AMENDED AGENDA

Town Board of Trustees
Tuesday, November 15, 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/.
Times listed are approximate and are subject to change.

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.

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. (10 Minutes)*

1. Minutes – October 25, 2016
2. Bill Paying and Payroll October 2016
3. Ordinance 29-2016 An Ordinance Of The Town Of Eagle, Colorado, Approving A Corrected Subdivision Final Plat For Soleil Homes At Brush Creek Filing 1; 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. *(Original Plat approved April 3, 2015, this corrects building envelopes on lots 1, 2 and 26; added drainage easement on lot 6 and plat note to include location of trash enclosure.)*
4. Ordinance 30-2016 An Ordinance Of The Town Of Eagle, Colorado, Approving A Re-Subdivision Of Lot 2, 700 Chambers Avenue Subdivision; 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. *(Subdividing building into four live/work condominium units. Approved at administrative hearing on October 19, 2016.)*
5. Ordinance 31-2016 An Ordinance Of The Town Of Eagle, Colorado, Approving A Subdivision Within The Town Of Eagle To Be Known As Fulford Building, Units 101 And 102; 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. *(Resubdividing two condo units and adjusting their common interior wall. Approved at administrative hearing on November 10, 2016)*
6. Resolution 2016 – 56 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Supporting the Grant Application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund and the completion of Eagle River Whitewater Park. *(This is an amended Resolution to correct language in Resolution 53 Approved on October 25, 2016 specific to GOCO Grant that includes additional key points.)*

DECISIONS, DISCUSSION OR DIRECTION REQUESTED *(120 Minutes)*

1. Lower Basin Water Treatment Plant and Water Rate Study Discussion *(SGM)*
2. 2017 Budget Hearing and Presentation
3. Resolution 55-2016 A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving A Development Plan For The Construction Of A 4000 Square Foot Building On Lot C-12b, Eagle Valley Commercial Park Subdivision Within The Town Of Eagle; Approving A Development Improvements Agreement, Dated November 15, 2016, Between The Town, ILB Partners II, LLC And Tumbleweed Eagle 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. *(DIA approved by Planning Commission on September 6, 2016 and Board of Trustees on September 27, 2016.)*
4. Eagle Ranch Housing Corporation Appointments *(Current Appointees Anne McKibbin, Scott Turnipseed and Grant Murphy)*

STAFF UPDATES AND REQUESTS *(10 Minutes)*

1. Town Manager Update
2. Sales Tax Update *(information updated through October – review only)*

EXECUTIVE SESSION – to discuss personnel matters related to 2017 proposed pay plan, pursuant to C.R.S. § 24-6-402(4)(f)

BOARD DISCUSSION AND FUTURE AGENDA ITEMS *(15 Minutes)*

1. Mayor's Update

CORRESPONDENCE

1. Wild West Days Thank You

ADJOURN (9:30 p.m.)

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

MINUTES
Town Board of Trustees
Tuesday, October 25, 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	STAFF
Anne McKibbin, Mayor	John Schneiger, Town Manager
Andy Jessen	Jenny Rakow, Town Clerk
Mikel "Pappy" Kerst	Ed Sands, Town Attorney
Paul Witt (8:10 p.m.)	Tom Boni, Town Planner
Matt Solomon	Dusty Walls, Public Works Director
Scott Turnipseed	Joey Staufer, Police Chief
Kevin Brubeck	Jill Ewing, Finance Director

6:00 PM – REGULAR MEETING CALLED TO ORDER – Mayor McKibbin informed the audience the Town Board is attempting to limit speaking on agenda items to ensure all items can be heard in a timely manner.

PUBLIC COMMENT
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Rick Beveridge informed the Town Board that he is running for County Commissioner and highlighted his platform.

Michael Dunahay informed the Town Board that he is running for County Commissioner and highlighted his platform.

Jill Ryan informed the Town Board that she is running for re-election as County Commissioner and highlighted her platform.

Wendy Rimel, President of Education Foundation of Eagle County presented request for the Town Board to sign Resolution 54-2016 in support of Eagle County School District's Mill Levy Override (3A) and Bond Initiative (3B) on the November 8, 2016 Ballot. Wendy highlighted the ballot issues intent and what the proceeds are proposed to cover. Trustee Solomon stated he believes endorsing ballots is outside the scope of the Town Board.

MOTION: Trustee Turnipseed motioned to approve Resolution 54-2016. Motion was seconded and PASSED. Aye: Jessen, Brubeck, Kerst, McKibbin and Turnipseed. Nay: Solomon.

PRESENTATIONS
Kathy Chandler Henry informed the Town Board that she is running for re-election as County Commissioner and highlighted her platform.

Eagle County Gives Day Proclamation – Michelle Maloney, Executive Director. Michelle highlighted Eagle County Gives Day scheduled for December 6th. Describes how the Proclamation supports the county-wide program and also highlighted the dollar amounts raised for local charities.

MOTION: Trustee Brubeck motioned to approve Proclamation 2016-01. Motion was seconded and PASSED unanimously.

Eagle River Park and Committee Update - Caroline Bradford. Caroline presented proposed Resolution endorsing and supporting GOCO grant application. The $350,000 grant, if awarded, will be dedicated entirely to the features in the river.

MOTION: Mayor McKibbin motioned to approve Resolution 53-2016 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Supporting the Submission of an Application for Funds from The State Board of The Great Outdoors Colorado Trust Fund. Motion was seconded and PASSED unanimously.

Caroline highlighted the selection of a Citizen Committee that was recently formed and met on Friday, October 21st. Trustee Matt Solomon has requested to be the Board representative. Bruce Norring was an additional member that was added. Caroline asked the Board approve the ad hoc committee who will serve without terms.

MOTION: Trustee Turnipseed motioned to approve the Eagle River Park Citizens Committee Members: Eric Eves, Jessica Foulis, John Helmering, Robb McGuffin, Scott Schlosser, Matt Solomon, Steve Tarrant, Jennifer Thornton, Markian Feduschak (Chairman), Bruce Norring and Caroline Bradford. Motion was seconded and PASSED unanimously.

The next meeting is scheduled for November 16th at the Eagle Town Hall beginning at 6:00 p.m. These meetings are open to the public and everyone is encouraged to attend.

Tom Boni updated the board on the RFQ for design firms. Out of 17 responses, it has been narrowed to seven. An on-site meeting took place on Monday, October 24th and went very well. Applicants will submit their proposals by November 14th. It is hoped to have recommendation before end of year and contract by January. The firm selected will be responsible for facilitating the design process and public engagement. Meetings will be scheduled January – April (approximately) with the goal of having design concept being approved late summer. Construction would be winter 2017 with upland park the following spring/summer.

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 – October 11, 2016

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

LAND USE

Project:	Boyz Toyz Snowmobile/ATV Store (30 Minutes)
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.

Mayor McKibbin opened this item. Tom Boni noted the applicant was requested to obtain a survey and site plan, before discussing it is requested to allow the applicant representative to give presentation first before continuing with staff review and recommendation. Harvey Robertson presented on behalf of Gary and Stephanie Ratkowski, owners of Boyz Toyz. Conditions requested for modification or removal were the following items:

Condition #1 "The property owner shall apply for and comply with CDOT Access Permit"

We would like to omit this condition per the recommendation of the Department of Community Development (Certificate of Recommendation, dated September 27, 2016, Findings for Special Use Permit, standard #3, Site improvements, Parking & Access.)

Condition #2 "Storage for Vehicles for uses other than display shall be limited to the fenced storage area at the south end of the property"

We would like to omit this condition and allow for temporary storage of vehicles on the east side of the building per the recommendation of the Planning & Zoning Commission. (Certificate of Recommendation, dated September 27, 2016, Planning & Zoning Commission, recommendation #1.)

Condition #5 " Vehicle display shall be limited to eight vehicles with not more than two in the area in front of the building. No display vehicles are to be parked in the five parking spaces located in front of the building."

We would like to modify this requirement to read: "Vehicle display shall be limited to 30 vehicles. No display vehicles are to be parked in the five parking spaces located in front of the building." per the recommendation of the Planning & Zoning Commission. (Certificate of Recommendation, dated September 27, 2016, Planning & Zoning Commission, recommendation #2.)

Condition #6 "a 14' wide signed loading area shall be provided in the drive through area north of the building."

We would like to omit this requirement per the recommendation of the Planning & Zoning Commission. (Certificate of Recommendation, dated September 27, 2016, Planning & Zoning Commission, recommendation #3.)

Off-loading: Boyz Toyz receives approximately 20 tractor-trailer deliveries per year (mostly in the spring and fall), and this activity only takes place during the normal business hours of 7AM to 7PM.

Condition #14 "No additional structures shall be permitted by approval of this amended Special Use Permit"

We would like to amend this requirement to allow the shed with Town of Eagle Compliance per the recommendation of the Planning & Zoning Commission. (Certificate of Recommendation, dated September 27, 2016, Planning & Zoning Commission, recommendation #4.)

Additionally, applicant is requested updating to the following conditions:

Condition #4 "A trash enclosure shall be constructed at the location indicated on the amended site plan."

We would like to omit this requirement for a trash enclosure. It is the standard business practice of Boyz Toyz to not store any trash on the premises, rather to use the disposal service available at the Boyz Toyz off-site storage facility. The collection point (on-site) is designated on the amended site plan and is enclosed in the screened storage yard.

Condition #9 “A new sign is to be constructed for the business that complies with the Town Sign Code.”

We would like to modify this requirement to read: “any signage will be in compliance with the Town Sign Code.”

Further discussion surrounded noise impacts and washing of vehicles. Studies were presented by applicant showing ATVs and Snowmobiles fall below the decibel thresholds established for nuisances. All washing of vehicles is done off site in an appropriate wash bay. Also provided the public support documents in packet to the board.

Concerns for staff is in regard to private use of a public right of way. There is equipment and storage of materials within the right of way, along with landscaping. It is also used as a temporary loading zone. The building does encroach on it as well. Applicant is not requesting license agreement for the right of way. Continuing enforcement of this would be a requirement of a modified Special Use Permit.

Mayor McKibbin opened this item for public comment.

James Jouflas, Wolcott. Mr. Jouflas stated before Gary and Boyz Toyz, the only place to go for ATV purchase and service was Glenwood or Frisco. It would be a grave mistake to shut him down. We need him. Ranchers depend on him.

Charlotte Nestor, Gypsum. Ms Nestor stated this is the only place we use and we depend on him and what he does for us. It is convenient for residents in this area.

Stacey and Jim Maule, 436 McIntire Street. Live across the street and are the closest residents to this business. Not a single complaint from us in 15 years, no noise issues and consider Gary to be an excellent neighbor. Recently there has been more police enforcement with vehicles that did not happen before. We have had our legally parked and licensed trailer tagged. Boyz Toyz has a lot of support in the community.

Tim Hutchins, 503 McIntire. Has lived here 7 years and never had a complaint about them. Rarely hear them. If you are looking for a machine, you know where they are because of their displays. If you were looking for a car, you would look for a place with cars out front. He’s doing a great job.

Steven Andreas, Edwards. I own an ATV and snowmobile rental business. I use Gary to service my machines. Without him I wouldn’t be able to survive in this valley.

Kathy Olson, 281 Mesa Drive. Here in support of Boyz Toyz. I am appalled the Town has taken this complaint from one person about the right of way. If you go up and down any street in Eagle or along Highway Six, there is not a single business that is not using the right of way. Across the street there is an old truck and a parking lot built in the right of way. This building has been here for 50 years, why all of a sudden is it encroaching. They are an asset to our community. You need to look at who is complaining and throw out this frivolous issue.

George Foreman, 703 Bull Run. I drive past this business every day. It is a wonderful thing. I don’t have any problem with someone loading and unloading vehicles. I like it the way it is.

Mayor McKibbin closed public comment. (7:12 p.m.)

Trustee Jessen stated this is not an enforcement issue, this is a land use issue. The land use needs to reflect what is physically happening and the Special Use Permit needs to be accurate and amended if necessary, so that the complaints cease.

Trustee Jessen inquired about the shed on the property. Tom Boni noted the Planning Commission could issue a variance and a building permit could be obtained.

Trustee Brubeck reiterated that the purpose of this hearing is to address the Special Use Permit and its conditions. The request is to amend those conditions.

Trustee Solomon agreed with Planning and Zoning recommendations.

Trustee Turnipseed asked if the applicant was okay with Planning and Zoning recommendations. The applicant representative indicated they are.

Trustee Solomon suggested the motion to approve SU-97 removing Conditions 1, 2, 4, 5, 6, 9, 13 and 14. Keeping Conditions 3, 7, 8, 10, 11, 12, 15 and 16. The fence will be moved to the lot line and landscaping in the right of way will be maintained.

Ed Sands – a Special Use Permit is in perpetuity. If you want a time duration you will need to specify it. Staff has the right to do inspection whenever they need to.

Trustee Brubeck asked if all improvements will be within the lot lines. What is the time frame for this? Tom Boni indicated compliance is needed within 90 days according to our code.

Tom Boni stated staff's concern is that the existing business does not fit within the boundaries of the private property.

Ed Sands noted that the use is a non-conforming use, which usually applies to zoning issues, not buildings. Because they are encroaching does not give them any right to the property. A license agreement is preferred because that gives them the permission to use it and allows the encroachment.

MOTION: Trustee Solomon motioned to approve SU-97 to keep the following conditions: 3, 7, 8, 10, 12, 15 and 16 and request the fence be moved to the lot line and landscaping be maintained. Motion was seconded.

Trustee Jessen reviewed the conditions to ensure that it accomplishes what the applicant agrees to.

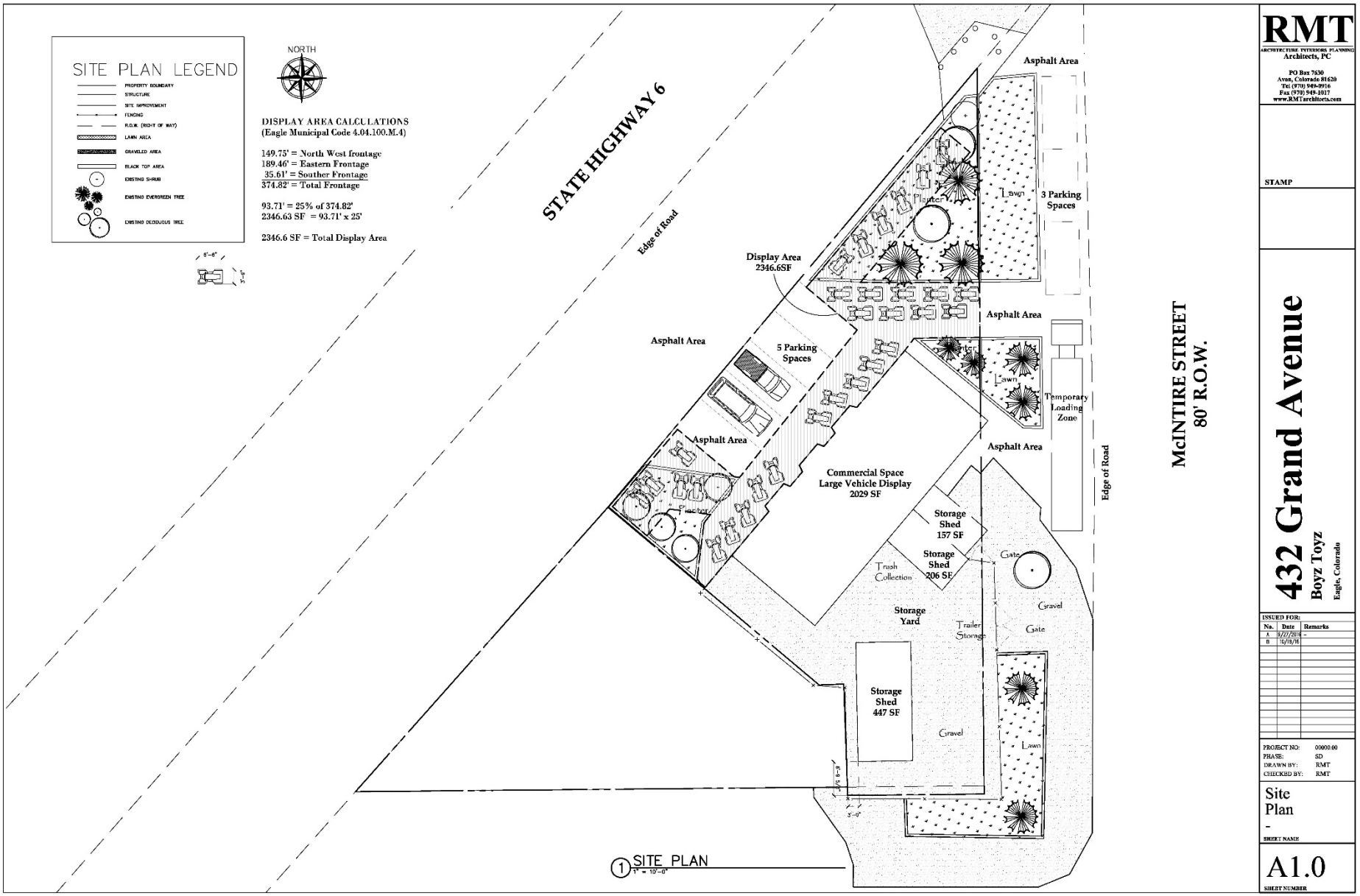
Trustee Turnipseed would like to have the site plan as part of the record which shows the temporary storage and display vehicles.

AMENDED MOTION: Trustee Solomon amended his motion to include the site plan as part of the record. Motion was seconded and PASSED unanimously.

CONDITIONS:

1. ~~**The property owner shall apply for and comply with CDOT Access Permit**~~
2. ~~**Storage for vehicles for uses other than display shall be limited to the fenced storage area at the south end of the property.**~~
3. **All screen fencing shall not exceed 6 feet in height and all materials stored within the fence shall not exceed 6 feet in height. Fencing materials shall be cedar or redwood and must create a full screen.**
4. ~~**A Trash enclosure shall be constructed at the location indicated on the amended site plan.**~~
5. ~~**Vehicle display shall be limited to eight vehicles with not more than two in the area in front of the building. No display vehicles are to be parked in the five parking spaces located in front of the building.**~~

6. ~~A 14 foot wide signed loading area shall be provided in the drive through area north of the building.~~
7. Parking on McIntire shall be parallel and delineated with landscaping and worked out in a sufficient manner with the Town Engineer.
8. Landscaping shall be installed and maintained to Town standards, including the grass areas on Town property in the right of way and worked out in a sufficient with the Town Engineer.
9. ~~A new sign is to be constructed for the business that complies with the Town Sign Code.~~
10. The applicant shall provide an approved lighting plan that complies with the Town lighting code.
11. ~~The special use permit shall be subject to review upon change of business, or substantial change in ownership of business or the property.~~
12. On-site improvements shall be completed within 90 days of the approval be the Town Board. If at the end of the 90 days the property is not in compliance with all conditions of approval, the Special Use Permit shall be revoked.
13. ~~Applicant shall study the possibility of replacing the fence along the common property line, and if replacement is proposed staff shall review the materials.~~
14. ~~No additional structures shall be permitted by approval of this amended Special Use Permit.~~
15. All testimony, submitted plans, Town Engineer's plans and Town Attorney recommendations will be included as record.
16. Cartons and Crates for merchandise are not to remain on property for more than 48 hours from time the merchandise is removed from them.



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STAMP

432 Grand Avenue

Boyz Toyz
Eagle, Colorado

ISSUED FOR:

No.	Date	Remarks
A	9/27/2016	-
B	10/18/16	

PROJECT NO: 00000.00
PHASE: SD
DRAWN BY: RMT
CHECKED BY: RMT

Site Plan
-
SHEET NAME

A1.0
SHEET NUMBER

1. Project:	Wall Street Commons (45 minutes)
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.

Trustee Turnipseed stated for the record he would be recusing himself from this application, as he did work for the applicant on this project. Trustee Turnipseed stepped down from the dais.

Tom Boni opened this item and introduced applicant, Bryan Desmond.

Mr. Desmond presented his plan to the Board as outlined in their packets. The requests for the property are 1) Special Use Permit for High Density Multi-Family Dwellings. 2) Variance to rear yard setback and 3) Variance to 300 square feet open space per unit. Project was highlighted for adding affordable housing, down town infill and increasing down town tax base. Project is also requesting variance from the parking requirements and is suggesting use of existing public parking. Parking regulations will be a decision to be made regarding impacts to the neighborhood and if parking requirements impede the ability to do projects in the down town area. Current code requires 34 spaces and applicant is providing 14. Examples were given from other towns and cities where a reduction in the parking requirements has taken place in order to encourage this type of development. Direction is sought from the Board on how to proceed if request is not accepted.

Tom Boni stated current use is single family home and is in the central business district. Commercial limited is the neighborhood.

Mayor McKibbin opened this item for public comment. (8:03 p.m.)

Trever Theilke 190 Palmer Loop. Real estate statistics for Eagle county shows a project similar to this is a great way for people to get in and come into town, prices are now $500,000 for a single family. This is affordable housing and is on the forefront for the county. A project downtown is something this going to be sustainable and a great project. Overall it is a good project. With the parking issues, would like to see those addressed.

Dan Leary 204 West Third Street. Lived here for 20 years. We all want more affordable housing. The rents are not affordable and no guarantee they won't go up. When he bought the property he rezoned to CBD and I fought it at the time. That gave him more coverage on his lot and more height. Trustees told him not to worry the height would not fit with the neighborhood. It is too dense and no parking on its own lot. It's too many units. A one bedroom gets two cars because two people have to live there to afford it. With a two bedroom you have four cars. There are not enough parking spots downtown. Same thing will happen with other developers and build apartments with limited parking in this area. Now he does not want CBD and wants just residential. They wanted Third Street to be commercial commerce. Traffic issue is also a concern, they do not stop at the stop sign and come off of Highway Six doing 35 miles per hour. CenturyTel also should have to give up their parking lot. The open space is also not adequate. Kids use the street as a park and do not go to the park. There needs to be open space. Being five feet from the neighbors with a 35 foot building and will never see the sun again. No one will control the parking. It will limit parking for downtown business.

Rick walker 319 Wall Street. People already park in front of our homes on weekends. The density is too much and building is too tall.

Linda Miner 50 Bunker Way. Lived here for 15 years. Here as community member and business owner and co-owner of nonprofit that hires young people. There are no places for these people to live. I endorse this project. There are no first time options for people. Housing is unattainable.

Don Christensen 341 Wall Street. We are excited about living down town. In general I believe in walkable communities and increasing density in downtown areas. I want to make sure we make the right decision on the project. We are looking a special use permit that does not have anything to do with the building. We can see the vision he has for this property and that should help make the decision. We should look at past performance. The property there now could be a beautiful historic home, but it is ramshackle, why isn't he keeping it up. This same landlord will be over 18 new properties and see how he currently manages this property. We love the historic properties in Eagle.

Rick Messmer 229 Greenhorn. The purpose for tonight is ground floor residential. That is the applicants request for tonight. We don't need additional commercial you can ask people in every area. We need additional residential. In the residential world multi cannot work right now in today's lending world. Look to the other communities that have shifted downward with parking. Public transportation, walking and biking are viable alternatives.

Dan Leary. Split my time between Eagle and Garfield counties. I live in Glenwood. As to point about public transportation. Eagle county's public transportation is not adequate. Most people drive here. Other locations have better service. Our public transportation is not easy or reliable. When it comes to storing items on property, most of these people will need storage. Balconies and alleys will be used to store bikes, rafts, skis etc.

Kathy Heicher 641 Wall Street. I am speaking for myself living in a historic neighborhood. Third street was a commercial thorough fare, because of the railroad. I think as stewards we need to maintain the historic nature of this neighborhood. This building does not look like a small mountain town.

Kate Kirkman 230 West Third Street. I live in a little cabin formerly from Fulford. We have a great little community. Our parking is often taken by Laughing Buddha. If this development went through I don't think residents would park a block away, they would park on our street instead.

Bill Harris 214 West Third Street. Born and raised in Eagle County. On a ten year cycle it seems we have a housing shortage. Employers don't pay their employees enough to live here. It's pretty much always been that way unless people want to sacrifice. I think downtown should be pedestrian. The reality is these units will have kitchens if you don't have a car to get your grocery you won't need a kitchen. We are talking about reality ideally it would be all foot traffic, but reality is there will be cars you need to consider this and the best use for this small lot. I appreciate you listening to all of this and sacrificing your time.

Paul Witt arrived (8:10 p.m.)

Fred Butler 224 Wall Street. I have a different slant and it has to do with equal protection under zoning laws and ordinances. Reminded of Jim Mines application for the ping property. His property is 8 times larger than this one and he had to reduce his density. His allows for all parking onsite with a little overflow. If you hold Jim Mines feet to the fire on parking and you allow this one, then he will come back and ask for the same consideration from you. To be fair to Mr. Mines and Dan Ritsch for a hotel and he also has on-site parking. Densities for these properties are accommodating their parking. Wendy Sacks also to put in tandem parking spaces to accommodate her onsite parking requirements for the brush creek building. To be fair to them you cannot set a precedent otherwise these people will come back for consideration and Eagle will end up a parking lot. Affordable housing is the other concern has to be habitable housing. These situations create messy problems and require more policing. People are not made to live in such close proximity. Will he allow animals and dogs? Parking for these units will have 1-3 cars per unit.

Terrell Knight 449 Castle Peak Road. My friends live to the north of this property and adjacent to it. They are most impacted by this project. It is in CBD and it will be a large building that is okay. But the parking is actually a reverse and prohibits other buildings from going in and people will not walk that far to go to business. Affordable is needed, this is not the solution. It should take care of its own needs including parking on site. He did reach out to my clients.

Bill Wentworth 224 West Third Street. Directly across from Service Master. It has been said the density no one is against something going in there. Because other places lower their requirements does not mean it is accurate for Eagle. If you have 18 apartments there will be one person in each and probably two. They are not walking to work. They will be driving or taking the bus. They can walk to the bus, but that bus does not go to all places. You are looking at least 2 vehicles per unit. You should not plan on using frontage of someone else's property for your project. When I get home at 5:30 I have to use Broadway instead of third street from Highway Six. Traffic is already a problem and parking is already full at this time for businesses downtown. The density and set back requirements should be looked at and the parking be realistic.

Phil XXX 230 Third Street. We are year round and been here five years. This does not fix affordable housing. This is a common problem people in my age bracket looking for a house, this does not solve housing. I have several employees and they realize after one year after driving to work that this is not affordable. This does not reflect the community we live in.

Shawn Colby 132 West Fourth Street. There is a need for more housing. I don't think Mr. Desmond is trying to ruin this neighborhood. We are going to have to deal with the parking issue. The parking is already spreading off of main street. my main concern is for penny and jack they will be impacted the most. My other concern is the precedent and other developer's ability to build without parking. This decision will affect several others later on.

Penny Olson – this is too dense of a project and it's too tall. Highway Six is my backyard. You cannot sit out there and this will be an additional 40 cars idling in the winter with carbon monoxide and the fumes would be unbearable.

Willy Gray 250 Howard Street. I agree with our applicant that our parking out dated. I have three cars myself. Incrementally we have these requests that we are changing the dynamics into our town and we are turning this community into a parking area.

Kathy Olson 0281 Mesa Drive. This is the first time I've heard of this project. You are putting the cart before the horse. He showed the building he wants to build. The height is ridiculous and belongs in Eagle ranch. Urban community is not what we are here. We are cow town. I moved here to keep it historical and small town.

Mayor closed public comment. (8:44 p.m.)

Trustee Solomon what is allowed without a special use permit. Tom Boni, commercial on ground floor and second floor can be commercial or residential. CBD residential can be on the second floor. A development permit would have to reflect the town's policies in order to build a three story building. It would be a review. Parking is required as part of the development permit.

Trustee Solomon consistency needs to be in our message.

Trustee Jessen at first blush there are enough fatal flaws with this proposal. The consistency and fairness of how we treat these applications. To be clear I do believe we need more density. I would like to see more people walking around downtown. We get into a catch 22 with these requests. We need to strive towards a sustainable downtown. We need to find a way to build sustainable parking. When parking goes into the price tag of the home, it becomes unaffordable. Those that are directly impacted by this project are here, but those voices that would benefit or that need this project are not here.

Trustee Brubeck there is a need for attainable housing. We are really looking for consistency and fairness. We also heard about character of our community. We know it when we see it. We need to complement what we have. I voted against Village Market we have an obligation to protect those that cannot protect themselves. I never want to be that person who has to sacrifice for the greater good. This will create less value for neighbors. Parking is an issue and a fatal flaw. We have cars in this community. I like the idea and it may be in the wrong spot.

Trustee Kerst agree with being consistent. We need to make the package fit for what would be designed to be there. I recall the parking on Broadway decision many years ago and there is a problem with parking today. I'd like to see a master plan for Wall Street so people will know what the plan is and something we can work with. We do realize that density is important.

Mayor McKibbin I don't not have a problem with the request of residential on the first floor. The problem is that if we are doing Special Use Permit now, we are setting in motion the chain of requests going forward. We have a parking issue and a density issue. We are trying to pack too much onto this property. Planning Commission is recommending denying this Special Use Permit. If you accommodate the parking with the density, then you are closer to what belongs there.

Tom Boni clarified the Planning Commission they felt the parking was a problem and recognized that it is the Town Board's purview to ultimately determine that.

Trustee Solomon one of the letters from Matt Farrar compared our parking and we should be working towards higher density. We need to address our own Land Use Codes first before we do variances and we need to be consistent in our message. The project is fantastic but its ahead of its time.

Tom Boni provided the board with their decision options. Approval, Approval with Conditions, Denial and Continuance.

Ed Sands - you could approve the SUP conditioned upon parking compliance with the code and then go to Development Permit. The crux of the SUP is residential on the first floor. You have to make a finding that parking is adequate. With the concern with parking. You can tell the applicant he has to comply with the parking regulations and he would need to come back with Development Permit that complies. Technically he would have get a variance to park on public right of way.

Trustee Witt I am abstaining on comment on the project. As a procedural issue, we are trying to put too many Band-Aids on this and we should deny it and have him come back with an application that better addresses those needs.

John Schneiger I agree with that comment. It does not make sense to continue it when it is so far from what the requirements are for parking. It does seem like an incremental way to get an approval.

Trustee Brubeck - is there any type of state or local requirement for ADA parking within these spaces.

Ed Sands I think there are ADA requirements and you do have to have them on your streets per a standard.

Trustee Brubeck if we require ADA for other projects, then we need to build into our code an allotment for these spaces. That would also impact the number of spaces required.

MOTION: Mayor McKibbin motioned to deny SU-16-03 based upon the reasons discussed. Motion was seconded and PASSED. Vote: Aye: Solomon, Brubeck, Kerst, McKibbin and Turnipseed. Nay: Jessen. Abstain: Witt.

BREAK (9:11 p.m.)

Project:	ABDW Studio Apartment (15 minutes)
File #:	SU16-04
Applicant:	Brad Wright
Location:	801 Chambers Avenue
Staff Contact:	Tom Boni (Town Planner)
Request:	Special Use Permit to allow addition of a studio apartment to accommodate employees of Alan-Bradley Windows & Doors, Inc.

Tom Boni presented this item. Applicant representative was present. Staff and Planning Commission recommend approval of file number SU16-04 and the additional dwelling unit may be constructed without any limitation on who can live there.

Trustee Solomon acknowledged Jamie Harrison's comments from the P&Z meeting.

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

MOTION: Trustee Solomon motioned to approve SU16-04 without condition on who may live in the apartment. Motion was seconded and PASSED unanimously.

DECISIONS, DISCUSSION OR DIRECTION REQUESTED

2017 Draft Budget Discussion. John Schneiger and Jill Ewing presented budget highlights and items for board consideration and direction.

Trustee Brubeck stated he would like to keep the discussion from the Board at a high level and Board agreed on that approach.

John Schneiger reviewed the strategic plan as a work in progress, focus on human resources and specific goals, review of 2017 capital improvements, building organizational capacity, creating and implementing financial policies.

Big issue for Human Resources is pay plan and health insurance cost sharing. The pay plan may not be ready, however the health insurance cost sharing would need to be approved and take place January 1 or we need to wait until 2018. We have not had an opportunity to talk to the staff regarding this proposal. Would like to request a budget for implementing salary changes at a certain point in 2017 and to consider retroactive or merit increases based upon outcome of pay plan. Current health insurance rates are expected to go up 50% and has increased every year for quite some time. It is a tough thing to change and no one is going to like it.

Trustee Solomon where to do want to set the town in comparison to everyone else. How do we balance this?

Trustee Brubeck discussed acknowledgement of employee's appreciation of costs of benefits and community may not be able to support paying 100% of health insurance.

John Schneiger we are trying to bring our salaries closer to market and who we compete with for employees. We are outside of the norm paying for health insurance. Offsetting this will be wages with the pay plan and implementing a wellness program.

Jill Ewing being partially self-insured allows us to have a wellness program that can offset contributions by employees with participation in a program. Savings to the Town will also include spouses moving to their own employer sponsored plan.

Trustee Turnipseed would like additional information on health costs, with regard to the budget presented revenues and expenditures. Cost sharing was not included in the budget's provided to the board for review. That

was not apparent in the budget for discussion. The Town is a service based and is all employees we don't know what is important to them, what does make us an employer of choice. I don't know that I have enough feedback on that. We have the money and a surplus. You either keep the benefits or give pay raises. I want to understand what all the parts are. Does the budget include the increase in 2017? I would like to know the numbers.

Jill Ewing we will not know until November 10th what the increases are. If employers change nothing, it will be 5.5% from what I see. Going forward we might not be in the financial position to continue providing 100% health coverage for employees and families. A reduction is available for participating in a wellness program. This program would eventually require clinical based testing and would be optional first year. It will give new HR Manager opportunity to implement this program with the staff.

John Schneiger part of hiring a manager is to allow them to bring you suggestions on the work that needs to be done. Previous town board asked for cost sharing. Part of the idea is to look at the savings of the health care and using that and combine with merit increases then you can put that into a pool to use for pay increases. November 8th we could have additional numbers to consider. The people it hurts the worst is a family making $40K a year.

Trustee Brubeck because of the timing of other enrollments it may be too late. Spouses may have already walked away from their insurance.

Trustee Jessen to maintain 100% coverage it is antiquated system and not sustainable; poor use of public funds and a disincentive to take care of yourself. You never have to think of cost of benefits. Pay plan and health insurance are two different things and they should not be tied together.

Trustee Solomon I'd like to see the balance for cutting benefits and retaining employees.

Trustee Witt if we have a pay plan in place then cost sharing is more acceptable. Single employee might be better positioned to see an increase in their paychecks over that of a family, who ends up paying the most.

MOTION: Mayor McKibbin motioned to continue past 10:00 p.m. Motion was seconded and PASSED unanimously.

Mayor McKibbin to start this small and ramp it up over five years with consideration for adjustments as needed. Setting aside a budget for implementing a pay plan seems to be part of the overall plan for this.

Staff will provide additional information in two weeks regarding health insurance and a pay plan.

Pay plan will need to be reviewed by the Board and decision made regarding what percentage of the market Town of Eagle wishes to fall as employer of choice.

Trustee Brubeck adding funding to the capital funds might benefit us to set aside more during a good economic cycle when we can.

Briefly discussed capital improvements for various town buildings, including the pavilion and information center.

Apportionment of salaries for MEAC budget for special events was discussed.

Staff has done a fee study and included a memorandum from Danielle on street impact fees.

Jill Ewing provide the board with an update on the changes to the budget fund structure and additional funds, reviewed the sales tax capital improvements fund for the Eagle river park and park improvements, general fund

revenue sources, departmental expenditure changes and additional explanation regarding transfers, the EHOP program and community requests. Reviewed increases over 5%.
Discussion regarding change to EHOP program and whether we need to consider tax implications.

Discussion regarding 4th of July celebration taking place in Eagle.

Discussion regarding whether Town Board or MEAC makes decision on Community Requests.

STAFF UPDATES AND REQUESTS

Town Manager Update – John Schneiger stated we have completed interviews for the Human Resources Manager position. Would like to be able to start this position in mid-November, rather than waiting until 2017. The Mountain States contract hours would be reduced and that funding would go towards the permanent position. The Board agreed that the HR Manager could start in 2016 using funding available.

Upcoming Board Meetings and Work Sessions: November 1st Work Session (Water Rates and Fees) at Brush Creek Pavilion 6-8 pm *(SGM);* November 8th Work Session (2017 Town Budget) at Eagle Town Hall 6-8 pm ; November 15th Regular Town Board Meeting *(2017 Budget Public Hearing);* November 29th Work Session (2017 Town Budget) at Eagle Town Hall *Tentative*; December 13th Regular Town Board Meeting

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

Mayor's Update – In Town Manager contract, it states that there are 10 days of paid relocation time to be used by November 15, 2016. It has been requested to modify that date to December 31, 2016. The Board agreed to modify the contract to change that date.

The Mayor stated she and John Schneiger met with Rob Bak regarding the skate park. Rob has been requested to do some additional research and come back next spring with his proposal.

There is a HAATS anniversary and open house next Thursday at their location in Gypsum and everyone is invited.

The Castle Peak Senior Center Open House is next Thursday as well.

Trustee Jessen requested to view a vehicle maintenance schedule and long term plan for capital projects. This would include the Pavilion and the Visitor's Center.

Additionally, a score sheet used in the past for Open Space rankings would be helpful to prioritize projects additional would like consideration for a full time Open Space Coordinator.

Trustee Jessen would like to see the budget balanced by continuing to focus on marketing and branding events.

ADJOURN (10:58 p.m.)

