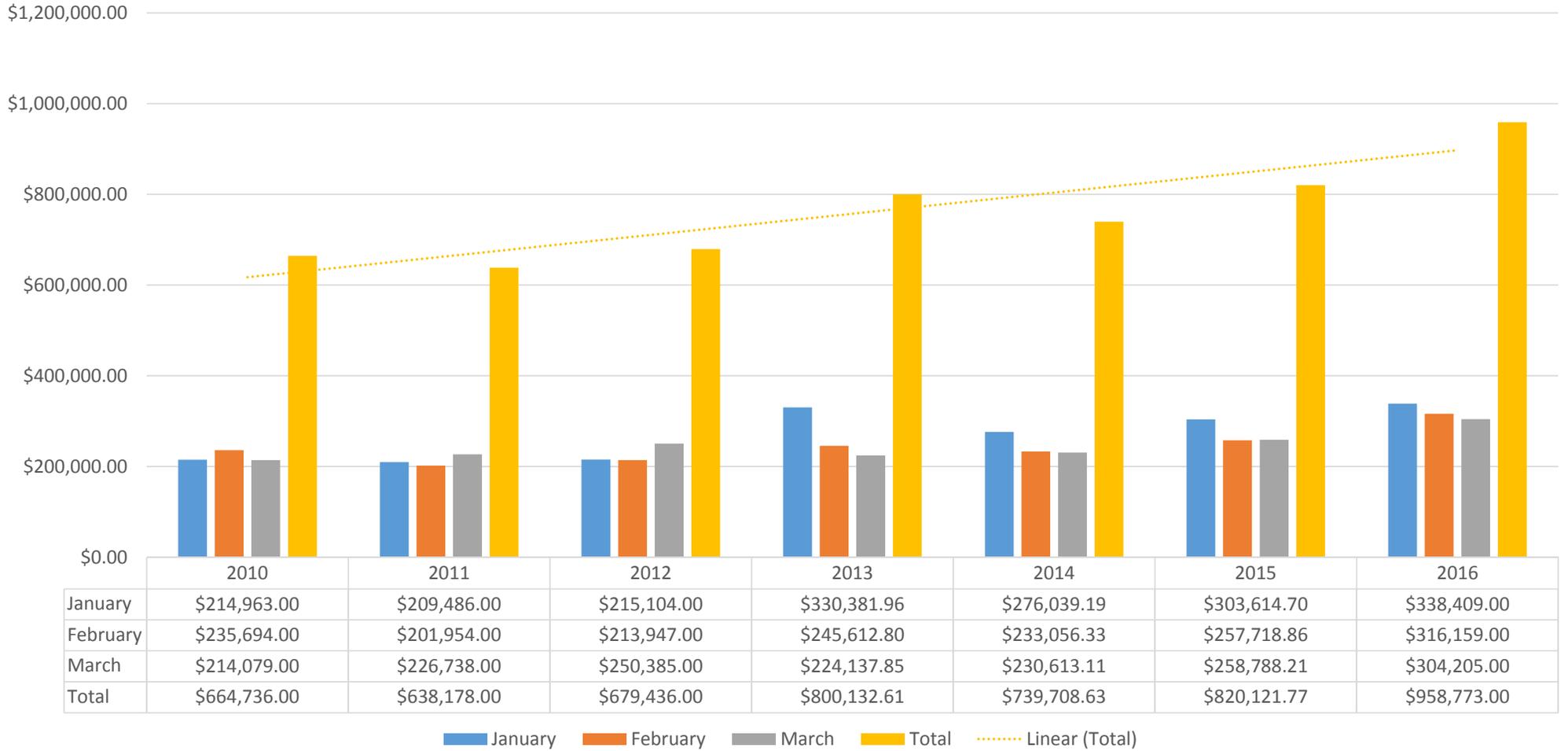


MONTHLY COLLECTIONS 2016

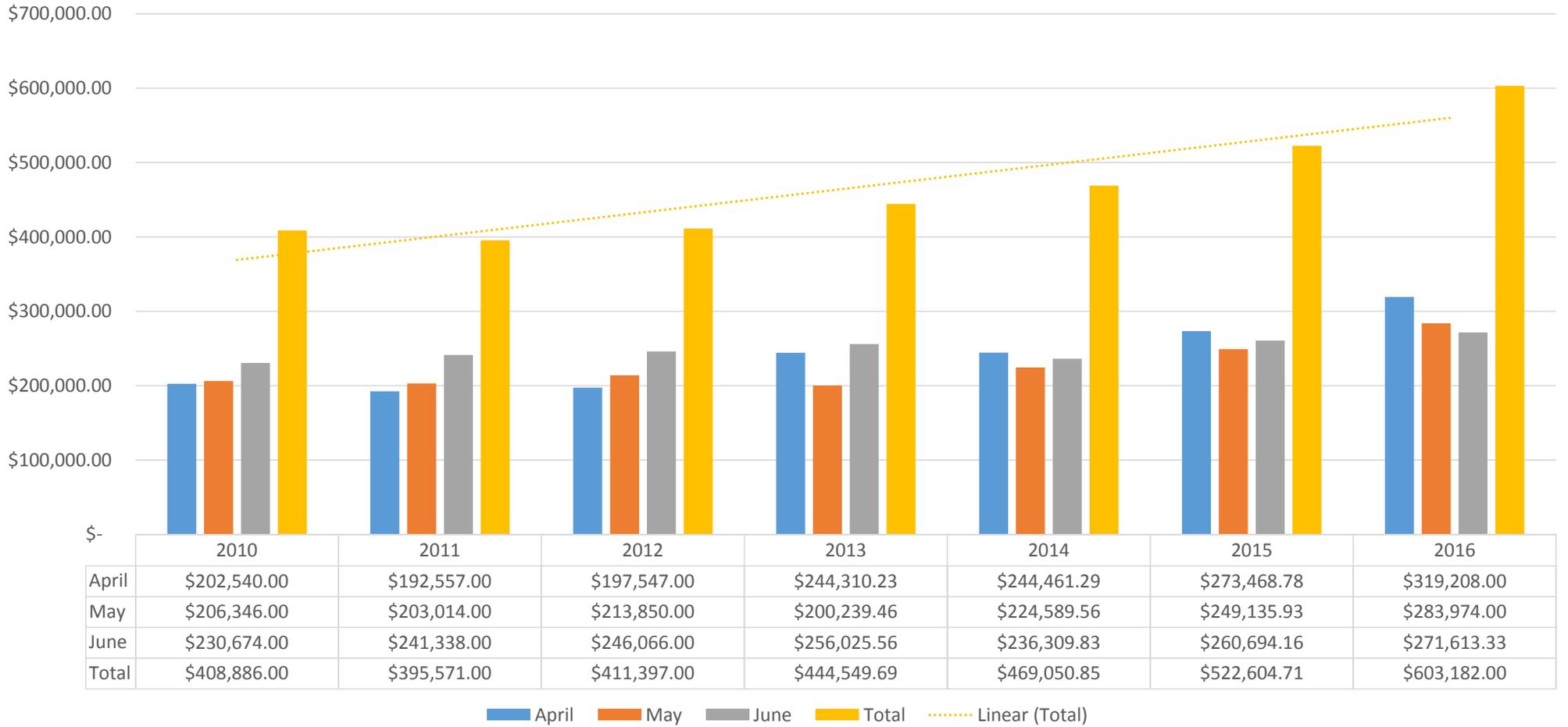
13% increase over August



TOTAL SALES TAX FIRST QUARTER 2010-2016

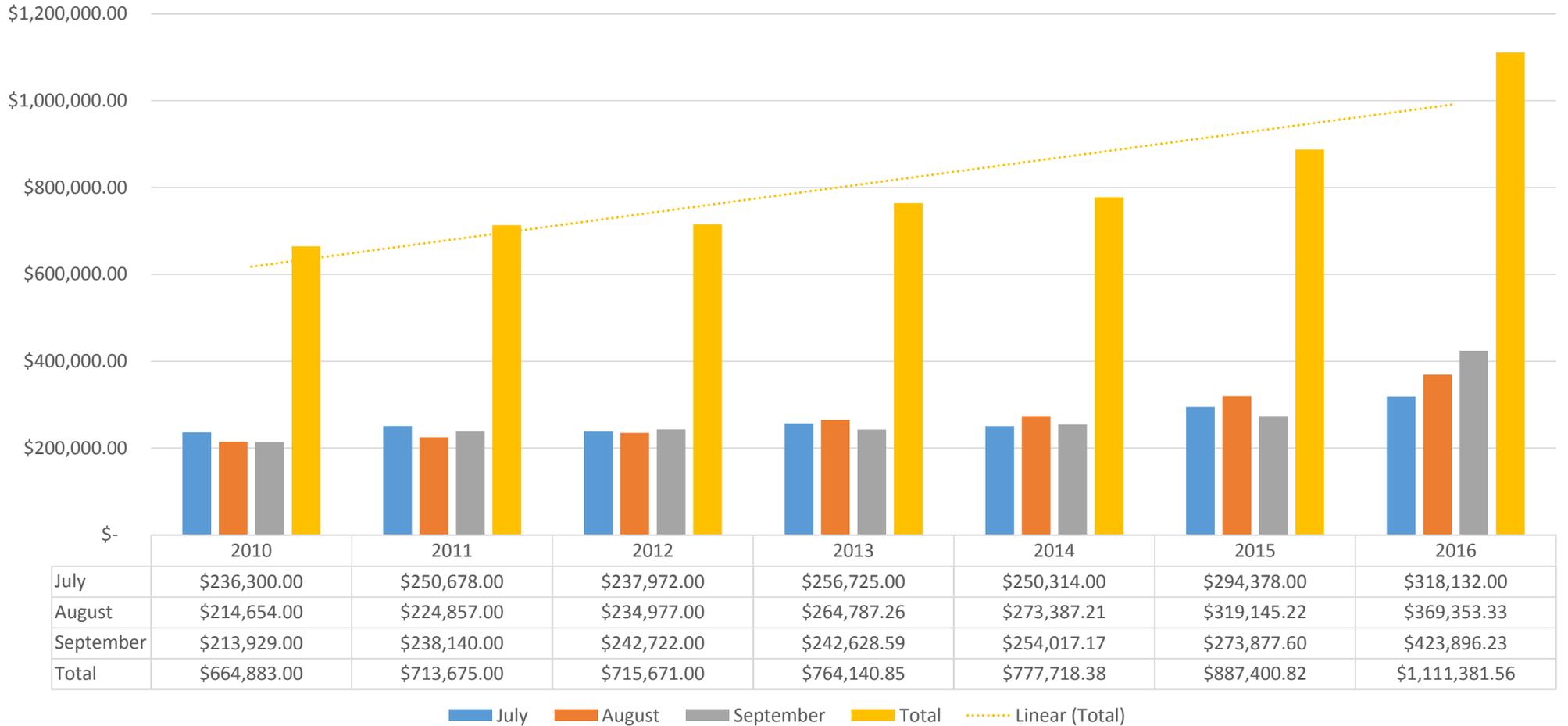