_____ _____
Date Anne McKibbin, Mayor

_____
Jenny Rakow, CMC Town Clerk

TOWN OF EAGLE, BILL SCHEDULE
OCTOBER 2016
GENERAL FUND

	Administration	Account	Amount	
48809	Marchetti & Weaver	Accounting Services - Bond	4,894.50	1051352
48786	Constant Electric Service	Building Permit Fee Refund	57.50	1043227
48742	Ridley, Ronald & Luan Schmidt	Cash Clearing	21.78	0110750
48713	Sterkel, Jeff	Cash Clearing	21.78	0110750
46	Chase Paymentech	Cc Transaction Fees	774.20	1051345
45	Xpress Bill Pay	CC Transaction Fees	394.70	1051345
48688	Colorado Mountain Medical	CDL Testing	257.00	1054390
48678	Brush Creek Landscaping	Community Forestry	2,850.00	1054365
48696	Eagle River Youth Coalition	Community Request	500.00	1051915
48698	Eagle Valley H.S. Foundation	Community Request	500.00	1051915
48694	Eagle Flight Days	Community Request-Flight Days Balance	32.20	1051915
48697	Eagle Valley Events Inc.	Community Request-River Jam	1,000.00	1051915
48693	Eagle County Historical Society	Community Requests - Membership Dues	500.00	1051915
48829	Caselle, Inc.	Computer Support	695.67	1051362
48689	Community Systems Llc	Computer Support	250.00	1051362
48873	Lewan & Associates	Contract Payment	1,467.60	1051395
48757	US Bank Equipment Finance	Copier Contract	1,374.44	1051395
48939	Eagle Tubing And Photography	Deposit Refund	1,000.00	1043670
48733	NFPA	Dues & Subscriptions	175.00	1051330
48816	SHRM Membership	Dues & Subscriptions	175.00	1051330
48784	Ak Electric	Electrical Permit Refund-Overpayment	115.00	1043227
48788	Lights On Broadway	Electrical Permit Refund-Overpayment	325.25	1043227
48787	Saul, Jared	Electrical Permit Refund-Overpayment	57.50	1043227
48791	Tripped Electric	Electrical Permit Refund-Overpayment	154.00	1043227
48856	Fox Tuttle Hernandez Transportaion Group	Engineering Reimb - 58 Sylvan Lk Rd	2,507.50	1051353
48750	Starbuck Surveyors	Engineering Reimbursable-Brush Creek Meadows	190.00	1051353
48716	John Deere Financial	Equipment Lease	3,098.92	1054367
48762	Verizon Wireless, Bellevue	Equipment Supplies	180.00	1051235
48754	The Digital Cabin	Equipment Supplies	474.84	1051235
48812	United States Treasury	Fica Taxes	9.88	1051144
48736	Pitney Bowes	Freight	76.25	1051310
48816	Plaquemaker	Freight	13.00	1051310
48719	Lawson Products	Freight	11.99	1054310
47	Fleet Services	Gas & Oil	51.11	1051232
47	Fleet Services	Gas & Oil	1,318.57	1054232
48919	United Rentals (North America) Inc	Gas & Oil	130.13	1054232
48871	King Soopers Customer Charges	Health & Wellness Incentives	104.36	1051143
48721	Meritain Health	Health Insurance	51,270.64	1022260
	Meritain Health	Health Insurance	3,329.13	1051143
	Meritain Health	Health Insurance	$ 2,077.89	1054143
48802	Bernal, Lesslie Campos	Insurance Overpayement Refund	54.59	1043425
48816	PR Jobslist	Legal Notice	135.00	1054320
48839	Colorado Mtn. News Media	Legal Notice-Engineering Position	2,226.00	1054320
48839	Colorado Mtn. News Media	Legal Notices - Bond Ordinances	4,253.02	1051320
48674	Assurant Employee Benefits	LTD Insurance	1,632.11	1022260
48816	Nozawa	Meeting Expense	43.44	1051371
48813	Simpati Coworking	Meeting Expense-Strategic Planning	125.00	1051372
48816	Amazon	Office Supplies	69.48	1051210
48836	Colorado Bureau Of Investigation	Office Supplies	115.50	1051210
48737	Proforma	Office Supplies	55.00	1051210
48741	Rocky Mountain Reprographics	Office Supplies	352.25	1051210
48905	Sandy'S Office Supply	Office Supplies	297.41	1051210
48682	Cintas Corporation	Office Supplies	175.17	1054210
48741	Rocky Mountain Reprographics	Office Supplies	57.87	1054210
48905	Sandy'S Office Supply	Office Supplies	69.98	1054210
48745	Signature Signs Inc	Office Supplies-Name Plate	11.00	1051210
48814	Eagle County Clerk & Recorder	Other Prepaid Expenses	500.00	1014195
48789	Montes Electric	Overpayment Electrical Permit Refund	57.50	1043227
48785	Ameramex Electric Llc	Overpayment-Electrical Permit Fees	163.89	1043227
48790	Calzadillas, Rey	Overpayment-Electrical Permit Fees	176.54	1043227
48683	Cirsa	Pavilion Insurance	953.92	1051515
48716	John Deere Financial	Prepaid Equipment Lease	15,494.59	1014195
48884	Municipal Code Corporation	Professional Admin Services Municode	3,190.00	1051347

48816	Plaquemaker	Public Relations	132.00	1051376
48843	Eagle Chamber Of Commerce	Public Relations - Eagle Vision 20/20	300.00	1051376
48807	Alpine Lumber Co.	R & M Supplies	102.48	1054230
48853	Ferguson Enterprises, Inc.	R & M Supplies	95.23	1054230
48704	G & S Tool Clinic, Llc	R & M Supplies	59.98	1054230
48896	PST Enterprises, Inc	R & M Supplies	33.54	1054230
48857	G & S Tool Clinic, Llc	R&M Service	114.40	1054360
48883	Mountain Striping, Inc.	R&M Services	292.50	1054360
48672	Airgas Intermountain Inc	R&M Supplies	269.45	1054230
48857	G & S Tool Clinic, LLC	R&M Supplies	1,058.31	1054230
48859	Geary Pacific Corporation	R&M Supplies	65.41	1054230
48860	Grand Junction Pipe & Supply	R&M Supplies	35.87	1054230
48867	J & S Contractors Supply Co.	R&M Supplies	3,941.50	1054230
48719	Lawson Products	R&M Supplies	88.95	1054230
48889	Oldcastle SW Group Inc	R&M Supplies	3,359.43	1054230
48903	Safety-Kleen Corp.	R&M Supplies	261.25	1054230
48908	Signature Signs Inc	R&M Supplies	791.00	1054230
48932	Wear Parts & Equip Co, Inc	R&M Supplies	508.60	1054230
48935	Wylaco Supply Co	R&M Supplies	459.40	1054230
48846	Eagle County Solid Waste & Recycling	R&M Supplies	42.23	1054360
48846	Eagle County Solid Waste & Recycling	R&M Supplies	130.63	1054360
48717	Gartner, Justin	Refund-Bld Permit Overpayment	80.50	1043227
48839	Colorado Mtn. News Media	Reimbursable	126.99	1051350
48727	Mott Macdonald	Reimbursable-Sylvan Circle Development	500.00	1051353
48866	Hunter Benefits Consulting Group	Retirement Fees	50.00	1051147
48857	G & S Tool Clinic, Llc	Shipping	11.85	1054310
48936	Zep Sales & Service	Shipping	25.90	1054310
48851	Elam Construction	Street Resurfacing	143,670.00	1054361
48895	Property Imaging Llc	Street Resurfacing	450.00	1054361
48901	Kohrmann, Robert	Training	35.00	1051380
48816	Hotels.com	Travel - Clerk	428.40	1051371
48714	Rakow, Jenny	Travel Exp-Clerk Training	292.32	1051371
48940	Colorado State Treasurer	Unemployment Tax	2,076.60	1022245
48679	Century Link	Utilities	813.94	1051340
48679	Century Link	Utilities	672.95	1054340
48711	Holy Cross Energy	Utilities	4,440.01	1054340
48762	Verizon Wireless, Bellevue	Utilities - Cell Phones	240.67	1051340
48762	Verizon Wireless, Bellevue	Utilities - Cell Phones	806.94	1054340
48870	Bradley, Kim	Utility Refund	$ 2,742.00	0110750
48751	Conklin, Steve & Karen	Utility Refund	21.78	0110750
48874	Klahr, Linda	Utility Refund	37.87	0110750
48869	Madrid, John & Megan	Utility Refund	75.23	0110750
48823	Morgan, Amie	Utility Refund	366.74	0110750
48886	Stoddard, Nathanial	Utility Refund	55.73	0110750
48725	Zintgraff, Miranda	Utility Reimbursable	43.94	0110750
48681	Dick, Christopher	Utility Reimbursement	26.91	0110750
48919	United Rentals (North America) Inc	Vehicle - R&M	460.79	1054231
48896	PST Enterprises, Inc	Vehicle R&M Supplies	226.54	1054231
48936	Zep Sales & Service	Vehicle R&M Supplies	240.00	1054231
48722	Metlife	Vision Insurance	1,130.40	1022260
48815	Colorado Department Of Revenue	Wage Garnishment	900.00	1022270
	Total Administration		**$ 200,985.83**	
	Streets			
	Total Streets		**$ 367,677.32**	
48844	Eagle County Animal Control	Animal Control	1,800.00	1055381
48816	Colorado Drug Invest. Assn.	Books & Tuition	90.00	1055380
48877	Matthew Bender & Co	Books & Tuition	157.58	1055380
48909	Sirchie Fingerprint Laboratories	Communication & Transportation	44.45	1055310
48915	Technovia Consulting	Computer Support	2,000.00	1055362
48710	High Country Copiers	Copier Contract	181.91	1055395
48909	Sirchie Fingerprint Laboratories	Drug Task Force	738.15	1055389
48898	Redman Macho Products Inc	Equipment Purchase	2,819.45	1055235
47	Fleet Services	Gas & Oil	1,221.91	1055232
	Meritain Health	Health Insurance	$ 4,571.36	1055143
48816	Amazon	Office Supplies	72.27	1055210
48816	5.11 Tactical, Smart Sign	Operating Expense	124.53	1055220

48680	Chema Tox Laboratory, Inc.	Operating Expense	1,460.00	1055220
48847	Eagle Embroidery Inc.	Operating Supplies	177.00	1055220
48891	Paper Wise	Operating Supplies	40.00	1055220
48909	Sirchie Fingerprint Laboratories	Operating Supplies	37.85	1055220
48668	U.S. Post Office	Postage	29.18	1055310
48890	Olesen'S Automotive Services	R&M Labor	100.00	1055360
48732	NEI Property Management	R&M Service	260.00	1055360
48892	Performance Automotive Center	R&M Service	120.00	1055360
48877	Matthew Bender & Co	Shipping	13.08	1055310
48818	4 Imprint	SRO Supplies	336.01	1055234
48816	Quality Inn, Palace Adv Room Dep, McDonald's	Travel	922.44	1055371
48900	Steggall, Rhonda	Travel	16.07	1055371
48806	Buhlman, Carrie	Travel Expense Reimbursement	165.35	1055371
48897	Public Agency Training Council	Tuition & Books	550.00	1055380
48679	Century Link	Utilities	421.06	1055340
48762	Verizon Wireless, Bellevue	Utilities - Cell Phones	764.26	1055340
48927	Vail.Net - Colorado.Net	Utility Services - Network Services	118.57	1055340
48890	Olesen'S Automotive Services	Vehicle R&M Supplies	139.00	1055231
	Public Safety			
	Total Public Safety		**$ 17,601.48**	
48916	Thyssenkrupp Elevator Corp.	Contract Payment	578.99	1056395
48937	Bear Saver	Equipment Supplies	2,167.00	1056235
48735	Pet Pick-Ups	Freight	128.54	1056310
47	Fleet Services	Gas & Oil	677.28	1056232
	Meritain Health	Health Insurance	$ 1,246.74	1056143
48715	Jerrymaster Janitorial	Janitorial Service	4,316.00	1056358
48748	Sno-White Linen Rental	Janitorial Supplies	154.50	1056240
48752	Supply Works	Janitorial Supplies	2,361.30	1056240
48807	Alpine Lumber Co.	R & M Supplies	756.30	1056230
48747	Skyline Mechanical, Inc.	R&M Labor	127.50	1056360
48760	Venzor Carpet Cleaning	R&M Labor	622.08	1056360
48704	G & S Tool Clinic, Llc	R&M Service	81.09	1056230
48848	Eagle Lock & Key	R&M Service	127.50	1056360
48850	Eagle Valley Glass & Mirror	R&M Service	130.00	1056360
48704	G & S Tool Clinic, Llc	R&M Service	155.00	1056360
48731	Native Electric	R&M Service	285.00	1056360
48888	Northwest Colo Council Of Gov.	R&M Service	100.00	1056360
48917	Two Valley Tire LLC	R&M Service	100.00	1056360
48758	Vail Honeywagon	R&M Service	206.04	1056360
48810	Property Imaging Llc	R&M Services	1,914.00	1056360
48840	Colorado Specialties	R&M Supplies	267.05	1056230
48841	Display Sales	R&M Supplies	375.00	1056230
48938	Eagle County Charter Academy	R&M Supplies	175.00	1056230
48848	Eagle Lock & Key	R&M Supplies	56.00	1056230
48850	Eagle Valley Glass & Mirror	R&M Supplies	150.24	1056230
48702	Ferguson Enterprises, Inc.	R&M Supplies	68.79	1056230
48706	Garden Center	R&M Supplies	161.96	1056230
48708	Grand Junction Pipe & Supply	R&M Supplies	196.82	1056230
48862	HD Supply Facilities Maint Ltd	R&M Supplies	23.70	1056230
48735	Pet Pick-Ups	R&M Supplies	720.00	1056230
48910	Sno-White Linen Rental	R&M Supplies	74.52	1056230
48913	Summit Supply Corporation	R&M Supplies	308.00	1056230
48765	Wylaco Supply Co	R&M Supplies	111.91	1056230
48937	Bear Saver	Shipping	347.00	1056310
48840	Colorado Specialties	Shipping	200.00	1056310
48841	Display Sales	Shipping	29.00	1056310
48913	Summit Supply Corporation	Shipping	45.00	1056310
48679	Century Link	Utilities	127.22	1056340
48865	Holy Cross Energy	Utilities	4,307.40	1056340
48749	Source Gas	Utilities	907.91	1056340
48896	PST Enterprises, Inc	Vehicle R&M Supplies	70.53	1056231
48917	Two Valley Tire LLC	Vehicle R&M Supplies	45.00	1056231
	Buildings and Grounds			
	Total Buildings and Grounds		**$ 22,256.92**	

48739	Resolution Graphics	Design & Production	715.00	1058378
48872	Pine Productions	Event Contract Services	2,587.50	1058348
48834	Colo High School Cycling League	Events	3,500.00	1058400
48703	Flying Eagle Disc Society	Events	3,000.00	1058400
48924	Vail Mountaineer Hockey Club	Events	1,000.00	1058400
48926	Vail Valley Lacrosse Club	Events	1,500.00	1058400
48759	Vail Valley Soccer Club	Events	1,000.00	1058400
48811	Vail Honeywagon	Events - Bronco Visit	600.00	1058400
48845	Eagle County Government	Events - Co Cycling League	100.00	1058400
48887	National Interscholastic Cycling Assoc	Events - Nica Conference	5,000.00	1058400
48833	Clairmont, Kenton	Events - Train To Hunt	2,500.00	1058400
48925	Vail Recreation District	Events- Vail Mtb Races	2,000.00	1058400
48816	Store Supply,USPS,Collins Flags	Freight	70.03	1057310
48816	PR Jobslist	Legal Notice	135.00	1058320
48839	Colorado Mtn. News Media	Legal Notice - Special Events Position	822.00	1058320
48753	Take Aim Marketing	Marketing Services	6,750.00	1058347
48854	Fetch Creative	Media	2,100.00	1058370
48816	Costco,Store Supply,Copy Plus,Walmart,Collins Flag	Operating Expense	$ 312.48	1057220
48676	Meese, Barbara	Operating Supplies	168.43	1057220
48872	Pine Productions	Operating Supplies	22.98	1058220
48739	Resolution Graphics	Promo Materials	540.00	1058220
48816	Direct Promotionals	Promotional Materials	$ 1,799.99	1058220
48745	Signature Signs Inc	Promotional Materials	200.00	1058220
48686	Colorado Department Of Revenue	Sales Tax	2,798.00	1057255
48768	Derived From Nature	Supplies For Consignment	82.79	1057251
48769	Eagle County Historical Society	Supplies For Consignment	924.44	1057251
48774	Fried, Mickey	Supplies For Consignment	61.50	1057251
48779	Horn, Rena	Supplies For Consignment	82.80	1057251
48770	Iglehart, Becky	Supplies For Consignment	112.50	1057251
48771	Kennedy, Jennifer	Supplies For Consignment	80.25	1057251
48775	Nature'S Details	Supplies For Consignment	688.50	1057251
48776	New Song Corporation	Supplies For Consignment	63.00	1057251
48773	Oliphant, John	Supplies For Consignment	92.25	1057251
48777	Pamela Saden	Supplies For Consignment	1,423.76	1057251
48767	Pinyon J	Supplies For Consignment	74.25	1057251
48778	Pocadot	Supplies For Consignment	285.35	1057251
48766	Rasmussen, Carol Ann	Supplies For Consignment	14.96	1057251
48780	Rick Olsen	Supplies For Consignment	29.25	1057251
48772	Salcke, Jim	Supplies For Consignment	85.50	1057251
48781	Teresa Hauser	Supplies For Consignment	261.00	1057251
48782	White, Suzie	Supplies For Consignment	50.40	1057251
48783	Williams, Sam	Supplies For Consignment	113.25	1057251
48669	95 And Sunny	Supplies For Resale	295.79	1057250
48671	Adventure Keen	Supplies For Resale	391.44	1057250
48677	Beadworld/Shagwear	Supplies For Resale	435.00	1057250
48825	Bleu Door Studio	Supplies For Resale	368.00	1057250
48816	Cantik Bali Imports,Costco, Walmart	Supplies For Resale	449.34	1057250
48685	Colorado Candy Kitchen	Supplies For Resale	2,885.40	1057250
48687	Colorado Food Showroom	Supplies For Resale	167.83	1057250
48838	Colorado Mountain Club	Supplies For Resale	71.22	1057250
48691	Del Mundo	Supplies For Resale	313.40	1057250
48705	Ganz USA, LLC	Supplies For Resale	197.30	1057250
48881	Luark, Mike	Supplies For Resale	120.00	1057250
48875	Mai / Debry Company	Supplies For Resale	157.52	1057250
48720	Meadow Gold Grand Junction	Supplies For Resale	482.52	1057250
48676	Meese, Barbara	Supplies For Resale	298.91	1057250
48724	Mike Luark	Supplies For Resale	200.00	1057250
48726	Moosehead Designs Llc	Supplies For Resale	713.80	1057250
48729	MV Corp, Inc	Supplies For Resale	884.86	1057250
48734	Peaceful Village Inc	Supplies For Resale	813.53	1057250
48738	Red Canyon Spice Llc	Supplies For Resale	51.00	1057250
48743	Salud Salads	Supplies For Resale	114.00	1057250
48904	Sanborn Ltd.	Supplies For Resale	777.84	1057250
48744	Save On Goods	Supplies For Resale	312.00	1057250
48746	Silver Streak Ind.	Supplies For Resale	1,409.57	1057250
48805	Timbercharms	Supplies For Resale	531.00	1057250
48679	Century Link	Utilities	312.92	1057340
48816	Flywheel	Website	15.00	1058375

	Information Center			
	Total Information Center		**$ 20,092.94**	
	Marketing			
	Total Marketing		**$ 27,287.41**	
48809	Marchetti & Weaver	Accounting Services-Lbwtp	755.00	5259352
48757	US Bank Equipment Finance	Contract Payments	687.22	5259395
48740	Resource Engineering Inc	Engineering	512.50	5259354
48740	Resource Engineering Inc	Engineering Reimbursable	8,792.50	5259353
48765	Wylaco Supply Co	Equipment Supplies	1,061.81	5158235
48701	Federal Express Corp.	Freight	268.89	5158310
48701	Federal Express Corp.	Freight	103.13	5259310
48708	Grand Junction Pipe & Supply	Freight	12.90	5259310
48718	Kubwater Resources, Inc.	Freight	285.96	5259310
48728	Municipal Treatment Equip. Inc	Freight	45.00	5259310
47	Fleet Services	Gas & Oil	208.39	5158232
47	Fleet Services	Gas & Oil	196.92	5259232
	Meritain Health	Health Insurance	$ 831.16	5158143
	Meritain Health	Health Insurance	2,077.89	5259143
48861	Ground Engineering Consultants	Intake - UBWTP	946.00	5259757
48922	Utility Technical Services	Leak Detection	4,124.35	5259366
48707	Garfield & Hecht, P.C.	Legal	262.50	5259351
48707	Garfield & Hecht, P.C.	Legal - Reimbursable	2,970.00	5259350
48709	HD Supply Waterworks, Ltd	Meters & Related Supplies	1,587.71	5259250
48708	Grand Junction Pipe & Supply	Meters Inventory	667.09	5259250
48690	Copy Plus	Office Supplies	25.98	5158210
48934	Western Slope Supplies Inc	Office Supplies	71.80	5158210
48921	USA Blue Book	Operating Supplies	121.84	5158220
48831	Chemtrade Chemicals Corporation	Operating Supplies	5,123.76	5259220
48692	DPC Industries, Inc.	Operating Supplies	360.00	5259220
48718	Kubwater Resources, Inc.	Operating Supplies	3,944.69	5259220
48730	Nalco Chemical Co	Operating Supplies	5,856.21	5259220
48921	USA Blue Book	Operating Supplies	63.45	5259220
48690	Copy Plus	Postage	68.72	5158310
48728	Municipal Treatment Equip. Inc	R & M Supplies	890.00	5259230
48826	Browns Hill Engineering	R&M Labor	376.30	5158360
48931	Water Technology Group	R&M Labor	7,200.00	5158360
48699	Emtech	R&M Labor	225.00	5259360
48824	Battery Sharks	R&M Supplies	74.34	5158230
48826	Browns Hill Engineering	R&M Supplies	465.00	5158230
48695	Eagle River Water & Sanitation District	R&M Supplies	2,108.16	5158230
48700	Fastenal Company	R&M Supplies	366.84	5158230
48860	Grand Junction Pipe & Supply	R&M Supplies	350.26	5158230
48763	Wazee Electric	R&M Supplies	1,105.64	5158230
48708	Grand Junction Pipe & Supply	R&M Supplies	436.64	5259230
48889	Oldcastle SW Group Inc	R&M Supplies	273.50	5259230
48906	Schmueser, Gordon, Meyer Inc.	Rate Study	172.50	5259368
48918	Union Pacific Railroad Company	RR Lease Agreement	12,000.00	5158395
48826	Browns Hill Engineering	Scada	2,972.00	5259375
48824	Battery Sharks	Shipping	21.28	5158310
48847	Eagle Embroidery Inc.	Shipping	19.83	5158310
48921	USA Blue Book	Shipping	37.07	5158310
48763	Wazee Electric	Shipping	57.73	5158310
48699	Emtech	Shipping	24.88	5259310
48863	HD Supply Waterworks, Ltd	Shipping	14.93	5259310
48921	USA Blue Book	Shipping	18.29	5259310
48761	Veris Environmental Llc	Sludge Disposal	7,593.78	5158356
48712	Inland Potable Services Inc	Storage Tank Maintenance	5,458.00	5259369
48727	Mott Macdonald	Tank Replacement	10,000.00	5259740
48849	Eagle River Water & Sanitation District	Testing	2,290.00	5158366
48907	Seacrest Group	Testing	1,015.00	5158366
48670	Accutest Inc.	Testing	570.00	5259370
48849	Eagle River Water & Sanitation District	Testing	175.00	5259370
48723	Microsearch Laboratory Ind.	Testing	320.00	5259370
48819	Accutest Inc.	Testing & Permits	1,887.00	5158366
48847	Eagle Embroidery Inc.	Uniforms	355.20	5158225

48690	Copy Plus	Upper Basin Water Treatment Plant	7.00	5259757
48708	Grand Junction Pipe & Supply	Upper Basin Water Treatment Plant	11.61	5259757
48679	Century Link	Utilities	489.97	5158340
48711	Holy Cross Energy	Utilities	19,903.99	5158340
48749	Source Gas	Utilities	559.40	5158340
48673	Amerigas	Utilities	244.19	5259340
48679	Century Link	Utilities	1,970.23	5259340
48711	Holy Cross Energy	Utilities	18,251.66	5259340
48667	U.S. Post Office	Water Bill Postage - Comm&Trans	506.85	5259310
48894	Precision Construction West	Water Materials & Other	$ 450.00	5243485
48764	Weitz Company	Water Refund	600.15	5243485
	TOTAL GENERAL FUND		**$ 21,128.86**	
	WASTEWATER FUND			
	TOTAL WASTEWATER FUND		**$ 93,940.79**	
	WATER FUND			
	TOTAL WATER FUND		**$ 207,708.23**	
	CAPITAL IMPROVEMENTS			
48756	Tolar Manufacturing Co, Inc.	Bus Shelters	$ 1,209.62	3151727
48876	Martinez Western Constructors, Inc.	Right Of Way Improvements	26,550.16	3152712
48808	Caroline Bradford	Town Park Improvements - River Park Consultant	1,950.00	3151745
	TOTAL CAPITAL IMPROVMENTS		**$ 29,709.78**	
	REFUSE FUND			
48745	Signature Signs Inc	Operating Supplies - Signs	$ 46.75	5353220
48701	Federal Express Corp.	Eagle River Park	45.58	8150753
48902	S2O Design & Engineering	Eagle River Park	3,700.00	8150753
48835	Colorado Analytical Laboratories Inc	Eagle River Park Improvements	590.00	8150753
48911	Sopris Land Use Llc	Eagle River Park Improvements	380.00	8150753
48675	Backyard Irrigation, Inc.	Pool & Ice Rink Improvements	465.00	8150756
48899	Resolution Graphics	R&M Service	1,500.00	8150360
48745	Signature Signs Inc	R&M Service	450.00	8150360
48678	Brush Creek Landscaping	R&M Services	1,480.00	8150360
48821	Alpine Lumber Co.	R&M Supplies	$ 81.75	8150230
48889	Oldcastle SW Group Inc	R&M Supplies	839.70	8150230
48758	Vail Honeywagon	Refuse	42,033.24	5353395
48933	Western Ecological Resource, Inc	Reimb Services - Blackhills Energy	26,722.40	8150366
48745	Signature Signs Inc	Rm Supplies/Signage	1,409.00	8150230
48678	Brush Creek Landscaping	Rms/Signage	123.60	8150230
48753	Take Aim Marketing	Trail Kiosk Design/Service	875.00	8150361
48882	Mountain Pest Control, Inc.	Weed & Pest Control	450.00	8150363
	TOTAL REFUSE FUND		**$ 1,325.00**	
	OPEN SPACE FUND			
	TOTAL OPEN SPACE FUND		**$ 77,754.69**	
	TOTAL BILL SCHEDULE		**$ 319,852.70**	
	TOTAL PAYROLL			
	TOTAL		**$ 319,852.70**	

TOWN OF EAGLE PAYROLL - OCTOBER 2016

TITLE	GROSS AMOUNT	
Building Official	$	2,931.17
		2,931.17
Administrative Assistant		1,614.58
		1,614.58
Town Planner		3,004.62
		3,004.62
Open Space Coordinator		2,619.87
		2,223.23
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		1,672.80
		1,672.80
Town Board Trustee		400.00
Town Board Trustee		250.00
Town Board Trustee		250.00
Town Board Trusteee		250.00
Town Board Trustee		250.00
Town Board Trustee		250.00
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
		2,596.02
Administrative Technician		1,938.79
		1,938.78
Assistant Engineer		3,181.79
		3,123.23
Maintenance Worker		1,863.63
		2,667.32
Maintenance Worker		2,012.12
		2,804.39
Public Works Inspector		2,295.98
		2,295.98
Streets		2,632.10
		2,722.35
Public Works Secretary		1,630.53
		1,617.89
Streets		1,730.40
		1,730.40
Streets		1,648.00
		1,648.00
Municipal Court Judge		600.00
Police Secretary/Court Clerk		1,814.72
		1,814.72
Court Clerk	$	531.00
		472.00

Sergeant	2,635.10
	2,423.08
Police Officer	1,923.08
	1,923.08
Lieutenant	2,994.63
	2,886.39
Sergeant	2,434.61
	2,434.62
Police Chief	3,307.70
	3,307.70
Patrol Officer	3,454.41
	2,171.59
Patrol Officer	2,231.73
	2,656.72
Patrol Officer	2,366.35
	2,882.10
Patrol Officer	2,380.19
	3,269.73
Patrol Officer	3,556.69
	3,376.54
Buildings & Grounds Supervisor	2,312.51
	2,442.60
Buildings & Grounds Worker	1,950.19
	2,408.37
Buildings & Grounds Worker	1,870.00
	2,140.00
Information Center	436.50
	243.00
Information Center	182.00
	507.50
Information Center	700.00

		381.50
Information Center		822.50
		759.50
Public Works		2,604.00
		2,701.65
Public Works		2,282.46
		2,282.46
Public Works Foreman		3,335.84
		3,335.85
Public Works Director		4,139.35
		4,139.34
FICA Taxes	$	14,770.08
Retirement		9,613.31
misc deduction		(300.00)
TOTAL	**$**	**217,056.43**

ORDINANCE NO. 29
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING A CORRECTED SUBDIVISION FINAL PLAT FOR SOLEIL HOMES AT BRUSH CREEK FILING 1; 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 correct building envelopes previously shown on the Subdivision Final Plat for Soleil Homes at Brush Creek Filing 1 Subdivision, Town of Eagle, County of Eagle, State of Colorado; and

WHEREAS, the Applicant has submitted a proposed Corrected 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 Corrected Final Plat has been given as required by Section 4.03.060 of the Eagle Municipal Code; and

WHEREAS, on November 10, 2016, the Town Planner of the Town of Eagle reviewed the Applicant's proposed Corrected Final Plat at an administrative public hearing in accordance with Section 4.12.040 of the Eagle Municipal Code and recommended approval of such Corrected Final Plat; and

WHEREAS, it is the intent of the Board of Trustees of the Town of Eagle that approval of the Corrected 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 Corrected Final Plat for Soleil Homes at Brush

Creek Filing 1 Subdivision, Town of Eagle, County of Eagle, State of Colorado, as further described on the Corrected Final Plat of Soleil Homes at Brush Creek Filing 1.

Section 2. The approval of the Corrected Final Plat for Soleil Homes at Brush Creek Filing 1 is hereby designated and constitutes an approved site specific development plan for Soleil Homes at Brush Creek Filing 1 in accordance with Article 68 of Title 24, C.R.S., and Chapter 4.17 of the Eagle Municipal Code.

Section 3. 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 Soleil Homes at Brush Creek Filing 1 Corrected 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 Corrected 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 Corrected 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 Corrected 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 4. The adoption of this Ordinance is expressly conditioned upon final approval of the Corrected Final Plat as to form by the Town Attorney and Town Engineer. Notwithstanding the provisions of Section 3 above, the Corrected 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 November 15, 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 SOLEIL HOMES AT BRUSH CREEK FILING 1; 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":

_____, _____,

_____.

ORDINANCE NO. 29
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING A CORRECTED SUBDIVISION FINAL PLAT FOR SOLEIL HOMES AT BRUSH CREEK FILING 1; 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 correct building envelopes previously shown on the Subdivision Final Plat for Soleil Homes at Brush Creek Filing 1 Subdivision, Town of Eagle, County of Eagle, State of Colorado; and

WHEREAS, the Applicant has submitted a proposed Corrected 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 Corrected Final Plat has been given as required by Section 4.03.060 of the Eagle Municipal Code; and

WHEREAS, on November 10, 2016, the Town Planner of the Town of Eagle reviewed the Applicant's proposed Corrected Final Plat at an administrative public hearing in accordance with Section 4.12.040 of the Eagle Municipal Code and recommended approval of such Corrected Final Plat; and

WHEREAS, it is the intent of the Board of Trustees of the Town of Eagle that approval of the Corrected 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 Corrected Final Plat for Soleil Homes at Brush

Creek Filing 1 Subdivision, Town of Eagle, County of Eagle, State of Colorado, as further described on the Corrected Final Plat of Soleil Homes at Brush Creek Filing 1.

Section 2. The approval of the Corrected Final Plat for Soleil Homes at Brush Creek Filing 1 is hereby designated and constitutes an approved site specific development plan for Soleil Homes at Brush Creek Filing 1 in accordance with Article 68 of Title 24, C.R.S., and Chapter 4.17 of the Eagle Municipal Code.

Section 3. 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 Soleil Homes at Brush Creek Filing 1 Corrected 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 Corrected 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 Corrected 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 Corrected 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 4. The adoption of this Ordinance is expressly conditioned upon final approval of the Corrected Final Plat as to form by the Town Attorney and Town Engineer. Notwithstanding the provisions of Section 3 above, the Corrected 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 November 15, 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 SOLEIL HOMES AT BRUSH CREEK FILING 1; 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":

_____, _____,

_____.

ORDINANCE NO. 30
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING A RE-SUBDIVISION OF LOT 2, 700 CHAMBERS AVENUE SUBDIVISION; 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 Board of Trustees of the Town of Eagle has received an application by RD CHAMBERS, LLC. (the "Applicant"), to resubdivide certain property within the Town of Eagle known as Chambers Avenue Condominiums – Phase 1 Subdivision, Town of Eagle, County of Eagle, State of Colorado; and

WHEREAS, the Applicant has submitted a proposed Final Plat and Condominium Map 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 October 19, 2016, the Town Planner of the Town of Eagle reviewed the Applicant's proposed Final Plat and Condominium Map 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 Condominium Map; and

WHEREAS, it is the intent of the Board of Trustees of the Town of Eagle that approval of the Final Plat and Condominium Map 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 certain property described as

Lot 2, 700 Chambers Avenue Subdivision, Town of Eagle, County of Eagle, State of Colorado into four (4) condominium units and general common elements as more fully described on the Subdivision Final Plat and Condominium Map for the Chambers Avenue Condominiums – Phase 1, Town of Eagle, County of Eagle, State of Colorado.

Section 2. The division of property, which shall hereinafter be known and described as the Chambers Avenue Condominiums – Phase 1 is contained within Lot 2, 700 Chambers Avenue Subdivision, Town of Eagle, County of Eagle, State of Colorado.

Section 3. The Subdivision Final Plat and Condominium Map is approved subject to technical revisions requested by the Town Engineer and Town Attorney.

Section 4. The approval of the Subdivision Final Plat and Condominium Map for the Chambers Avenue Condominiums – Phase 1, is hereby designated as an approved site specific development plan for the resubdivision of Lot 2, 700 Chambers Avenue Subdivision, pursuant to Article 68 of Title 24, C.R.S. and Chapter 4.17 of the Eagle Municipal Code.

Section 5. 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 the Final Plat and Condominium Map of the Chambers Avenue Condominiums – Phase 1, 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 Subdivision 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 and Condominium Map 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 Subdivision Final Plat and Condominium Map for the Chambers Avenue Condominiums – Phase 1 Subdivision together with the Subdivision Improvements Agreement entered into between the Town of Eagle and RD CHAMBERS, LLC constitutes approval of 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.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on November 15, 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 RE-SUBDIVISION OF LOT 1, 700 CHAMBERS AVENUE SUBDIVISION 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":

_____, _____,

_____.

FINAL PLAT & CONDOMINIUM MAP
CHAMBERS AVENUE CONDOMINIUMS - PHASE 1
A RESUBDIVISION OF LOT 2, 700 CHAMBERS AVENUE SUBDIVISION, TOWN OF EAGLE, COUNTY OF EAGLE, COLORADO

CERTIFICATION OF DEDICATION AND OWNERSHIP

Know all men by these presents that RD CHAMBERS LLC, being sole owner in fee simple of all that real property described as follows:

Lot 2, 700 Chambers Avenue Subdivision, A Resubdivision of Lot 1, Town of Eagle according to the Final Plat thereof, as filed for record on September 08, 2014 at Reception No. 201415291 in the Clerk and Recorder's Office, County of Eagle, State of Colorado., and containing 0.479 acres, more or less,

has by these presents laid out, platted and subdivided the same into Units as shown hereon and designates the same as Chambers Avenue Condominiums - Phase 1

and dedicated for public use the streets shown herein including avenues, drives, boulevards, lanes, courts and alleys to the Town of Avon: and dedicate the utility and drainage easements shown hereon only for the purpose and to the parties described In this Final Plat: and do further state that this subdivision shall be subject to the Declaration for Brookside Park filed and recorded for this Subdivision in the Office of the Clerk and Recorder of Eagle County, Colorado, Reception Number_____.

Executed this_____ day of _____, 20___.

RD CHAMBERS LLC
PO BOX 4556
EAGLE, CO 81631-4556

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ , 20___ by _____ as _____ of RD CHAMBERS LLC.

Witness my hand and official seal. _____ (SEAL)
Notary Public

My commission expires: _____

MORTGAGEE OR LIENHOLDERS CERTIFICATE

Centenial Bank does hereby certify that it is the holder of

_____

against the lands shown on this plat and hereby consents to the subdivision of the lands shown hereon.

EXECUTED this ____day of _____ _____, 20 ____.

Mortgagee or Lienholder: _____

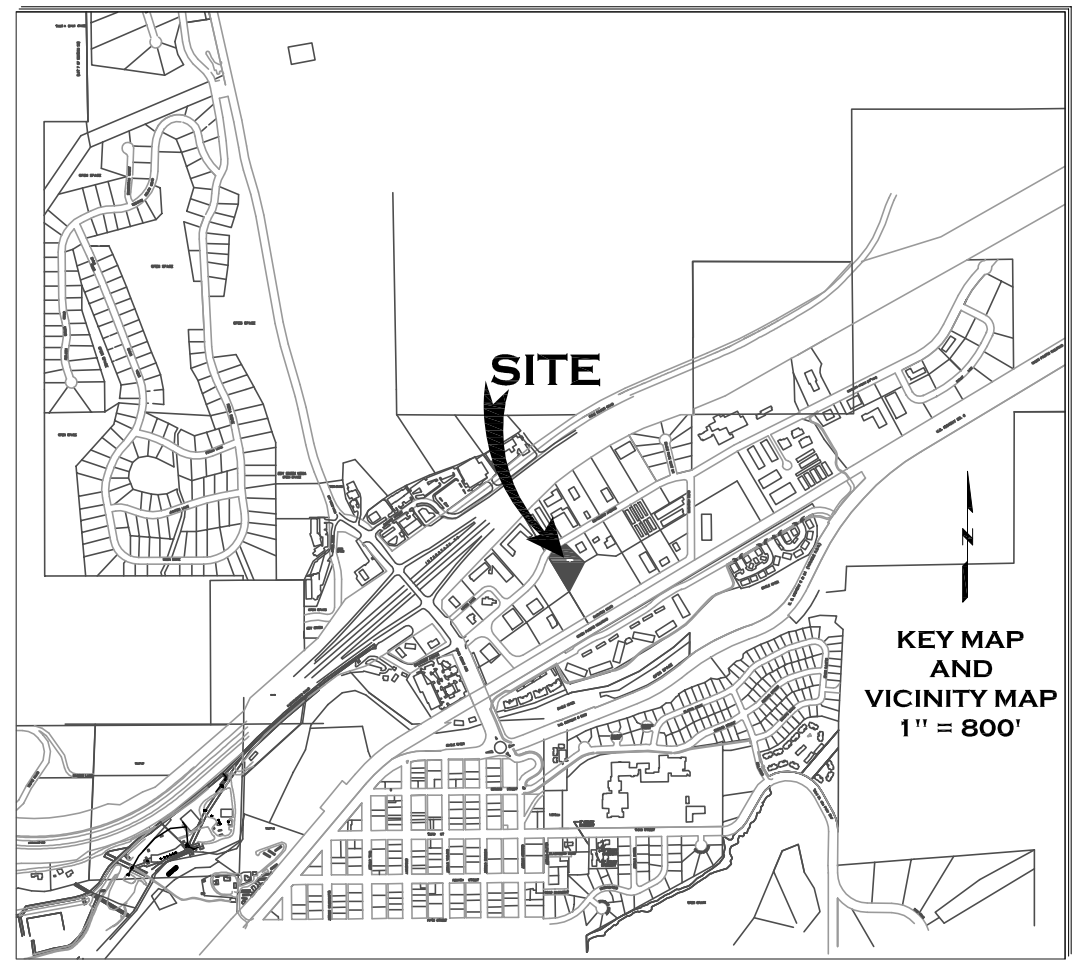
By _____ as _____

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of _____upon all parcels of real estate described on this Plat are paid in full.

Dated this _____ day of _____, A.D. 20__.

_____
Treasurer of Eagle County, Colorado



SURVEYOR'S CERTIFICATE

I, Theodore J. Archibeque, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete plat of Chambers Avenue Condominiums - Phase 1, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land. All monuments are set as required by the Subdivision Regulations of the Town of Eagle. I also hereby certify that this plat contains all the information required by Section 38-33.3-209, C. R. S.

IN WITNESS whereof I have set my hand and seal this _____ day of _____, A.D. 20___.

Theodore J. Archibeque, PLS 37902
Professional Land Surveyor
State of Colorado

GENERAL NOTES

1. The purpose of this plat is to subdivide Lot 2, into Condominium Units and Common Elements, as shown herein.

2. Date of Survey: August 2016

3. Basis of Bearing: _____.

4. This property is subject to the terms, conditions and provisions of the Declaration for Chambers Avenue Condominiums - Phase 1, recorded as of the date hereof as Reception No. _____ in the Office of the Clerk and Recorder of Eagle County, Colorado. The following terms as used on this condominium map are abbreviations which have the following meanings and which are all further defined and described in the Declaration for Brookside Park Signature Lofts:

CE - Common Elements

LCE - Limited Common Elements

6. Record Easements and Rights-of-Way shown on this Plat were derived from Land Title Commitment Order Number: _____. Pertaining to said commitment the following easements are shown herein or as noted:

7. Lineal Units of the U.S. Survey Foot were used herein.

8. NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

TITLE CERTIFICATE

_____, does hereby certify that it has examined the title to all lands shown on this plat and that title to such lands is vested in _____

_____,

free and clear of all liens, and encumbrances, except as follows:

_____

_____

_____

_____

Executed this _____ day of _____, 20__.

Agent: _____

_____

CLERK AND RECORDER'S CERTIFICATE

This Plat was filed for record in the office of the Eagle County Clerk and Recorder at _____ o'clock ____M. on the _____ day of _____, 20___, and is duly recorded at Reception No. _____

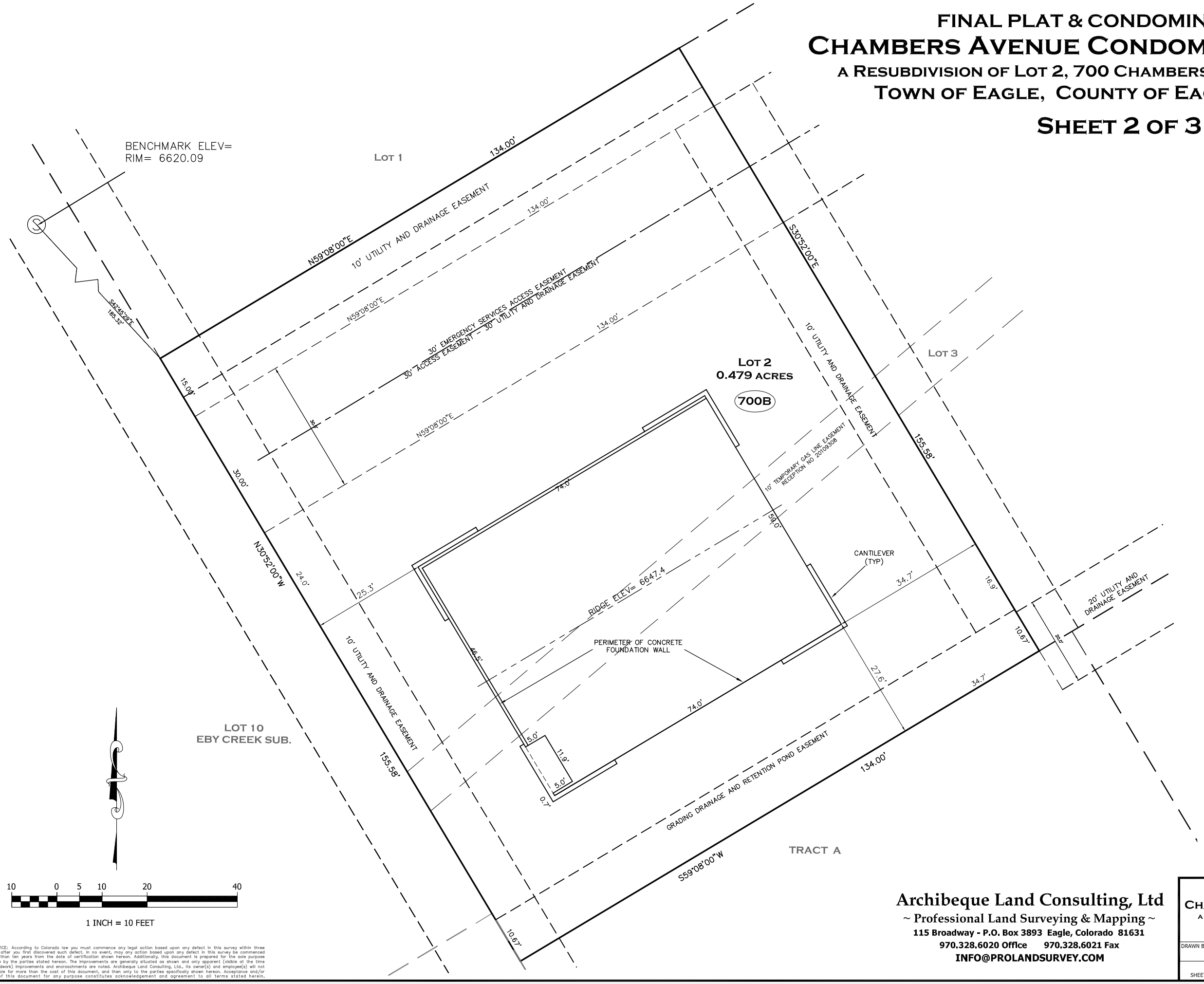
EAGLE COUNTY CLERK & RECORDER

By: _____
Deputy

FINAL PLAT & CONDOMINIUM MAP
CHAMBERS AVENUE CONDOMINIUMS - PHASE 1
A RESUBDIVISION OF LOT 2, 700 CHAMBERS AVENUE SUBDIVISION, TOWN OF EAGLE, COUNTY OF EAGLE, COLORADO

DRAWN BY: CAP		JOB NUMBER: 15233	DRAWING NAME: 15233_CONDO.DWG
SHEET 1 OF 3		DATE: 09-21-16	CHECKED BY: TJA

FINAL PLAT & CONDOMINIUM MAP
CHAMBERS AVENUE CONDOMINIUMS - PHASE 1
A RESUBDIVISION OF LOT 2, 700 CHAMBERS AVENUE SUBDIVISION, TOWN OF EAGLE, COUNTY OF EAGLE, COLORADO
SHEET 2 OF 3



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon. Additionally, this document is prepared for the sole purpose of use by the parties stated hereon. The improvements are generally situated as shown and only apparent (visible at the time of fieldwork) improvements and encroachments are noted. Archibeque Land Consulting, Ltd., its owner(s) and employee(s) will not be liable for more than the cost of this document, and then only to the parties specifically shown hereon. Acceptance and/or use of this document for any purpose constitutes acknowledgement and agreement to all terms stated herein.

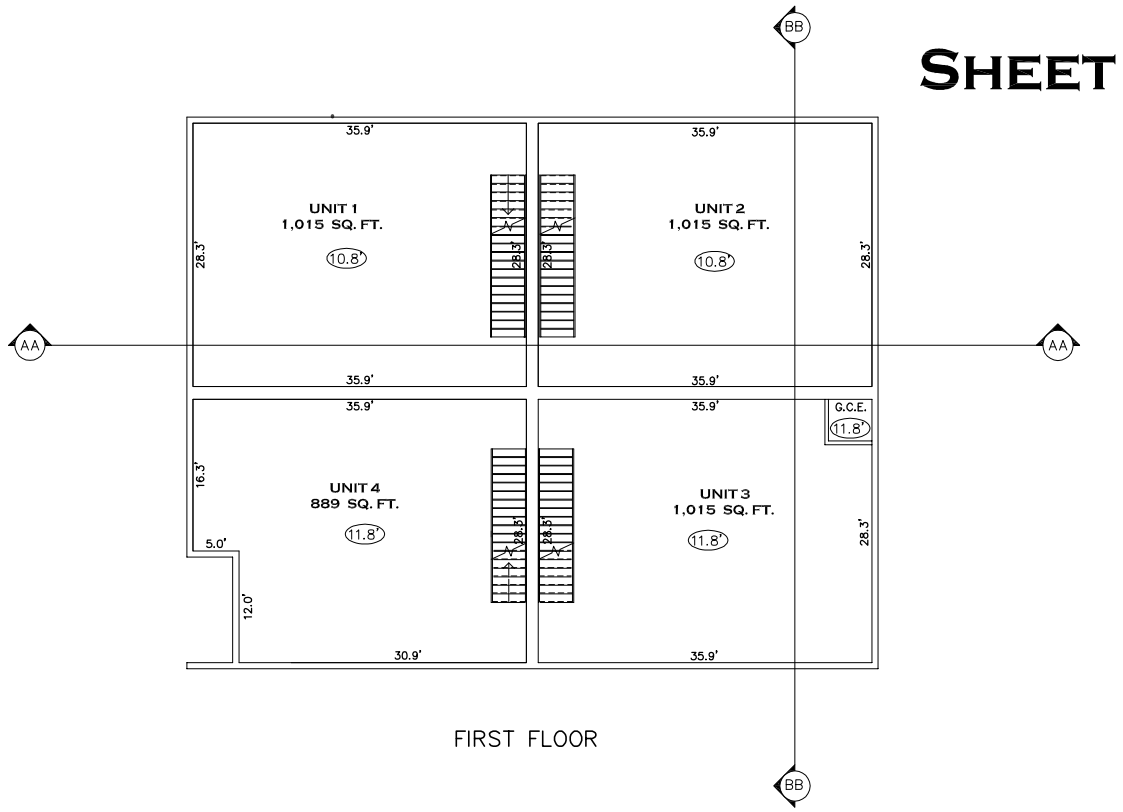
Archibeque Land Consulting, Ltd
~ Professional Land Surveying & Mapping ~
115 Broadway - P.O. Box 3893 Eagle, Colorado 81631
970.328.6020 Office 970.328.6021 Fax
INFO@PROLANDSURVEY.COM

FINAL PLAT & CONDOMINIUM MAP
CHAMBERS AVENUE CONDOMINIUMS - PHASE 1
A RESUBDIVISION OF LOT 2, 700 CHAMBERS AVENUE SUBDIVISION, TOWN OF EAGLE, COUNTY OF EAGLE, COLORADO

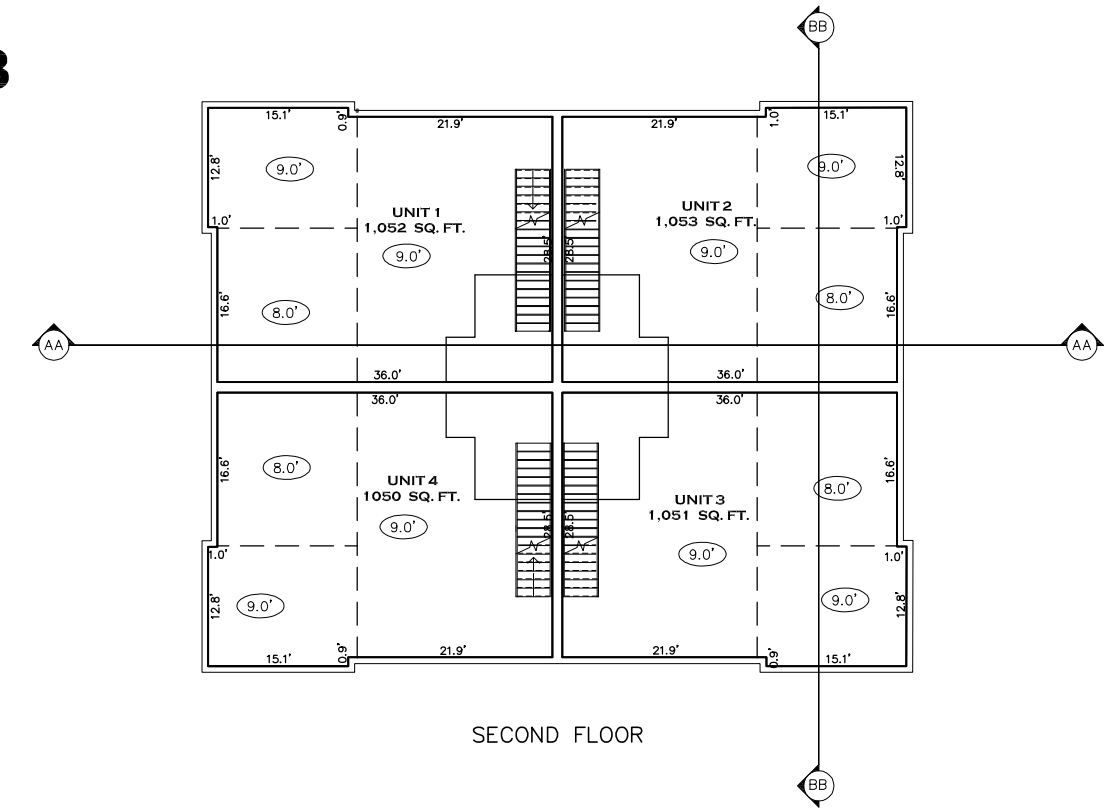
DRAWN BY: CAP	JOB NUMBER: 15233	DRAWING NAME: 15233_CONDO.DWG
SHEET 2 OF 3	DATE: 09-21-16	CHECKED BY: TJA

FINAL PLAT & CONDOMINIUM MAP
CHAMBERS AVENUE CONDOMINIUMS - PHASE 1
A RESUBDIVISION OF LOT 2, 700 CHAMBERS AVENUE SUBDIVISION,
TOWN OF EAGLE, COUNTY OF EAGLE, COLORADO

SHEET 3 OF 3



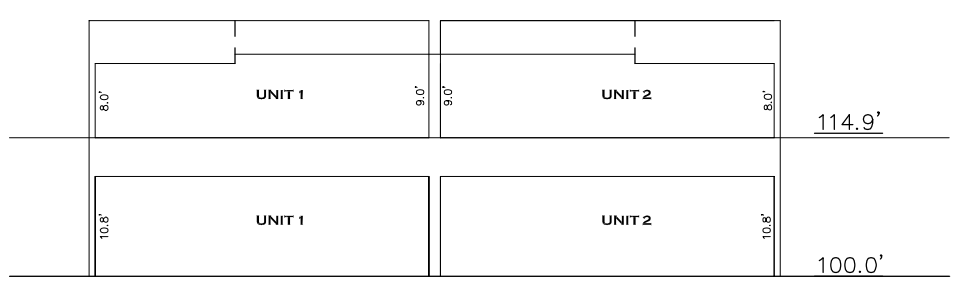
FIRST FLOOR



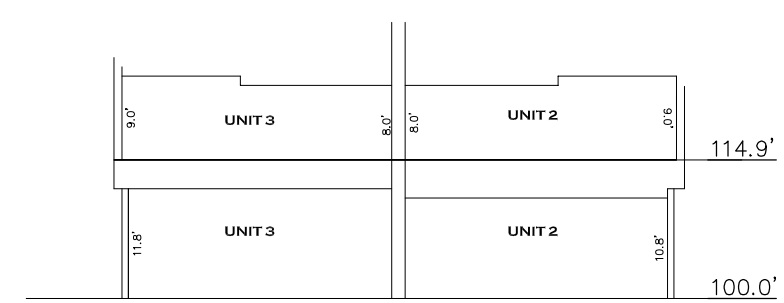
SECOND FLOOR

(10.0') = CEILING HEIGHT

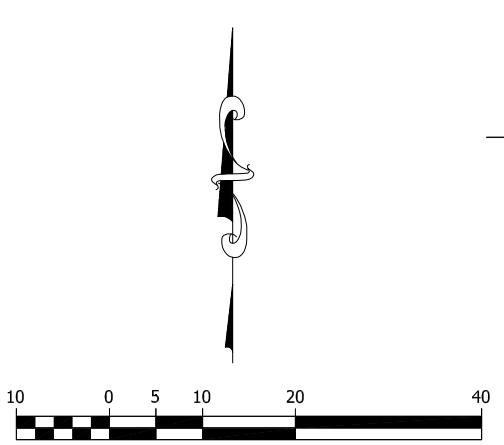
— — = CEILING GRADE BREAK



SECTION AA



SECTION BB



1 INCH = 10 FEET

FINAL PLAT & CONDOMINIUM MAP
CHAMBERS AVENUE CONDOMINIUMS - PHASE 1
A RESUBDIVISION OF LOT 2, 700 CHAMBERS AVENUE SUBDIVISION,
TOWN OF EAGLE, COUNTY OF EAGLE, COLORADO

DRAWN BY: MSS	JOB NUMBER: 15233	DRAWING NAME: 15233_CONDO.DWG
SHEET 3 OF 3	DATE: 09-21-16	CHECKED BY: TJA

ORDINANCE NO. 31
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING A SUBDIVISION WITHIN THE TOWN OF EAGLE TO BE KNOWN AS FULFORD BUILDING, UNITS 101 AND 102; 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 Fulford Building, LLC, a Delaware limited liability company, ("Applicant") to resubdivide certain property within the Town of Eagle known as Lot 4, Block 9, Eagle Ranch, Filing No. 5 Subdivision, Town of Eagle, County of Eagle, State of Colorado; and

WHEREAS, the Applicant has submitted a proposed Final Plat and Condominium Map 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 November 10, 2016, the Town Planner of the Town of Eagle reviewed the Applicant's proposed Final Plat and Condominium Map 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 Condominium Map; and

WHEREAS, it is the intent of the Board of Trustees of the Town of Eagle that approval of the Final Plat and Condominium Map 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 Lot 4, Block 9, Eagle Ranch, Filing

No. 5 Subdivision, Town of Eagle, County of Eagle, State of Colorado, as further described on the Final Plat and Condominium Map of Fulford Building, Units 101 and 102 and in the Declaration of Covenants, Conditions and Restrictions of Fulford Building.

Section 2. The division of property, which shall hereinafter be known and described as Fulford Building, Units 101 and 102, is contained within Lot 4, Block 9, Eagle Ranch, Filing No. 5, Town of Eagle, County of Eagle, State of Colorado.

Section 3. The approval of the Final Plat and Condominium Map for Fulford Building, Units 101 and 102 is hereby designated and constitutes an approved site specific development plan for Fulford Building, Units 101 and 102 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 Fulford Building, Units 101 and 102, Final Plat and Condominium Map, 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 and Condominium Map 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 and Condominium Map 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 and Condominium Map 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 and Condominium Map as to form by the Town Attorney and Town Engineer. Notwithstanding the provisions of Section 4 above, the Final Plat and Condominium Map 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 November 15, 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 FULFORD BUILDING, UNITS 101 AND 102; 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":

_____, _____,

_____, _____,

_____, _____,

_____.

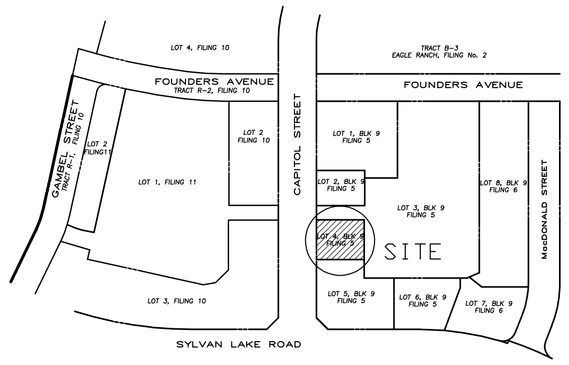
Trustees voted "Nay":

_____, _____,

_____.

FIRST AMENDMENT TO THE FINAL PLAT AND CONDOMINIUM MAP
FULFORD BUILDING, UNITS 101 AND 102
LOT 4, BLOCK 9, EAGLE RANCH, FILING NO. 5
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

VICINITY MAP
1' = 200'



SECTION 5
T5S, R84S, 6TH P. M.

NOTES:

1) All of the property depicted on this condominium map is subject to the Declaration for Eagle Ranch recorded June 23, 1999 at Reception No. 700815, and amendment thereto recorded November 23, 1999 at Reception No. 715599, and amendment thereto recorded June 18, 2002 at Reception No. 798949 in the Office of the Clerk and Recorder, Eagle County, Colorado, as amended and supplemented from time to time (the "Declaration").

2) All of the property depicted on this condominium map is subject to the Declaration for Fulford Building recorded June 28, 2006 under Reception No. 200617377, as amended by that certain Amendment to Declaration for Fulford Building recorded _____, 2016 under Reception No. _____, in the records of Eagle County, Colorado.

3) The purpose of this Plat and Map is to reconfigure the boundaries between Unit 101 and Unit 102.
No other amendments or changes to any Unit or Common Element are made by this Map.

4) BASIS OF BEARINGS: A line connecting found monuments at the southwest corner of Lot 4, Block 9, Eagle Ranch Filing No. 5 and the south point of curvature of Lot 6, Block 9, Eagle Ranch Filing No. 5, according to the plat thereof recorded in the office of the Eagle County, Colorado, Clerk and Recorder being S46°42'22"E.

5) BASIS OF ELEVATIONS: U.S.G.S. Benchmark D280 elevation = 6620.78', located on the south side of Old Brush Creek Road.

6) DATE OF SURVEY: September, 2016.

7) Record easements and rights-of-way shown on this condominium map are per Land Title Guarantee Company Commitment Order No. VC50045191-2 dated 10-3-16 and VC50045356 dated 9-28-2016.

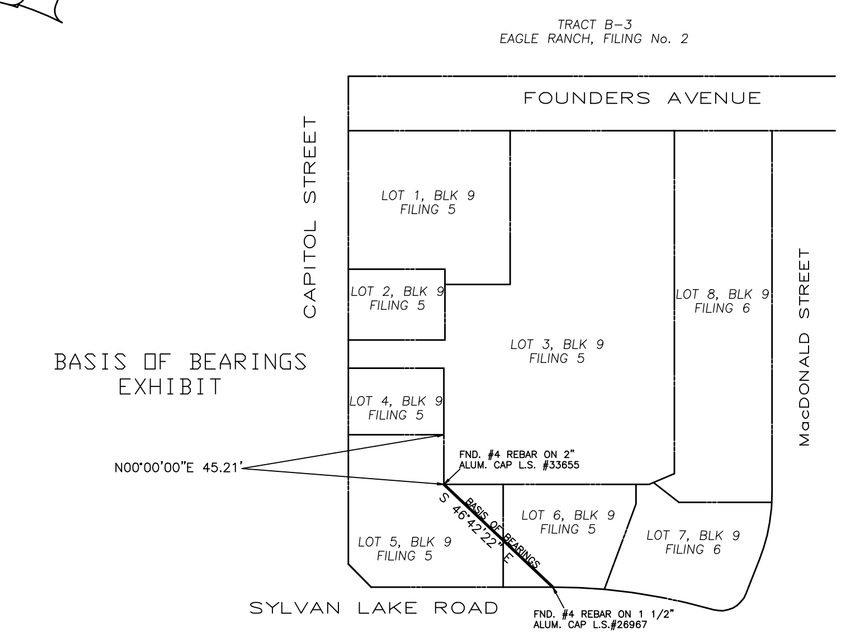
8) All lands shown hereon are subject to the following instruments, recorded in the Office of the Clerk and Recorder, Eagle County, Colorado:
a) Terms, conditions and provisions of the Fourth Amendment to the P.U.D. Guide for the Eagle Ranch Planned Unit Development as filed for record June 26, 2013 at Reception No. 201312976 and as further amended and supplemented from time to time, and the Annexation Agreement for Eagle Ranch as filed of record April 12,1999, Eagle County, Colorado.

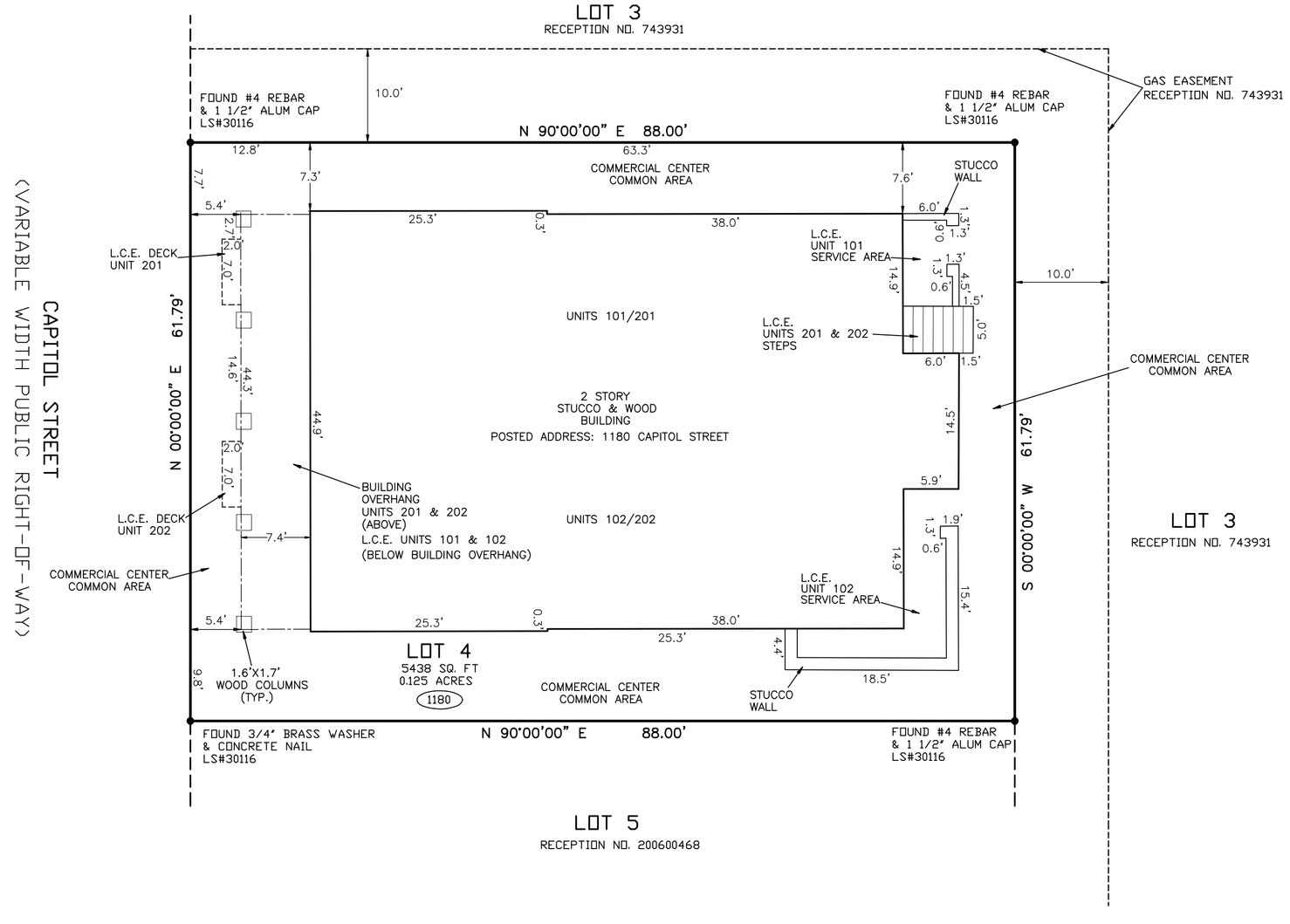
9) According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification hereon.

10) Those areas described on this Condominium Map as Commercial Center Common Area are defined in Declaration for Eagle Ranch Commercial Center recorded November 13, 2000 at Reception No. 743935 and amended February 27, 2003 at Reception No. 824952.

11) Those certain limited common elements identified on this map as Service Area are subject to an easement for the benefits of Units 201 and 202 for purposes of fire and emergency egress from said units only. The owner of the units to which said L.C.E. Service Areas are appurtenant shall maintain same so as to provide safe and legal egress from any fire escape improvements required by the Town of Eagle and serving Unit 201, Unit 202 or both of them.

BASIS OF BEARINGS
EXHIBIT





0' 10' 20' 30'

CERTIFICATE OF DEDICATION AND OWNERSHIP

The undersigned, Fulford Building, LLC, a Delaware Limited Liability Company, as to Unit 101 and Unit 102, being the sole owner in fee simple of all that real property described as follows:

Condominium Unit 101 and Condominium Unit 102, Fulford Building, according to the Condominium Map thereof as filed for record as Reception No. 200617378 in the Office of the Clerk and Recorder, Eagle County, State of Colorado; containing 2,419 square feet, more or less;

and as shown on the accompanying Condominium Map has by these presents laid out, platted and subdivided the same into condominium units and common elements as shown on this Condominium Map and designate the same as Condominium Map, Fulford Building, Units 101 and 102 a subdivision of the Town of Eagle, County of Eagle, State of Colorado; and do hereby make the following dedications and grants:.

All utility easements shown hereon, if any, are dedicated to the Town of Eagle for use by authorized service providers as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including but not limited to electric lines, natural gas pipelines, wastewater lines, water lines, telephone lines, cable service lines, other broadband communication service lines and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures.

The dedication of the easements shown hereon to the Town preclude the installation of improvements, including but not limited to, trees, shrubs and rocks, the deposit of materials, or the alteration of existing ground elevation, within the easement area, which could in any manner impair the Town's or other service provider's use of the easements as provided in this dedication.

The undersigned accepts the responsibility for the completion of all required public improvements Fulford Building Condominiums, if any.

The undersigned further states that this Condominium shall be subject to the Condominium Declaration for Fulford Building filed and recorded for this Subdivision in the office of the Clerk and Recorder of Eagle County, Colorado as Reception No. _____.

EXECUTED this _____ day of _____, 20___.

OWNER: Fulford Building, LLC,
a Delaware Limited Liability Company
P.O. Box 7270
Avon, CO 81620

By: Eagle Ranch Village, LLC,
a Delaware limited liability company,
its Manager

By: Mataura Corp., a Delaware corporation,
its Manager

By:_____
Willis J. Wright
President

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____day of _____, 20_____, by Willis J. Wright as President of Mataura Corp., a Delaware corporation, as Manager of Eagle Ranch Village, LLC, a Delaware limited liability company, as Manager of Fulford Building, LLC.

Witness my hand and official seal.
My commission expires:_____.

_____
Notary Public

SUBORDINATION BY MORTGAGEES

FirstBank of Vail, being the holder of a promissory note secured by a deed of trust dated January 03, 2007, recorded January 11, 2007 as Reception No. 200700867, all deeds of trust being recorded in the Office of the Clerk and Recorder of Eagle County, Colorado, hereby consent to the subdivision of the lands set forth in this Condominium Map Fulford Building, Units 101 and 1012 and subordinates the liens represented by the aforesaid deeds of trust to the dedications and restrictions as shown on this Condominium Map and relative covenants, conditions and restrictions.

MORTGAGEE:
FirstBank of Vail
17 Vail Road
Vail, CO 81657

By:_____

_____
Title

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing Subordination By Mortgagees was acknowledged before me this _____ day of _____, 20___, by _____as _____ of FirstBank of Vail.

Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public

LAND USE SUMMARY

PARCEL/UNIT	AREA	ZONING/LAND USE	PHYSICAL ADDRESS
FULFORD BUILDING	0.125 ACRES	EAGLE RANCH PUD-NEIGHBORHOOD CENTER ZONE	1180 CAPITOL STREET 1180-101 CAPITOL STREET 1180-102 CAPITOL STREET

TITLE CERTIFICATE

Land Title Guarantee Company, does hereby certify that it has examined the title to all lands shown on this Condominium Map and that title to such lands is vested in Fulford Building , LLC, a Delaware Limited Liability Company, free and clear of all liens and encumbrances, except as follows:

_____
_____
_____
_____
_____
_____
_____

EXECUTED this _____day of _____, 20___.

Land Title Guarantee Company

By:_____

Title _____

ASSOCIATION CERTIFICATE

Fulford Building Association, a Colorado nonprofit corporation, has approved this First Amendment pursuant to Section 3.2 of the Declaration.

Fulford Building Association

By:_____

Name: _____

Title: _____

SURVEYOR'S CERTIFICATE

I, Michael J. Post, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this Condominium Map of Fulford Building, Units 101 and 102 fully and accurately depicts the improvements, including the condominium units and common elements, and identifies location, layout dimension, and horizontal and vertical boundaries; and that such map was prepared subsequent to substantial completion of the improvements, and that such map complies with, and contains all the information required by C.R.S. 38-33.3-209 and all other statues and regulations applicable to maps of condominium common interest subdivision.

EXECUTED this _____ day of _____, 20___.

_____
Michael J. Post
Professional Land Surveyor
State of Colorado PLS 30116

BOARD OF TRUSTEES CERTIFICATE

This Condominium Map approved by the Board of Trustees of the Town of Eagle, Colorado, this _____ day of _____, 20____, for filing with the Clerk and Recorder of Eagle County, Colorado, and for conveyance or dedication to the Town of the public dedications shown hereon: subject to the provisions that approval in no way obligates the Town of Eagle for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Board of Trustees of the Town of Eagle. Further, said approval in no way obligates the Town of Eagle for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Eagle's specifications and the Town of Eagle has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the Town of Eagle, unless otherwise specifically agreed to in writing by the Board of Trustees.

TOWN OF EAGLE, COLORADO

By:_____
Mayor

Witness my hand and seal of the Town of Eagle, Colorado.

ATTEST:_____
Town Clerk

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and

assessments due and payable as of _____upon all parcels of real estate described on this condominium map are paid in full.

Dated this _____ day of _____, 20____.

_____
Treasurer of Eagle County, Colorado

EAGLE COUNTY CLERK AND RECORDER CERTIFICATE

This Condominium Map was filed for record in the office of the Eagle County Clerk and

Recorder at _____ o'clock ____.M. on the _____day of

_____, 20____, and is duly recorded as

Reception No. _____.

EAGLE COUNTY CLERK AND RECORDER

By:_____
Deputy

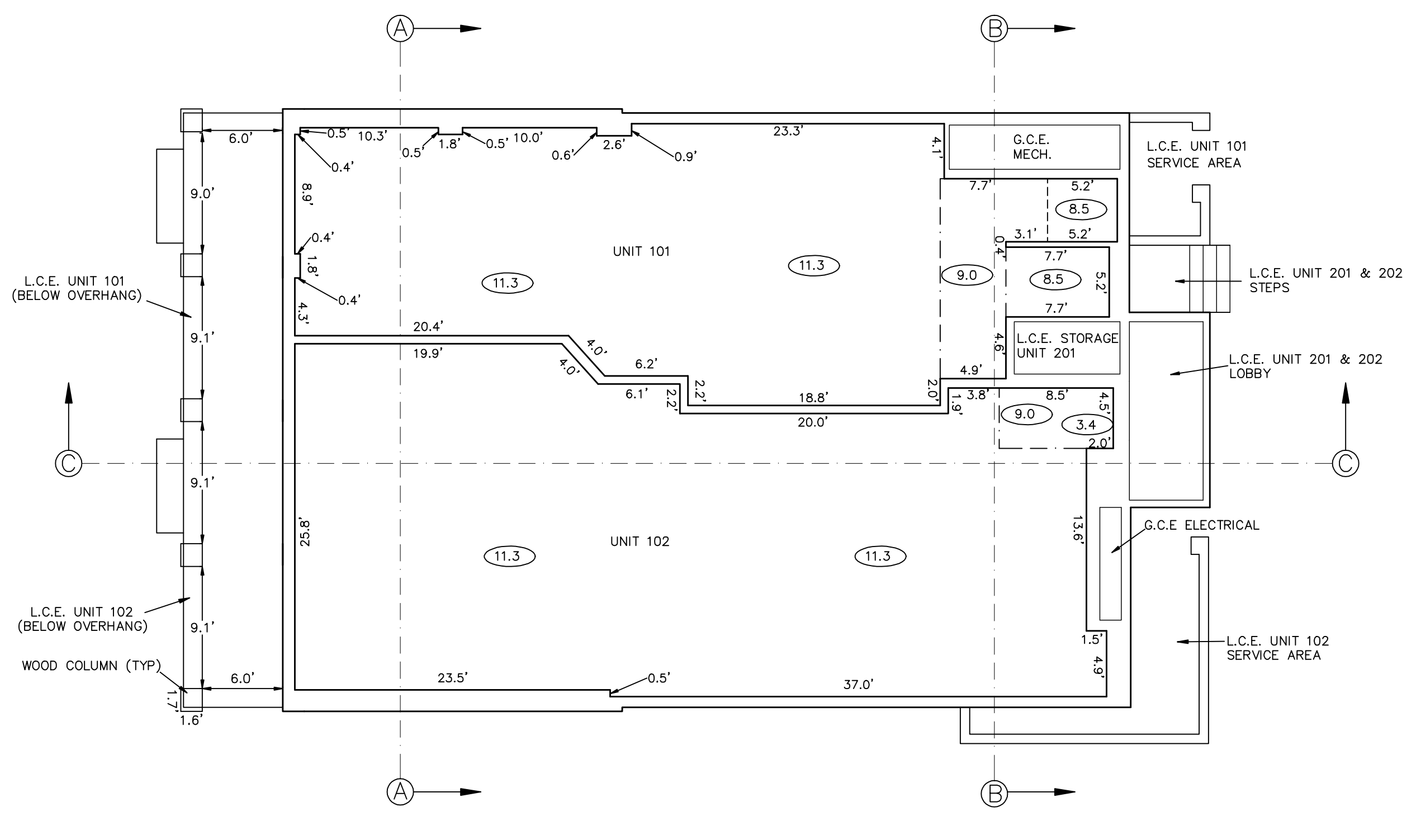
~~EAGLE VALLEY SURVEYING, INC.~~
41199 HIGHWAY 6 & 24, EAGLE-VAIL
P.O. BOX 1230
EDWARDS, CO. 81632
(970)949-1406

REVISED 2016/10/11

JOB NO. 2929.42
SHEET 1 OF 2

FIRST AMENDMENT TO THE FINAL PLAT AND CONDOMINIUM MAP

FULFORD BUILDING, UNITS 101 AND 102



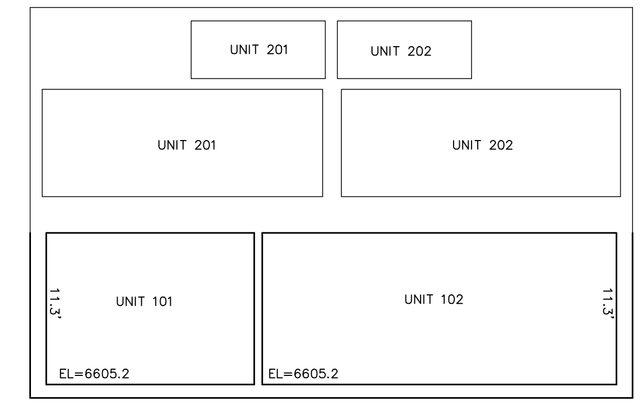
FIRST FLOOR

LEGEND

G.C.E. = GENERAL COMMON ELEMENT
L.C.E.. = LIMITED COMMON ELEMENT
(X.X) = CEILING HEIGHT ABOVE FLOOR
ALL WALLS SHOWN ARE GENERAL COMMON ELEMENT.
— — · — · — BREAK IN CEILING HEIGHT.
- - - - - - - - BREAK IN FLOOR ELEVATION.