TOTAL SALES TAX SECOND QUARTER 2010-2016



TOTAL SALES TAX THIRD QUARTER 2010-2016

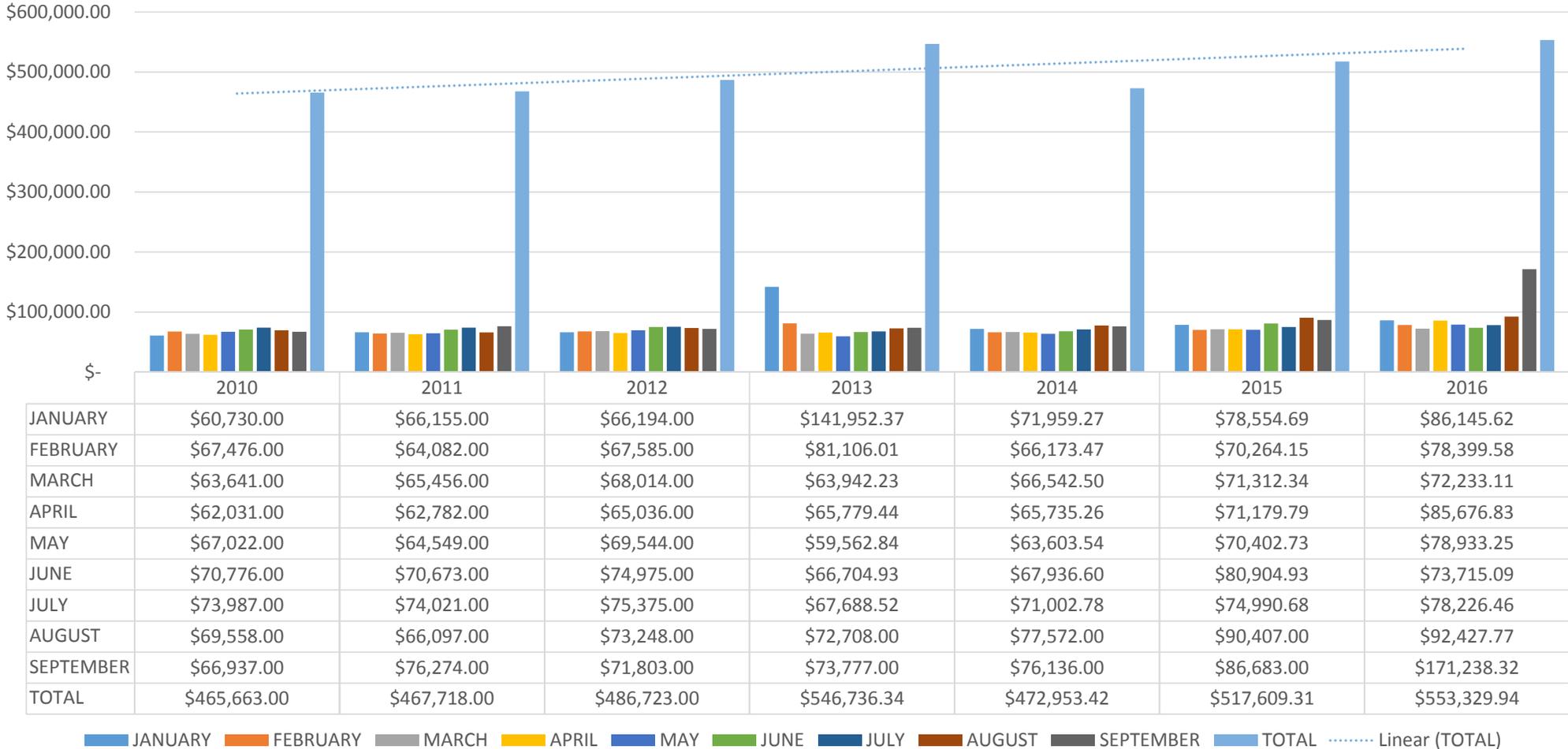
20% increase over 2015



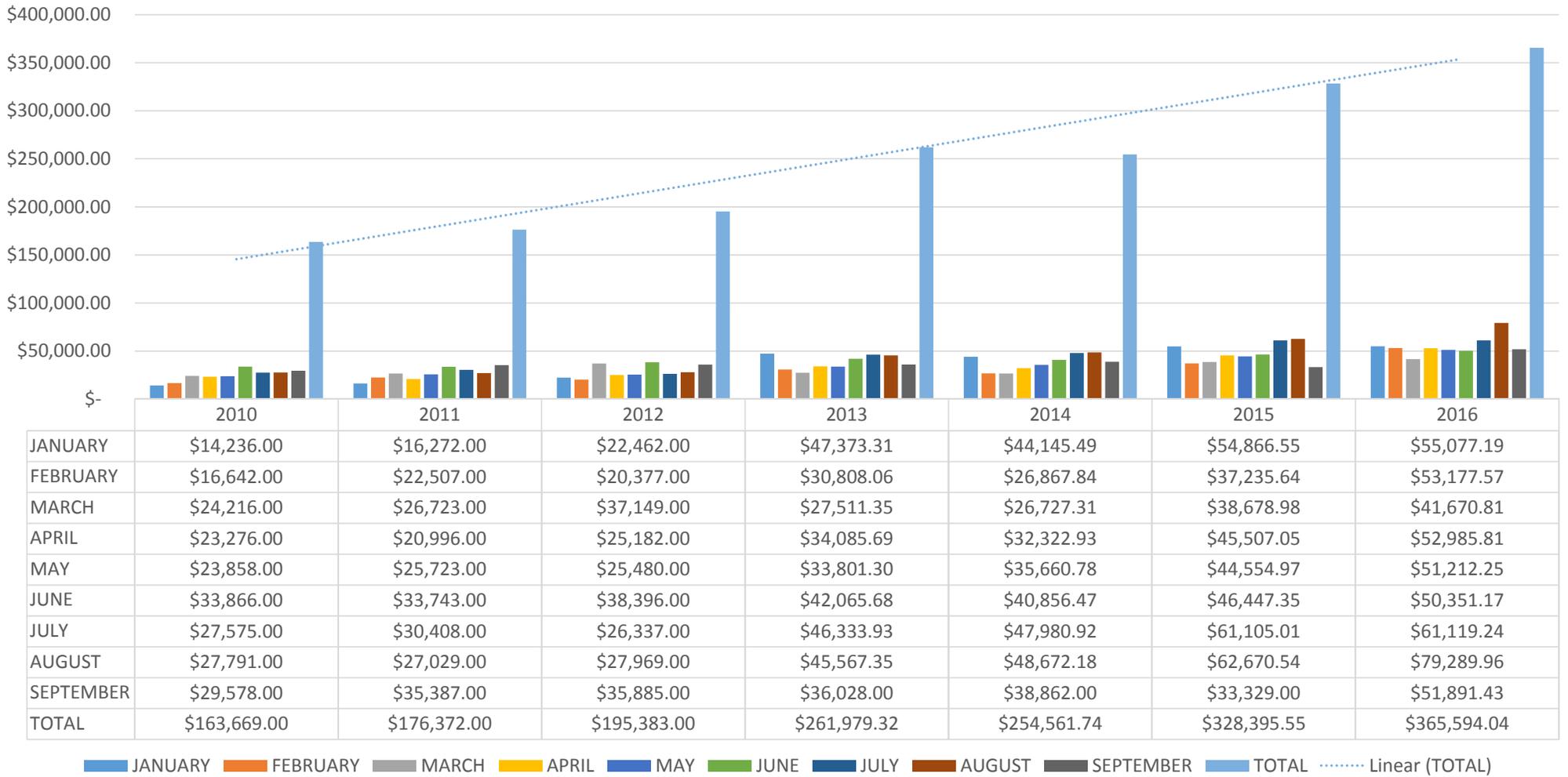
TOTAL SALES TAX FOURTH QUARTER 2010-2015