AREAS

UNIT 101 1023 SQUARE FEET
UNIT 102 1396 SQUARE FEET



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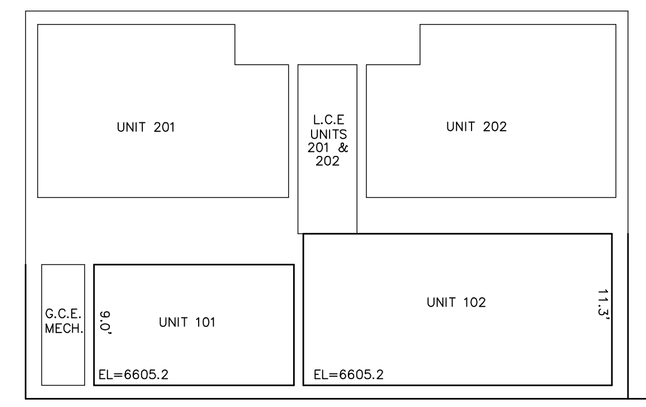

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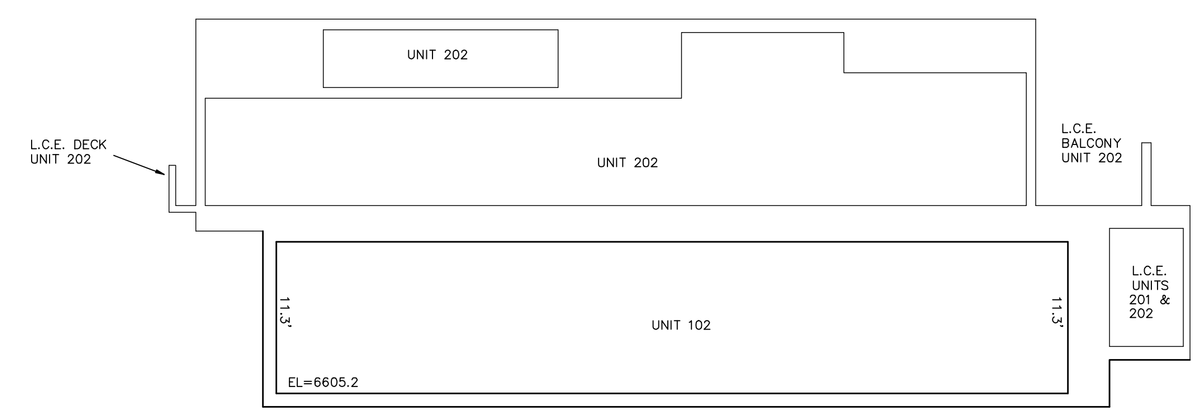

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~~EAGLE VALLEY SURVEYING, INC.~~
41199 HIGHWAY 6 & 24, EAGLE-VAIL
P.O. BOX 1230
EDWARDS, CO. 81632
970-949-1406

REVISED 2016/10/11

JOB NO. 2929.42
SHEET 2 OF 2

Resolution 2016 - 56

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO Supporting the Grant Application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund and the completion of Eagle River Whitewater Park.

WHEREAS, the Town of Eagle supports the Great Outdoors Colorado grant application for the Eagle River Whitewater Park. And if the grant is awarded, the Town of Eagle supports the completion of the project; and

WHEREAS, the Town of Eagle has requested $350,000 from Great Outdoors Colorado to construct the whitewater wave structures in the Eagle River and restore the banks and riparian areas according to the engineering design by S2o Designs.

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

Section 1: The Town Board of Trustees of the Town of Eagle strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.

Section 2: If the grant is awarded, the Town Board of Trustees of the Town of Eagle strongly supports the completion of the project.

Section 3: The Town Board of Trustees of the Town of Eagle authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 4: The project site is owned by Eagle County and will be owned by Eagle County for the next 25 years.

Section 5: The Town Board of Trustees of the Town of Eagle recognizes that as the recipient of a Great Outdoors Colorado Local Government grant the project site must provide reasonable public access.

Section 6: The Town Board of Trustees of the Town of Eagle will continue to maintain the Eagle River Whitewater Park in a high quality condition and will appropriate funds for maintenance in its annual budget.

Section 7: If the grant is awarded, the Town of Eagle hereby authorizes the Town Manager to sign the grant agreement with Great Outdoors Colorado.

Section 8: This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on November 15, 2016:

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibbin, Mayor

ATTEST: _____

Jenny Rakow, CMC
Town Clerk

DRAFT WATER RATE AND TAP FEE STUDY

TOWN OF EAGLE

November, 2016

Prepared by

SGM

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DRAFT WATER RATE AND TAP FEE STUDY

TOWN OF EAGLE

PREPARED BY

BAILEY LEPPEK, EI

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CHRIS LEHRMAN, PE

REVIEWED BY

SGM Project # 2011-318.002

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LIST OF ACRONYMS

Admin/O&M – Administrative and Operations and Maintenance

AF – Acre Feet

AWWA – American Water Works Association

CDPHE – Colorado Department of Health and Environment

CIP – Capital Improvement Plan

CWRPDA – Colorado Water Resources and Power Development Authority

DOLA – Colorado Department of Local Affairs

EA – Environmental Assessment

EIS – Environmental Impact Statement

EQR – Equivalent Residential Unit

GO Bond – General Obligation Bond

kgal – 1,000 gallons

LBWTP – Lower Basin Water Treatment

MGD – Million Gallons per Day

NEPA – National Environmental Policy Act

PRV – Pressure Reducing Valve

SEO – State Engineer's Office

SRF Loan – State Revolving Fund (Loan through the State's Water Pollution Control Revolving Fund)

TABOR – Taxpayer Bill of Rights

TMF – Technical/managerial/financial

USEPA – United States Environmental Protection Agency

1.0 Executive Summary

The purpose of this report is to propose options for financing construction of the Town's Lower Basin Water Treatment Plant (LBWTP), and to provide a rational basis for the Town to set its tap fees and water service rates such that the Town can maintain operations, fund necessary capital improvement projects, fund LBWTP debt payments, and maintain a target end-of-year reserve balance. All of the options and recommendations presented in this report are based upon input from the Town of Eagle Board of Trustees (Trustees).

1.1 LBWTP Financing Options

SGM recommends that the Town of Eagle seek a State Revolving Fund (SRF) loan, rather than a general obligation bond or a revenue bond. The low interest rates available with an SRF loan could produce a total cost savings of roughly $ 2M to $ 3M, making the SRF loan option worth the additional steps required. SGM recommends that the Town begin the application steps as soon as possible to meet the construction schedule.

1.2 Tap Fee Study

SGM calculated the fair, equitable, and rational tap fee to be $12,265 per equivalent residential unit (EQR) for 2017. The Town's current tap fee is $7,000 per EQR. SGM presented four options for annually increasing the current tap fee until it catches up with the calculated tap fee value (projected into future dollars by 3% to account for inflation). SGM recommends either Option 2 - raising the current tap fee by 13% annually until it catches up with the calculated tap fee in five years, or Option 3 – raising the current tap fee by $1,000 annually, which will catch up to the calculated tap fee in roughly 10 years.

Table 1-1: Current and Recommended Tap Fees (per EQR)

	Calculated 2017 Tap Fee *(3% annual increase thereafter)*	**Option 2** *(13% annual increase)*	**Option 3** *($1,000 annual increase)*
Current Tap Fee	$ 7,000	$ 7,000	$ 7,000
Tap Fee 2017	$ 12,265	$ 7,916	$ 8,000
Tap Fee 2022	$ 14,635	$ 14,635	$ 13,000
Tap Fee 2027	$ 16,966	$ 16,966	$ 18,000

1.3 Water Service Rate Study

Recommendation 1: Establish and Maintain a Reserve Balance

SGM recommends maintaining a $ 4M minimum reserve balance to allow the Town to maintain service levels despite short-term variability in expenditures and revenues. SGM recommends adjusting the minimum balance by 3% annually to account for inflation. The minimum reserve balance includes $ 2M for emergency reserves, $ 1M for Capital Improvements Reserve, and $ 1M for Operations and Maintenance Reserve.

Recommendation 2: Do Not Rely on Tap Fee Revenue to Fund Debt Payments

Because tap fee revenue depends on unpredictable growth, it is not a stable or reliable source of revenue. SGM recommends that the Town select a loan option for the LBWTP that does not include a substantial penalty for pre-payment. In this case, the Town can use revenue from tap fees as it comes in to pay off the loan early.

Recommendation 3: Change Rate Structure

1) **Start charging for water in Tier 1**

SGM recommends that Town of Eagle raise the cost of water in Tier 1 (first 6,000 gallons) to $3.00 per kgal for in-town customers and $4.50 per kgal for out-of-town customers. This cost is roughly equal to the cost of production. SGM recommends phasing in the Tier 1 rate increase over two years to reduce impact to the customer (up to $1.50 in 2017 and up to $3.00 in 2018).

2) **Add Tier 4 and move back the cutoff for Tier 3**

The exact proposed structure changes for Tiers 3 and 4 can be seen in **Figure 4-3**. The proposed rate structure changes are conservation minded.

Recommendation 4: Add a monthly plant surcharge

SGM recommends adding a monthly plant surcharge to each customer's water bill to fund debt service on the LBWTP loan, in addition to the other recommendations. SGM recommends a plant surcharge of $25 per month per customer, which is based on the annual debt service payments divided by the current number of customers. SGM recommends phasing this in over two years ($12.50 in 2017 and $25 in 2018). SGM recommends a surcharge because it is a stable revenue source, it is cleaner and easier for customers to understand, and it would have a sunset when the debt is paid off.

Alternatives

SGM presented four alternatives based on input from the Trustees to aid the Town in decision making. Each alternative has a different combination of water rate increases, rate structure changes, and addition of a plant surcharge. The alternatives range from Alternative 1 (no changes in rate structure or plant surcharge) to Alternative 4 (adopting all of SGM's recommendations in rate structure changes and plant surcharge).

Table 1-2: Summary of Recommended Alternative: Alternative 4

Year	Rate increase all tiers	Surcharge	Rate structure changes
2017	--	$12.50	Tier 1: $1.50 in-town / $2.25 out Change Tiers 2,3,4 per **Figure 4-3**
2018	--	$25	Tier 1: $3.00 in-town / 4.50 out
2019 - 2021	3.0%	$25	--
2022 on	2.0%	$25	--

SGM's recommendations for funding the necessary investments in Town infrastructure are intended to align with the Town's goals and policies, based on input from Town Staff and Trustees. These recommendations are intended for review and consideration by the Trustees and the public.

2.0 LBWTP Financing Options

This section presents an evaluation of two alternative approaches for financing the proposed construction of the Town's Lower Basin Water Treatment Plant (LBWTP) being undertaken to meet treated water capacity requirements. The construction of the LBWTP is planned for the spring of 2018. The two options are:

- Loan through the State's Water Pollution Control Revolving Fund (SRF Loan)
- Selling general obligation (GO) or revenue bonds

The following presents a brief description of the two alternatives. Advantages and disadvantages and a rough comparison of estimated financial impacts are presented below.

2.1 SRF Loan Option

To finance the LBWTP, the Town could borrow from the State's Water Pollution Control Revolving Fund. This is a federally-subsidized loan program, administered at the federal level by the United States Environmental Protection Agency (USEPA) and is available to public water utility providers nation-wide. SRF loans are typically 70% of the interest rate of traditional bonds. The program is administered at the state level in Colorado by several partnering agencies, including:

- Colorado Department of Public Health and Environment (CDPHE),
- Colorado Department of Local Affairs (DOLA), and
- Colorado Water Resources and Power Development Authority (CWRPDA).

For loans greater than $ 2.5M, applicants are required to participate in the "leveraged" loan program, where CWRPDA issues bonds to raise capital for a pool of projects. Bonds are issued twice annually for the leveraged loan program, once in the spring and again in the fall. Application dates thereby fall on January 15th and June 15th of each calendar year. Complete project designs must be submitted to CDPHE for review in advance of the loan application submittal. For this project, the Town would need to submit its design and loan application form by June 15, 2017.

There are a number of additional requirements with the SRF program, including applying for the water quality control division's project eligibility list (the Town is already on the eligibility list), submission of a pre-loan qualification form, a project needs assessment, a technical/managerial/financial (TMF) capacity assessment, and an environmental checklist, the review of which by CDPHE may require an Environmental Assessment (EA), which is an abbreviated Environmental Impact Statement (EIS), or a full-blown EIS. Based on schedule and cost considerations, a requirement to undertake an EA or an EIS would be another added step for the Town's proposed LBWTP project. The likelihood of an EA or EIS being required would need to be assessed at a meeting with SRF representatives early in the process (December 2016 /January 2017). The actual requirement for an EA or EIS would not become known until following submission of the project needs assessment and EA checklist (spring 2017).

In addition to the costs and time required to navigate the SRF application process, the use of federal funds on the project will trigger additional requirements and costs during construction. Most notably, these include the requirements under the Davis-Bacon Act and American Iron and Steel provisions of the EPA Consolidated Appropriations Act. The Davis-Bacon Act requires all contractors to be compensated equal to or greater than

federal wages for each position. In SGM's experience this does not affect the project a great deal because the cost of living is so high in the Rocky Mountains that employers are already paying sufficient wages. The American Iron and Steel provision requires that any material or product that is made up of over 50% by cost of iron or steel shall be made in America. This provision also does not affect the overall cost of the project a great deal because it mainly affects buried infrastructure such as water lines.

2.2 Bonding Options

Government Obligation Bonds – Mill Levy Backed Bonds

General obligation bonds are debt obligations issued by a governmental entity, such as the Town, and backed by a pledge of the entity's full faith and credit. GO bonds are secured by an unconditional pledge that the issuing government will, if necessary, levy unlimited taxes to repay the debt and is usually regarded by investors and rating agencies as the strongest form of bond security.

Therefore, interest rates on a GO bond are typically less than those for a revenue bond, which would be secured based on rates and fees. Transaction costs and interest rates with GO bond issues undertaken by individual utilities are generally higher than those through the subsidized SRF program, but there are far fewer administrative requirements. This would provide the Town with more control over the process and more flexibility.

However, a GO bond requires that the Town fund the debt service through a mill levy. SGM does not recommend that the Town seek funding through a mill levy for the following reasons:

- Voters would have to approve the mill levy, and it is likely that it would not be approved. If the mill levy is not passed, the Town would be behind one cycle for seeking an SRF loan or revenue bond.
- If more than 10% of revenue originates from taxes, then the Town's water fund would lose its enterprise status under the Taxpayer Bill of Rights (TABOR). This means that the Town must seek voter approval to issue a debt.

Revenue Bonds – Rate Backed Bonds

Revenue bonds distinguish themselves from general obligation bonds through their method of repayment; unlike GO bonds which rely on taxation, revenue bonds are guaranteed by the specific revenues generated by the issuer. Revenue bonds can be repaid by a surcharge, increase in rates or tap fees or a combination of the three. The interest rates are slightly higher than a GO bond because there is not a specific taxing mechanism to repay the debt. Revenue bonds do not require a vote; they are simply a funding mechanism through normal rates. Transaction costs and interest rates with a revenue bond issues undertaken by individual utilities are generally lower than a GO bond and similar to the subsidized SRF program.

Table 2-1 summarizes the various advantages and disadvantages of the SRF loans versus GO/revenue bonds. **Table 2-2** compares the cost of the two options.

Table 2-1: SRF vs Bond Options Advantages and Disadvantages

SRF Loan Option	Bond Option (GO or Revenue)
Advantages	
• Usually results in lower interest rate - approximately 70% of traditional bond. • More flexibility to change terms over the life of the repayment schedule. • Does not require an official statement. • The Town is already on the CDPHE eligibility list which will speed up the process. • If the debt service is to be paid for via service fees, a vote is not required.	• Fewer strings attached i.e. lack of Davis-Bacon, American Iron & Steel, etc. requirements . • Does not require NEPA/EA/EIS processes • Favorable climate now for municipal bonds, i.e. much demand for municipal bonds.
Disadvantages	
• Because public money both from state and federal agencies is involved, many strings attached (Davis-Bacon, American Iron & Steel, etc.) • Requires an environmental checklist, and possibly an EA. This will shine a light on Brush Creek, growth, etc., which could require an EIS. • Will open the door to other review agencies to weigh-in: Fish and Wildlife, State Engineer's Office (SEO), County, etc. • Higher costs during construction. • Davis - Bacon wages/payroll requirements, American Iron and Steel .	• High transactional cost, over which borrower has very little control, such as official statement, various fiduciary responsibilities, bond counsel costs, etc. • Higher interest rates. • Less flexibility to change terms in the future (e.g. extend payment period). • Can always refinance, but will include additional transactional costs.

Table 2-2: Cost Comparison SRF Loan vs Revenue Bond

Principal Components	SRF Loan	Revenue Bond
Base Project Costs	$ 18.90 M	$ 18.90 M
Down payment	$ 5.00 M	$ 5.00 M
Loan Amount	$ 13.90 M	$ 13.90 M
Financial Transaction Costs	$ 20 K	$ 70 K
App. Process (no EA or EIS)	$ 40 K	--
Davis-Bacon	$ 100 K	--
Amer. Iron & Steel	$ 25 K	--
Additional Costs	--	$ 124 K
Total	**$ 14.09 M**	**$ 14.09 M**
Estimated Financing Rate		
low	2.0%	2.9%
high	3.0%	4.3%
Payment Term, years	30	30
Annual Debt Service		
low	$ 0.62 M	$ 0.70 M
high	$ 0.71 M	$ 0.84 M
Total Loan Cost		
low	**$ 18.74 M**	**$ 21.00 M**
high	**$ 21.38 M**	**$ 25.07 M**
EQRs	2,500	2,500
Equivalent Monthly Payment Per EQR		
low	$ 20.82	$ 23.34
high	$ 23.75	$ 27.85

2.3 Recommendation

SGM recommends that Town of Eagle seek an SRF loan, and complete the loan application form by June 15, 2017. In order for the Town to meet the loan application deadline the pre-application form needs to be submitted by the start of 2017. Based on input from the Trustees, the cost savings associated with the low interest rates available with an SRF loan are worth the additional steps required. It is SGM's opinion that the additional steps required can be completed within the schedule for building the LBWTP.

3.0 Tap Fee Study

The purpose of this section is to provide information to the Town of Eagle on its water system tap fees, recommend updated tap fees based on a rational nexus, and to recommend a system for adjusting tap fees in the future. Tap fees are also referred to as water system impact fees or plant investment fees. For the remainder of this report, the terminology "tap fees" will be used to describe these utility impact fees.

The Town imposes tap fees on new development to offset the cost of the Town's wholesale water infrastructure. It is important that municipal water service providers charge an equitable amount and have a methodology of these fees so that they are rational, fair, efficient, and equitable to meet current and future anticipated conditions. These fees represent a significant funding source for the Town's wholesale infrastructure to ensure that development "pays its own way," and that development has a "buy-in" to the current infrastructure. The Town of Eagle also defines tap fees on its tap fee application as a "permanent reservation of water plant capacity and right to use water from the water system." At the same time, tap fees represent a significant expense to the development community that is reflected in the cost of housing and services in the community.

3.1 Background

Current Town of Eagle Tap Fees

The Town of Eagle charges a tap fee of $7,000 per Equivalent Residential Unit (EQR). An EQR is a unit of measurement equivalent to the water demand for a single family residential house. The Town has an EQR schedule which in general assesses number of EQRs based on lot square footage for single family residential, number of bedrooms / bathrooms for multi-family residential, and business type and size for commercial and non-residential. **Table 3-1** shows the resulting tap fee based on EQR schedule for several different types of single family residential properties.

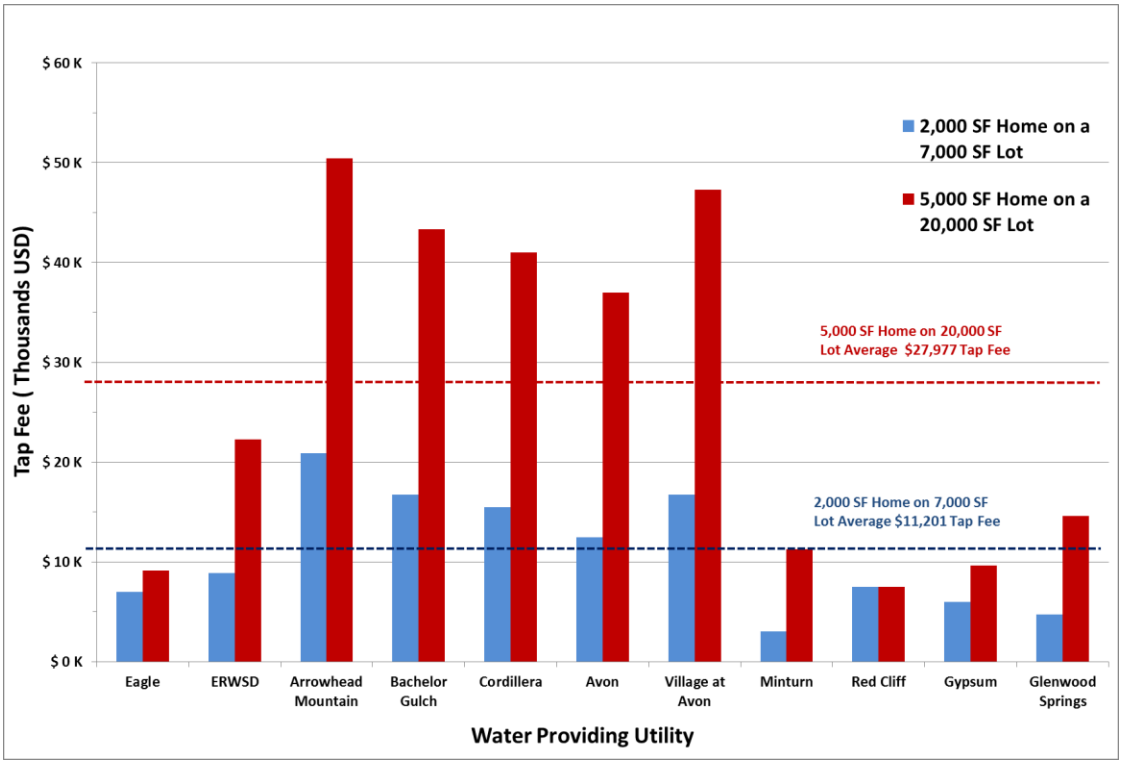
Table 3-1: Summary of Town of Eagle Tap Fee Price Structure

Lot Square Footage Range	EQRs	Unit Cost (USD)
6,000 - 8,000	1.0 EQR	$7,000
8,001 - 10,000	1.1 EQR	$7,700
10,001 - 12,000	1.2 EQR	$8,400
12,001 +	1.3 EQR	$9,100
ADU	0.2 EQR	$1,400
Local Employee Residence	0.5 EQR	$3,500

Eagle River Valley Tap Fees Comparison

Figure 3-1 shows the comparison of Eagle River Valley tap fees among different water service providers in the immediate area surrounding the Town of Eagle. The detailed basis and method of calculation for each of these municipalities' tap fees are shown in **Appendix A**.

Figure 3-1: Eagle River Valley Tap Fee Comparison



This bar graph summarizes Eagle River Valley tap fees for different water service providers, in different service locations. Tap fees are shown for homes of two typical sizes in the Town of Eagle.

The current tap fees for the Town of Eagle are considerably lower than average neighboring water providing utilities in the immediate area of the Eagle River Valley. One key difference from neighboring water utilities to the Town of Eagle is that neighboring water utilities tend to have a much larger difference between their smaller residential consumers (2,000 SF homes, as a proxy), and their larger residential consumers (5,000 SF homes, as a proxy).

Note that this comparison does not capture all elements that affect a tap fee, such as the relative cost of infrastructure for the population served. For example, the Town of Eagle has a relatively high system cost (70 miles of pipeline) for the population it serves. It is SGM's goal to establish this overall trend so that the Town can assess how their tap fees may be seen by the development community.

3.2 Rational Nexus

This report will provide commonly used methodology, known as a "*rational nexus*," along with the supporting factual information to allow the Town to modify and update the current tap fees.

Cost per EQR

The development of a rational nexus for tap fees requires developing a cost per unit of measurement. In this report, the unit of measurement will be one EQR. This cost per EQR will form the basis for a direct connection between the demand placed on Town infrastructure by water demand from new development, and the cost for the Town to provide the infrastructure necessary to meet this demand. This methodology for definition of an EQR has been established by the Town of Eagle, and is available on the Town's website. Review of the Town's methodology for definition of an EQR may be warranted in the future.

These EQR definitions for each property type can be and were used to provide apples-to-apples tap fee comparisons between municipalities, as not all water service providers define an EQR the same way.

SGM used this methodology as a basis to calculate tap fees for 2017 that are equitable to both the developer and the Town.

Rational Nexus based upon Town Policy

Before tap fees can be determined, each municipal entity should provide broad policy objectives to define the purpose of the fees. Examples of broad policy objective could include:

- Funding major capital improvements
- Paying for future infrastructure capacity/growth needs for a growing community
- Minimizing debt
- Equity recovery
- Maintaining the retained earnings and cash reserves to meet capital, or possible emergency needs of the utility
- Enabling affordable housing
- Minimizing monthly service fees

Legal Basis for Rational Nexus

The courts have established criteria necessary to justify tap fees. Historically, customers, homeowners, builders, and developers have questioned the amount and methodology for assessing tap fees. It is important for those involved with enterprise fund operations to understand what makes a tap fee system defensible or subject to challenge. This report will form the rational nexus to allow the Town of Eagle to adjust the current tap fees and comply with the industry standard legal process for setting these metrics.

Krupp v. Breckenridge Sanitation District

In Colorado, the Supreme Court's 2001 ruling in Krupp v. Breckenridge Sanitation District set precedence for the criteria under which tap fees are valid. This case involved a developer who challenged the Breckenridge Sanitation District in court for how a multi-family development was assessed impact fees. The developer claimed an unconstitutional takings and claimed that tap fees were unfairly determined. In other parts of the country, courts have held that there is a "rational nexus between the fee and the impact of the proposed development". Ultimately, the Colorado Supreme Court ruled in favor of the Breckenridge Sanitation District. The criteria the court used in the ruling included the following key criteria:

- Is there a clear underlying philosophy for the fee and is the fee legally implemented?
- Is the basis for class distinctions rational and fair?
- Did competent independent experts perform the tap fee study?
- Was the database used pertinent and was the analysis correctly done?
- Were the fee design and resulting rates rational?

In its ruling, written by Justice Gregory Hobbs Jr., the Colorado Supreme Court reviewed and commented on the criteria for the establishment of valid tap fees. The court issued the following findings on each criterion in this case:

- The District had a clearly defined policy, properly enacted, that growth would not be subsidized by existing customers.
- The tap fee is authorized under state law.
- Its assessment schedule distinguishes fairly between different types of developments.
- The District commissioned an independent expert to evaluate its conversion schedule and assessments.
- The experts report confirmed the validity of the customer type service distinction and found that multi-family development units, in this case, temporary rental units, have higher peak-flow requirements than single family units.
- The conversion units used to determine fees were reasonably based on the reports analyses.
- The tap fees fell within the justifiable range of fees as provided by the reports methodology.
- The District's fees were rational.

This analysis of tap fees will establish a rational nexus, using the Town's current EQR definitions and EQR estimating worksheets, and cost estimates for its wholesale infrastructure. This report will provide the Town of Eagle a rational basis for setting tap fees.

3.3 Methodology

Buy-In, Incremental, and Hybrid Methods

Tap fees can be calculated with the Buy-In, Incremental, or Hybrid method. The Buy-In method assesses original capital cost of system assets. The Incremental method assesses future capital costs of growth related projects, or future replacement costs. Future replacement costs are more expensive than original costs due to the time value of money. Replacing infrastructure around existing development includes costs that the original construction does not, such as replacing asphalt, moving utilities, redirecting traffic, etc. The Hybrid method assesses a combination of costs of existing infrastructure and future projects. This analysis utilizes the Hybrid method, which is suitable for the Town of Eagle, because it is a mature utility with much existing infrastructure and modest growth expectations.

Wholesale Infrastructure

In this method, tap fees pay for the wholesale infrastructure that benefits the entire community, and not the retail facilities that are dedicated by the development community or individual users. Wholesale infrastructure is defined as that infrastructure which the entire customer base relies upon for water service. SGM has determined appropriate costs based on input from the Town of Eagle and the Fixed Asset Inventory that was provided. **Table 3-2** shows the overview of categorized wholesale fixed assets from the Town of Eagle that SGM used to calculate recommended tap fees.

What Is Included:

- Land (for water treatment plant, tanks, etc)
- Easements
- Water Rights
- Water Tanks
- Pump Stations
- PRVs
- Water Treatment Plant
- Treated Water Distribution Line (10"-24")

What Is Not Included:

- Water service lines that serve customers directly, that are 8 inches in diameter or smaller. These are defined as retail infrastructure.
- Raw water system infrastructure
- Cost of LBWTP –
  The cost of the LBWTP which will benefit all existing and future customers will be paid for through service fees, while tap fees recognize existing infrastructure that existing customers already paid for. Tap fees are not being used to fund construction of the Town of Eagle's new LBWTP. This is why the proposed fixed assets for the LBWTP are not included in the Categorized Wholesale Fixed Assets. We are using tap fees as an equitable buy-in to the existing system. Once the LBWTP is constructed and completely paid for and is then part of the existing system, tap fees can be re-calculated to include this infrastructure cost.

3.4 Costs

Table 3-2 gives an overview of the fixed assets that are considered wholesale and are to be included. Water line costs were based on the replacement cost of these assets, using historical costs of replacement. Costs of all other infrastructure were based on installation costs from the Fixed Asset Inventory that the Town provided, converted to 2017 dollars based on a standard inflation rate. The tap fee on a per EQR basis is calculated as the total value of wholesale infrastructure divided by the number of EQRs at buildout, 5,000 EQRs which was provided by Town Staff as a conservative target.

Table 3-2: Overview of Categorized Wholesale Fixed Assets and Replacement Costs

Categorized Wholesale Fixed Assets	Replacement Cost in 2017 Dollars
Land	$ 0.1 M
Easements	$ 0.1 M
Water Rights	$ 10.6 M
Water Tanks	$ 7.2 M
Pump Stations	$ 0.5 M
PRVs	$ 0.3 M
Water Treatment Plant	$ 23.1 M
Treated Water Distribution Line (10"-24")	$ 19.3 M
Total Value of Wholesale Infrastructure	**$ 61.28 M**
EQRs at Buildout	**5,000 EQRs**
Tap Fee per EQR	**$ 12,265**

Appendix B is a more detailed inventory of wholesale infrastructure and present day costs. An itemized list of wholesale infrastructure and present day costs is included in **Table A - 1**. An itemized list of tanks is included in **Table A - 2**. An itemized list of booster pump stations is included in **Table A - 3**. An itemized list of PRVs is included in **Table A - 4**. An itemized list of the distribution pipeline by length and approximate date installed is included in **Table A - 5.**

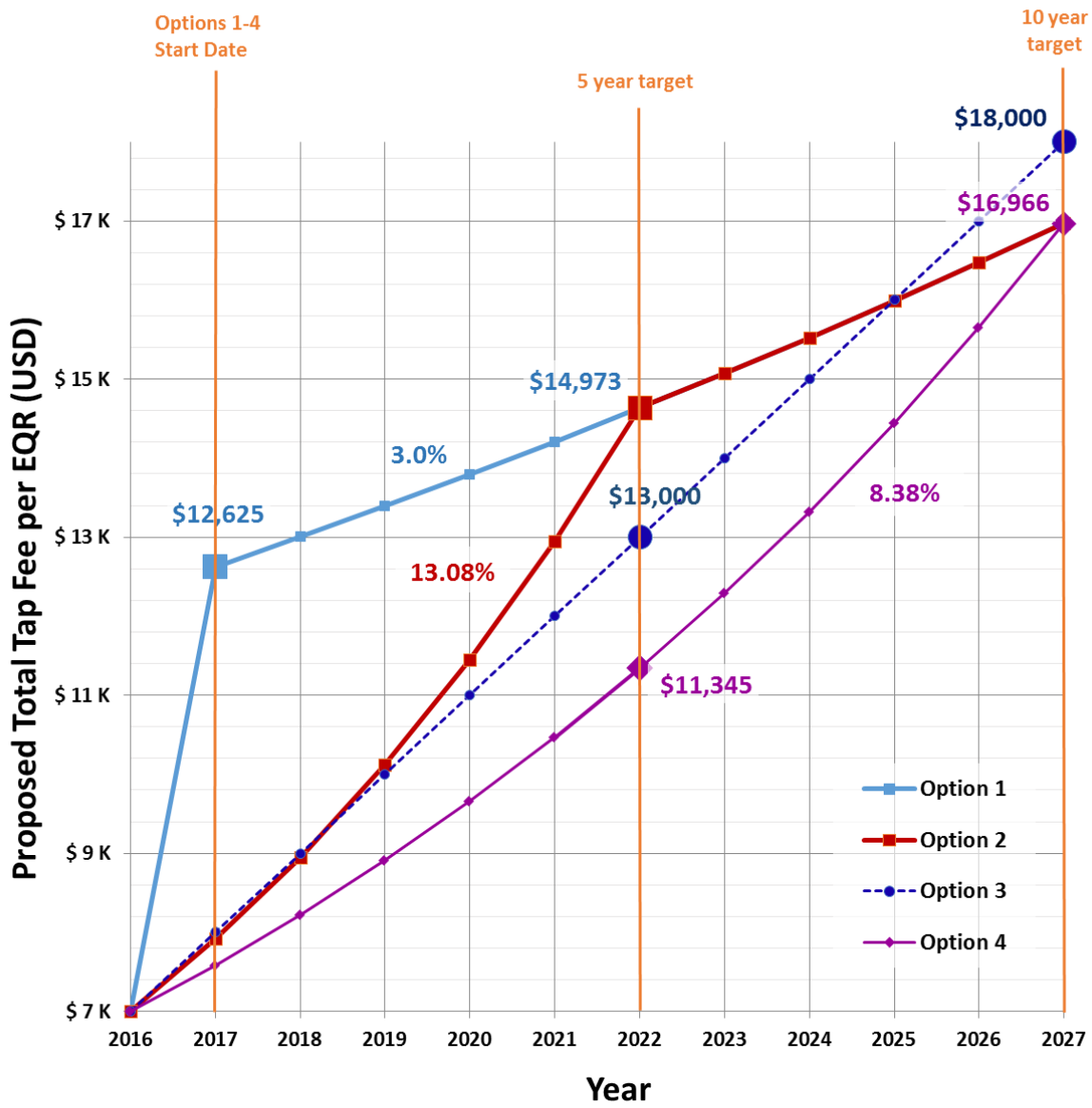
3.5 Tap Fee Options

The baseline for all of the options is the calculated fair tap fee for 2017 ($ 12,265 / EQR), extrapolated past 2017 using an average annual 3% to account for inflation. Historically in Western Colorado the consumer price index (CPI) average is 3%[1] per year.

All four tap fee options end up at or near the same tap fee in ten years, but have different annual increases to achieve that goal. The four options that are recommended were based on feedback from the Trustees at two separate workshops. Of the four recommended options, two options raise the tap fees to meet the 5-year target (Year 2022), and two options raise the tap fees to meet the 10-year target (year 2027). Both of the options which meet the 5-year target also meet the 10-year target. All four recommended options are presented in **Figure 3-2**, with descriptions of each option below the graph.

[1]Unites States Department of Labor, Consumer Price Index: average 2001-2010, CWUR0300SA0

Figure 3-2: Recommended Tap Fee Increase Options for the Town of Eagle



Option 1: 185% jump to 2017 recommended tap fee ($12,625).
3% annual increase thereafter.

Option 2: Annual 13.08 % increase until 5 year target met.
3% annual increase thereafter.

Option 3: Annual increase at a set annual amount of $1,000 per year until 2027.
3% annual increase thereafter.

Option 4: Annual 8.38 % increase until 10 year target met.
3% annual increase thereafter.

Comparison of the Four Options

Table 3-3 shows the total tap fee revenue resulting from each of the options, assuming new development of 20 EQRs per year. The assumption of 20 EQRs growth per year is conservative based on historical growth trends in the Town. The revenue sums given are for 2017-2021, 2022-2026, and are then both summed from 2017-2026, in total. The purpose of this step-by-step calculation is to show how the tap fees produce revenue versus time within each of the four recommended options. Following these sums, is a valuation of the percent difference upon a baseline of Option 4, the option with the lowest overall tap fee revenue ($2.24 M).

Table 3-3: Comparison of Equity Recovery from the Four Recommended Tap Fee Increase Options

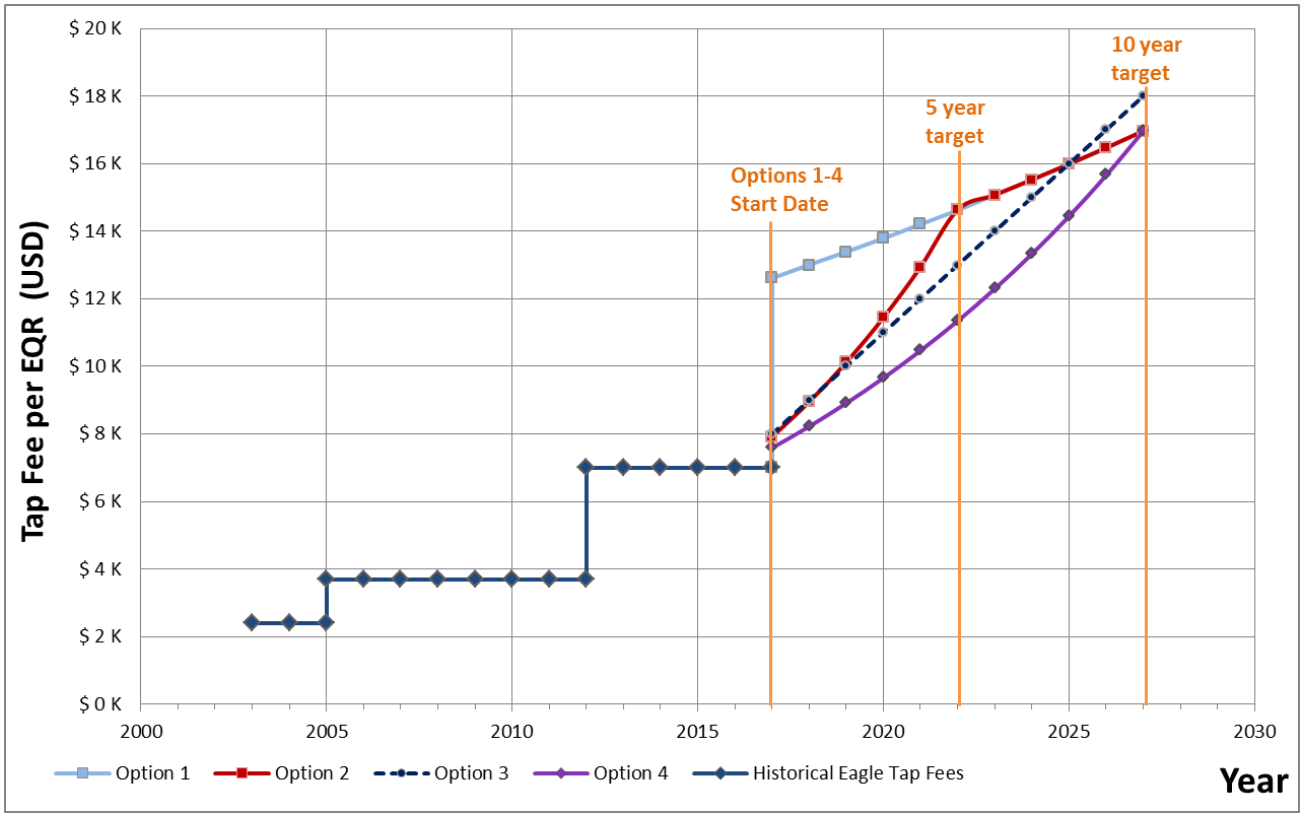
	Option 1	Option 2	Option 3	Option 4
Cumulative Revenue EOY 2017-2021	$ 1.34 M	$ 1.03 M	$ 1.00 M	$ 0.90 M
Cumulative Revenue EOY 2022-2026	$ 1.55 M	$ 1.55 M	$ 1.50 M	$ 1.34 M
Cumulative Revenue EOY 0-10	$ 2.89 M	$ 2.58 M	$ 2.50 M	$ 2.24 M
% Difference from Option 4	29%	15%	12%	0%

*Totals for each option based upon estimate of 20 new EQRs/year.