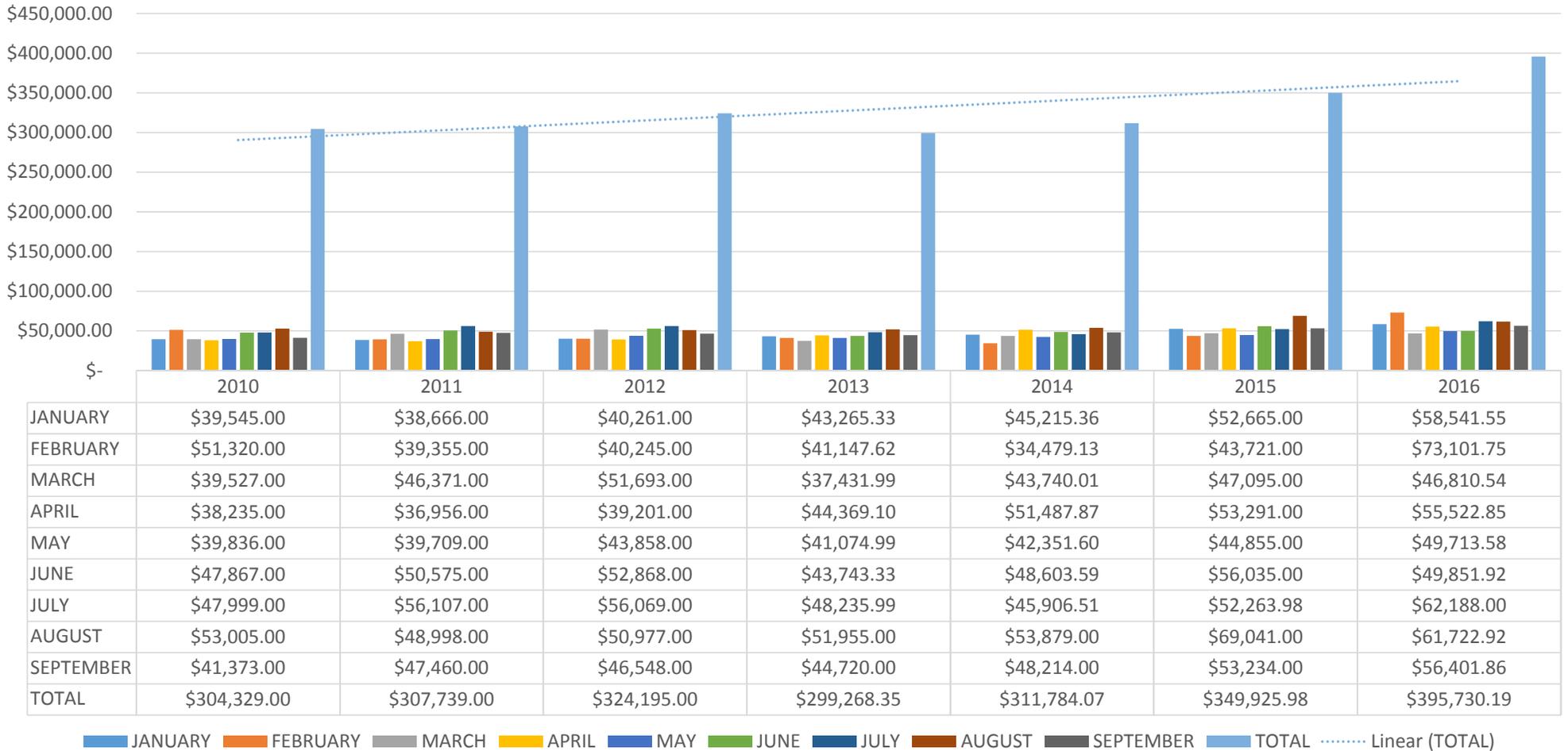
FOOD MONTHLY COLLECTIONS 2010-2016



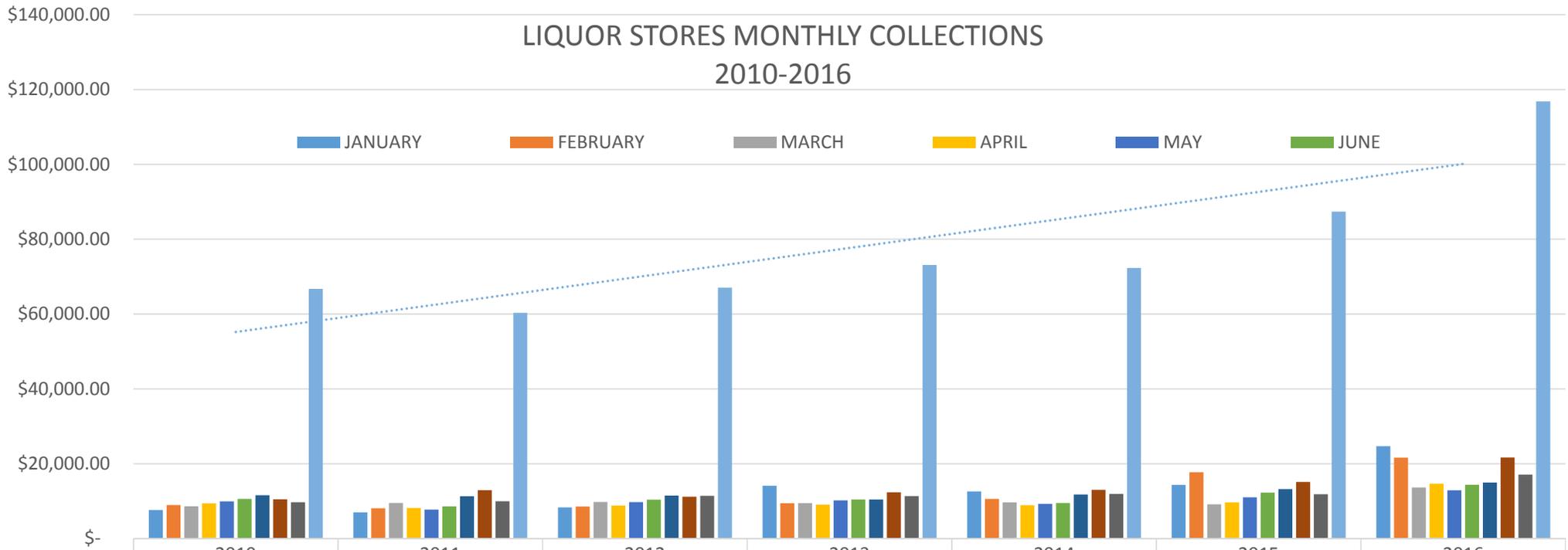
RETAIL MONTHLY COLLECTIONS 2010-2016



RESTAURANTS & BARS MONTHLY COLLECTIONS 2010-2016

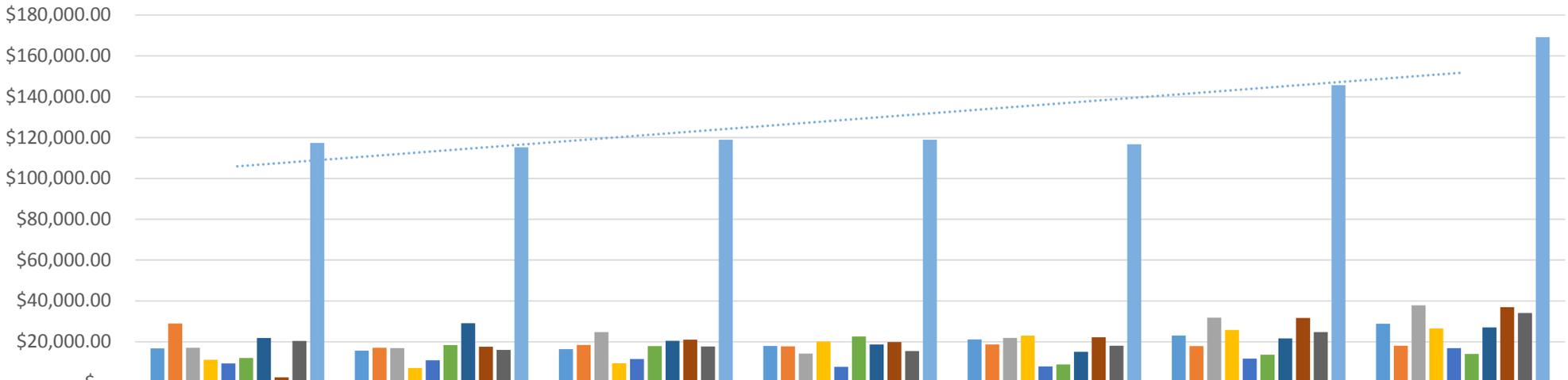


LIQUOR STORES MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$7,635.00	\$7,000.00	\$8,306.00	\$14,110.28	\$12,595.00	\$14,340.00	\$24,694.02
FEBRUARY	\$8,947.00	\$8,090.00	\$8,537.00	\$9,423.00	\$10,585.00	\$17,734.00	\$21,628.20
MARCH	\$8,614.00	\$9,493.00	\$9,767.00	\$9,477.29	\$9,652.00	\$9,129.00	\$13,654.00
APRIL	\$9,421.00	\$8,145.00	\$8,829.00	\$9,066.00	\$8,900.52	\$9,656.00	\$14,662.00
MAY	\$9,932.00	\$7,733.00	\$9,727.00	\$10,182.00	\$9,268.00	\$11,022.00	\$12,881.00
JUNE	\$10,597.00	\$8,599.00	\$10,390.00	\$10,415.92	\$9,518.00	\$12,272.00	\$14,366.00
JULY	\$11,582.00	\$11,298.00	\$11,479.00	\$10,422.00	\$11,784.22	\$13,209.00	\$14,956.00
AUGUST	\$10,481.00	\$12,928.00	\$11,195.00	\$12,367.00	\$13,025.00	\$15,118.00	\$21,686.71
SEPTEMBER	\$9,694.00	\$9,970.00	\$11,426.00	\$11,342.00	\$11,931.00	\$11,843.00	\$17,095.00
TOTAL	\$66,728.00	\$60,358.00	\$67,035.00	\$73,096.49	\$72,302.74	\$87,362.00	\$116,841.22

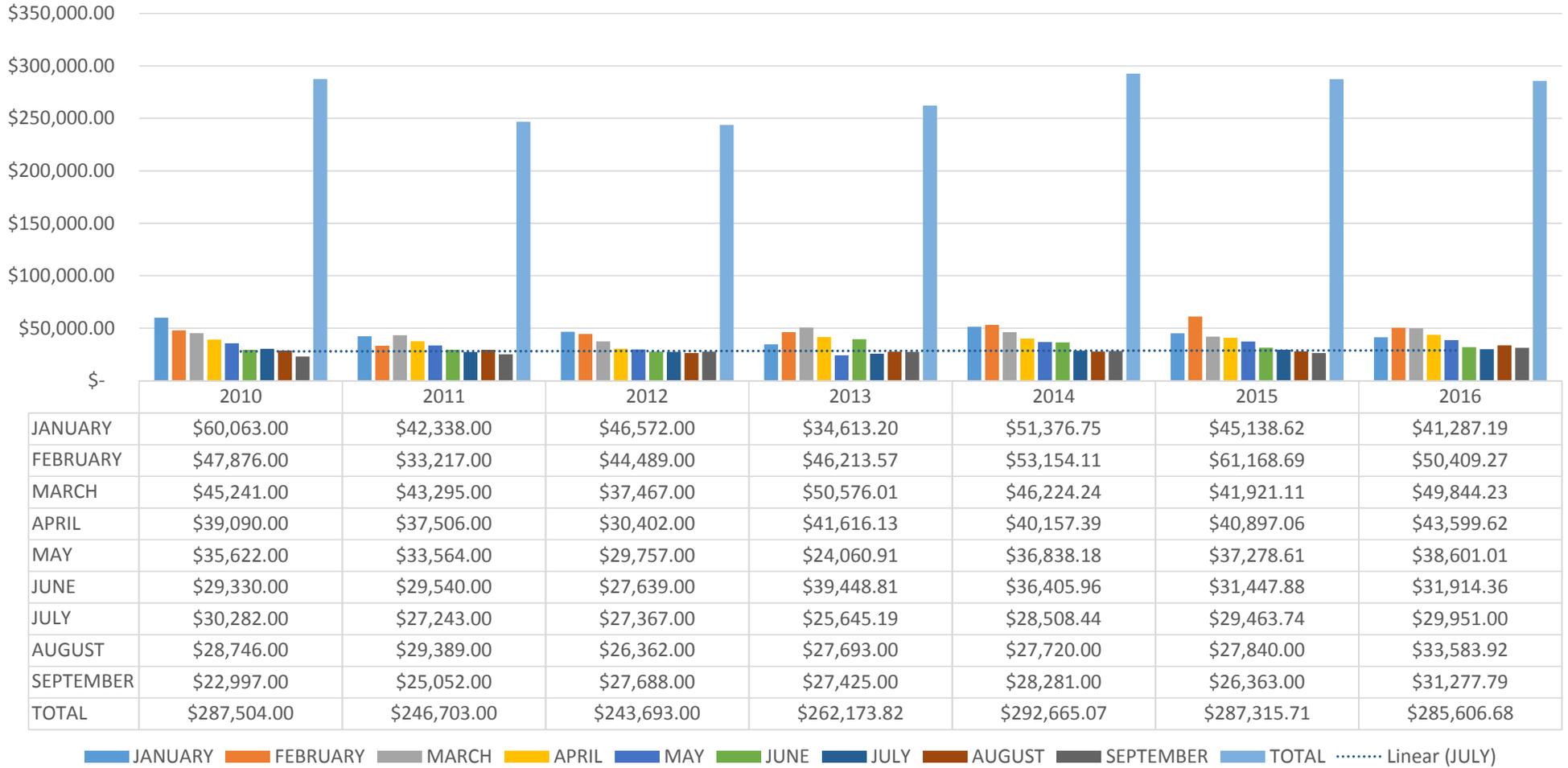
LODGING MONTHLY COLLECTIONS 2010-2016



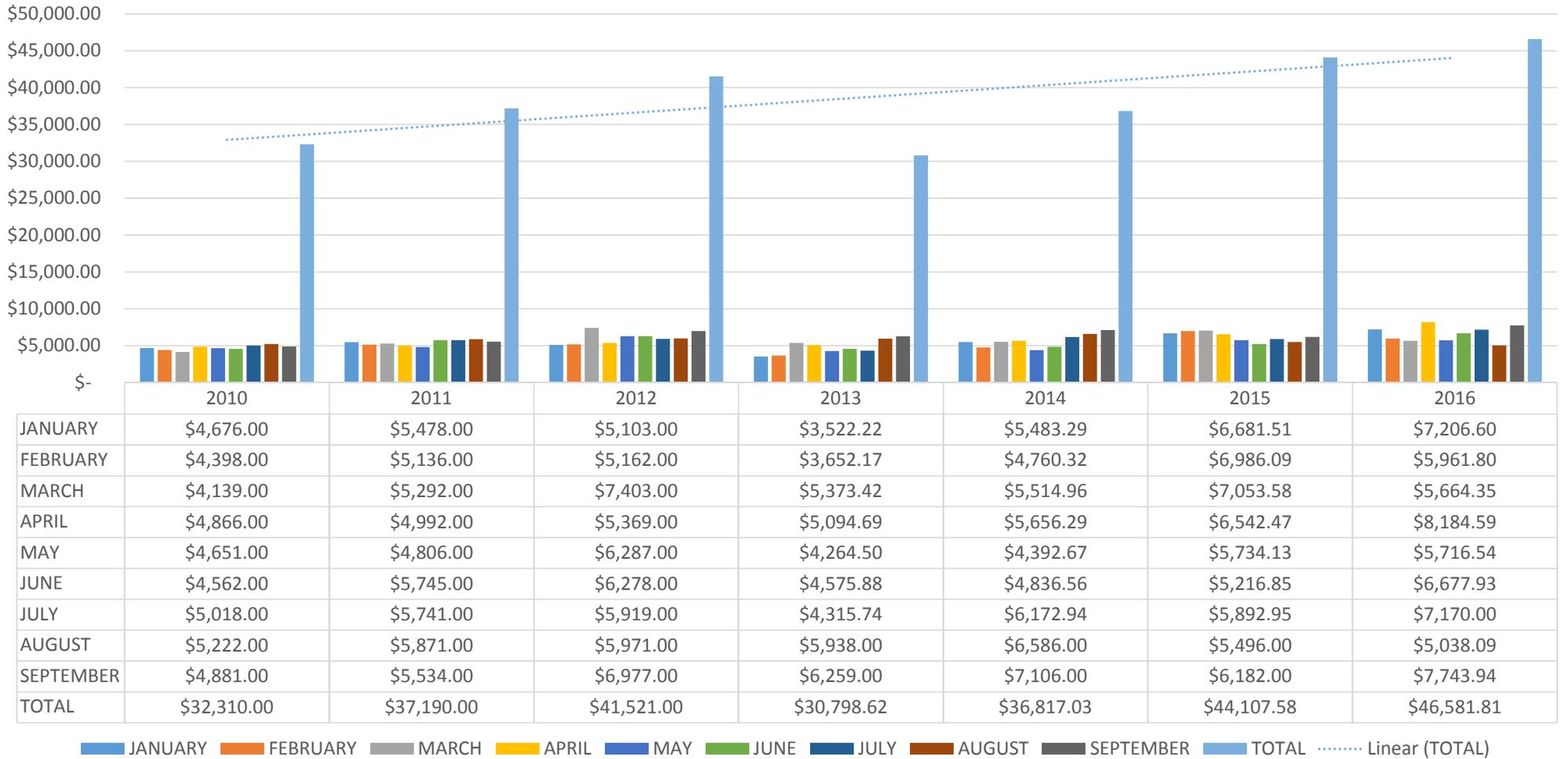
	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$16,734.00	\$15,638.00	\$16,409.00	\$17,923.00	\$21,175.57	\$23,076.00	\$28,827.69
FEBRUARY	\$28,941.00	\$17,084.00	\$18,454.00	\$17,746.80	\$18,711.12	\$17,905.00	\$18,085.00
MARCH	\$17,083.00	\$16,898.00	\$24,722.00	\$14,237.05	\$21,907.00	\$31,804.00	\$37,848.94
APRIL	\$11,220.00	\$7,183.00	\$9,461.00	\$20,078.52	\$22,993.00	\$25,827.00	\$26,460.00
MAY	\$9,424.00	\$10,963.00	\$11,567.00	\$7,729.00	\$7,944.51	\$11,778.00	\$16,908.00
JUNE	\$12,068.00	\$18,385.00	\$17,859.00	\$22,554.40	\$8,897.41	\$13,644.00	\$14,060.52