Evaluation of the Tap Fee Options in Historical Context

Figure 3-3 is a graph of the historical Town of Eagle tap fees for a one EQR in-town residence, as assessed previously. The purpose of this graph is to highlight how tap fees have changed over time, and to see how the recommended tap fees for the Town of Eagle compare in a historical context.

Figure 3-3: Town of Eagle Historical and Recommended Future Tap Fee Options (per EQR)



3.6 Recommendations

SGM recommends either Option 2 or Option 3 to the Town of Eagle, because they both balance tap fee revenue with impact to the development community, and based on Trustee input. Options 2 and Option 3 have similar tap fee revenue amounts of $2.58 M and $2.50 M, respectively.

SGM does not recommend of Option 4, due to its tap fee revenue being the lowest of the four options. Although Option 1 most immediately meets the calculated equitable tap fee in 2017, and has the highest overall tap fee revenue ($2.89 M), SGM perceives that its stark tap fee jump of 185% is too quick and too much of a shock to the development community. SGM believes this change will not be viewed in a positive light and could hinder future development, based on input from Town Trustees. SGM believes that Options 2 and 3 will not be perceived as such a large shock to the development community, compared to Option 1.

Figure 3-4 details the proposed tap fee Options 2 and 3 by year.

Figure 3-4: Recommended Tap Fee Options 2 and 3

Current In-Town w/out ADU, with 6,000-8,000 SQFT Lot Tap Fees:			$ 7,000
Proposed Tap Fee Increase Options			
	BOY	Option 2	Option 3
		13.08%	$1,000
Last Year	2016	$7,000	$7,000
	2017	$7,916	$ 8,000
	2018	$8,951	$ 9,000
	2019	$10,122	$ 10,000
	2020	$11,445	$ 11,000
	2021	$12,942	$ 12,000
5-Year Goal Tap Fee	**2022**	**$14,635**	**$ 13,000**
	2023	$15,074	$ 14,000
	2024	$15,527	$ 15,000
	2025	$15,992	$ 16,000
	2026	$16,472	$ 17,000
10-Year Goal Tap Fee	**2027**	**$16,966**	**$ 18,000**
		Fixed Percentage	Annual Fixed Amount

SGM presents tap fee values for each option projected past five years; however, SGM recommends reassessing the SDFs every three to five years, depending on growth.

4.0 Water Service Rate Study

SGM recommends revenue targets to maintain operations, fund necessary capital improvement projects, fund debt payments with a secure source of revenue, and maintain a target end-of-year reserve balance based on input from the Town Trustees. The following section includes a summary of current and future expenditures and sources of revenue associated with Town operations. SGM assesses the current water service rates and presents four revenue alternatives to meet Town goals. Each alternative has a different combination of water service rate increases, rate structure changes, and addition of a plant surcharge.

4.1 Existing Water and Sewer Service Rate Summary

The existing rate structure includes a customer base fee which is assessed for in-town vs. out-of-town, with an accessory dwelling unit (ADU) vs. without an ADU, and commercial vs. residential.

The Town of Eagle's water consumption rate structure uses an increasing block model. The 2016 rate structure is shown in **Figure 4-1.**

Table 4-1 and **Table 4-2** show the exact monthly base fee charges and consumption charges for each customer type for 2013 – 2016, and summarize previous rate increases.

Table 4-3 shows the percent of metered water currently used by each customer type within each tier, and **Table 4-4** shows the percent of revenue the Town currently receives from each customer type within each tier.

A summary comparing water service rates for Town of Eagle to other districts and towns in the Eagle River Valley, updated October 2016, is shown in **0.**

Table 4-1: In-town Water Service Fees 2013 - 2016

In-town Service Fees						
Customer Type	Usage Block (gal)	**Service Fee**				
		2013	2014	2015	2016	Units
Residential without ADU	Base Fee	$ 26.45	$ 29.10	$ 32.01	$ 33.61	$/Month
	0-6,000	$ -	$ -	$ -	$ -	$/kgal
	6,001-28,000	$ 4.95	$ 5.45	$ 6.00	$ 6.30	$/kgal
	> 28,000	$ 6.40	$ 7.05	$ 7.76	$ 8.15	$/kgal
Residential with ADU	Base Fee	$ 33.20	$ 36.50	$ 40.15	$ 42.16	$/Month
	0-8,000	$ -	$ -	$ -	$ -	$/kgal
	8,001-28,000	$ 4.95	$ 5.45	$ 6.00	$ 6.30	$/kgal
	> 28,000	$ 6.40	$ 7.05	$ 7.76	$ 8.15	$/kgal
Commercial, Government, Schools, and Churches	Base Fee	$ 26.45	$ 29.10	$ 32.01	$ 33.61	$/Month
	0-6,000	$ -	$ -	$ -	$ -	$/kgal
	> 6,000	$ 4.95	$ 5.45	$ 6.00	$ 6.30	$/kgal
% Increase from previous year		**5%**	**10%**	**10%**	**5%**	**%**

Table 4-2: Out-of-town Water Service Fees 2013 - 2016

Out-of-town Service Fees						
Customer Type	Usage Block (gal)	**Service Fee**				
		2013	2014	2015	2016	Units
Residential without ADU	Base Fee	$ 39.70	$ 43.65	$ 48.02	$ 50.42	$/Month
	0-6,000	$ -	$ -	$ -	$ -	$/kgal
	6,001-28,000	$ 7.40	$ 8.15	$ 8.97	$ 9.42	$/kgal
	> 28,000	$ 9.60	$ 10.55	$ 11.61	$ 12.19	$/kgal
Residential with ADU	Base Fee	$ 49.80	$ 54.82	$ 60.28	$ 63.29	$/Month
	0-8,000	$ -	$ -	$ -	$ -	$/kgal
	8,001-28,000	$ 7.40	$ 8.15	$ 8.97	$ 9.42	$/kgal
	> 28,000	$ 9.60	$ 10.55	$ 11.61	$ 12.19	$/kgal
Commercial, Government, Schools, and Churches	Base Fee	$ 39.70	$ 43.65	$ 48.02	$ 50.42	$/Month
	0-6,000	$ -	$ -	$ -	$ -	$/kgal
	> 6,000	$ 7.40	$ 8.15	$ 8.97	$ 9.42	$/kgal
% Increase from previous year		**5%***	**10%**	**10%**	**5%**	**%**

* Note, increase in 2013 was 5% except for a 10% increase for rates for Out-of-town Residential with ADU

Figure 4-1: 2016 Town of Eagle Existing Water Rate Tier Structure

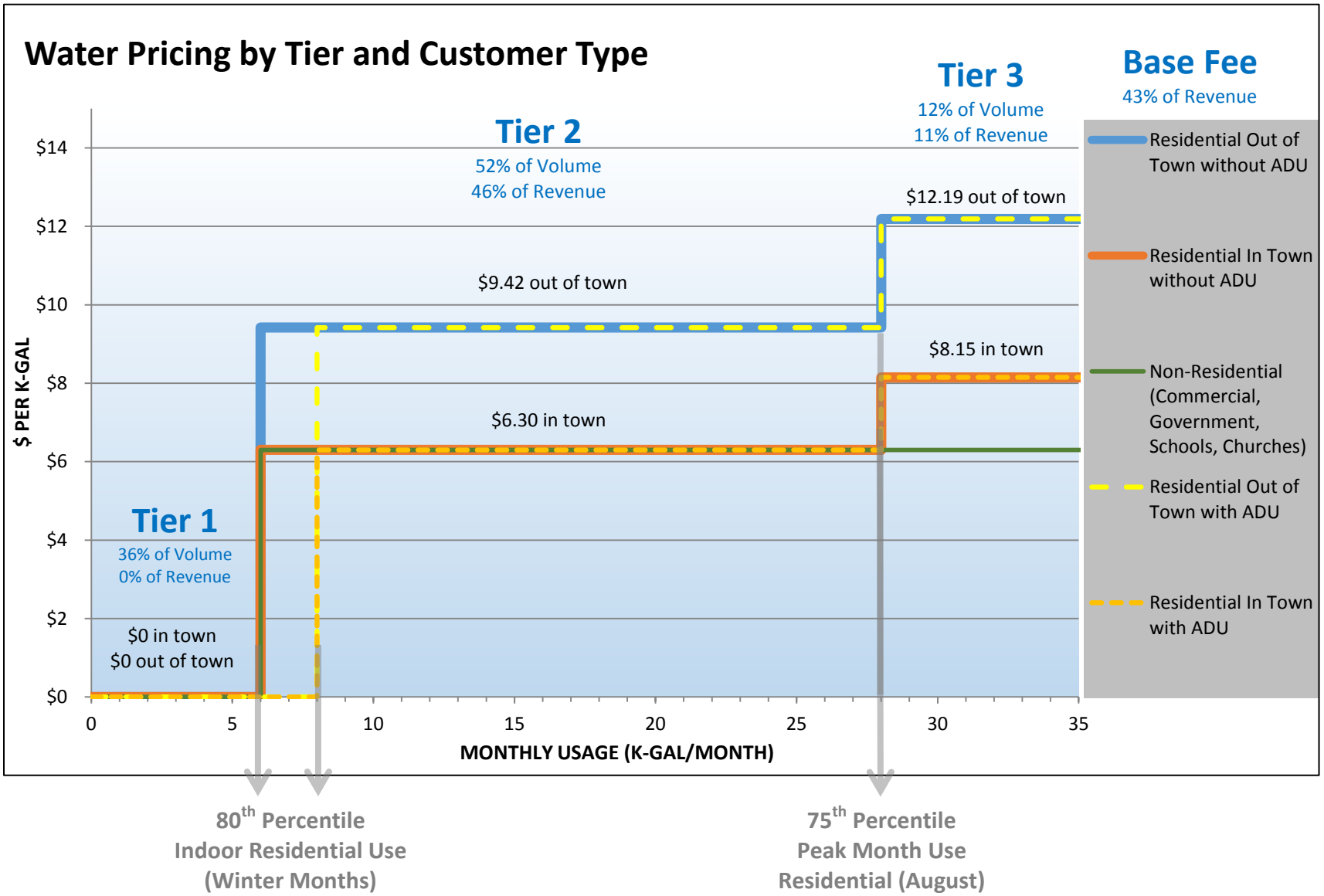


Table 4-3: Representative Estimate of 2016 Billed Metered Water Volume

Customer Type	Billed Metered Water Volume in Each Category * (Million Gallons per Year) *Percentage of Total Volume*			
	Tier 1	**Tier 2**	**Tier 3**	**Total**
Residential In-town without ADU	85 *25%*	77 *22%*	29 *8.5%*	**191** ***55%***
Residential In-town with ADU	7.9 *2.3%*	6.0 *1.7%*	2.0 *0.6%*	**16** ***4.6%***
Commercial, Government, Schools, Churches	13 *4%*	86 *25%*	0.0 *0%*	**99** ***29%***
Residential Out-of-town without ADU	16 *4.7%*	11 *3.3%*	2.0 *0.6%*	**30** ***8.6%***
Residential Out-of-town with ADU	0.0 *0%*	0.0 *0%*	0.0 *0%*	**0.0** ***0%***
Town Properties	0.7 *0.2%*	1.4 *0.4%*	7.8 *2.2%*	**9.9** ***2.9%***
Total	**123** ***36%***	**182** ***52%***	**41** ***12%***	**346** ***100%***

** Note: Based on 2015 metered water usage.*

Table 4-4: Representative Estimated of Revenue Generated By 2016 Water Rates

Customer Type	Estimated Annual Revenue Generated in Each Category (Dollars) * *Percentage of Total Revenue*				
	Base Fee	**Tier 1**	**Tier 2**	**Tier 3**	**Total**
Residential In-town without ADU	$ 727 K *27%*	$ - K *0%*	$ 515 K *19%*	$ 253 K *9%*	**$ 1.49 M** ***56%***
Residential In-town with ADU	$ 61 K *2.3%*	$ - K *0%*	$ 40 K *1.5%*	$ 17 K *0.7%*	**$ 0.12 M** ***4.4%***
Commercial, Government, Schools, Churches	$ 149 K *6%*	$ - K *0%*	$ 574 K *21%*	$ 0 K *0%*	**$ 0.72 M** ***27%***
Residential Out-of-town without ADU	$ 208 K *7.7%*	$ - K *0%*	$ 115 K *4.3%*	$ 26 K *1.0%*	**$ 0.35 M** ***13%***
Residential Out-of-town with ADU	$ - K *0%*	$ - K *0%*	$ - K *0%*	$ - K *0%*	**$ - M** ***0%***
Town Properties	$ - K *0%*	$ - K *0%*	$ 0 K *0%*	$ - K *0%*	**$ - M** ***0%***
Total	**$ 1.14 M** ***43%***	**$ - M** ***0.0%***	**$ 1.24 M** ***46%***	**$ 0.30 M** ***11%***	**$ 2.69 M** ***100%***

** Note: Based on 2015 metered water usage.*

4.2 Expenditures

Table 4-5: Annual Modeled Expenditures Summary

Expense Category	Annual Expense 2016	Annual Increase (%)
Operations and Maintenance	$ 1.25 M	5%
One Time Increase in O&M for LBWTP Operations	$ 0.33 M *(When LBWTP is complete)*	5%
Admin. Charges to General Fund	$ 60 K	3%
Capital Improvement Plan (CIP)	Based on CIP schedule $ 0.98 M in 2016	2.7 %
Debt Service – Future LBWTP Bond (2018 – 2047)	$ 0.71 M *(Starts in 2018)*	None
Debt Service – 2004 Bond (Through 2024)	$ 0.27 M	None
Debt Service – CWCB Loan (Through 2020)	$ 11 K	None
Total Expenses 2016	**$ 2.57 M**	

Operations and Maintenance (O&M)

O&M expenditures include personnel services, supplies (including chemicals), and purchased services. 2016 O&M expenditures are based on the Town's 2016 budget.

SGM estimates that there will be a jump in O&M costs when the LBWTP construction is complete. The additional costs are estimated to be $ 0.33 M in 2017 dollars.

The Town has found that an annual increase of 5% for O&M costs is appropriate to account for inflation and other factors. Administrative charges to the general fund are scaled by 3% per year, based on historic CPI in Western Colorado as described previously.

Capital Improvement Plan (CIP)

The Town of Eagle provided a detailed CIP, included as **0**. Projects include the LBWTP costs, scheduled water line replacements, and other projects. The Town scales these by 2.7% per year to account for inflation.

Debt Service – Future LBWTP Bond

Debt service for the LBWTP makes several assumptions:

- Reserve funds available at the end of 2017 are used toward a down payment on the loan (used toward the total $ 18.9 M needed).
- The loan begins in 2018 with a payback period of 30 years.
- The financing rate is 3.0% (conservative estimate for a rate on an SRF Loan, as shown in **Table 2-2**).

Debt Service – 2004 Bond and CWCB Loan

The 2004 bond was a GO bond for construction of the Upper Basin Water Pre-Treatment Plant plus. The Town also has an existing payment on a CWCB loan.

4.3 Revenues

Table 4-6: Annual Modeled Revenues Summary

Revenue Category	Annual Revenue 2016	Annual Increase (%)
Water Sales – Water Service Rates	$ 2.69 M *($2.34 M In-town* *$0.35 M Out-of-town)*	Varies by alternative, see **Section 4.5**
Tap Fees (Plant Investment Fees)	$ 0.25 M in 2016 Not relied upon in future years	Not applicable
Bond Proceed (one time) *60% in 2018, 40% in 2019*	$8.07 M in 2018 $5.38 M in 2019	None
Water Materials / Other	$ 15 K	3%
Service Charge (late fees)	$ 22 K	3%
Reimbursables (meters)	$ 35 K	3%
Water Interest & Water Rights Interest	$ 14 K	3%
Total Revenues 2016	**$ 3.02 M**	

Water Service Rates

2016 water service rates revenue is based on SGM's Rate Revenue Model, rather than 2016 budget. Future revenues from services fees are scaled by new accounts. Eagle expects 20-30 new accounts per year. SGM assumed 20 for projecting increased revenue from water service rates, as a conservative estimate based on Town Staff input. It was assumed that new development will keep the same distribution of accounts in-town vs. out-of-town (87% in-town, 13% out-of-town).

Tap Fees

Revenue from tap fees for 2016 is based on Eagle's 2016 budget. Some large developments are scheduled within the next 5 years which may bring in revenue from prepaid tap fees. However, the schedule of these developments and the resulting revenue from pre-paid tap fees are uncertain.

Tap fee revenue is not a stable or reliable source of revenue. Tap fee revenue is dependent on the state of the economy. For example, the Town of Eagle received 193 permits with a tap fee in 2005, and only 2 in 2010. SGM does not recommend relying on tap fee revenue to meet debt payments. As a result, revenue from tap fees was not included in future modeled revenues. Required rate increases were calculated such that the Town of Eagle can pay its debt service without tap fee revenue.

Loan Revenue

It is assumed that the revenue from the bond will come in in two years, 60% in the first year (2018) and 40% in the second year (2019).

Other

Revenues from this category are based on the 2016 budget. This category includes other budget line items: water materials, service charges (late fees and other fines), reimbursables (items that are included in O&M expenses, but for which Eagle recovers costs), water interest, and water rights interest.

All these revenues are scaled by 3% per year based on historic CPI in Western Colorado[2].

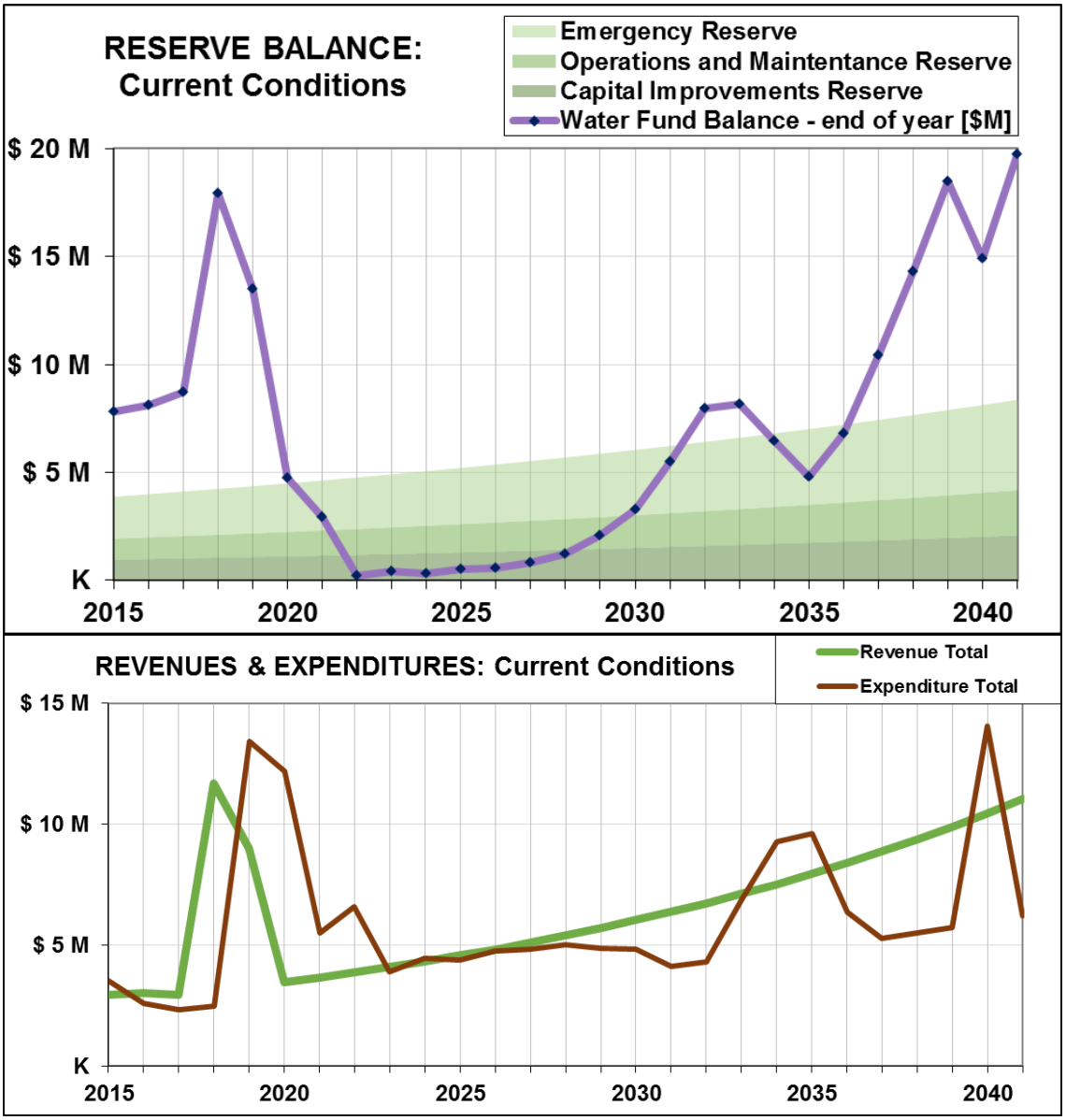
[2]Unites States Department of Labor, Consumer Price Index: average 2001-2010, CWUR0300SA0

4.4 Expenditure / Revenue Comparison

Current conditions include annual 5% rate increases without changing the rate structure and without implementing a plant surcharge (a monthly surcharge added to each customer's bill to cover debt service on the LBWTP loan). **Figure 4-2** shows that more revenue from service fees and/or a surcharge is required to allow the Town to make the recommended investments in infrastructure and to cover annual increases in administrative and O&M expenses, while maintaining an acceptable reserve balance.

If the Town continues to implement 5% annual rate increases, the average monthly bill for a residential in-town customer will reach $200 by 2044. The average monthly bill for current conditions compared to the four rate revenue alternatives is shown in **Figure 4-4.**

Figure 4-2: Comparison of Revenues and Expenditures and Resulting Reserve Balance under Current Conditions (5% Rate Increases, No Surcharge)



4.5 Recommendations

SGM recommends that the Town's rates be adjusted to ensure that sufficient funds are available to support recommended capital improvements and O&M expenses. In order to develop rate recommendations, SGM created or modified the following tools which the Town can adapt for use in future rate analyses:

- **Water Service Rate Revenue Model:**
  The purpose of this calculator is to project water service rate revenue due to proposed changes in water pricing and rate structure. SGM used monthly customer billing records from 2015 (provided by the Town) to estimate the amount of water used by each customer. This calculator is used to estimate revenue generated by changes to the water rate structure, including base fees, usage tier separations, and water consumption charges within each tier.

- **Cash Flow Model:**
  SGM modified the Town of Eagle's Water Model from the 2011 rate study to create a cash flow model with the four rate increase alternatives. This Microsoft Excel model projects expenditures and revenues as described in **Sections 4.2 and 4.3,** and calculates how each of the four modeled alternatives affects the reserve balance from 2015 through 2050.

In addition to the development and use of the calculators described above, other rate recommendations are made based on industry standards, input from the Town Trustees, and anticipated customer preference.

Recommendation 1: Establish and Maintain a Reserve Balance

The level of reserves maintained by the utility is an important financial policy decision. Reserves allow a utility to maintain service levels despite short-term variability in expenditures and revenues. Based on input from the Trustees, SGM recommends that the Town maintain a minimum end of year reserve balance of $ 4.0 M in 2017 dollars, which consists of:

- **$ 2.0 M Emergency Reserve**

  An emergency reserve is maintained to address unforeseen emergencies such as fire, flooding, tornado, etc. The level of emergency reserve balance is based on the single largest piece of infrastructure that could fail at a single point in time. SGM recommends $2 Million to cover costs associated with major water storage tank repair/replacement (which is the Town's most expensive single component / piece of equipment).

- **$ 1.0 M Capital Improvements Reserve**

  Industry-standard reserve recommendations typically include a component intended to allow a utility to maintain consistent implementation of mission-critical capital improvement projects through various economic cycles.

  $ 1.0 M is approximately equal to the average annual capital improvements spending according to the Town's CIP Schedule.

  This amount also allows for equalization of revenues versus capital project expenditures throughout the year. The full revenue will not come in until the end

of the year, but Town of Eagle should have enough in its reserve account to start capital improvement projects at the beginning of the year.

- **$ 1.0 M Operations and Maintenance Reserve**

  This is equal to approximately 9 months of O&M expenses. This allows the Town of Eagle to continue operations even if revenues from water sales are low (for example, during a drought), or if the Town is unable to collect certain revenues.

- **3% annual increase in minimum reserve balance**

  The 3% annual increase accounts for inflation.

Recommendation 2: Do Not Rely on Tap Fee Revenue to Fund Debt Service Payments

As mentioned in **Section 4.3**, tap fee revenue is not a stable or reliable source of revenue. Tap fee revenue is dependent on the state of the economy. For example, the Town of Eagle received 193 permits with a tap fee in 2005, and only two in 2010. SGM does not recommend relying on tap fee revenue to meet debt payments. Revenue from tap fees was not included in future modeled revenues. Required rate increases were calculated such that the Town of Eagle can pay its debt service without tap fee revenue.

SGM recommends that the Town select a loan option for the LBWTP that does not include a substantial penalty for pre-payments. In this case, the Town can use revenue from tap fees as it comes in to pay off the loan early.

Recommendation 3: Change Rate Structure

SGM recommends two rate structure changes based on input from the Trustees. The new recommended rate structure is shown in **Figure 4-3**.

1) Start charging for water in Tier 1

SGM recommends that Town of Eagle raise the cost of water in Tier 1 (first 6,000 gallons, or first 8,000 gallons with an ADU) to $3.00 per kgal for in-town customers and $4.50 per kgal for out-of-town customers. This cost is roughly equal to the cost of production. SGM recommends increasing rates in Tier 1 over 2 years to reduce impact to the customer: up to $1.50 in 2017 and up to $3.00 in 2018.

Advantages

- The revenue generated from an increase in the Tier 1 rate will be very stable and will help Eagle more reliably cover its fixed costs of service, which accounts for a high fraction of its overall costs.
- Billing for every drop of water consumed reinforces the message that water is a valuable resource and that none of it is free of cost.
- Customers who use less than 6,000 gallons will pay less, and are therefore still rewarded for conservation.

Disadvantages

- The increase in the Tier 1 category will apply to high and low-volume water users alike, and will disproportionately impact customers of lower income.

2) Add Tier 4 and move back the cutoff for Tier 3

The exact proposed structure changes for Tiers 3 and 4 can be seen in **Figure 4-3**.

Advantages

- The increase in the Tier 3 and 4 categories will only affect high volume water users, and therefore will not impact customers of lower income as much as would a rate increase across all tiers.
- Steeper rate increases for users who use more than the median water consumption for peak months will send a message of conservation.
- Implementing these rate structure changes in the winter months will reduce the perceived rate increases for customers.

Disadvantages

- Actual customer responses to rate increases will vary and are hard to predict. The Town cannot be sure that a rate increase in higher tiers will reduce demand in those tiers (elasticity of demand).

Elasticity of Demand Considerations

Actual customer responses to rate increases will vary and are hard to predict. Per the AWWA M1 Manual[3], "the effects of rate changes can be dominated by the effects of other demand parameters, including temperature, rainfall, household income, and local, regional, and national economic conditions."

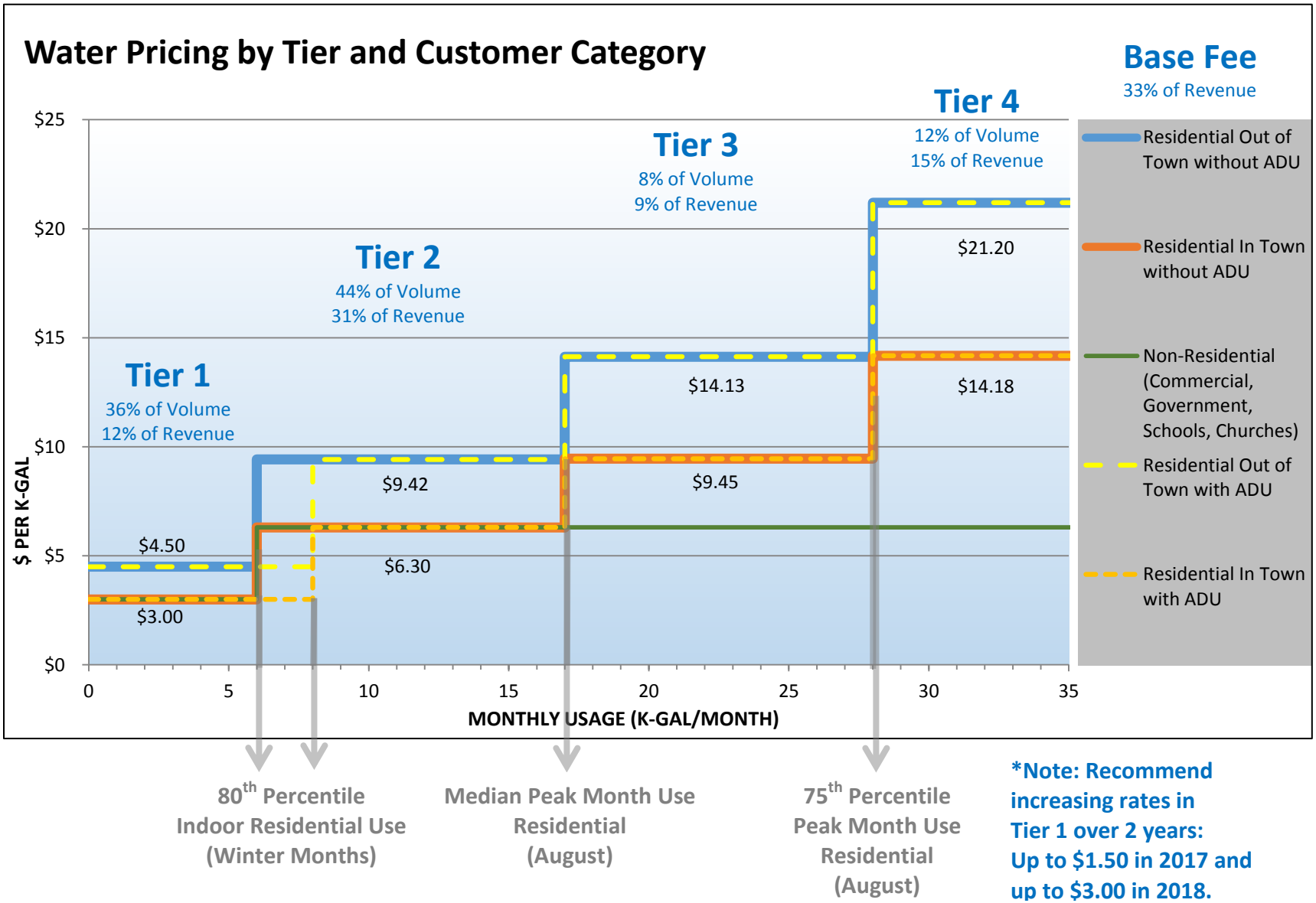
SGM determined that based on the proposed rate structure changes in Tiers 3 and 4, the estimated likely effects of elasticity of demand on revenue are negligible.

Based on AWWA recommended elasticity values for a high elasticity of demand (0.2 - 0.3), an average in-town user during the peak month of August would reduce their consumption by 450 – 650 gallons, and would therefore pay about $5 less. If all customers whose usage falls in Tier 3 or above during August (approximately 970 customers) also have a highly elastic response to price changes, the total reduction in revenue to the Town during the peak month of August would be less than 1%.

Per the AWWA M1 Manual, price elasticity is greater for outdoor use, peak seasonal use, and use in higher tier levels. Because the 1% reduction in revenue represents peak summer use for highest tier users, this represents a maximum revenue reduction. Responses during non-peak months would be less.

[3] American Water Works Association (AWWA) Manual of Water Supply Practices M1, *Principles of Water Rates, Fees, and Charges,* Sixth edition.

Figure 4-3: Recommended Water Rate Structure Changes



80th Percentile Indoor Residential Use (Winter Months)

Median Peak Month Use Residential (August)

75th Percentile Peak Month Use Residential (August)

***Note: Recommend increasing rates in Tier 1 over 2 years: Up to $1.50 in 2017 and up to $3.00 in 2018.**

Recommendation 4: Add a monthly plant surcharge

SGM recommends adding a monthly plant surcharge to each customer's water bill to fund debt service on the LBWTP loan. SGM recommends a plant surcharge of $25 per month per customer, which is based on the annual debt service payments divided by the current number of customers. SGM recommends phasing this in over two years:

- **Plant surcharge 2017: $12.50 per customer**
- **Plant surcharge 2018: $25.00 per customer**

Advantages

- Breaking out a monthly plant surcharge from other water rate increases is cleaner and easier for customers to understand.
- The surcharge would have a sunset. When the debt is paid off, the $25 surcharge may be removed from each customer's bill.
- Revenue from a surcharge is reliable, regardless of the state of the economy. It is not dependent on water usage, and can therefore be relied upon even during a drought.
- If the Town of Eagle receives additional revenue from tap fees, it may pay off its debt early, moving the plant surcharge sunset to an earlier date.

Disadvantages

- The same monthly plant surcharge would be charged to all customers regardless of income or water usage, and would disproportionately impact customers of lower income.

4.6 Results – Rate Revenue Alternatives

SGM created four rate revenue alternatives. Each of the alternatives was designed to accomplish all of the following:

- Maintain operations (expenditures as shown in **Table 4-5**).
- Fund capital improvement projects according to the Town's CIP Schedule (shown in **0**).
- Fund LBWTP debt payments with a secure source of revenue.
- Maintain a target end-of-year reserve balance (per Recommendation 1).

Alternative 1: Keep the rate structure the same. No monthly plant surcharge.

This alternative is closest to current conditions, with the fewest changes the rate structure. This alternative does not implement Recommendation 3 or 4.

Alternative 2: Keep the rate structure the same. Add monthly plant surcharge.

This alternative implements Recommendation 4, but not 3.

Alternative 3: Change the rate structure. No monthly plant surcharge.

This alternative implements Recommendation 3, but not 4.

Alternative 4: Change the rate structure. Add monthly plant surcharge.

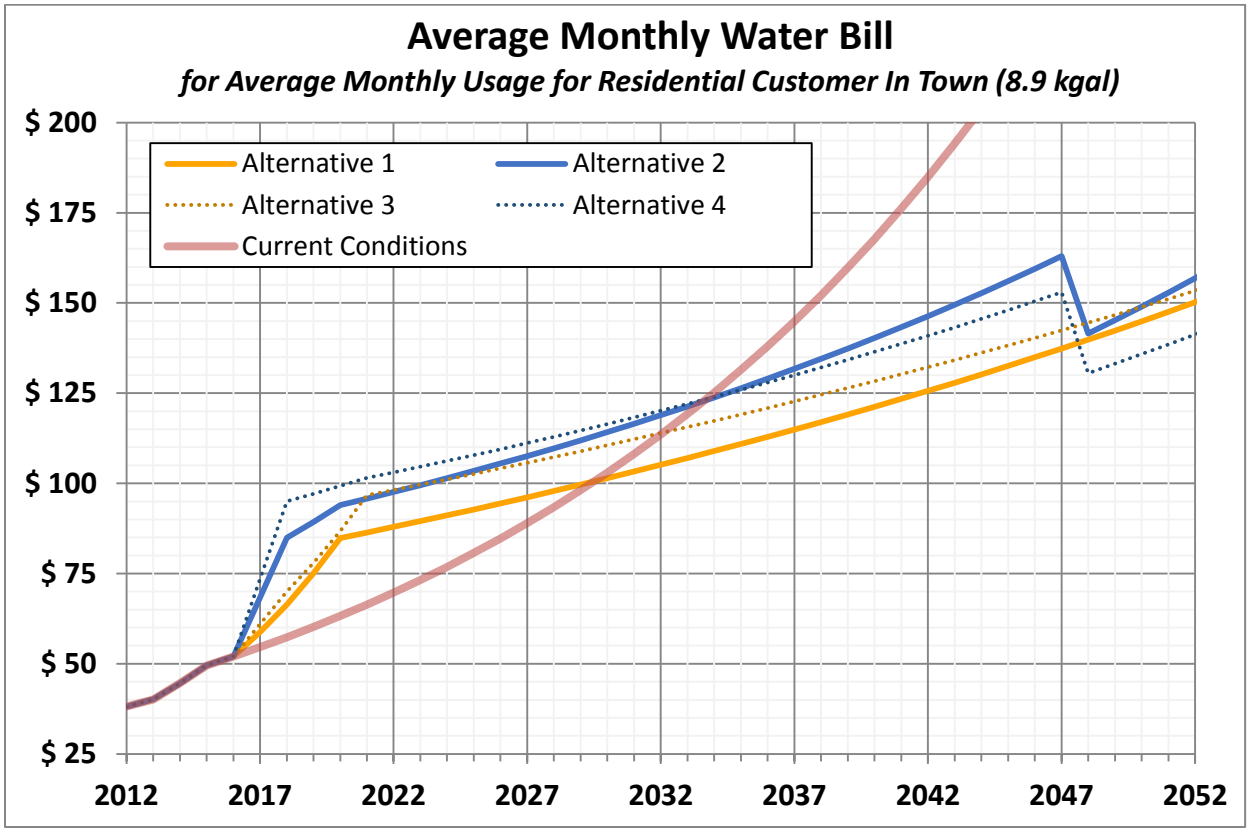
This alternative implements both Recommendations 3 and 4.

Parameters for the four alternatives are detailed in **Table 4-7**. **Figure 4-4** shows the resulting average monthly water bill for a residential in town customer (representing a usage of 8.9 kgal per month).

Table 4-7: Summary of Four Rate Increase Alternatives

Year	Category	Alternative 1	Alternative 2	Alternative 3	Alternative 4
Summary of Alternative		• Keep the rate structure the same. • No monthly plant surcharge.	• Keep the rate structure the same. • Add monthly plant surcharge.	• Change the rate structure. • No monthly plant surcharge.	• Change the rate structure. • Add monthly plant surcharge.
2017	Rate increase all tiers	13.0%	7.3%	--	--
	Surcharge	--	$12.50	--	$12.50
	Rate structure changes	--	--	Tier 1: $1.50 in-town / $2.25 out Change Tiers 2,3,4 per **Figure 4-3**	
2018	Rate increase all tiers	13.0%	7.3%	--	--
	Surcharge	--	$25	--	$25
	Rate structure changes	--	--	Tier 1: $3.00 in-town / 4.50 out (Rate structure shown in **Figure 4-3**)	
2019	Rate increase all tiers	13.0%	7.3%	11.4%	3.0%
	Surcharge	--	$25	--	$25
	Rate structure changes	--	--	--	--
2020	Rate increase all tiers	13.0%	7.3%	11.4%	3.0%
	Surcharge	--	$25	--	$25
	Rate structure changes	--	--	--	--
2021	Rate increase all tiers	1.8%	2.6%	11.4%	3.0%
	Surcharge	--	$25	--	$25
	Rate structure changes	--	--	--	--
2022 on	Rate increase all tiers	1.8%	2.6%	1.5%	2.0%
	Surcharge	--	$25	--	$25
	Rate structure changes	--	--	--	--

Figure 4-4: Resulting Average Water Bill for the Four Alternatives



Current Conditions: Annual 5% rate increases. Keep the rate structure the same. No monthly plant surcharge.

Alternative 1: Keep the rate structure the same. No monthly plant surcharge.

Alternative 2: Keep the rate structure the same. Add monthly plant surcharge.

Alternative 3: Change the rate structure. No monthly plant surcharge.

Alternative 4: Change the rate structure. Add monthly plant surcharge.

Figure 4-5: Revenues and Expenditures under the Four Rate Revenue Alternatives

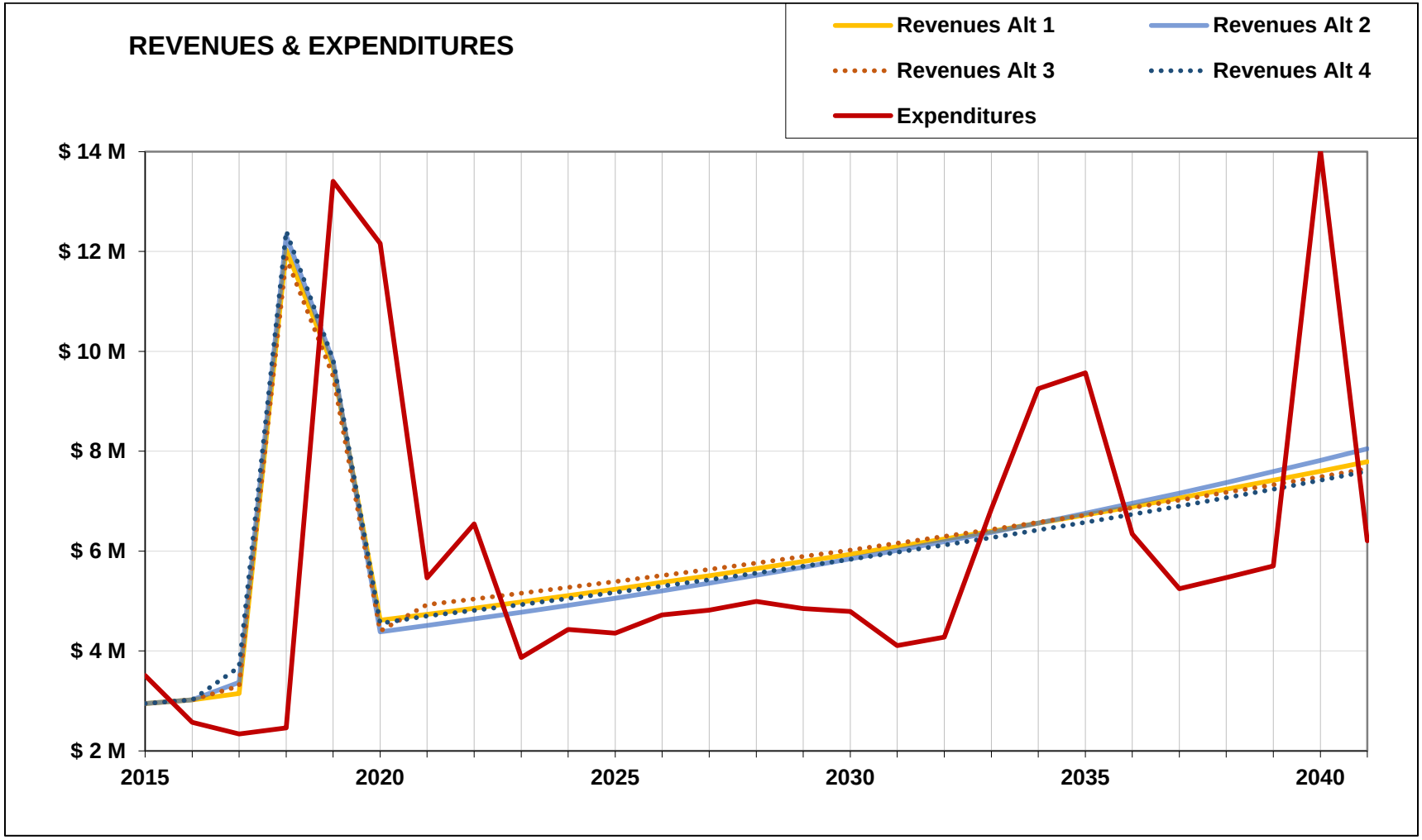
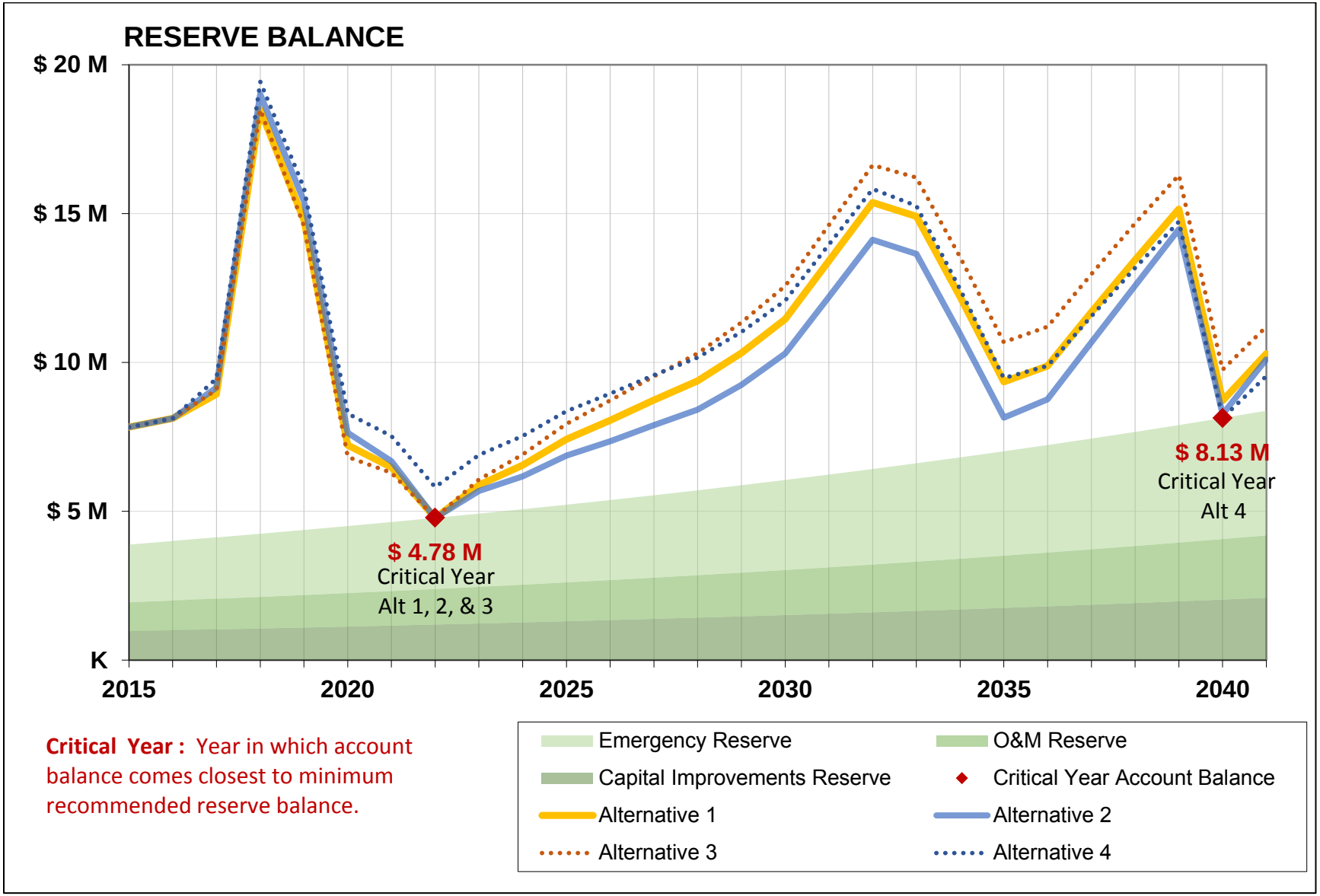


Figure 4-6: Comparison of Reserve Balance under the Four Alternatives



4.7 Discussion

As seen in **Figure 4-5** and **Figure 4-6**, the revenue generated from the four alternatives does not differ substantially.

SGM recommends that the Town adopt the rate increases and plant surcharge described in Alternative 4, which includes all of SGM's recommendations from **Section 4.5.**

Summary of Advantages of Alternative 4

- Though Alternative 4 has the steepest rate increases within the first two years, it results in the lowest rates in the long run.
- The revenue generated from an increase in the Tier 1 rate will be very stable and will help Eagle more reliably cover its fixed costs of service, which account for a high fraction of its overall costs.
- Billing for every drop of water consumed reinforces the message that water is a valuable resource and that none of it is free.
- Customers who use less than 6,000 gallons will pay less, and are therefore rewarded for conservation.
- Breaking out a monthly plant surcharge from other water rate increases is cleaner and easier for customers to understand.
- The surcharge would have a sunset. When the debt is paid off, the $25 surcharge may be removed from each customer's bill.
- Revenue from a surcharge is reliable, regardless of the state of the economy. It is not dependent on water usage, and can therefore be relied upon even during a drought.
- If the Town of Eagle receives additional revenue from tap fees, it may pay off its debt early, moving the plant surcharge sunset to an earlier date.

Appendix A Tap Fee Comparison Eagle River Valley Water Service Providers

SGM

Eagle River Valley Water Tap Fees - Residential In-Town

						Tap Fee (USD) 2,000 SF home on a 7,000 SF lot	Tap Fee (USD) 5,000 SF home on a 20,000 SF lot
Town of Eagle	**Lot Square Footage Range**		**Unit Cost (USD)**	**Water Development Fee (USD)**	**Inclusion Fee (USD)**	$7,000	$9,100
	6,000 - 8,000		$7,000				
	8,001 - 10,000		$7,700				
	10,001 - 12,000		$8,400				
	12,001 +		$9,100				
	ADU		$1,400				
	Local Employee Residence		$3,500				
ERWSD	**Neighborhood**		**Unit Cost (USD)**			$8,900	$22,250
	Vail Water Subdistrict		$4.45 / SF				
UERWA	**Base Fee by Home Square Footage Range**		**Unit Cost (USD)**		$1,000	$8,460	$29,000
	0-2,500		$3.73 / SF				
	2,501-3,500		$4.59 / SF				
	3,501-5,000		$5.60 / SF				
	5,001+		$7.08 / SF				
	Additional Neighborhood Connection Fee	**Residential Tap Base Fee (USD)**	**Up to x S.F.**	**Thereafter Unit Cost (USD)**			
	Arrowhead Mountain	$8,250	600	$3.00 / SF		$20,910	$50,450
	Bachelor Gulch	$5,500	600	$2.00 / SF		$16,760	$43,300
	Cordillera	$7,000	2,500	$2.00 / SF		$15,460	$41,000
	Town of Avon	$4,000	3,000	$2.00 / SF	***Based on Home Square Footage**	$12,460	$37,000
	Village at Avon/Traer Creek-Avon Water	$4,000	3,000	$2.00 / SF	$ 2.50 / SF (0-600 SF) $ 2.00 / SF (601+ SF)	$16,760	47,300
Town of Minturn	**Home Square Footage Range**		**Unit Cost (USD)**			$3,000	$11,250
	0-3,000		$3,000				
	>3,000		$2.25 / SF				
Town of Red Cliff	**Lot Square Footage Range**		**Unit Cost (USD)**			$7,500	$7,500
	General Fee		$7,500				
Town of Gypsum	**Home Square Footage Range**		**Unit Cost (USD)**			$6,000	$9,600
	0-3,000		$6,000				
	>3,000		$1.80 / SF				
Town of Glenwood Springs	**Home Square Footage Range**		**Unit Cost (USD)**			$4,710	$14,601
	1EQR= 0-3,500 SF with 3 bedrooms, 2 baths, 1 kitchen, lawn and garden		$4,710				
	*each additional bedroom over 3= 0.15 EQR, bathrooms over 2=0.5 EQR, and kitchen over 1=0.65 EQR		-				
			Average			**$10,660**	**$26,863**

Note: - These fees do not take into account the size of system, amount of wholesale infrastructure to service a new development, size of district, etc. All fees listed are general, and depend on specific location from existing infrastructure and Tap Fees already incurred for a given property, as may have been assessed to the developer. This Summary should not be used to establish service rates, but for reference and comparison purposes among area water service providers.

FEES UPDATED: 10/2016

Appendix B Town of Eagle Infrastructure Inventory

Table A - 1: Treated Water System, Including Itemized Replacement Cost

Treated Water System-Categorically Itemized			
Item/Category	Quantity		Replacement Cost Total (2017 USD)
Land and Water Rights			
Land	7.5 acres		$ 0.12 M
Easements			$ 0.14 M
Water Rights			$ 10.60 M
	Total Land and Water Rights		**$ 10.86 M**
Tanks	Tank Size		
Water Plant Tank	2 MG		$ 2.06 M
Frost Creek Tank	500 K		$ 0.52 M
Upper Eby Creek Tank	175 K		$ 0.18 M
Lower Eby Creek Tank	1 MG		$ 1.03 M
Upper Eagle Ranch Tank (Hernage)	1 MG		$ 1.03 M
Lower Eagle Ranch Tank	1 MG		$ 1.03 M
Upper Kiabab Tank	500 K		$ 0.52 M
Cemetary Tank	350 K		$ 0.36 M
Highlands Tank	500 K		$ 0.52 M
	Total All Tanks:		**$ 7.24 M**
Water Treatment System			
Water Treatment Plant and Design Work			$ 19.25 M
Buildings			$ 0.26 M
Vehicles			$ 0.18 M
Equipment			$ 0.18 M
Work In Process			$ 2.66 M
Scada Equipment			$ 0.26 M
Fire Hydrants Total			$ 0.31 M
Pump Stations			$ 0.50 M
Pressure Reducting Valves (PRVs)			$ 0.25 M
	Total Water Treatment System		**$ 23.87 M**
Treated Water Distribution Line-Pipe Inventory			
Material	Length (ft)	Unit Cost to Replace	Replacement Cost Total
4" CIP	10,560	$140	Not Included
6" DIP	15,840	$160	Not Included
8" DIP	285,120	$180	Not Included
12" DIP	26,400	$220	$ 5.81 M
14" DIP	5,280	$240	$ 1.27 M
16" DIP	26,400	$260	$ 6.86 M
24" DIP	15,840	$340	$ 5.39 M
	Total Treated Water Distribution Line Pipe:		**$ 19.32 M**
	Treated Water System Total:		**$ 61.28 M**
Water Line Unit Cost of Replace based on $180/LF at 8" +/- $10/inch pipe diameter			

Table A - 2: Water Treatment System Tanks, Including Replacement Cost

Town of Eagle Water Tanks			
Name of Tank	**Year Built**	**Capacity**	**Replacement Cost in 2017 Dollars**
Water Plant Tank	1997	2 MG	$ 2,060,000
Frost Creek Tank	2005	500 K	$ 515,000
Upper Eby Creek Tank	1983	175 K	$ 180,250
Lower Eby Creek Tank	1980	1 MG	$ 1,030,000
Upper Eagle Ranch Tank (Hernage)	2000	1 MG	$ 1,030,000
Lower Eagle Ranch Tank	2004	1 MG	$ 1,030,000
Upper Kiabab Tank	2003	500 K	$ 515,000
Cemetary Tank	1968	350 K	$ 360,500
Highlands Tank	2007	500 K	$ 515,000
Totals:		**7.025 MG**	**$ 7,235,750**

Table A - 3: Water Treatment System Booster Pump Stations

Town of Eagle Booster Pump Stations		
	Year Built	**Condition**
Frost Creek BPS	2005	Good
Eby Creek BPS	1983	Good
Hernage BPS	2000	Good
Bluffs/Upper Kiabab BPS	2003	Good
Highlands BPS	2007	Good
Total Value (2017 $)	**$ 0.5 M**	

Table A - 4: Water Treatment System Pressure Reducing Valves (PRVs)

Town of Eagle Pressure Reducing Valves		
	Year Built	Condition
School House PRV	1997	Good
Headquarters PRV	1997	Good
Eby Creek PRV	1983	Good
Bluffs PRV	2003	Good
Second Street PRV	2003	Good
Total Value (2017 $)	**$ 0.25 M**	

Table A - 5: Water Treatment System Distribution Pipe

Type/Material	Size (in.)	Total Length of Pipe in Distribution System (LF)							
		1940s	1950s	1960s	1970s	1980s	1990s	2000s	Total
Drinking Water Distribution DIP/CIP	4	10,560							10,560
	6				15,840				15,840
	8					5,280	105,600	174,240	285,120
	10								-
	12							26,400	26,400
	14				5,280				5,280
	16							26,400	26,400
	.....								
	24							15,840	
Total (LF)		**10,560**	**-**	**-**	**21,120**	**5,280**	**105,600**	**242,880**	**369,600**
Percent of Total		**3%**	**0%**	**0%**	**6%**	**1%**	**29%**	**66%**	**(73 mi)**

Appendix C Town of Eagle Capital Improvement Project Schedule

Capital Projects Schedule

July, 2016

Water Utilities Projects 2013-2016 Average Annual Cost was $1.02M	Estimated Construction Year		Project Cost (Dollars)
Brush Creek Transmission Main Replacement-Phase I	2013		$ 316,324
I-70/Eby Creek Road	2014		$ 1,474,471
Downtown Distribution: Wall St.	2015		$ 620,000
Downtown Distribution: Second St and Capitol	2015		$ 430,000
Brush Creek Transmission Main Replacement-Phase II	2015		$ 779,000
New Diversion Screen	2016		$ 275,000
Downtown Distribution: Wall St.	2016		$ 175,000
Other 2016 projects	2016		$ -
Water Utilities Projects Projected 2017-2020 Average Annual Cost is $5.29M	**Estimated Construction Year**	**Estimated Project Cost (2016 Dollars)**	**Estimated Project Cost at Construction (Dollars)***
Cemetery Tank Replacement	2017	$ 662,759.25	$ 680,654
Lower Basin Water Treatment Plant Phase I	2019	$ 17,178,686.85	$ 18,889,277
Loop line- Violet Lane	2019	$ 1,450,000.00	$ 1,570,650
Water Utilities Projects Projected 2021-2025 Average Annual Cost is $1.68M	**Estimated Construction Year**	**Estimated Project Cost (2016 Dollars)**	**Estimated Project Cost at Construction (Dollars)***
Loop Line - Fairgrounds	2021	$ 2,075,000.00	$ 2,370,666
UBWTP - 3 Filter Trains	2022	$ 3,012,542.02	$ 3,351,312
Downtown Distribution: Capitol	2023	$ 468,723.82	$ 564,820
Eby Creek Pump Station	2024	$ 361,505.04	$ 447,381
Downtown Distribution: Fourth St.	2024	$ 458,181.13	$ 567,023
Downtown Distribution: Howard St.	2025	$ 862,451.92	$ 1,096,147
Water Utilities Projects Projected 2026-2030 Average Annual Cost is $1.17M	**Estimated Construction Year**	**Estimated Project Cost (2016 Dollars)**	**Estimated Project Cost at Construction (Dollars)***
Brush Creek Transmission Main Replacement-Phase III	2026	$ 1,024,264.29	$ 1,336,954
Brush Creek Transmission Main Replacement-Phase IV	2027	$ 1,024,264.29	$ 1,301,805
Eby Creek Lower Tank Replacement	2028	$ 1,024,264.29	$ 1,336,954
Eby Creek Upper Tank Project	2029	$ 783,260.93	$ 1,049,981
Terrace Distribution	2030	$ 610,707.34	$ 840,772
Water Utilities Projects Beyond 2030	**Estimated Construction Year**	**Estimated Project Cost (2016 Dollars)**	**Estimated Project Cost at Construction (Dollars)***
Eagle Ranch Distribution -Seg C	2033	$ 1,605,133.60	$ 2,393,690
Grand Avenue utilities	2034	$ 3,012,542.02	$ 4,613,815
West Eagle Redevelopment Utilities	2035	$ 3,012,542.02	$ 4,738,388
Chambers Distribution	2036	$ 813,386.35	$ 1,313,908
LBWTP - Phase 2	2040	$ 4,493,507.68	$ 8,074,865
LBWTP - Phase 3	2049	$ 1,405,049.60	$ 3,209,042

*Using a Construction Inflation Rate of 2.7%

Appendix D Eagle Valley Water Rates Comparison

Eagle River Valley Water Rate Summary

Municipality	Rates per month per 1,000 gallons	Gallons			Cost/7,000 Gallons
Vail	$14.98	Base Rate			$40.31
	$7.27	Debt Service Rate Per SFE			
	$2.58	0	to	9,999	
	$4.38	10,000	to	39,999	
	$6.57		>	40,000	
UERWA	$16.95	Base Rate			$41.80
	$3.55	0	to	9,999	
	$5.32	10,000	to	19,999	
	$7.98	20,000	to	29,999	
	$11.98	30,000	to	39,999	
	$17.97		>	40,000	
UERWA District Usage Surcharge, Per SFE:	Avon		$3.25		
	Village @ Avon		$3.25		
	Bachelor Gulch		$3.50		
	Cordillera		$18.50		
Eagle - In-town limits	$33.61	Base Rate			$39.91
	$6.30	6,000	to	27,999	
	$8.15		>	28,000	
Eagle - Out-of-town limits	$50.42	Base Rate			$59.84
	$9.42	6,000	to	27,999	
	$12.19		>	28,000	
Gypsum	$25.00	Base Rate			$33.75
	$1.25	1	to	19,999	
	$1.65	20,000	to	29,999	
	$3.50		>	30,000	
Minturn	$73.32	Base Rate			$73.32
	$4.53		>	10,000	
Red Cliff	$110.00	Base Rate			$110.00
	$4.00	8,000	-	20,000	
				Average	**$56.99**
				Median	**$41.80**

Note: - These rates do not take into account mill levies, special assessments, etc. This Summary should not be used to establish service rates but more for a quick overview.

RATES UPDATED: 08/2016

MEMORANDUM

TO: Town Board of Trustees

FROM: Jill Ewing, Finance Director

SUBJECT: Notes on changes from 2nd to 3rd Draft Budget

DATE: November 10, 2016

Board,

In efforts to assist in your review process for the 2016-2017 budget, the following is a narrative of changes from the prior second draft to the third draft. This draft includes changes requested by the board in the last meeting, along with a several other necessary adjustments per staff recommendation.

Narrative of Revised Budget changes for 2016 – ***Revenues***

General Fund –

($95,563) **Sales Tax** – Decreased $95,563 from $3,794,901 to $3,699,338. Decreased due to September receipts received in November were lower than prior year. Still projecting 10% increase over 2015.

($1,312) **Franchise Tax** – Decreased $1,312 from $226,093 to $224,781. Decreased due to November receipts lower than prior year. Still projecting 5% increase over 2015.

($9,791) **Occupation Tax** – Decreased $9,791 from $180,000 to $170,209. Decreased due to revenue appearing to relatively flatten out. (Jan-Mar: 58% over PY, Jan-June: 42% over PY, Jan-Sept: 32% over PY) Original projection was finishing the year with 35% over prior. Still projecting 27% increase over 2015.

$1,725 **Occupation Tax** – Increased $1,725 from $6,241 to $7,966. Increased due to unexpected October and November receipts.

$10,000 **Building Permits** – Increased $10,000 from $190,000 to $200,000. Increased due to October and November permits collected were higher than initial projection. With discussion of fees and current weather forecasts more contractors may be trying to get permits completed before year end.

$3,000 **County Sales Tax** – Increased $3,000 from $130,000 to $133,000. Increased due to October and November tax collected were higher than initial projection.

Water Fund –

($30,000) **Water Sales in Town** – Decreased $30,000 from $2,456,000 to $2,426,000. Decreased due October sales $71,360 lower than prior year. Still projecting 9.9% increase over 2015.

($4,000) **Water Materials & Other** – Decreased $4,000 from $32,000 to $28,000. Decreased due to second review of revenue projections and October and beginning of November sales lower than initial projection. Still projecting a 26.7% increase over 2015.

$65,000 **Tap Fees** – Increased $65,000 from $285,000 to $350,000. Increased due to October Fees collected were higher than initial projection. With discussion of increasing tap fees and current weather forecasts more contractors may be trying to get plans completed before year end.

Wastewater Fund –

$83,000 **Tap Fees** – Increased $83,000 from $340,000 to $423,000. Increased due to October Fees collected were higher than initial projection. With discussion of increasing tap fees and current weather forecasts more contractors may be trying to get plans completed before year end.

Narrative of Revised Budget changes for 2016 - ***Expenditures***

General Fund (General Administration) –

$7,089 **Personnel Services**– Increased $7,089 from $863,958 to $871,047. Increased due to Human Resources Manager starting at the end of November instead of in 2017.

General Fund (Marketing & Events) –

$1,579 **Personnel Services**– Increased $1,579 from $49,378 to $50,957. Increased due to Special Events Coordinator position actual starting rate was different than projected.

Wastewater Fund –

12,100 **Contract Payments** – Increase $12,100, from $0 to $12,100. During staff budget discussions, it was agreed that a Rail Road Right of Way Lease payment for the Violet lane Bridge should be paid out of the Wastewater (WW) Fund instead of the General Fund. The payment was appropriately put into the WW Fund in 2017, however was removed in 2016 from the General Fund and not put in the WW Fund for 2017.

Refuse Fund –

$3,000 **Repair & Maintenance Services** – Increase $3,000 from $500 to $3,500. Original Budget was $27,500 for grinding yard waste in 2016, however the Town was able to procure those services for the yard waste material in 2016. Staff has requested $3,000 to remove fall leafs from yard waste pile.

Capital Improvements Fund –

$28,328 **ROW Improvements**– Increased $28,328 from $0 to $28,328. The original 2016 budget was $50,000. The Budget worksheets reduced the original budget of $50,000 to $0. In review of the last draft, staff realized the it should not have been reduced down to zero due to 2016 sidewalk improvements.

$3,675 **Town Shop Improvements**– Increased $3,675 from $11,325 to $15,000. The original 2016 budget was $15,000. The Budget was reduced to $11,325. In review of the last draft, staff realized the it should not have been reduced due to outstanding invoices for public works gutters that had not come in yet.

Open Space Fund –

($20,500) **Trail Construction**– Decreased $20,500 from $25,000 to $4,500. Decreased since no major new trail projects were undertaken in 2016. The $4,500 will complete the planning for Abrams connector and Spud Cellar construction.

Narrative of Revised Budget changes for 2017 - ***Revenues***

General Fund –

($103,208) **Sales Tax** – Decreased $103,208 from $4,098,493 to $3,995,285. Decreased due to decrease in 2016 yearend sales tax projection. Still projecting 8% increase over 2016 revised projection.

($5,872) **Franchise Tax** – Decreased $5,872 from $237,397 to $231,524. Decreased due to decreasing 2016 revenue projection and second review of franchise tax revenue history will project 3% instead of 5% over 2016.

$5,000 **Building Permits** – Increased $5,000 from $159,500 to $164,500. Increased due to fee schedule changes for 2017.

($1,000) **Road Cut Fees** – Decreased $1,000 from $2,000 to $1,000. Decreased due to suggested fee increase lower than anticipated.

$2,000 **County Sales Tax** – Increased $2,000 from $135,000 to $137,000. Increased due to 2016 tax received was higher than initial projection. Projecting a 3% increase over 2016.

$2,000 **Planning & Zoning Fee** – Increased $2,000 from $27,500 to $29,500. Increased due to board discussion regarding nominal increases in fees during the last board meeting.

Capital Improvements Fund –

$1,264,300 **Transfer from General Fund**– Increased $1,264,300, from $0 to $1,264,300. Added a transfer per Board direction from the General fund to a Board Assigned fund balance account. *There are 5 fund balance classifications (Non-spendable, Restricted, Committed, Assigned, and Unassigned) Assigned fund balances are amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. Intent should be expressed by the governing body itself, or a body or official to which the governing body has delegated the authority to assign amount to be used for specific purposes.*

Water Fund –

($121,300) **Service Fees –** Decreased $121,300, from $2,701,600 to $2,547,300. Original projection included a 10% increase, per board discussion it has been reduced to a 5% increase.

Wastewater Fund –

$84,040 **Service Fees –** Increased $84,040, from $2,122,010 to $2,206,050. Original projection only included a 1% increase and should have been 5% to continue previously recommended rate study annual 5% increase.

Narrative of Revised Budget changes for 2017 – ***Expenditures***

****Personnel Services – The town wide increase for 3% merit and pay plan implementation for 2017 will be $115,513. Below you will find more detail regarding specific increases to personnel services in each department or fund.***

General Fund –

$1,264,300 **Transfer to Capital Improvements**– Increased $1,264,300, from $0 to $1,264,300. Added a transfer per Board direction to the Capital Improvements fund to a Board fund balance Assigned account. *There are 5 fund balance classifications (Non-spendable, Restricted, Committed, Assigned, and Unassigned) Assigned fund balances are amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. Intent should be expressed by the governing body itself, or a body or official to which the governing body has delegated the authority to assign amount to be used for specific purposes.*

General Fund (General Government) –

$3,630 **Personnel Services**– Increased $3,630, from $196,239 to $199,869. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

General Fund (General Administration) –

$18,490 **Personnel Services**– Increased $18,490, from $465,266 to $483,756. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations, implementation of pay plan to get all employees to pay grade minimum, and Human Resources Manager actual starting rate was different than projected.

$8,000 **Computer Service**– Increased $8,000, from $25,000 to $33,000. Although requested and discussed, while reviewing the budget it was realized that the increase in Caselle software maintenance was not in the budget.

$17,325 **Capital Outlay**– Increased $17,325, from $0 to $17,325. Although requested and discussed, while reviewing the budget it was realized that the Caselle software upgrade and additional modules were not in the budget. The upgrade is a requirement for 2017 and the additions are for accounts receivable and business licenses. These additions will allow us to become more efficient and effective in our duties.

General Fund (Community Development) –

$7,416 **Personnel Services**– Increased $7,416, from $392,828 to $400,244. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

($30,000) **Professional Services** – Decreased $30,000 from $47,500 to $17,500. Decreased by removing services for a Chambers Avenue/East Eagle Plan Update. Remaining professional services are for stormwater code amendments.

General Fund (Streets) –

$8,914 **Personnel Services**– Increased $8,914, from $475,363 to $484,277. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

$100,000 **Street Resurfacing**– Increased $100,000, from $300,000 to $400,000. Increased to fund an amount closer to the recommendation per the 2014 pavement management study.

General Fund (Engineering) –

$5,736 **Personnel Services**– Increased $5,736, from $284,075 to $289,811. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

General Fund (Buildings and Grounds) –

$5,863 **Personnel Services**– Increased $5,863, from $313,595 to $319,458 Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

($17,000) **Contract Payments** – Decreased $17,000 from $40,000 to $23,000. Decreased to remove pump track maintenance contract from contract payments. Line item includes alarm monitoring, elevator inspections, Broadway Flowers, and roundabout maintenance contracts.

General Fund (Public Safety) –

$22,942 **Personnel Services**– Increased $22,942, from $1,232,284 to $1,255,226. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

General Fund (Municipal Court) –

$3,389 **Personnel Services**– Increased $3,389, from $32,476 to $35,865. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations and implementation of pay plan to get all employees to pay grade minimum.

General Fund (Information Center) –

$6,128 **Personnel Services**– Increased $6,128 from $73,649 to $79,777. Increased for an additional part-time information center host during the busy summer season (280 hours). This was stated in the original budget, however was not actually in the budget. Increase also due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

General Fund (Marketing & Events) –

$13,523 **Personnel Services**– Increased $13,523, from $107,281 to $120,804. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations, 15% of Open Space Coordinator time reallocated to Marketing & Events, and the Special Events Coordinator position actual starting rate was different than projected.

$8,500 **Media**– Increased $10,500, from $21,500 to $30,000. Increased spending on media to prior year budgeted amounts due to Board discussion during the last meeting.

$9,000 **Events**– Increased $12,000, from $60,000 to $69,000. Increased spending on event to prior year budgeted amounts due to Board discussion during the last meeting.

Water Fund –

$10,024 **Personnel Services**– Increased $10,024, from $458,602 to $468,626. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

$8,000 **Equipment (Capital Outlay) –** Increased $8,000, from $0 to $8,000 for a new meter reader. This new meter reader will serve a dual purpose. This meter reader will be used to install meters and will also function as a backup meter reader to our mobile unit (our previous backup meter readers are outdated and no longer have any support capabilities).

($35,771) **I-70/Eby Creek Road –** Decreased $35,771, from $365,555 to $329,784 for the remainder of the roundabout project payments to CDOT.

Wastewater Fund –

$4,161 **Personnel Services**– Increased $4,161, from $213,173 to $217,334. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

Refuse Fund –

$266 **Personnel Services**– Increased $266, from $8,878 to $9,144. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations.

Capital Improvements Fund –

($75,000) **4x4 pickups –** Decreased $75,000, from $75,000 to $0. A review of public works vehicles found the two vehicles to be replaced in 2017 are in still in good shape and that replacement was not necessary.

$1,000 **Mower –** Increase $1,000, from $7,000 to $8,000. A review of the original budget found that this line item was understated and the original quote was $8,000.

Sales Tax Capital Improvements Fund (Eagle River Park Fund)–

$10,000 **River Park Citizens Committee –** Increased $10,000, from $0 to $10,000. Added funding for the River Park Citizens Committee per board direction at the last meeting.

Open Space Fund –

$5,031	**Personnel Services**– Increased $5,031, from $65,304 to $70,335. Increased due to Board decision to implement an up to 3% merit adjustment based on employee evaluations and implementation of pay plan to get all employees to pay grade minimum. This amount was offset due to 15% of Open Space Coordinator time reallocated to Marketing & Events.
($25,000)	**Nature Center**– Decreased $25,000 from $25,000 to $0. Removed funds allocated for a nature center.

Town of Eagle
2017 Budget

SECOND DRAFT 11.10.16

BUDGET SUMMARY
2017 ANNUAL BUDGET

BUDGET SUMMARY ALL FUNDS

	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
GENERAL FUND				
REVENUES	5,501,263	5,508,573	5,931,134	6,228,698
EXPENDITURES	4,672,592	6,108,868	5,819,387	7,338,754
WATER FUND				
REVENUES	3,055,650	2,869,918	3,332,868	3,452,733
EXPENDITURES	3,052,623	2,572,533	2,770,855	2,120,040
WASTE WATER FUND				
REVENUES	2,703,531	2,461,630	2,701,232	2,791,076
EXPENDITURES	1,994,204	2,227,290	2,121,469	2,035,510
REFUSE FUND				
REVENUES	592,662	587,309	578,060	594,290
EXPENDITURES	621,599	602,259	558,250	594,444
CAPITAL IMPROVEMENTS FUND				
REVENUES	310,746	1,026,707	1,274,361	1,850,451
EXPENDITURES	1,117,250	840,840	574,177	774,634
SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND)				
REVENUES	-	-	6,404,936	512,312
EXPENDITURES	-	-	167,922	1,991,538
CONSERVATION TRUST FUND				
REVENUES	31,439	32,560	35,080	35,575
EXPENDITURES	104,368	26,000	26,000	-
OPEN SPACE PRESERVATION FUND				
REVENUES	124,640	126,300	226,942	151,600
EXPENDITURES	271,233	533,784	502,001	670,685
TOTAL - ALL FUNDS				
REVENUES	**12,319,931**	**12,612,997**	**20,484,613**	**15,616,734**
EXPENDITURES	**11,833,868**	**12,911,574**	**12,540,061**	**15,525,603**

General Fund Summary

PURPOSE OF THE FUND

The General Fund is the Town's major operating fund. It is used to account for the provision of municipal services funded through the general resources of the Town, primarily tax revenues. The General Fund consists of the following departments and programs.