JULY	\$21,868.00	\$29,097.00	\$20,481.00	\$18,673.00	\$15,089.02	\$21,628.00	\$27,019.00
AUGUST	\$2,577.00	\$17,555.00	\$21,025.00	\$19,850.00	\$22,228.00	\$31,705.00	\$36,941.45
SEPTEMBER	\$20,425.00	\$15,994.00	\$17,664.00	\$15,435.00	\$18,069.00	\$24,732.00	\$34,109.00
TOTAL	\$117,338.00	\$115,248.00	\$118,953.00	\$118,941.77	\$116,717.63	\$145,662.00	\$169,209.15

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

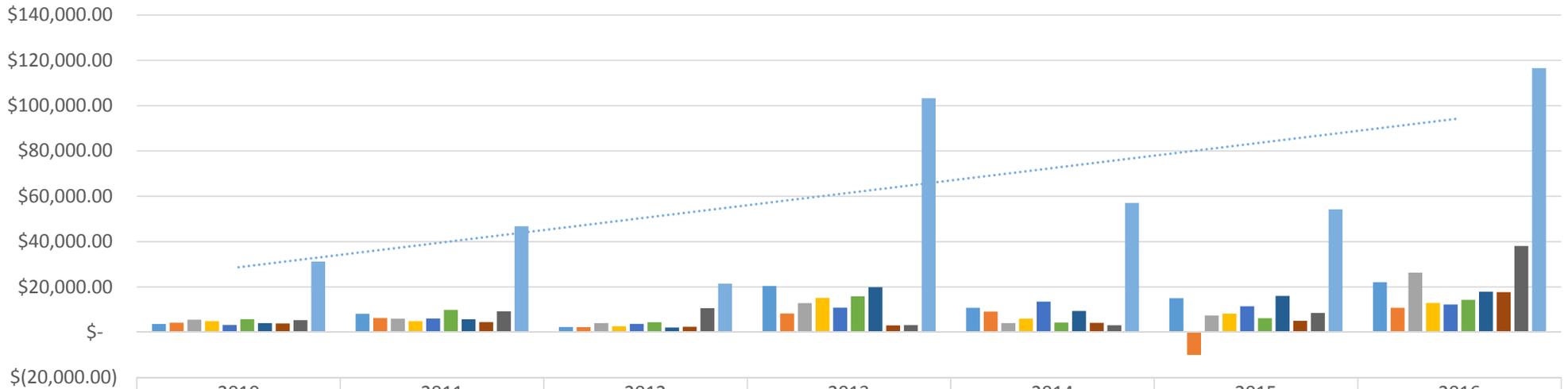
UTILITIES MONTHLY COLLECTIONS 2010-2016



AUTOMOTIVE MONTHLY COLLECTIONS 2010-2016



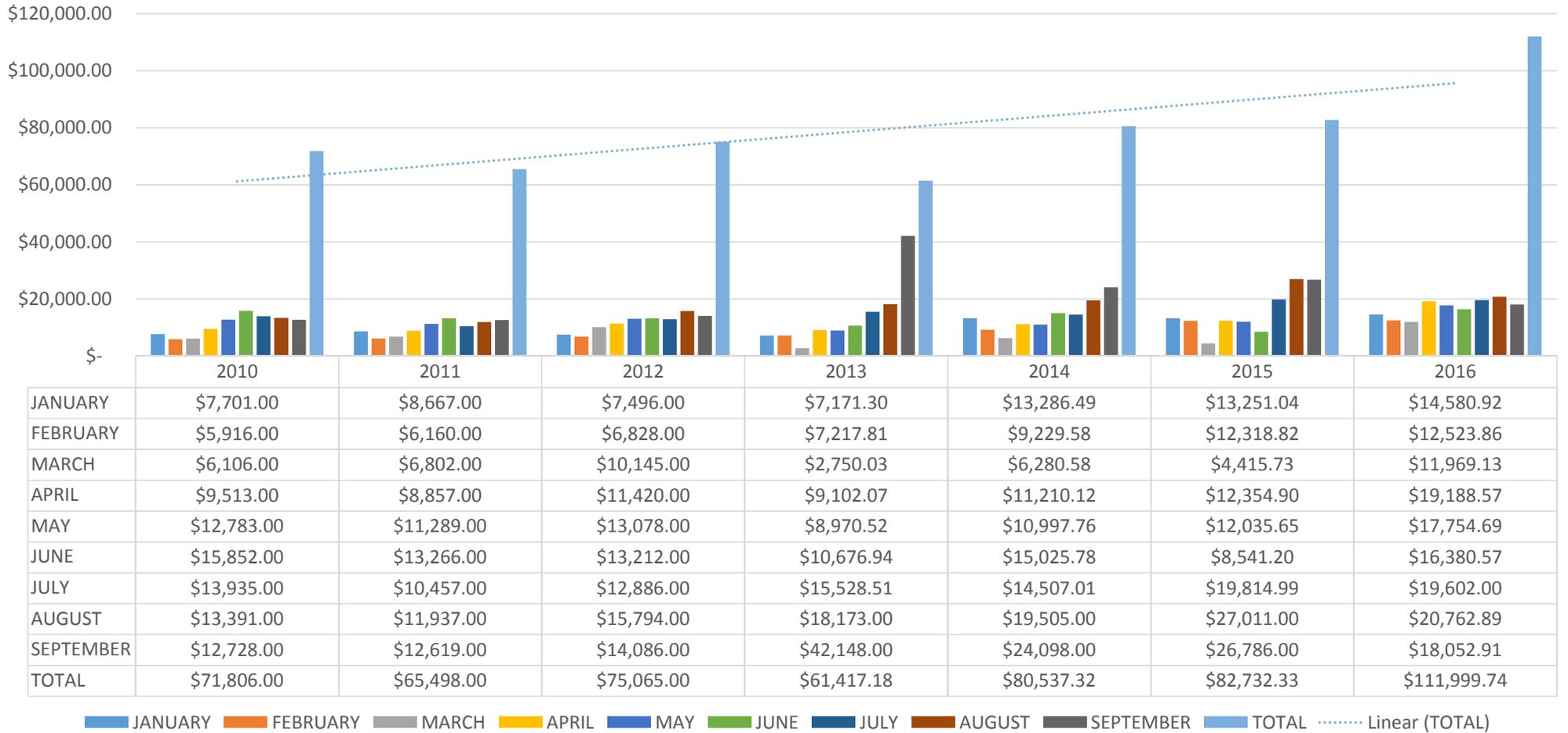
MISCELLANEOUS MONTHLY COLLECTIONS 2010-2016