General Government

- Town Board
- Town Manager
- Attorney
- Elections

General Administration

- Town Clerk
- Finance
- Human Resources
- Information Technology

Municipal Court

- Judge
- Court Clerk

Community Development

- Planning & Zoning
- Building Inspection

Public Safety

- Administration
- School Resource Program
- Traffic & Patrol
- Investigations
- Police Support Services

Engineering

- Public Improvements
- Development Review

Streets

- Road Maintenance
- Traffic Safety

Marketing & Events

- Special Events
- Marketing

Buildings & Grounds

- Town Building Maintenance
- Park Maintenance
- Pavilion
- Safety

Information Center

BUDGET SUMMARY
2017 ANNUAL BUDGET

GENERAL FUND SUMMARY

	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FUND BALANCES (Beginning):				
NON-SPENDABLE: [1]	**168,015**	**168,015**	**183,614**	**168,015**
RESTRICTED FOR: TABOR RESERVE	**132,000**	**149,928**	**137,500**	**154,002**
UNASSIGNED FUND BALANCE:	**1,434,251**	**1,763,351**	**2,241,825**	**2,352,670**
TOTAL FUND BALANCES (Beginning)	**1,734,266**	**2,081,294**	**2,562,939**	**2,674,686**
REVENUE				
Taxes	4,068,749	4,239,493	4,481,731	4,824,499
Licenses and Permits	304,906	224,140	266,966	239,350
Intergovernmental Revenue	473,575	475,090	493,861	505,200
Charges for Services	115,085	82,500	117,600	98,500
Fines & Forfeitures	91,225	81,200	114,750	116,700
Misc. Revenues	299,724	257,400	307,476	307,197
Transfers from Other Funds				
From Water	60,000	60,000	60,000	70,347
From Wastewater	60,000	60,000	60,000	48,405
From Refuse	28,000	28,750	28,750	18,500
From Capital Improvements	-	-	-	-
TOTAL REVENUE	**5,501,263**	**5,508,573**	**5,931,134**	**6,228,698**
TOTAL SOURCES	**7,235,529**	**7,589,867**	**8,494,073**	**8,903,384**
EXPENDITURES				
General Government	-	-	-	453,295
General Administration	1,329,467	1,478,219	1,491,721	710,749
Community Development	-	-	-	532,584
Streets	1,123,069	1,404,016	1,188,271	1,207,277
Engineering	-	-	-	347,161
Buildings & Grounds	539,780	660,713	543,265	633,378
Public Safety	1,264,482	1,479,414	1,465,637	1,618,718
Municipal Court	-	-	-	64,710
Information Center	223,568	200,489	224,657	231,277
Marketing	192,225	236,017	255,835	275,304
Transfer to Capital Improvements	-	650,000	650,000	1,264,300
TOTAL EXPENIDTURES	**4,672,592**	**6,108,868**	**5,819,387**	**7,338,754**
FUND BALANCES (Ending):				
RESTRICTED FOR: TABOR RESERVE	**137,500**	**162,686**	**154,002**	**181,724**
NON-SPENDABLE:	**183,614**	**168,015**	**168,015**	**168,016**
UNASSIGNED FUND BALANCE:	**2,241,825**	**1,150,298**	**2,352,670**	**1,214,891** [2]
TOTAL FUND BALANCES (Ending):	**2,562,939**	**1,480,999**	**2,674,686**	**1,564,631**

[1] Non-Spendable: Prepaid Expenditures and EHOP (Long-term notes and funds held with fiscal agent for the Town's Employee Home Ownership Program)

[2] Ending 2017 budgeted unassigned fund balance is 20% of operating expenditures (does not include transfers)

TOWN OF EAGLE
2017 ANNUAL BUDGET

GENERAL FUND
REVENUE SOURCES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
	TAXES				
10-431-10	General Property Tax	248,966	255,403	255,403	272,190
10-431-30	Sales Tax	3,350,365	3,525,774	3,699,338	3,995,285
10-431-50	Franchise Tax	213,650	219,316	224,781	231,524
10-431-60	Marketing Lodging Tax	121,626	124,000	132,000	136,500
10-431-70	Occupation Tax	134,142	115,000	170,209	189,000
	TOTAL TAXES	**4,068,749**	**4,239,493**	**4,481,731**	**4,824,499**
	LICENSES & PERMITS				
10-432-10	Business Licenses	28,821	28,500	27,500	28,500
10-432-12	Liquor Licenses	8,325	7,250	7,966	7,250
10-432-13	Marijuana Licenses	9,000	3,000	3,000	2,000
10-432-15	Marketing Fee	8,140	8,440	7,500	8,500
10-432-20	Building Permits	236,846	150,000	200,000	164,500
10-432-27	Electrical Permits	11,899	25,000	18,000	25,000
10-432-30	Road Cut Permits	500	350	500	1,000
10-432-35	Sign Permits	1,175	1,100	2,000	2,100
10-432-40	Special Event Permits	200	500	500	500
	TOTAL LICENSES & PERMITS	**304,906**	**224,140**	**266,966**	**239,350**
	INTERGOVERNMENTAL REVENUE				
10-433-20	Motor Vehicle License Fee	27,317	27,000	28,000	29,400
10-431-20	Specific Ownership Tax	21,744	24,000	20,100	21,100
10-433-30	Highway Users Tax	220,174	209,178	222,000	225,000
10-433-40	Cigarette Tax	10,805	10,350	10,350	10,500
10-431-44	Severance Tax	668	500	413	500
10-431-45	Federal Mineral Tax	504	500	689	700
10-433-60	Road & Bridge Tax	80,985	86,562	79,309	81,000
10-433-70	County Sales Tax	111,378	117,000	133,000	137,000
	TOTAL INTERGOVERNMENTAL REVENUES	**473,575**	**475,090**	**493,861**	**505,200**

TOWN OF EAGLE
2017 ANNUAL BUDGET

GENERAL FUND
REVENUE SOURCES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
CHARGES FOR SERVICES					
10-434-10	Planning & Zoning Fees	12,363	16,000	50,000	29,500
10-434-20	Planning & Zoning Reimbursable	69,894	36,000	36,000	17,000
10-434-25	Facility Usage Fees	30,229	28,500	29,000	50,000
10-434-26	Facility Usage Deposits	2,600	2,000	2,600	2,000
	TOTAL CHARGES FOR SERVICES	**115,085**	**82,500**	**117,600**	**98,500**
FINES & FORFEITURES					
10-435-10	Fines & Forfeits	60,975	55,000	55,000	55,000
10-435-15	Police Surcharge	350	4,900	4,900	4,900
10-435-20	Police Miscellaneous	1,642	1,800	1,800	1,800
10-435-25	Police Grants	9,302	15,000	17,000	15,000
10-435-30	Special Duty Reimbursable	18,957	4,500	36,050	40,000
	TOTAL FINES & FORFEITS	**91,225**	**81,200**	**114,750**	**116,700**
MISCELLANEOUS REVENUE					
10-436-10	General Interest	5,987	1,700	5,300	5,600
10-436-40	Information Center Sales	227,782	200,000	233,000	233,000
10-436-42	Information Center Donations	935	1,000	1,000	1,000
10-436-45	Information Center Sales Tax	19,141	16,800	20,461	20,737
10-436-50	Rental Income	1,200	1,200	6,765	9,360
10-436-70	Other Miscellaneous Revenue	11,028	14,500	14,500	15,000
10-436-72	Sale of Fixed Assets	32,520	20,000	24,250	20,000
10-436-80	Reimbursable Revenue - Other	1,130	2,200	2,200	2,500
10-436-94	Impact Fees Administration Fees	-	-	-	-
	TOTAL MISCELLANEOUS REVENUE	**299,724**	**257,400**	**307,476**	**307,197**

TOWN OF EAGLE
2017 ANNUAL BUDGET

GENERAL FUND
REVENUE SOURCES

DETAIL OF TRANSFERS FROM OTHER FUNDS		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
10-437-20	General Admin. Water	60,000	60,000	60,000	70,347
10-437-30	General Admin. Wastewater	60,000	60,000	60,000	48,405
10-437-40	General Admin. Refuse	28,000	28,750	28,750	18,500
10-437-31	Capital Improvements - Community Enhancement	-	-		
	TOTAL TRANSFERS FROM OTHER FUNDS	**148,000**	**148,750**	**148,750**	**137,252**
	TOTAL GENERAL FUND REVENUES	**5,501,263**	**5,508,573**	**5,931,134**	**6,228,698**

General Government Department
Town Board of Trustees

DESCRIPTION

The Town of Eagle is a statutory form of government and therefore is governed by the statutes laid out by the town's code and the Colorado Revised Statutes. The Board of Trustees acts as the governing body. The Board consists of a mayor and six trustees. The Board sets public policy consistent with the needs of the community and appoints the Town Manager, Town Attorney, Municipal Judge, Town Clerk and Treasurer, as well as Planning & Zoning Commission. The Mayor is recognized as the political head of Town government and together with the Board of Trustees supervises all appointed officers of the Town. The mayor also presides at all meetings of the Board of Trustees.

2016 ACCOMPLISHMENTS

- Not drafted yet
-

GOALS

- Not drafted yet
-

OBJECTIVES

OBJECTIVE #1

Develop Strategic Plan to support Organizational Alignment

GOALS

A. **Take time necessary to develop Town of Eagle Strategic Plan.**
B. **Utilize in development of 2017 Budget and Organization Culture/Development Work.**
C. **Upon completion review on a quarterly basis.**
D. **Develop process and timetable for completion.**

OBJECTIVE #2

Town Organizational Improvements and Transition to an "Employer of Choice".

GOALS

A. **Hire full-time Human Resource Manager.**
B. **Strengthen HR Function: Pay Plan, Job descriptions, Employee Manual (Overtime and On Call Policies), Retirement Plan RFP, Training (e.g. customer service – "Raving Fans"), Professional Development and Performance Plan System. Create positive work environment and positive morale)**
C. **Enhance Team Work and Communication - Develop three-year Staffing Plan to address issue of being under resourced.**
D. **Develop plan for improvement of organizational culture and performance and then implement according to milestones and timelines included in the plan.**
E. **Promote best practices and further work on both competency and skills.**

OBJECTIVE #3
Implement Riverfront Project
GOALS

A. **Engage and communicate with Community in the implementation of Project. Fully utilize Riverfront Citizens Committee.**
B. **Put together project budget and fundraising strategy for Riverfront Project.**
C. **Budget for Town Park improvements in 2017 Budget and 2018-2022 Capital Improvement Program.**
D. **Budget for park improvement in 2017.**
E. **Leverage public, private and foundation funds for the project.**

OBJECTIVE #4
Build Lower Basin Water Treatment Plant (Other CIP Plans and Projects)
GOALS

A. **Develop Financing Plan that allows for initiation of the Lower Basin Water Treatment Plant (LBWTP) with a desired completion date of 2020.**
B. **Complete and Implement Water Rate and Tap Fee Study/Financial Plan and integrate into 2017 Budget and 2018-2022 Capital Improvement Program. Hire Town Engineer.**
C. **Acquire grants to support LBWTP.**
D. **Develop scope of work for high level planning/engineering study for Grand Ave.**
E. **Implement Pavement Management Plan.**
F. **Complete East Eagle Area Plan**

OBJECTIVE #5
Increase Organization Capacity by building solid organizational foundation, especially with regard financial stewardship
GOALS

A. **Implement best practices with Financial Management and Budgeting, including development of financial policies and reports for Town Board and Department Heads. Develop and implement purchasing policies.**
B. **Develop and implement common sense special events and park/facility policies and review all existing processes and practices. Hire Full-time Special Events Coordinator.**
C. **Hire Marketing Consultant to assist in development and implementation of Town of Eagle Brand and Marketing Plan with expanded target market (State, Nation and even Global)**
D. **Develop five-year Capital Improvement Program with priorities, potential funding resources and partnerships.**
E. **Negotiate Pool and Ice Rink Agreement with MEAC**

<u>HIGHLIGHTS</u>

- Not drafted yet

General Government Department

Town Manager

DESCRIPTION

As the Town's Chief Administrative Officer the Town Manager is responsible for the effective administration of all affairs placed in his/her charge. He/she is obligated to implement the policies, goals and objectives of the Town Board. He/she is also responsible for development of the Town's Annual Budget. The Town Manager serves at the pleasure of the Board of Trustees.

2016 ACCOMPLISHMENTS

- Not yet drafted

GOALS

Goals	Subgoals	Milestones/Deliverables
Organizational Development	HR	Establish HR position; begin with help from MSEC, to transition to a permanent staff position
	Org Infrastructure	Employee manual; job descriptions; performance evaluation protocol; salary and job classification plan; other HR projects, policies, and protocols.
	Critical Items	• Overtime policy • Health insurance assessment • Retirement benefits • 3 Year staffing plan
	Staffing	Assess needs
	Administration	Restructure admin department organization; clarify, re-define responsibilities
	Org Culture	Plan for developing and maintaining organizational culture
LBWTP		Identify and include critical path items to include in the 2017 budget
		Draft proposal to Board for financing, including rate study/rate adjustments, and bonding information; develop schedule/time line for construction
Vision, Mission, Core Values, Goals		Worksession to receive Board guidance on draft of Vision, Mission, Core Values, Goals statement
2017 Strategic Implementation Plan		• Develop from Vision, Mission, Core Values, Goals statement. • Include input on Organizational Development actions. • Becomes a broad-based Strategic Plan structured to guide decision-making at senior staff and Board level for 2017 and beyond where applicable.
		Concurrent development of Capital Improvement Program

Goals	Subgoals	Milestones/Deliverables
River Corridor/River Park		• Timeline/schedule for Eagle River Park and White Water Park; coordinated closely with Caroline Bradford • Feedback from Rec Committee re: Town Park improvements w/ bond monies
Finance Department		Develop updated priorities and policies, internal controls, budgeting processes, financial management
Special Events/Facility Policies		Hire Special Events Coordinator
		Worksession with Board; Board needs to provide policy-level direction KEY ITEMS: • Risk Management • Marketing Plan • What are expectations of MEAC going forward
		Develop policies, prioritize for events happening sooner in the year, and for facilities for which demand is greatest

OBJECTIVES

- Not drafted yet

HIGHLIGHTS

- Not drafted yet

General Government Department

Town Attorney

DESCRIPTION

Provide legal and prosecutorial services to the Town, its officers, staff and elected officials.

2016 ACCOMPLISHMENTS

- Improved communication between Town Attorney and Police Department staff and Officers, as well as Town staff in general.
- Improved relations with Applicants/Developers in the Town to be more proactive and timely.
- Advising Planning staff of estimated fees for reviews and drafting documents so developers are not surprised by such reimbursement costs.

GOALS

- Continue to improve communication and efficiencies with all Town Departments, including the Board of Trustees.
- Defend against any and all claims that may arise against the Town.
- Continue to render unbiased proactive advice to the Town Board and staff in an efficient and timely fashion.

OBJECTIVES

- Work with Town Planner to revise the existing Sign Code pursuant to requirements of U.S. Supreme Court case of Reed v. Town of Gilbert, AZ.
- Work with Town Clerk and MuniCode Corp regarding new codification of Town's Municipal Code
- Continue to provide the Town with efficient, timely and balanced legal services and advice as needed.
- Work to improve the procedures and processes in Municipal Court to achieve overall efficient and timely prosecution of all matters.
- Meet all legal and prosecutorial needs of the Town and its staff in an efficient and timely manner.
- Review new draft of Personnel Handbook and work with new HR Director to resolve any issues on an as needed basis.

HIGHLIGHTS

- I have requested a fee increase (for the first time in 10+ years). If approved, my hourly rate for general legal would go from $170.00 per hour to $190.00 per hour. My rate for reimbursable legal work would go from $190.00 per hour to $210.00 per hour. My paralegal's rate would also increase, for general legal it would go from $70.00 per hour to $80.00 and reimbursable fees would increase from $82.50 to $92.00.
- Experienced paralegal who worked in my office and for Garfield & Hecht for 12+ years has rejoined my staff in September, 2016.

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: GENERAL GOVERNMENT

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	-	-	-	199,869
SUPPLIES	-	-	-	8,150
PURCHASED SERVICES	-	-	-	137,776
DISCRETIONARY FUNDING	-	-	-	72,500
FIXED CHARGES	-	-	-	25,000
CAPITAL OUTLAY	-	-	-	-
CONTINGENCY	-	-	-	10,000
TOTAL EXPENDITURES	**-**	**-**	**-**	**453,295**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: GENERAL GOVERNMENT

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-50-115	Town Board	-	-	-	22,800
10-50-110	Salaries & Wages	-	-	-	129,150
10-50-125	Bonus	-	-	-	652
10-50-130	Car Allowance	-	-	-	6,000
10-50-135	Moving Expense	-	-	-	-
	Employer Contributions				
10-50-141	Unemployment Insurance	-	-	-	476
10-50-142	Workmen's Compensation	-	-	-	292
10-50-143	Health Benefits	-	-	-	23,000
10-50-144	F.I.C.A.	-	-	-	12,133
10-50-145	Retirement	-	-	-	5,366
	TOTAL PERSONNEL SERVICES	**-**	**-**	**-**	**199,869**
SUPPLIES					
10-50-210	Office Supplies	-	-	-	1,650
10-50-215	Election Expense	-	-	-	5,500
10-50-235	Equipment (non-capital)	-	-	-	1,000
	TOTAL SUPPLIES	**-**	**-**	**-**	**8,150**
PURCHASED SERVICES					
10-50-310	Communication & Transportation	-	-	-	1,320
10-50-330	Dues & Subscriptions	-	-	-	7,000
10-50-225	Uniforms	-	-	-	700
10-50-340	Utility Services (Phone/Internet)	-	-	-	1,856
10-50-351	Legal - General	-	-	-	78,000
10-50-362	Computer Support	-	-	-	5,800
10-50-363	Community Survey	-	-	-	-
10-50-376	Public Relations	-	-	-	6,000
10-50-359	Strategic Planning	-	-	-	5,000
10-50-361	Town Manager Search	-	-	-	-
10-50-371	Travel Expense	-	-	-	3,500
10-50-372	Meeting Expense	-	-	-	3,600
10-50-380	Tuition & Books	-	-	-	10,000
10-50-395	Contract Payments	-	-	-	15,000
	TOTAL PURCHASED SERVICES	**-**	**-**	**-**	**137,776**
DISCRETIONARY FUNDING					
10-50-420	Castle Peak Senior Center	-	-	-	-
10-50-450	Special Board Funding	-	-	-	-
10-50-915	Community Requests	-	-	-	72,500
	TOTAL DISCRETIONARY FUNDING	**-**	**-**	**-**	**72,500**
FIXED CHARGES					
10-50-510	CIRSA Insurance	-	-	-	25,000
	TOTAL FIXED CHARGES	**-**	**-**	**-**	**25,000**
10-50-900	**CONTINGENCY**	**-**	**-**	**-**	**10,000**
	TOTAL	**-**	**-**	**-**	**453,295**

Administration Department
Finance

DESCRIPTION

The Finance Department provides accounting, budgeting and other financial services for the Town. This includes such functions as budget preparation and monitoring, debt administration, cash management, processing and distribution of funds for accounts payable and payroll, utility billing, accounts receivable, fixed asset recording, financial record keeping and reporting, and risk management.

2016 ACCOMPLISHMENTS

- Completed $5.2 million bond issuance to fund the voter approved Eagle River Park project and other Town park improvements
- Set up the new Sales Tax Capital Improvement Fund (Eagle River Park Fund) within the accounting system and set up various investment accounts for the project and sales tax revenues
- Received an unqualified audit report from the Town's Auditing firm
- Coordinated gathering of information of the 2017 budget, separated original departments to create 4 new departments within the general fund for increased transparency, and assembled the budget document
- Coordinated gathering of all Town fees in order to build a Town wide fee schedule that will be evaluated, updated, and approved on an annual basis
- Ongoing processing of accounts payable, payroll, utility billing, collections and cash receipts, reconciliation of bank accounts, invoicing, and fixed asset recording
- Financial administration of bonds and loans issued for the Water Fund and Waste Water Fund

GOALS

- Provide accurate, concise, and timely reporting of the Town's financial condition and budget comparisons to facilitate the decision making process and ensure the fiscal stability of the Town
- Monitor revenue sources and trends in order to react quickly and appropriately during changing economic conditions
- Process payments to employees and vendors and billing to customers in a timely and accurate manner
- Maximize earnings on investments while insuring safety of investments
- Establish policies and procedures that protect the Town and ensure compliance

OBJECTIVES

- Establish financial policies and procedures and train employees for understanding and implementation
- Develop and generate financial reports and other ways to communicate financial information to Board and public

HIGHLIGHTS –

- Upgrade Town accounting software, acquire accounts receivable module and provide employee training on Software
- Expand accounting information access to public works and community development for more timely information to all departments

Administration Department
Town Clerk

DESCRIPTION

The office of the Town Clerk prepares agenda materials, packets, and minutes for Town Board meetings; attends Board meetings; serves as Clerk of the Board; keeps an accurate record of all the official acts of the Board; manages liquor, marijuana and business licenses; issues special event permits on behalf of Town, conducts Regular Municipal and Special Elections; coordinates records management function; is the custodian of the Town seal and shall affix the Town seal to such documents as the law or the Board of Trustees requires, manages content and updates of Town Website, coordinates updates to Municipal Code and responds to Open Records Requests.

2016 ACCOMPLISHMENTS

- MuniCode Corporation was contracted to update and re-codify our Municipal Code. Process is anticipated to be completed Fall of 2017.
- Successful completion of 2016 General Municipal Mail Ballot Election with TABOR issue.
- Transitioned website with new format and façade
- Implemented Sales Tax Increase with Eagle businesses
- Started All Staff Meetings to include safety and wellness training
- Started process for leasing Old Town Hall to enhance downtown vibrancy and provide space to non-profit entities.

GOALS

- Provide citizens, residents and visitors with on-line forms for all departments on website
- Include licensing (Liquor, Business, Marijuana, Contractor's) with current financial software for better tracking and monitoring
- Participate in assessing and rebalancing administrative tasks
- Implement a training budget for administrative staff
- Participate in assessing how to implement on-line payments for some town fees
- Investigate tracking of licensing using Casselle software modules
- Bring Town of Eagle into current practices with other similar Towns and Cities with information technology
- Engaging residents with on-line access to facilities, permits, licensing actions and information
- Enable staff to provide timely information, data and to create town board packets and agendas
- Develop internal and external communications plan
- Implement IT training schedule for MS Office and SharePoint
- Determine Treasurer role and specific duties

OBJECTIVES

- Continue and expand management training, communication and leadership
- Use IT to strengthen the organization's communication, accessibility and transparency
- Provide residents and visitors timely information and business interaction through website to enhance customer service.

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: GENERAL ADMINISTRATION

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	845,529	914,057	871,047	483,756
SUPPLIES	11,946	26,450	24,000	20,500
PURCHASED SERVICES	265,753	340,424	400,386	155,980
FIXED CHARGES	53,129	51,688	53,188	28,188
CAPITAL OUTLAY	-	26,600	26,600	17,325
DISCRETIONARY FUNDING	95,600	109,000	106,500	-
CONTINGENCY	57,509	10,000	10,000	5,000
TOTAL EXPENDITURES	**1,329,467**	**1,478,219**	**1,491,721**	**710,749**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: GENERAL ADMINISTRATION

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-51-110	Salaries & Wages	540,262	566,227	541,804	317,950
10-51-115	Town Board	22,230	22,800	22,800	-
10-51-118	Planning & Zoning	-	8,400	8,400	-
10-51-120	Overtime	10,808	10,000	5,000	2,060
10-51-125	Bonus	10,211	16,030	13,882	3,532
10-51-130	Car Allowance	5,850	6,000	3,750	-
10-51-135	Moving Expense	1,986	-	10,000	-
	Employer Contributions				
10-51-141	Unemployment Insurance	2,311	1,795	1,817	971
10-51-142	Workmen's Compensation	2,189	2,700	2,257	669
10-51-143	Health Benefits	169,616	192,000	185,210	115,000
10-51-144	F.I.C.A.	45,782	48,153	46,331	24,751
10-51-145	Retirement	32,835	38,952	28,796	17,823
10-51-147	Retirement Fees	1,450	1,000	1,000	1,000
	TOTAL PERSONNEL SERVICES	**845,529**	**914,057**	**871,047**	**483,756**
SUPPLIES					
10-51-210	Office Supplies	7,487	7,000	7,000	4,000
10-51-215	Election Expense	24	10,000	8,000	-
10-51-225	Uniforms	-	-	-	400
10-51-231	Vehicle Repair & Maint Supplies	267	400	700	500
10-51-232	Gas & Oil	918	1,750	1,000	600
10-51-235	Equipment (non-capital)	3,251	7,300	7,300	15,000
	TOTAL SUPPLIES	**11,946**	**26,450**	**24,000**	**20,500**
PURCHASED SERVICES					
10-51-310	Communication & Transportation	4,714	5,000	5,000	3,080
10-51-320	Legal Notices	7,296	7,500	7,500	6,500
10-51-330	Dues & Subscriptions	12,877	15,460	20,000	6,700
10-51-340	Utility Services (Phone/Internet)	11,201	12,000	12,000	7,500
10-51-345	Credit Card Transaction Fees	10,522	5,150	13,000	14,000
10-51-350	Legal - Reimbursable	26,592	35,000	35,000	-
10-51-351	Legal - General	58,276	60,000	70,000	-
10-51-352	Auditing & Accounting	27,712	28,000	35,420	31,000
10-51-347	Professional administrative Services	3,104	26,000	48,860	19,000
10-51-353	Engineering - Reimbursable	496	1,000	1,000	-
10-51-354	Engineering - General	738	3,000	3,000	-
10-51-356	Inspection Services	45,165	38,000	38,000	-
10-51-360	Repair & Maint Services	551	500	700	500
10-51-362	Computer Support	27,062	28,977	28,977	33,000
10-51-363	Community Survey	-	2,650	2,650	-
10-51-376	Public Relations	3,173	3,231	3,618	300
10-51-359	Strategic Planning	-	5,000	5,000	-
10-51-364	Community Planning	25	16,000	16,000	-
10-51-361	Town Manager Search	-	-	12,705	-

FUND: GENERAL
DEPT: GENERAL ADMINISTRATION

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PURCHASED SERVICES (continued)					
10-51-371	Travel Expense	3,866	7,000	7,000	4,700
10-51-372	Meeting Expense	1,408	4,000	4,000	2,000
10-51-380	Tuition & Books	4,868	15,000	15,000	11,500
10-51-385	Treasurer Fees	5,924	12,500	6,500	6,500
10-51-393	Recording Documents	438	1,000	1,000	1,000
10-51-395	Contract Payments	8,256	8,256	8,256	8,500
10-51-398	Miscellaneous	1,488	200	200	200
	TOTAL PURCHASED SERVICES	**265,753**	**340,424**	**400,386**	**155,980**
DISCRETIONARY FUNDING					
10-51-420	Castle Peak Senior Center	25,000	45,000	45,000	-
10-51-450	Special Board Funding	20,000	14,000	11,500	-
10-51-915	Community Requests	50,600	50,000	50,000	-
	TOTAL DISCRETIONARY FUNDING	**95,600**	**109,000**	**106,500**	**-**
FIXED CHARGES					
10-51-510	CIRSA Insurance	45,821	45,688	45,688	20,688
10-51-515	CIRSA Insurance - Pavilion	7,308	6,000	7,500	7,500
	TOTAL FIXED CHARGES	**53,129**	**51,688**	**53,188**	**28,188**
10-51-710	**CAPITAL OUTLAY**	**-**	**26,600**	**26,600**	**17,325**
10-51-900	**CONTINGENCY**	**57,509**	**10,000**	**10,000**	**5,000**
	TOTAL	**172,439**	**150,288**	**151,788**	**710,749**

Community Development Department

DESCRIPTION

The Department is responsible for long range planning including the Eagle Area Community Plan, West Eagle Sub-Area Plan and recently completed Eagle River Corridor Plan; review and processing of land use applications including revisions to our Land Use and Development Code; and review, approval and inspection of building permits. The Department also provides information to the Town Manager to assist in formulating plans and policies and coordinates activities related to the implementation of the Eagle River Corridor Plan most notably at this time the design of the Eagle River Park.

2016 ACCOMPLISHMENTS

- Hired Administrative Assistant to support growth and development
- Compensation of Planning Commission Members ($100 per month)
- Contracted with Meritage and initiated the implementation of online building permit system (building department software)
- Implemented user-friendly land use application and development flowchart
- Publication of the Eagle River Corridor Plan
- Hosted Symposium of Towns transformed by their rivers: Salida, Buena Vista and Golden
- Preparation of materials for Ballot Initiative .5% Tax Increase
- Completion of 90% Design Drawings for In-Stream portion of River Park
- IGA with Eagle County for River Park
- Issuance of RFQ for upland river park design. Anticipate issuance of RFP and selection of Civil/Landscape Architecture Team by end December, 2016
- Selective Land Use Code Amendments including major overhaul of the sign code to be adopted in 2017.
- Coordinated CDOT land disposition to City Market, facilitated land use applications, and directed the preparation of Development Improvements Agreement.

  Note: The comprehensive revision of the Land Use and Development Code was not completed due to other priorities. However, several selected changes to the code were made.

GOALS

- Amendment to West Eagle Sub Area Plan
- Eagle River Park - Landscape and Civil Engineering Design Completion
- Continue to make selected revisions to Land Use and Development Code
- Full operation of Meritage System for Building Department
- Continued support of strategic planning for construction of LBWTP
- Process major Land Use Applications:
  - Major Amendment to Haymeadow PUD and Development Improvements Agreement
  - Annexation and entitlement for JHY
  - Annexation and entitlement for Green Bridge
- Department Succession Planning

OBJECTIVES

- Prepare public outreach and strategy to revise West Eagle Plan
- Select River Park Design Team, Prepare Contract, and advertise public outreach for design of the park
- Identify selective parts of the Land Use and Development Code needing revision. One of the key objectives would be to create a Mixed Use Zone District that would facilitate "as a right of use" mixed use development. Rezoning of Highway 6 Corridor needs to be accomplished. Cannot build anything on these properties without multiple variance application.
- Prepare budget and select consultant to review and revise parking regulations with specific focus downtown need to be revised to facilitate in-fill development.
- Create a Development Review Team. Schedule bi monthly regular meetings to review development applications and discuss issues.
- Work with Eagle County School District to revise Scholl Land Dedication Regulations and Adequate Public Facilities

HIGHLIGHTS

- Question regarding building official consultant vs an in-house "Town" building official
- Training related to effective administration of building department
- Training of Assistant Planner in GIS and other graphic software
- Consider making engineering review of land use applications a pass through cost

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICE	-	-	-	400,244
SUPPLIES	-	-	-	3,450
PURCHASED SERVICES	-	-	-	123,890
FIXED CHARGES	-	-	-	-
CAPITAL OUTLAY	-	-	-	-
CONTINGENCY	-	-	-	5,000
TOTAL EXPENDITURES	**-**	**-**	**-**	**532,584**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

DETAIL OF EXPENDITURES		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-52-110	Salaries & Wages	-	-	-	259,325
10-52-115	Planning and Zoning Board	-	-	-	9,600
10-52-120	Overtime	-	-	-	3,090
10-52-125	Bonus	-	-	-	2,510
	Employer Contributions				
10-52-141	Unemployment Insurance	-	-	-	824
10-52-142	Workmen's Compensation	-	-	-	1,644
10-52-143	Health Benefits	-	-	-	88,550
10-52-144	F.I.C.A.	-	-	-	21,001
10-52-145	Retirement	-	-	-	13,700
	TOTAL PERSONNEL SERVICES	**-**	**-**	**-**	**400,244**
SUPPLIES					
10-52-210	Office Supplies	-	-	-	1,500
10-52-220	Operating Supplies	-	-	-	-
10-52-225	Uniforms	-	-	-	200
10-52-230	Repair & Maintenance Supplies	-	-	-	-
10-52-231	Vehicle Repair & Maintenance Supplies	-	-	-	500
10-52-232	Gas & Oil	-	-	-	750
10-52-235	Equipment (non-capital)	-	-	-	500
	TOTAL SUPPLIES	**-**	**-**	**-**	**3,450**
PURCHASED SERVICES					
10-52-310	Communication & Transportation	-	-	-	600
10-52-320	Legal Notices	-	-	-	1,000
10-52-330	Dues & Subscriptions	-	-	-	3,850
10-52-340	Utility Services (Phones/Internet)	-	-	-	4,600
10-52-343	Personnel Services	-	-	-	100
10-52-347	Professional Services	-	-	-	17,500
10-52-350	Legal Reimbursable	-	-	-	12,000
10-52-351	Legal	-	-	-	27,500
10-52-353	Engineering Reimbursable	-	-	-	5,000
10-52-378	Contract Services	-	-	-	-
10-52-360	Repair & Maintenance	-	-	-	500
10-52-362	Computer Support	-	-	-	20,340
10-52-365	Mapping	-	-	-	800
10-52-371	Travel Expense	-	-	-	2,000
10-52-372	Meeting Expense	-	-	-	150
10-52-378	Contracted Services	-	-	-	18,750
10-52-380	Tuition & Books	-	-	-	3,950
10-52-393	Recording Documents	-	-	-	750
10-52-395	Contract Payments	-	-	-	4,500
	TOTAL PURCHASED SERVICES	**-**	**-**	**-**	**123,890**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

FIXED CHARGES					
10-52-510	CIRSA Insurance	-	-	-	-
	TOTAL FIXED CHARGES	**-**	**-**	**-**	**-**
10-52-710	**CAPITAL OUTLAY**	**-**	**-**	**-**	**-**
10-52-900	**CONTINGENCY**	**-**	**-**	**-**	**5,000**
	TOTAL EXPENDITURES	**-**	**-**	**-**	**532,584**

Streets Department

DESCRIPTION

The Streets Department maintains and performs limited construction of the streets and rights-of-way within the town limits. Department is also responsible for signage, weed control, management of the "urban forest," storm water drainage, and winter maintenance within the Public ROW.

2016 ACCOMPLISHMENTS

- Completed pavement management study. The pavement condition index (PCI) is 77 which is very good, well above the national averages. The backlog of "Very Poor" and "Poor" roads is 0.2% which is excellent.
- Devolution will be completed by the end of the year. The Town will assume full responsibility for Grand Avenue including access control.
- Partial reconstruction on Sixth Street. The old asphalt was removed. The existing road base was re-compacted and new road base was added to provide a normal crown. New asphalt was installed. Drainage was improved and parking was increased.
- Supported expansion of City market
- Routine maintenance operations including crack filling, striping, replace signs and street lights, sweeping, plowing and mowing.

GOALS

- Implement first year of Pavement Management Study based on funding allocation
- Maintain and upgrade fleet and equipment to insure ability to keep roadways safe and in good condition
- Review need for handicap spaces on Broadway Street
- Support efforts to develop 2018-2022 Capital Improvement Program

OBJECTIVES

- Complete Phase 1 of Grand Avenue Engineering/Planning Study to include: capacity, future access, intersections, drainage, pedestrian & streetscape components
- Reconstruction of Seventh Street from Capitol to McIntyre replacing asphalt and subgrade as needed.
- Incorporate (annex) Grand Ave (Devolution) into street planning
- Look for opportunities to bring in outside funds to fund needed improvements

HIGHLIGHTS

- Begin implementation of 10-Year Pavement Management Plan
- More accurately match personnel services with funding sources, resulting in less reliance on the Water Fund
- Street repair and maintenance will increase by approximately $10,000 due to addition of Grand Avenue to street inventory

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: STREETS

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	716,346	841,959	654,264	484,277
SUPPLIES	119,066	151,299	149,799	137,900
PURCHASED SERVICES	263,130	381,240	364,690	555,600
FIXED CHARGES	19,500	19,518	19,518	19,500
CAPITAL OUTLAY	5,026	-	-	-
CONTINGENCY	-	10,000	-	10,000
TOTAL EXPENDITURES	**1,123,069**	**1,404,016**	**1,188,271**	**1,207,277**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: STREETS

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-54-110	Salaries & Wages	451,463	494,898	394,044	284,752
10-54-120	Overtime	24,036	25,255	20,000	15,450
10-54-125	Bonus	5,089	17,252	4,972	5,020
	Employer Contributions				
10-54-141	Unemployment Insurance	1,461	1,612	1,257	916
10-54-142	Workmen's Compensation	13,252	14,100	16,649	15,257
10-54-143	Health Benefits	156,667	216,000	161,000	119,600
10-54-144	F.I.C.A.	36,678	41,111	32,055	23,349
10-54-145	Retirement	27,700	31,731	24,288	19,933
	TOTAL PERSONNEL SERVICES	**716,346**	**841,959**	**654,264**	**484,277**
SUPPLIES					
10-54-210	Office Supplies	1,884	3,500	3,500	1,100
10-54-220	Operating Supplies	1,280	2,000	2,000	2,000
10-54-225	Uniforms	1,504	2,000	2,000	1,300
10-54-230	Street Repair & Maint. Supplies	73,050	76,000	76,000	87,000
10-54-231	Vehicle Repair & Maint Supplies	19,329	25,000	32,000	22,500
10-54-232	Gas, Diesel & Oil	13,188	25,000	17,000	16,000
10-54-235	Equipment (non-capital)	8,832	17,299	17,299	8,000
10-54-355	Traffic Count Materials	-	500	-	-
	TOTAL SUPPLIES	**119,066**	**151,299**	**149,799**	**137,900**
PURCHASED SERVICES					
10-54-310	Communication & Transportation	3,458	5,000	4,000	4,000
10-54-320	Legal Notices	393	600	500	600
10-54-330	Dues and Subscriptions	52	250	250	250
10-54-340	Utility Services	41,578	45,000	45,000	45,000
10-54-354	Engineering	-	2,000	2,000	-
10-54-357	R.R. R-O-W Lease Agreement	12,100	12,100	-	-
10-54-359	Pavement Management Study	38,152	-	5,000	-
10-54-360	Repair & Maintenance Services	6,189	30,000	25,000	25,000
10-54-361	Street Resurfacing	118,258	200,000	200,000	400,000
10-54-362	Computer Support/Software	5,593	4,940	4,940	2,400
10-54-365	Tree Management/Replacement	6,555	15,000	15,000	15,000
10-54-366	Weed Control	-	2,500	-	-
10-54-367	Equipment Lease	28,447	60,000	60,000	60,000
10-54-369	Seabry Tree Cost Share	1,200	-	-	-
10-54-371	Travel Expense	-	500	250	500
10-54-372	Meeting Expense	257	350	250	350
10-54-380	Tuition & Books	222	1,500	1,000	1,000
10-54-390	CDL Testing	677	1,500	1,500	1,500
	TOTAL PURCHASED SERVICES	**263,130**	**381,240**	**364,690**	**555,600**

FUND: GENERAL
DEPT: STREETS

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FIXED CHARGES					
10-54-510	CIRSA Insurance	19,500	19,518	19,518	19,500
	TOTAL FIXED CHARGES	**19,500**	**19,518**	**19,518**	**19,500**
10-54-710	**CAPITAL OUTLAY**	**5,026**	**-**	**-**	**-**
10-54-900	**CONTINGENCY**	**-**	**10,000**	**-**	**10,000**
	TOTAL EXPENDITURES	**1,123,069**	**1,404,016**	**1,188,271**	**1,207,277**

Engineering Department

DESCRIPTION

Engineering is a new department. It used to be included in the Streets Department. that used to be funded within the Streets budget. The department consists of the Town Engineer, Assistant Town Engineer and Public Works Inspector.

2016 ACCOMPLISHMENTS

- Oversaw water system improvements including: upgrade of Wall Street and Bush Creek Mains and installation of new Brush Creek intake
- Participated in Development Review Team and provided input on Haymeadow, Frost Creek, Sylvan Circle, Creekside, JHY and others
- Installed Eby Creek bus shelters
- Reviewed plans for Black Hills gas pipeline replacement project and oversaw construction in conjunction with Open Space
- Participated in review of finances related to construction of Lower Basin Water Treatment Plant

GOALS

- Take leadership role with regard to Riverfront Project Team
- Take the lead in process leading to construction of Lower Basin Water Treatment Plant
- Work in partnership with all other departments within Public Works, Community Development, Finance and the Town Manager
- Support Planning and Zoning Commission and Town Board
- Maintain public safety on Town properties and Right of Ways
- Initiate and complete Phase 1 Grand Avenue Engineering/Planning Study

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT: ENGINEERING

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICE	-	-	-	289,811
SUPPLIES	-	-	-	18,750
PURCHASED SERVICES	-	-	-	28,600
FIXED CHARGES	-	-	-	-
CAPITAL OUTLAY	-	-	-	-
CONTINGENCY	-	-	-	10,000
TOTAL EXPENDITURES	**-**	**-**	**-**	**347,161**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT: ENGINEERING

DETAIL OF EXPENDITURES		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-59-110	Salaries & Wages	-	-	-	198,077
10-59-120	Overtime	-	-	-	5,150
10-59-125	Bonus	-	-	-	1,597
	Employer Contributions				
10-59-141	Unemployment Insurance	-	-	-	614
10-59-142	Workmen's Compensation	-	-	-	3,874
10-59-143	Health Benefits	-	-	-	56,350
10-59-144	F.I.C.A.	-	-	-	15,669
10-59-145	Retirement	-	-	-	8,480
	TOTAL PERSONNEL SERVICES	**-**	**-**	**-**	**289,811**
SUPPLIES					
10-59-210	Office Supplies	-	-	-	2,500
10-59-220	Operating Supplies	-	-	-	500
10-59-225	Uniforms	-	-	-	750
10-59-230	Repair & Maintenance Supplies	-	-	-	5,000
10-59-231	Vehicle Repair & Maintenance Supplies	-	-	-	4,000
10-59-232	Gas & Oil	-	-	-	3,000
10-59-235	Equipment (non-capital)	-	-	-	3,000
	TOTAL SUPPLIES	**-**	**-**	**-**	**18,750**
PURCHASED SERVICES					
10-59-310	Communication & Transportation	-	-	-	500
10-59-320	Legal Notices	-	-	-	600
10-59-330	Dues & Subscriptions	-	-	-	100
10-59-340	Utility Services (Phones/Internet)	-	-	-	4,500
10-59-353	Engineering Reimbursable	-	-	-	10,000
10-59-354	Engineering	-	-	-	7,500
10-59-355	Traffic Count	-	-	-	-
10-59-356	Mapping	-	-	-	500
10-59-357	Consultant	-	-	-	-
10-59-360	Repair & Maintenance	-	-	-	1,000
10-59-362	Computer Support	-	-	-	2,500
10-59-371	Travel Expense	-	-	-	250
10-59-372	Meeting Expense	-	-	-	150
10-59-380	Tuition & Books	-	-	-	1,000
10-59-395	Contract Payments	-	-	-	-
	TOTAL PURCHASED SERVICES	**-**	**-**	**-**	**28,600**

FUND:GENERAL
DEPT: ENGINEERING

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FIXED CHARGES					
10-59-510	CIRSA Insurance	-	-	-	-
	TOTAL FIXED CHARGES	**-**	**-**	**-**	**-**
10-59-710	**CAPITAL OUTLAY**	**-**	**-**	**-**	**-**
10-59-900	**CONTINGENCY**	**-**	**-**	**-**	**10,000**
	TOTAL EXPENDITURES	**-**	**-**	**-**	**347,161**

Buildings & Grounds Department

DESCRIPTION

Maintain Town buildings, restrooms, park, Broadway streetscape, Visitor Center, and the roundabout landscaping. Responsibilities include repair, mowing, cleaning of facilities and pavilion check in and out. Department clears snow from recreation paths, sidewalks and Town facilities in the winter. Department is responsible for daily safety check of all Town properties, especially playgrounds.