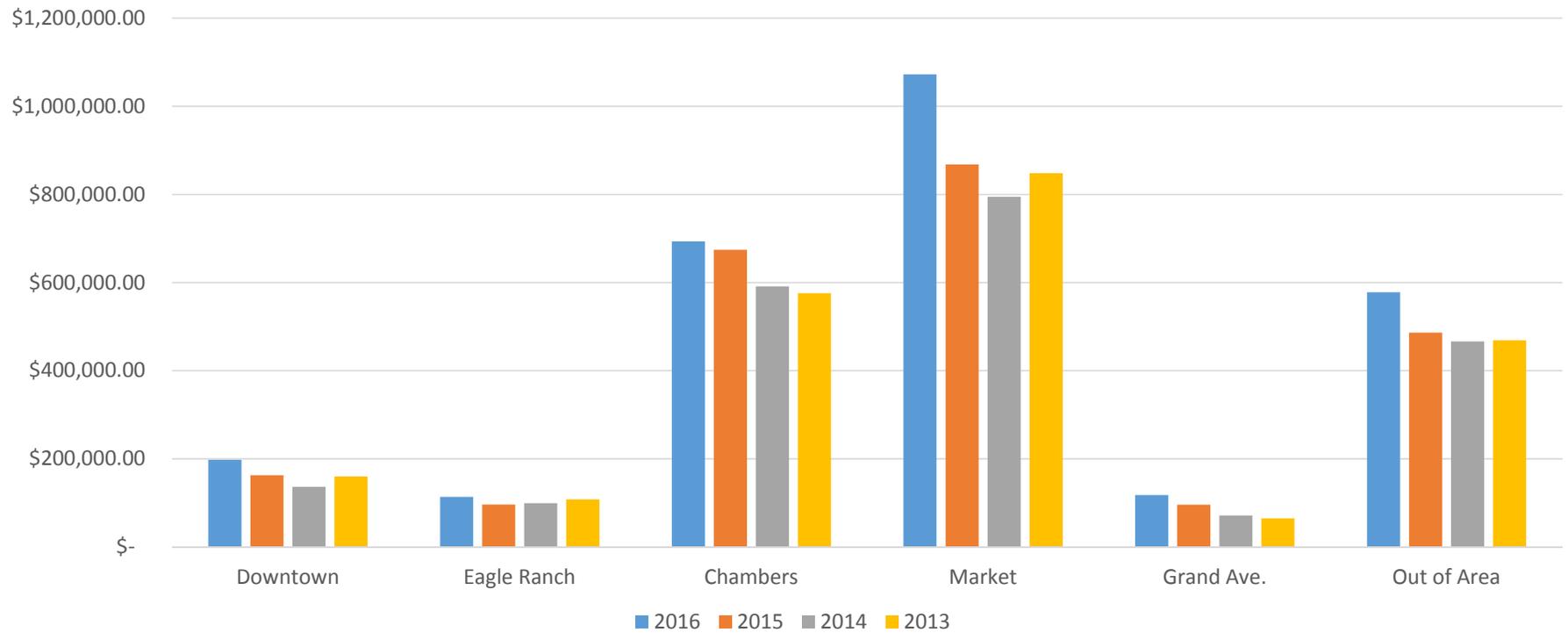
	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$3,640.00	\$8,131.00	\$2,298.00	\$20,450.95	\$10,801.97	\$15,040.87	\$22,075.17
FEBRUARY	\$4,176.00	\$6,266.00	\$2,268.00	\$8,297.76	\$9,095.76	\$(10,064.41)	\$10,809.81
MARCH	\$5,510.00	\$5,958.00	\$4,021.00	\$12,838.48	\$4,024.51	\$7,378.78	\$26,310.59
APRIL	\$4,887.00	\$4,880.00	\$2,642.00	\$15,118.59	\$5,997.91	\$8,213.51	\$12,927.29
MAY	\$3,218.00	\$6,022.00	\$3,716.00	\$10,863.40	\$13,532.52	\$11,473.88	\$12,253.70
JUNE	\$5,754.00	\$9,836.00	\$4,445.00	\$15,839.67	\$4,229.46	\$6,184.57	\$14,295.77
JULY	\$4,054.00	\$5,693.00	\$2,058.00	\$19,881.86	\$9,362.43	\$16,009.32	\$17,901.00
AUGUST	\$3,883.00	\$4,492.00	\$2,437.00	\$3,007.00	\$4,136.00	\$5,020.00	\$17,717.62
SEPTEMBER	\$5,317.00	\$9,242.00	\$10,644.00	\$3,137.00	\$3,057.00	\$8,490.00	\$38,085.98
TOTAL	\$31,239.00	\$46,786.00	\$21,448.00	\$103,290.71	\$57,044.56	\$54,236.52	\$116,573.33

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

BUILDING/CONSTRUCTION MONTHLY COLLECTIONS 2010-2016



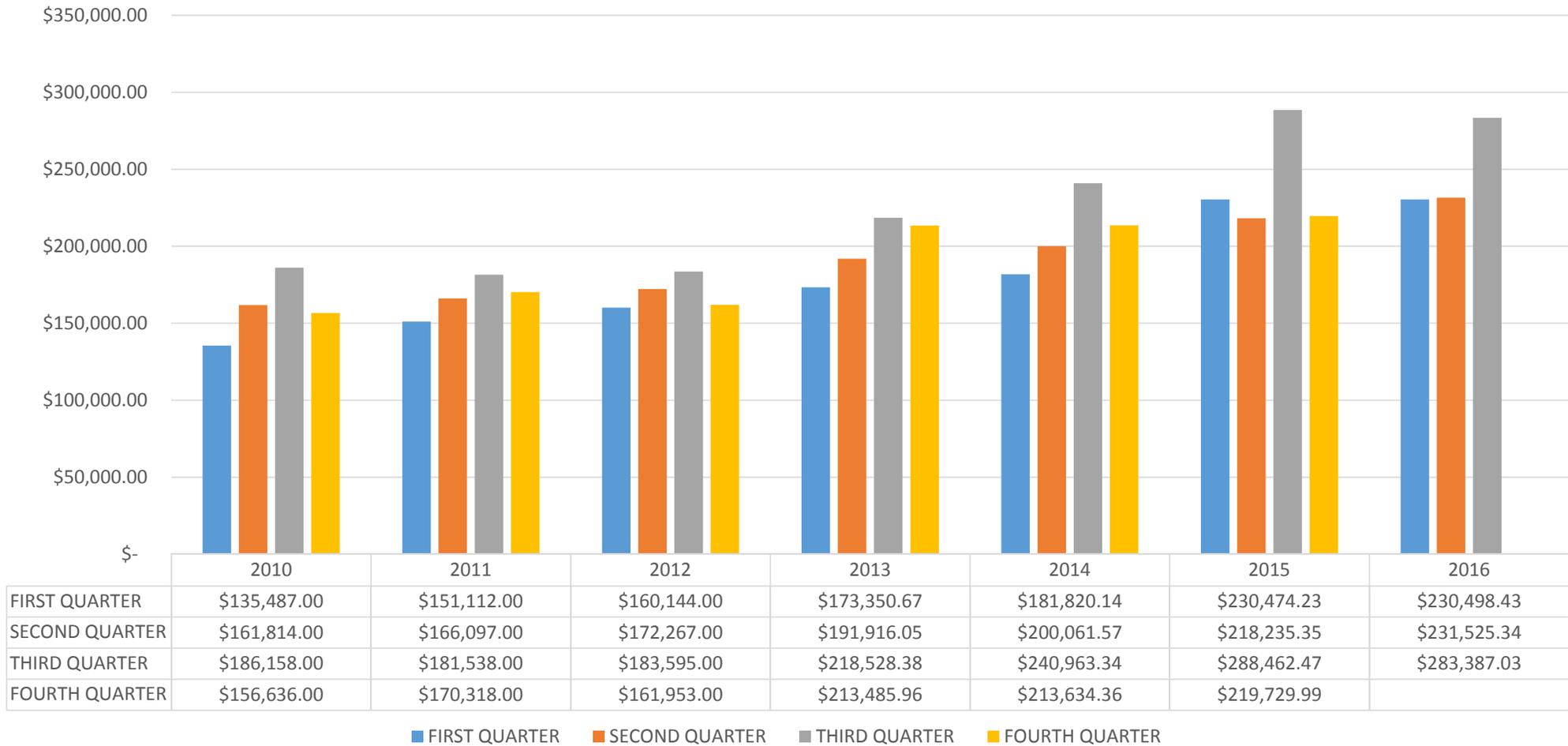
SALES DISTRICT YEAR TO DATE JAN-SEP



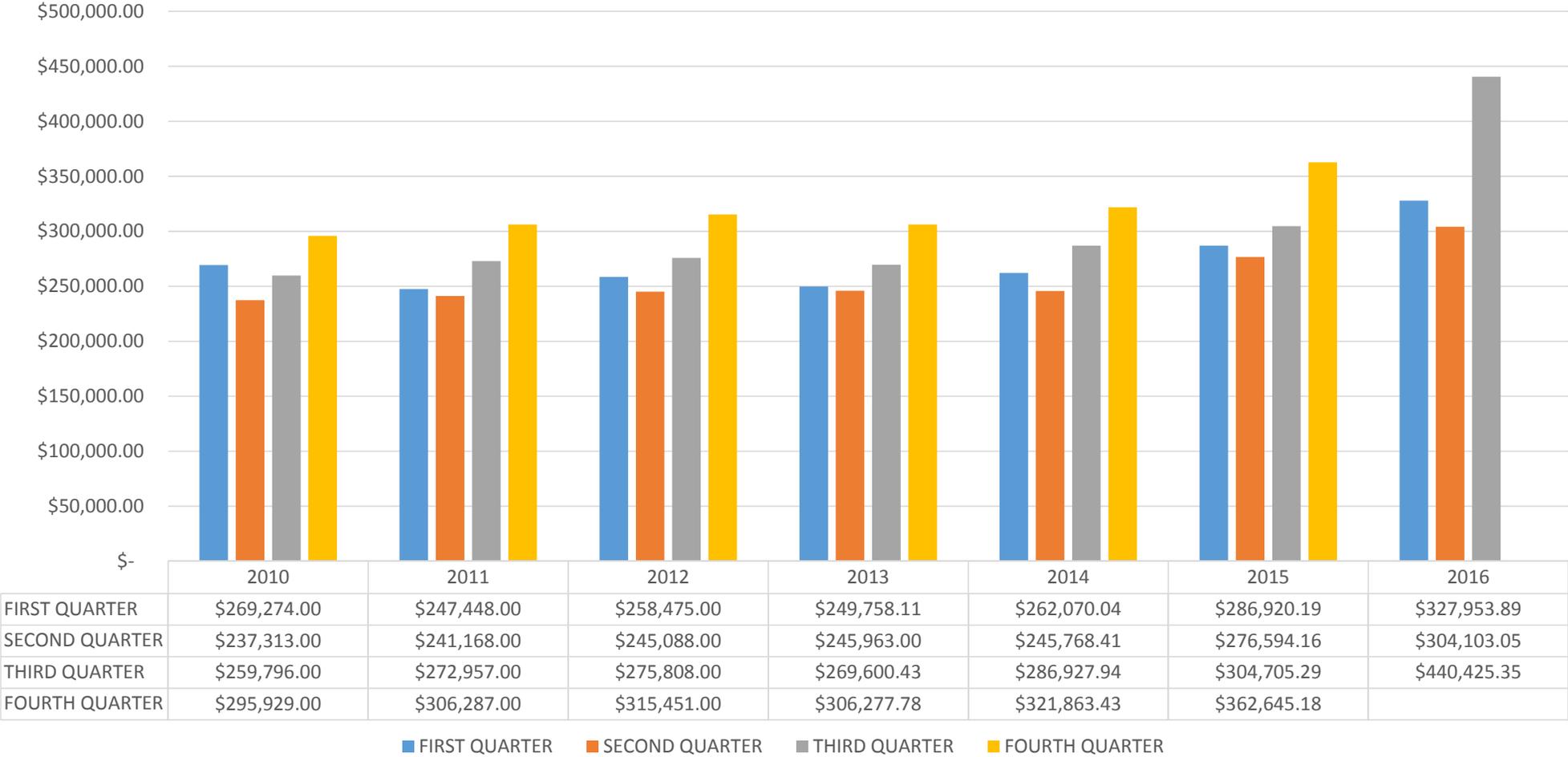
DOWN TOWN DISTRICT QUARTERLY 2010-2016



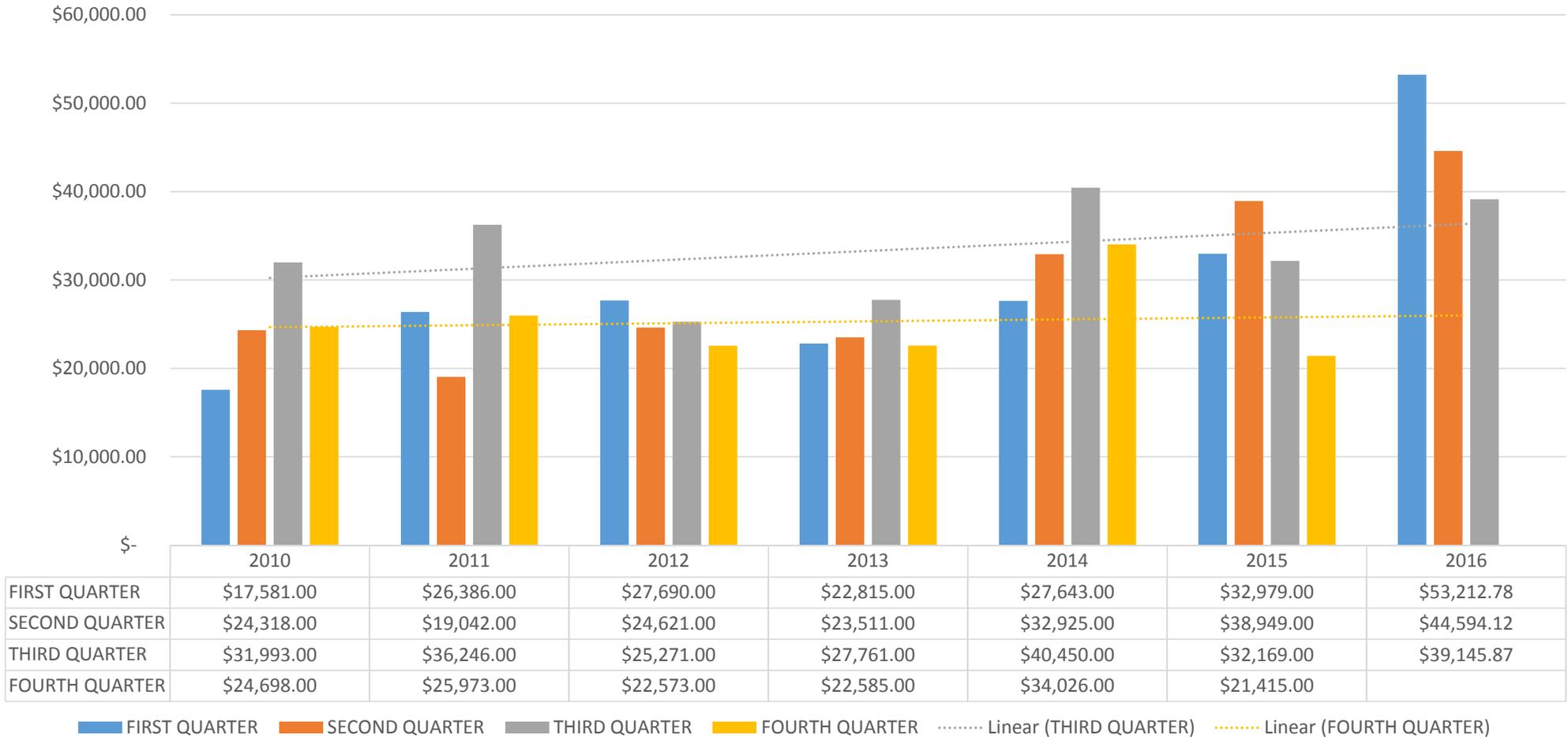
CHAMBERS AVENUE QUARTERLY 2010-2016



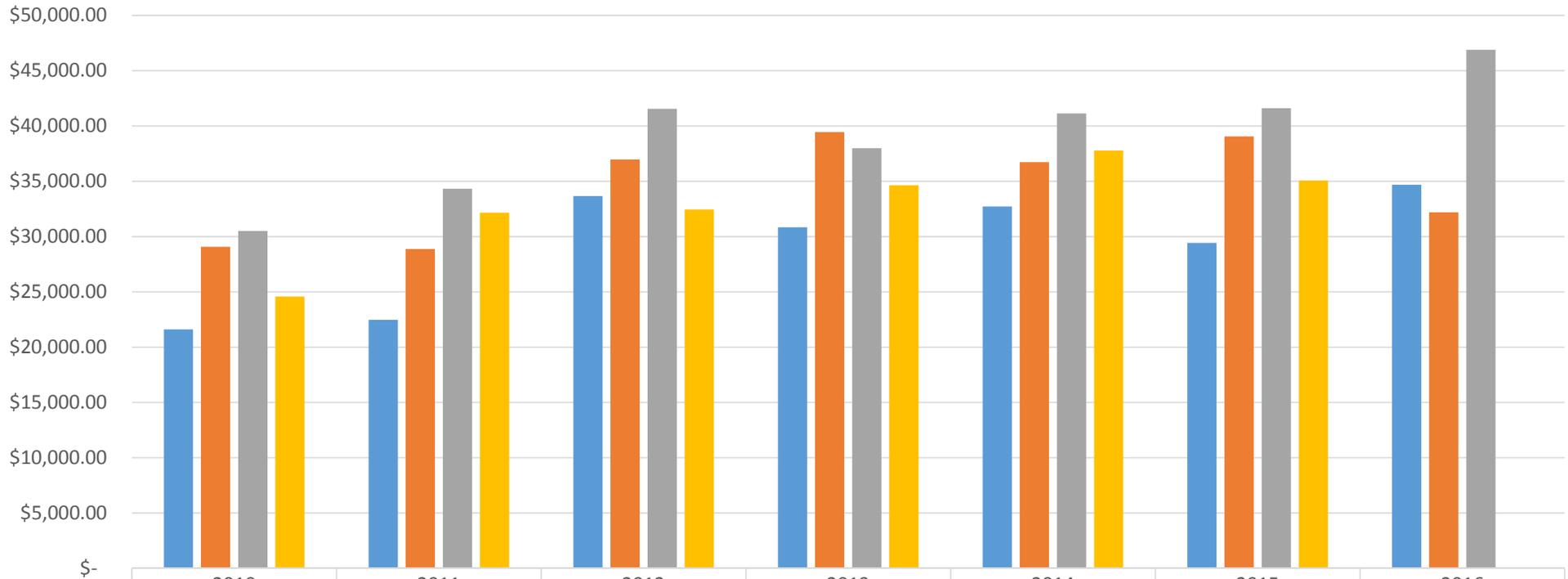
MARKET STREET QUARTERLY 2010-2016



HIGHWAY 6/GRAND AVE. QUARTERLY 2010-2016



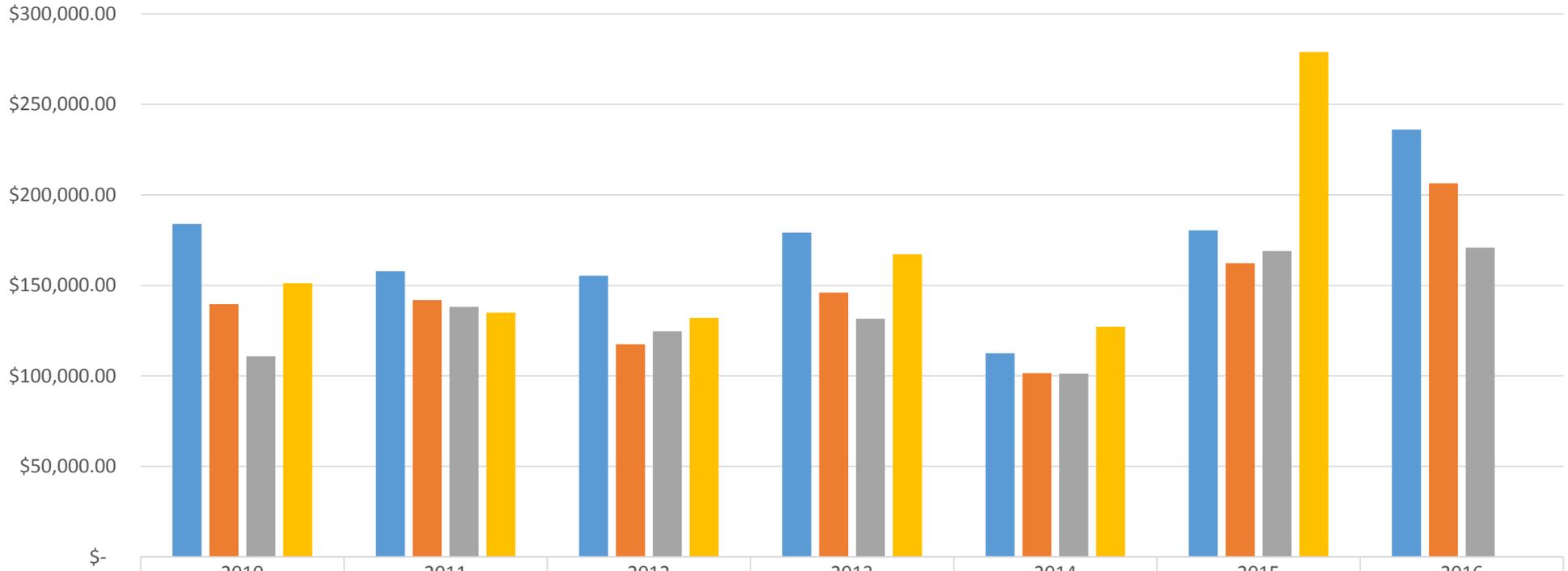
EAGLE RANCH QUARTERLY 2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	\$21,610.00	\$22,475.00	\$33,663.00	\$30,848.00	\$32,731.00	\$29,433.00	\$34,679.12
SECOND QUARTER	\$29,076.00	\$28,883.00	\$36,964.00	\$39,441.00	\$36,724.00	\$39,057.00	\$32,197.83
THIRD QUARTER	\$30,516.00	\$34,318.00	\$41,549.00	\$37,986.00	\$41,129.00	\$41,601.00	\$46,881.14
FOURTH QUARTER	\$24,575.00	\$32,167.00	\$32,460.00	\$34,634.00	\$37,764.00	\$35,060.00	

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

OTHER AREAS QUARTERLY 2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	\$183,996.00	\$157,877.00	\$155,343.00	\$179,194.00	\$112,545.00	\$180,434.00	\$235,975.64
SECOND QUARTER	\$139,648.00	\$141,806.00	\$117,458.00	\$146,045.00	\$101,539.00	\$162,255.00	\$206,414.35
THIRD QUARTER	\$110,878.00	\$138,151.00	\$124,704.00	\$131,598.00	\$101,239.00	\$169,026.00	\$170,839.04
FOURTH QUARTER	\$151,254.00	\$134,927.00	\$132,054.00	\$167,266.00	\$127,202.00	\$278,974.00	

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