2016 ACCOMPLISHMENTS

- Improved the turf, maintenance and appearance of all Town parks
- Improved heating and cooling of Town Hall
- Improved Grand Avenue landscaping
- Converted popcorn ceiling to drop ceiling at Old Town Hall

2017 GOALS

- Replace carpet and blinds at the Pavilion
- Get all Town buildings on a 2- 3 year painting schedule
- Add Pumptrack area into routine maintenance schedule
- Consider designation of Pool & Ice Rink, BMX Track, Pumptrack and Haymaker Trail as another Town Park
- Visitor Center improvements
- Participate in development of 2018-2022 Capital Improvement Program

OBJECTIVES

- Upgrade sprinkler system for soccer fields
- Maintenance plan for all Town buildings

HIGHLIGHTS

- Additional funding for Pavilion improvements at $17,000
- Additional funding for needed Information Center upgrades at $18,000
- Raise fees to help with need for additional funding

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: BUILDING & GROUNDS

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	296,181	324,818	289,338	319,458
SUPPLIES	92,828	85,500	80,300	83,000
PURCHASED SERVICES	139,561	230,081	158,313	174,070
FIXED CHARGES	11,210	15,314	15,314	16,000
CAPITAL OUTLAY	-	-	-	35,850
CONTINGENCY	-	5,000	-	5,000
TOTAL EXPENDITURES	**539,780**	**660,713**	**543,265**	**633,378**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: BUILDING & GROUNDS

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-56-110	Salaries & Wages	182,622	203,287	179,278	202,444
10-56-120	Overtime	8,077	9,000	6,500	6,695
10-56-125	Bonus	1,949	2,498	2,282	2,564
	Employer Contributions				
10-56-141	Unemployment Insurance	575	644	564	635
10-56-142	Workmen's Compensation	8,943	9,500	8,419	9,215
10-56-143	Health Benefits	69,173	72,000	69,000	71,300
10-56-144	F.I.C.A.	14,671	16,431	14,387	16,195
10-56-145	Retirement	10,171	11,458	8,908	10,410
	TOTAL PERSONNEL SERVICES	**296,181**	**324,818**	**289,338**	**319,458**
SUPPLIES					
10-56-220	Operating Supplies	182	500	300	500
10-56-225	Uniforms	596	1,000	1,000	1,000
10-56-230	Facility Repair & Maint. Supplies	53,960	45,000	45,000	46,500
10-56-231	Vehicle Repair & Maint Supplies	5,660	6,000	4,000	6,000
10-56-232	Gas & Oil	8,653	9,000	6,000	7,500
10-56-235	Equipment (non-capital)	8,089	7,500	7,500	4,500
10-56-240	Janitorial Supplies	15,688	16,500	16,500	17,000
	TOTAL SUPPLIES	**92,828**	**85,500**	**80,300**	**83,000**
PURCHASED SERVICES					
10-56-310	Communication & Transportation	1,524	1,700	1,700	1,800
10-56-320	Legal Notices	-	-	500	500
10-56-340	Utility Services	54,491	60,000	60,000	63,000
10-56-343	Personnel Services	-	-	250	250
10-56-345	Irrigation Service Agreement (Eagle Ranch)	4,488	6,500	5,500	6,500
10-56-350	Building Maintenance Study	4,121	5,000	-	-
10-56-358	Janitorial Maintenance Contracts	25,896	30,396	30,500	32,250
10-56-360	Repair & Maintenance Services	31,641	38,363	38,363	45,570
10-56-362	Computer Support	835	1,122	500	1,200
10-56-395	Contract Payments	16,565	87,000	21,000	23,000
	TOTAL PURCHASED SERVICES	**139,561**	**230,081**	**158,313**	**174,070**
FIXED CHARGES					
10-56-510	CIRSA Insurance	11,210	15,314	15,314	16,000
	TOTAL FIXED CHARGES	**11,210**	**15,314**	**15,314**	**16,000**
10-56-710	**CAPITAL OUTLAY**	**-**	**-**	**-**	**35,850**
10-56-900	**CONTINGENCY**	**-**	**5,000**	**-**	**5,000**
	TOTAL EXPENDITURES	**539,780**	**660,713**	**543,265**	**633,378**

FUND: GENERAL
DEPT: BUILDING & GROUNDS

DETAIL OF EQUIPMENT & CAPITAL OUTLAY

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
DETAIL OF EQUIPMENT (NON-CAPITAL)					
10-56-235					
	Trailer	-	3,500	3,500	-
	IT Equipment	806	-	-	-
	Pavilion Equipment	-	-	-	-
	Lawn Aerator	3,999	-	-	-
	Miscellaneous Equipment	3,284	4,000	4,000	4,500
	TOTAL EQUIPMENT (NON-CAPITAL)	**8,089**	**7,500**	**7,500**	**4,500**
DETAIL OF CAPITAL OUTLAY					
10-56-710	Information Center Roof Replacement	-	-	-	18,850.00
	Pavilion Improvements - Carpet				6,000.00
	Pavilion Improvements - Blinds	-	-	-	11,000.00
	Miscellaneous Equipment	-	-	-	-
	TOTAL CAPITAL OUTLAY	**-**	**-**	**-**	**35,850**

Public Safety Department

DESCRIPTION

The Town of Eagle Police Department is a community-oriented organization consisting of six patrol officers, two sergeants, a patrol operations lieutenant, a chief and a records clerk/evidence technician. Your public safety team is committed to providing professional police services 24 hours a day, 365 days a year. With a focus on innovative techniques and quality police services for our citizens and guests, we are committed to providing professional standards of care, achieved through a shared vision of mutual responsibility for safety, service and problem resolution. As public trust is at the foundation to our profession, we are committed to fair, ethical, honest and impartial execution of duties based on our Mission, Vision and Values.

Our Mission is to enhance the quality of life within the Town through partnership and cooperation with our community in the development and delivery of professional police services.

2016 ACCOMPLISHMENTS

The following is a summary of goals which were included in our proposed 2016 budget process, along with some examples, providing insight into our desired process and results:

- **Design or improve upon innovative crime prevention strategies with a focus on education and community programs**
    - Excellence in Action Community Service Appreciation initiative implemented in August
    - Community networking and media attention focused on crime patterns and trends
    - Development of educational materials
    - Continued commitment with Law Enforcement Immigrant Advisory Committee and assigned EPD liaison for APD Spanish Citizens Police Academy
    - Implemented a drug-takeback program for Golden Eagle
    - Continued with a "Cup of Joe"
- **Promote avenues of restorative justice philosophies at the police and prosecutorial level**
    - Focused on the enhancement of police and prosecutorial communication avenues
    - Promoted 5th Judicial District's diversion program
    - Developed optional street-level deferred program for juveniles involving essay and/or presentations (i.e. minor infractions or first time offenses)
- **Continue enhancing avenues for organizational success, while focusing on organizational goals, best-practice standards and 3rd party recommendations**
    - Implemented systems of consistency for our leadership and management team
    - Continued focus on training techniques designed to improve upon the knowledge, skills and abilities of each team member
    - Continued assessment of strategies designed to improve performance
    - Achievement of a variety of 3rd party goals
- **Focus on youth programs with special attention on safety, technology and marijuana issues**
    - Promoted safety awareness through media, social media and events
    - Continued focus on special assignments, training and education seminars with area schools within the confines of current staffing levels

    - Developed in-house marijuana education course for middle-school aged children and partnered with a local marijuana dispensary to educate parents on youth marijuana prevention
- **Development of an agreement with neighboring agencies to combat the unlawful distribution of drugs in our community**
    - Part-time detective attended prerequisite training (grant funded) and was assigned as a liaison to Eagle County's multi-jurisdictional narcotic interdiction team
    - Three illicit drug dealers arrested who were selling drugs at (or near) local business in Eagle
    - One methamphetamine dealer arrested who had been residing near a local school in Eagle
- **Development and enrichment of new personnel, with a focus on leadership and management principles**
    - In-house coaching, mentoring and management process implemented
    - Early Intervention System (EIS) design and implementation in QTR 4
    - Training program for the development and enhancement of new sergeant staff scheduled for completion at the end of 2016
    - Continued focus on outside training programs for all staff
    - Development of in-house instructors
    - Focused on web-based training and interactive simulator training (assists in maintaining staffing priorities)
    - Patrol team fully staffed as of September 2016
- **Enhancement of staff training with a focus on the newly implemented department policy and State of Colorado POST annual requirements**
    - New policy and organizational guidelines released at the beginning of 2016
    - Daily Training Bulletins correlating to new policy implemented mid-year
    - All staff members are on schedule to exceed minimum mandatory training requirements in 2016
- **Continued enhancement of community networking through modern strategies of design, patrol initiatives, community meetings, and use of technology**
    - Department quarterly newsletters
    - Town Facebook Page postings (EPD continues to receive a high number of "likes")
    - Community initiatives (i.e. Lemonade Stands Project, Sticker Bombs, police events).
    - E-ticket hardware and software training (deployed in April 2016)
- **Acquire vehicles and equipment necessary to maintain consistency with modern police practices, while providing for safety and the viability of our Mission**
    - Process developed in conjunction with a vehicle replacement schedule for the police department
    - Replaced two aging patrol vehicles in 2016
    - Acquired a low-mileage Chief of Police vehicle(Hybrid) to replace an 11 YRO Impala
    - Developed inventory standards and schedules for major equipment replacement
    - Began to acquire necessary police equipment
    - On schedule to obtain police MDT units by December 2016
- **Continued focus on alternative funding avenues for training and training equipment**

    - State funding request for $20,000 fulfilled for the 2016-2017 fiscal year
    - CDOT funding request for $9,300 fulfilled in 2016
    - Smaller community requests, POST equipment grants an bullet proof vest cost sharing grants fulfilled in 2016 (scheduled to continue in BY 2017)
    - In-kind service and equipment donations from professional entities
- **Fulfillment of a part-time (two-day per week) position to aid the Police Records and Municipal Court Clerk position**
    - Part-time clerk hired in 2016
    - Systematic process pending for the separation of police and municipal court
- **Continued anticipation for overall financial recovery in the approval for fulfillment of an additional certified officer position *recommended by True to Course, LLC.***
    - FTE request for 2017 budget year

GOALS

- Initiate the process to become a Colorado State Accredited Police Agency.
- Continue with the momentum of success with our implemented initiatives and enhance the design, practice and/or delivery, when necessary.
- Continue to assess our newly implemented policy and delivery of services to ensure best-practice standards are consistently achieved and aligned with our Mission, Vision and Values.
- Align the police department with our new event coordinator in promoting standards of stewardship and service to ensure safety, objectives and attributes of community spirit are maintained with event planning.
- Focus on school initiatives, educational programs, safety drills, parent-teacher opportunities, after-school programs and interventions with a full-time SRO.
- Continue to acquire vehicles, training equipment and police equipment necessary to maintain consistency with modern police practices, while providing for officer and community safety.
- Address crime and disorder.
- Use financial recourses efficiently and continue our focus with local and state grant applications.
- Focus on retention of qualified staff.
- Maintain consistency with Colorado P.O.S.T. standards regarding new legislative mandates for training and procure alternative resources to assist with funding for these mandated training programs.
- Acquire initial funding and develop a training plan for the new record management system.
- Concentrate on safety trainings and volunteer preventative health care initiative(s).
- Establish criteria for when the use of a citizen police review committee may be beneficial to assist the police department with assessment and review of identified programs and/or procedures.
- Use social media to capitalize on effective information sharing and community involvement with our team.

OBJECTIVES

- Your police department was reorganized and various strategies were implemented in 2016 to enhance leadership and management of our organization. Development of departmental policy, strategic design of best-practice principles, acquisition of alternative funding programs and revised service-oriented procedures were formalized in 2016. As staffing allows, these enhancements will continue in 2017 with an anticipated expansion of our organizational design, as respectfully proposed, in an effort to increase our potential with community services and service-oriented consistency (with a direct focus on our schools).
- Initiate a CACP surveyor/inspector to assess current operations in order to provide the roadmap and list of objectives necessary to attain the goal of accreditation through the CACP Professional Standards Accreditation program.
- Your police department will continue to work effectively with the new TOE Event FTE proposed for 2017 to capitalize on effective staffing and planning for upcoming events.
- Your police department will continue to focus on community-oriented outreach events, community notification techniques, crime-prevention media, youth education methods, professional networking systems and customer-service philosophies.
- Your police department has been successful with strategic planning, which included a successful budgeting model in 2016, without any mid-year funding requests, which will continue as our goal in 2017.
- Your police department continues to prolong the life of necessary equipment while seeking grants and professional entity equipment donations, as we continue our focus in 2017 with replacement schedules and equipment maintenance systems implemented by our current administration.
- Your police department will continue with alternative funding research and current initiatives for training and training equipment, extra duty and shared funding options.
- Your police department will continue to successfully meet or exceed a majority of the long-term recommendations denoted by our 3rd party consultant.
- Your police department will strive to provide our community with enhanced, effective, efficient and community-oriented police services available within the confines of existing resources.

HIGHLIGHTS

- A staffing request for 2017 has been respectfully submitted for an additional sworn FTE. The primary purpose of this FTE is to focus on school programs and assist with the overall effectiveness, efficiency and safety on our team - *please refer to the 2017 FTE Public Safety budget narrative proposal for additional detail.*

- Technology applications and service providers are denoted to have impacts on the public safety budget. The most significant of these will include an $11,000.00 down payment for a new records management system - *please refer to the 2017 CAD RMS Public Safety budget narrative proposal for additional detail.*
- Proposed 2017 Capital Improvements will have financial impacts, with long-term benefits, as two vehicles are respectfully requested – *please refer to the 2017 Vehicle Replacement Public Safety budget narrative proposal for additional detail.*

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT:PUBLIC SAFETY

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICE	949,519	1,124,702	1,140,716	1,255,226
SUPPLIES	39,869	55,490	49,300	64,890
PURCHASED SERVICES	254,620	268,753	255,652	267,127
FIXED CHARGES	20,475	20,469	19,969	21,475
CAPITAL OUTLAY	-	-	-	-
CONTINGENCY	-	10,000	-	10,000
TOTAL EXPENDITURES	**1,264,482**	**1,479,414**	**1,465,637**	**1,618,718**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT:PUBLIC SAFETY

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-55-110	Salaries & Wages	559,685	681,164	665,239	721,245
10-55-120	Overtime	26,077	16,000	19,500	18,025
10-55-110	Holiday Pay	25,533	27,300	33,234	37,597
10-55-110	Special Duty	20,625	4,300	36,050	40,000
10-55-110	Special Duty (CIOT)	-	-	7,140	8,000
10-55-125	Bonus	7,198	15,347	7,764	9,302
	Employer Contributions				
10-55-141	Unemployment Insurance	1,905	2,232	2,307	2,506
10-55-142	Workmen's Compensation	21,630	22,500	24,425	27,707
10-55-143	Health Benefits	209,302	264,000	253,000	276,000
10-55-144	F.I.C.A.	48,574	56,925	58,823	63,898
10-55-145	Retirement	28,990	34,934	33,234	50,946
	TOTAL PERSONNEL SERVICES	**949,519**	**1,124,702**	**1,140,716**	**1,255,226**
SUPPLIES					
10-55-210	Office Supplies	2,133	2,000	2,000	2,250
10-55-220	Operating Supplies	14,990	18,500	18,000	18,150
10-55-231	Vehicle Repair & Maint Supplies	3,739	5,000	4,000	6,500
10-55-232	Gas & Oil	13,527	17,000	13,800	15,500
10-55-234	School Resource Officer Supplies	-	2,000	2,000	2,500
10-55-235	Equipment (non-capital)	5,480	10,990	9,500	19,990
	TOTAL SUPPLIES	**39,869**	**55,490**	**49,300**	**64,890**
PURCHASED SERVICES					
10-55-310	Communication & Transportation	930	1,500	950	1,250
10-55-320	Legal Notices	377	1,500	400	1,000
10-55-330	Dues & Subscriptions	1,589	725	700	625
10-55-340	Utility Services (Phones/Internet)	11,042	12,200	12,200	14,295
10-55-351	Legal	13,907	14,000	14,000	-
10-55-357	Consultant	2,070	3,800	1,250	3,550
10-55-360	Repair & Maintenance	3,255	4,000	3,800	4,000
10-55-362	Computer Support	9,694	11,405	10,000	13,000
10-55-371	Travel Expense	6,483	2,800	2,500	2,300
10-55-372	Meeting Expense	409	600	700	1,000
10-55-380	Tuition & Books	6,898	7,000	7,000	9,000
10-55-381	Animal Control	20,550	21,000	20,550	21,500
10-55-385	Radio Access	26,035	25,095	25,094	23,918
10-55-386	Detox Center Fee	8,190	8,190	6,143	1,000
10-55-388	CAD/RMS	-	1,000	-	11,000
10-55-389	Drug Task Force	-	1,000	750	1,000
10-55-391	Ambulance, Hospital	-	1,000		1,000
10-55-392	Boarding Prisoners	-	500	-	300
10-55-393	Crime Stoppers	-	500	-	500
10-55-394	Volunteer Recognition	-	300	200	300
10-55-395	Contract Payments	1,607	6,500	4,000	6,500
10-55-396	Dispatching Services	139,257	141,188	141,188	145,739
10-55-399	Lexipol Policy	2,328	2,950	4,228	4,350
10-55-400	Redundant Communication Center	-	-	-	-
	TOTAL PURCHASED SERVICES	**254,620**	**268,753**	**255,652**	**267,127**

FUND:GENERAL
DEPT:PUBLIC SAFETY

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FIXED CHARGES					
10-55-510	CIRSA Insurance	20,475	20,469	19,969	21,475
	TOTAL FIXED CHARGES	**20,475**	**20,469**	**19,969**	**21,475**
10-55-710	**CAPITAL OUTLAY**	**-**	**-**	**-**	**-**
10-55-900	**CONTINGENCY**	**-**	**10,000**	**-**	**10,000**
	TOTAL EXPENDITURES	**1,264,482**	**1,479,414**	**1,465,637**	**1,618,718**

FUND: GENERAL
DEPT: PUBLIC SAFETY

DETAIL OF EQUIPMENT & CAPITAL OUTLAY

DETAIL OF EQUIPMENT- (NON-CAPITAL)		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
10-55-235					
	IT Equipment	975	-	-	5,600
	Safe	-	-	-	-
	Bulletproof Vest	-	-	-	-
	Body Cameras	1,962	-	-	1,455
	Lightbar - Replacement	-	-	-	-
	Gas Masks	-	2,490	2,490	-
	Tasers	1,920	-	-	4,000
	Miscellaneous Equipment	623	8,500	7,010	8,935
	TOTAL EQUIPMENT (NON-CAPITAL)	**5,480**	**10,990**	**9,500**	**19,990**

DETAIL OF CAPITAL OUTLAY					
10-55-710	Miscellaneous Equipment	-	-	-	-
	TOTAL CAPITAL OUTLAY	**-**	**-**	**-**	**-**

Municipal Court Department

DESCRIPTION

The municipal court adjudicates complaints filed in Eagle Municipal Court using the trial court performance standards as a system of measure which includes: access to justice, expedition and timeliness, equality, fairness and integrity, and public trust and confidence. The Municipal Court also manages the Municipal Court under guidelines set forth by national, state and local authorities and process all cases efficiently and effectively.

PROGRAM OVERVIEW

The Eagle Municipal Court is a limited jurisdiction court of record, established to hear violations of the ordinances of the Town of Eagle. Jurisdiction is exercised over juvenile and adult offenders. The vast majority of people who have contact with the judiciary do so at the municipal level. This underscores the importance of municipal courts and allows them to be more responsive to the culture in their respective communities.

Court is held the first and third Tuesday of each month, scheduling arraignments, pre-trial conferences, dispositions, trials and administrative hearings. The court staff consists of a municipal judge and a part time court clerk.

To maintain the integrity and independence of the judiciary, it must stand as the third and separate branch of government. Ethically speaking, judicial proceedings are not driven by financial considerations; however, from an administrative position the reality is the court generates revenues. The court operates under guidelines set forth by standards of local laws, state rules of procedure, and the State and U.S. Constitution.

Case information is rapidly available for those who make inquiries to the court. An automated system, Fullcourt Enterprise, that includes a case management software program was implemented in 2009 and continues to have regular upgrades to maintain current improvements. The case management system is a comprehensive information system designed to automate the administration and management systems of the court. The functions include automatic merge of case details and forms to generate documents, docketing, indexing, scheduling, calendaring, revenue tracking, warrant information, comprehensive financial management feature, historical and statistical data, and management reports.

Tracking is done to assess caseload numbers and staffing ratios. Fluctuations due to economic climate and enforcement posture influence court time and court staff. In addition to the regular case management and parking system, the Municipal Court also manages warrants, probation, accounting, record retention and office administration.

Also, in recent years the issue of access to justice has been challenged with non-English speaking defendants. The court provides interpreters when needed, and certified interpreters for trial proceedings. Defendants requesting court appointed counsel are granted an indigency hearing and the judge rules on the defendant's request for counsel based on the State of Colorado's indigency guidelines.

While preferable to have an independent court clerk, the current case volume does not justify that position. Other municipalities have a job sharing arrangement for the court clerk. In most instances the clerk's position is managed under the Town Clerk's Office. The town manager and personnel department are best suited to determine the allocation of personnel.

The court's goals are to continue the fair and equitable implementation of justice in an impartial and efficient manner.

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT: MUNICIPAL COURT

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICE	-	-	-	35,865
SUPPLIES	-	-	-	2,275
PURCHASED SERVICES	-	-	-	21,570
FIXED CHARGES	-	-	-	-
CAPITAL OUTLAY	-	-	-	-
CONTINGENCY	-	-	-	5,000
TOTAL EXPENDITURES	**-**	**-**	**-**	**64,710**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT: MUNICIPAL COURT

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-53-110	Salaries & Wages	-	-	-	30,382
10-53-120	Overtime	-	-	-	-
10-53-125	Bonus	-	-	-	337
	Employer Contributions				
10-53-141	Unemployment Insurance	-	-	-	92
10-53-142	Workmen's Compensation	-	-	-	64
10-53-143	Health Benefits	-	-	-	2,300
10-53-144	F.I.C.A.	-	-	-	2,350
10-53-145	Retirement	-	-	-	340
	TOTAL PERSONNEL SERVICES	**-**	**-**	**-**	**35,865**
SUPPLIES					
10-53-210	Office Supplies	-	-	-	250
10-53-220	Operating Supplies	-	-	-	350
10-53-230	Repair & Maintenance Supplies	-	-	-	250
10-53-231	Vehicle Repair & Maintenance Supplies	-	-	-	125
10-53-232	Gas & Oil	-	-	-	100
10-53-235	Equipment (non-capital)	-	-	-	1,200
	TOTAL SUPPLIES	**-**	**-**	**-**	**2,275**
PURCHASED SERVICES					
10-53-310	Communication & Transportation	-	-	-	250
10-53-320	Legal Notices	-	-	-	150
10-53-330	Dues & Subscriptions	-	-	-	100
10-53-340	Utility Services (Phones/Internet)	-	-	-	300
10-53-351	Legal	-	-	-	16,000
10-53-357	Consultant	-	-	-	500
10-53-360	Repair & Maintenance	-	-	-	125
10-53-362	Computer Support	-	-	-	2,000
10-53-371	Travel Expense	-	-	-	500
10-53-372	Meeting Expense	-	-	-	250
10-53-380	Tuition & Books	-	-	-	300
10-53-391	Witness & Jury Fees	-	-	-	500
10-53-392	Boarding Prisoners	-	-	-	200
10-53-395	Contract Payments	-	-	-	395
	TOTAL PURCHASED SERVICES	**-**	**-**	**-**	**21,570**
FIXED CHARGES					
10-53-510	CIRSA Insurance	-	-	-	-
	TOTAL FIXED CHARGES	**-**	**-**	**-**	**-**
10-53-710	**CAPITAL OUTLAY**	**-**	**-**	**-**	**-**
10-53-900	**CONTINGENCY**	**-**	**-**	**-**	**5,000**
	TOTAL EXPENDITURES	**-**	**-**	**-**	**64,710**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:GENERAL
DEPT: MUNICIPAL COURT

DETAIL OF EQUIPMENT & CAPITAL OUTLAY

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
DETAIL OF EQUIPMENT- (NON-CAPITAL)					
10-53-235					
	IT Equipment	-	-	-	1,200
	Miscellaneous Equipment	-	-	-	-
	TOTAL EQUIPMENT (NON-CAPITAL)	**-**	**-**	**-**	**1,200**
DETAIL OF CAPITAL OUTLAY					
10-53-710	Miscellaneous Equipment	-	-	-	-
	TOTAL CAPITAL OUTLAY	**-**	**-**	**-**	**-**

Information Center Department

DESCRIPTION

The Information Center serves as a way to draw traffic from I-70 into Eagle to increase sales of goods and services. The Information Center also provides

2016 ACCOMPLISHMENTS

- Continue to be involved in riverfront planning, especially as relates to Chambers Park
- Revenues are expected to increase significantly from 2015, insuring revenues will cover operating costs, but not capital costs anticipated in 2017
- The Eagle Chamber of Commerce installed an exterior monitor which serves to promote local businesses and events; also an iPad was installed on an interior wall to promote area businesses and events
- A large Eagle Area map was installed on an exterior wall of the Information Center, as well as a smaller sign in restroom area
- Staff made record number of referrals to local businesses
- Welcomed a local vendor who rented water sports equipment, which was approved by the Town Board, during the month of August

GOALS

- Continue to offer a pleasant place for the traveling public to stop and get information, appropriate maps and brochures, and utilize the restrooms
- Continue to look for ways to increase visitor referrals to local businesses
- Participate in riverfront planning
- Continue to cover Visitor Center operating costs
- Continue to offer a venue for local artisans where their goods can be sold and add new consignors whose work is an asset to the Information Center.

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: INFORMATION CENTER

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	68,713	67,155	72,840	79,777
SUPPLIES	142,865	121,300	139,800	139,800
PURCHASED SERVICES	11,991	11,034	11,017	10,700
FIXED CHARGES	-	-	-	-
CAPITAL OUTLAY	-	-	-	-
CONTINGENCY	-	1,000	1,000	1,000
TOTAL EXPENDITURES	**223,568**	**200,489**	**224,657**	**231,277**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: INFORMATION CENTER

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-57-110	Salaries & Wages	62,275	60,720	65,976	71,315
10-57-120	Overtime	-	-	68	-
10-57-125	Bonus	1,299	1,304	1,304	2,445
	Employer Contributions				
10-57-141	Unemployment Insurance	189	186	202	221
10-57-142	Workmen's Compensation	117	200	139	153
10-57-144	F.I.C.A.	4,832	4,745	5,152	5,643
	TOTAL PERSONNEL SERVICES	**68,713**	**67,155**	**72,840**	**79,777**
SUPPLIES					
10-57210	Office Supplies	197	200	200	200
10-57-220	Operating Supplies	2,563	2,100	2,100	2,100
10-57-230	Repair & Maintenance Supplies	-	-	-	-
10-57-235	Equipment (non-capital)	250	1,000	1,000	1,000
10-57-240	Janitorial Supplies	-	-	-	-
10-57-250	Supplies for Resale	88,380	71,200	90,000	90,000
10-57-251	Supplies - Consignment	32,908	30,000	28,000	28,000
10-57-255	Sales Tax	18,567	16,800	18,500	18,500
	TOTAL SUPPLIES	**142,865**	**121,300**	**139,800**	**139,800**
PURCHASED SERVICES					
10-57-310	Communication & Transportation	3,714	4,000	4,000	4,000
10-57-340	Utility Services (phones and Internet)	3,625	3,000	3,000	3,000
10-57-345	C.C Transaction Fees	3,770	2,900	2,900	2,900
10-57-358	Janitorial Services	-	-	-	-
10-57-360	Repair & Maintenance Services	-	-	-	-
10-57-362	Computer Support	559	834	834	500
10-57-371	Travel	322	300	283	300
	TOTAL PURCHASED SERVICES	**11,991**	**11,034**	**11,017**	**10,700**
FIXED CHARGES					
10-57-510	CIRSA Insurance	-	-	-	-
	TOTAL FIXED CHARGES	**-**	**-**	**-**	**-**
10-57-710	**CAPITAL OUTLAY**	**-**	**-**		
10-57-900	**CONTINGENCY**	**-**	**1,000**	**1,000**	**1,000**
	TOTAL EXPENDITURES	**223,568**	**200,489**	**224,657**	**231,277**

FUND: GENERAL
DEPT: INFORMATION CENTER

DETAIL OF EQUIPMENT & CAPITAL OUTLAY

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
DETAIL OF EQUIPMENT- (NON-CAPITAL)					
10-57-235					
	IT Equipment	-	-	-	-
	Miscellaneous Equipment	32,908	1,000	1,000	1,000
	TOTAL	**32,908**	**1,000**	**1,000**	**1,000**
DETAIL OF CAPITAL OUTLAY					
10-57-710	Information Center Improvements	-	-	-	-
	TOTAL	**-**	**-**	**-**	**-**

Marketing & Events Department

DESCRIPTION

Per the 2011 enabling ballot language, the MEAC budget is funded through a $2 per room, per night lodging occupation tax. The MEAC coordinator recruits, secures and coordinates multi-day events, manages and updates the tourism website and creates, executes and manages the Town's marketing and public relations plan via print, broadcast, digital and social media and collateral. The MEAC position works closely with the Town's lodging establishments, businesses and Chamber to promote events and tourism.

The MEAC position has an advisory board, the Marketing & Events Advisory Committee, consisting of local business leaders and residents selected by the Town Board of Trustees. The primary role of the MEAC board is to recruit and review proposals from event producers, evaluate economic impact and potential according to a matrix following established Town goals and allocate the event funding for Town Board of Trustee approval. In addition, the MEAC board assists with communications, reviews the budget and provides insights and input into marketing and events. Monthly MEAC meetings held at Town Hall are open to the public.

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: MARKETING

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	76,883	88,317	50,957	120,804
SUPPLIES	14,196	17,500	14,148	9,000
PURCHASED SERVICES	101,146	129,834	190,364	145,500
CONTINGENCY	-	366	366	-
TOTAL EXPENDITURES	**192,225**	**236,017**	**255,835**	**275,304**

* 2017 Projected Marketing Revenues (Occupation Lodging tax and Marketing fees) are $145,000

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: GENERAL
DEPT: MARKETING

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
10-58-110	Salaries & Wages	51,308	54,600	30,815	70,716
10-58-120	Overtime	-	-	-	515
10-58-121	Overtime - Public Safety	-	-	-	5,150
10-58-122	Overtime - Public Works	-	-	-	7,725
10-58-125	Bonus	2,150	652	2,344	799
	Employer Contributions				
10-58-141	Unemployment Insurance	159	166	99	255
10-58-142	Workmen's Compensation	831	850	526	1,748
10-58-143	Health Benefits	18,322	24,000	13,000	26,450
10-58-144	F.I.C.A.	4,058	4,227	2,537	6,495
10-58-145	Retirement	56	3,822	1,636	950
	TOTAL PERSONNEL SERVICES	**76,883**	**88,317**	**50,957**	**120,804**
SUPPLIES					
10-58-210	Office Supplies	1,356	1,500	1,500	1,000
10-58-220	Opperating Supplies	11,794	15,000	11,500	7,500
10-58-235	Equipment (non-capital)	1,046	1,000	1,148	500
	TOTAL SUPPLIES	**14,196**	**17,500**	**14,148**	**9,000**
PURCHASED SERVICES					
10-58-310	Communication & Transportation	-	750	150	500
10-58-330	Dues and Subscriptions	-	1,000	30	500
10-58-347	Professional Services	-	-	-	-
10-58-352	Auditing Services	1,382	-	-	-
10-58-362	Computer Support	283	834	834	500
10-58-370	Media	29,590	30,000	32,000	30,000
10-58-371	Travel Expense	3,037	4,000	200	1,000
10-58-372	Meeting Expense	88	250	250	-
10-58-375	Marketing - Website	8,330	2,500	1,400	3,000
10-58-376	Public Relations	637	5,000	1,000	2,000
10-58-377	Marketing - Town Miscellaneous	2,404	12,500	12,500	-
10-58-378	Design & Production	2,960	6,000	5,600	4,000
10-58-380	Tuition & Books	250	-	-	-
10-58-395	Contract Services	-	-	64,400	35,000
10-58-400	Events	52,185	67,000	72,000	69,000
	TOTAL PURCHASED SERVICES	**101,146**	**129,834**	**190,364**	**145,500**
10-58-710	**CAPITAL OUTLAY**	**-**	**-**	**-**	**-**
10-58-900	**CONTINGENCY**	**-**	**366**	**366**	**-**
	TOTAL EXPENDITURES	**192,225**	**236,017**	**255,835**	**275,304**

Water Fund

DESCRIPTION

Responsible for providing safe drinking water to all Town residents and out of Town users. Responsibilities include maintaining the water treatment plant, the distribution system, managing residential distribution and forming a long range capital plan. Town funds the system through fees to customers which are adjusted yearly.

2016 ACCOMPLISHMENTS

- By the end of 2016 completed Brush Creek water intake structure
- Started a distribution system capacity analysis, should be completed in 2016
- Started a water rate study, should be 90% complete in 2016
- Completed water main replacements on Wall Street and new PRV at old water plant.

GOALS

- Operate system efficiently and well-maintained
- Increase production and storage capacity at the right time.
- Increase revenues to cover projected expenses plus reserves

OBJECTIVES

- Evaluate Town zones for future growth capacity
- Monitor production and storage demands
- Increase storage capacity possibly enlarging cemetery tank

HIGHLIGHTS

- Anticipate major changes in revenue by increasing service fees and increasing Plant Investment Fees (PIF)

WATER FUND SUMMARY

	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FUND BALANCE - BEGINNING	**8,523,393**	**7,821,702**	**8,526,419**	**9,088,432**
REVENUE				
Operating Revenues	2,557,631	2,533,543	2,815,348	2,975,583
Interest on Investments	9,353	14,375	50,520	50,550
Other Revenue	44,974	72,000	117,000	126,600
Prepaid Plant Investment Fees	-	-	-	-
Plant Investment Fees (Tap Fees)	437,325	250,000	350,000	300,000
Water System Imp Fees E.R.	6,000	-	-	-
Water Miscellaneous Revenue	367	-	-	-
Water Rights, Cash in Lieu	-	-	-	-
TOTAL REVENUE	**3,055,650**	**2,869,918**	**3,332,868**	**3,452,733**
TOTAL SOURCES	**11,579,043**	**10,691,620**	**11,859,287**	**12,541,165**
EXPENDITURES				
Operating Expenditures	1,040,154	1,259,753	1,256,551	1,182,476
Capital Expenditures	1,667,690	968,000	1,169,524	592,784
Debt Service	284,780	284,780	284,780	284,780
Admin Charges to General Fund	60,000	60,000	60,000	60,000
TOTAL EXPENDITURES	**3,052,623**	**2,572,533**	**2,770,855**	**2,120,040**
FUND BALANCE - ENDING	**8,526,419**	**8,119,087**	**9,088,432**	**10,421,125**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: WATER

DETAIL OF REVENUES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
52-434-80	WATER SALES - IN TOWN	2,207,346	2,178,260	2,426,000	2,547,300
52-434-83	WATER SALES - OUT OF TOWN	350,285	355,283	389,348	428,283
52-434-85	WATER MATERIALS/OTHER	22,548	15,000	28,000	41,600
52-436-65	NWCOG GRANT	-	-	-	-
52-436-75	SERVICE CHARGE	21,359	22,000	19,000	20,000
52-436-80	REIMBURSABLE INCOME	1,067	35,000	70,000	65,000
52-434-90	PLANT INVESTMENT FEES (TAP FEES)	437,325	250,000	350,000	300,000
52-434-92	PLANT INVESTMENT FEES (prepaid)	-	-	-	-
52-434-91	WATER SYSTEM IMP. FEES E.R.	6,000	-	-	-
52-434-95	CASH-IN-LIEU OF WATER RIGHTS	-	-	-	-
52-436-50	WATER INTEREST	9,237	14,250	50,000	50,000
52-436-60	WATER RIGHTS INTEREST	116	125	520	550
52-436-95	WATER MISCELLANEOUS REVENUE	367	-	-	-
	TOTAL REVENUE	**3,055,650**	**2,869,918**	**3,332,868**	**3,452,733**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: WATER

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	553,117	586,153	574,952	468,626
SUPPLIES	130,776	167,700	166,700	166,600
PURCHASED SERVICES	321,650	421,646	430,645	462,750
FIXED CHARGES	34,610	34,254	34,254	34,500
CAPITAL EXPENDITURES	1,667,690	968,000	1,169,524	592,784
DEBT SERVICE	284,780	284,780	284,780	284,780
CONTINGENCY	-	50,000	50,000	50,000
TRANSFER TO OTHER FUNDS	60,000	60,000	60,000	70,347
TOTAL EXPENDITURES	**3,052,623**	**2,572,533**	**2,770,855**	**2,130,387**

FUND: WATER

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
52-59-110	Salaries & Wages	354,105	370,334	369,945	291,964
52-59-120	Overtime	28,281	20,000	20,000	22,660
52-59-125	Bonus	4,873	10,374	3,667	4,064
	Employer Contributions				
52-59-141	Unemployment Insurance	1,157	1,202	1,181	956
52-59-142	Workmen's Compensation	8,395	8,900	9,152	7,818
52-59-143	Health & Life Insurance	103,048	120,000	115,000	95,450
52-59-144	F.I.C.A.	29,500	30,654	30,111	24,380
52-59-145	Retirement	23,758	24,689	25,896	21,334
	TOTAL PERSONNEL SERVICES	**553,117**	**586,153**	**574,952**	**468,626**
SUPPLIES					
52-59-210	Office Supplies	1,935	2,500	2,500	2,600
52-59-220	Operating Supplies	66,781	78,000	78,000	82,000
52-59-225	Uniforms	351	1,000	1,000	1,000
52-59-230	Repair & Maintenance Supplies	31,865	40,000	35,000	40,000
52-59-231	Vehicle Repair & Maintenance Supplies	208	2,500	1,500	2,500
52-59-232	Gas & Oil	2,914	6,000	3,000	3,500
52-59-235	Equipment (non-capital)	3,410	10,700	10,700	-
52-59-250	Meters & Related Items	23,312	27,000	35,000	35,000
	TOTAL SUPPLIES	**130,776**	**167,700**	**166,700**	**166,600**

FUND: WATER

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PURCHASED SERVICES					
52-59-310	Communication & Transportation	12,871	17,000	15,000	17,000
52-59-320	Legal Notices	393	600	600	600
52-59-330	Dues & Subscriptions	2,472	2,800	2,800	2,900
52-59-340	Utility Services	132,066	138,000	138,000	140,000
52-59-350	Legal - reimbursable	4,238	20,000	35,000	30,000
52-59-351	Legal - Water	17,069	15,000	15,000	17,000
52-59-353	Engineering - Reimbursable	8,621	15,000	35,000	35,000
52-59-354	Engineering - Water	14,229	40,000	20,000	25,000
52-59-356	Green Mountain Reservoir	2,345	2,600	2,345	2,500
52-59-357	Wolford Mtn. Reservoir-CRWCD	20,220	22,000	20,520	22,000
52-59-358	Water Storage - CRWCD - HBE	4,511	4,800	5,130	5,500
52-59-360	Repair & Maintenance Services	21,439	23,000	15,000	20,000
52-59-363	Water Quality Monitoring	12,000	14,000	12,000	14,000
52-59-365	Mapping	-	2,000	-	2,000
52-59-366	Leak Detection	8,252	11,500	11,000	11,500
52-59-368	Tap Fee and Rate Study	-	-	32,000	10,000
52-59-369	Storage Tank Maintenance	13,870	15,000	10,000	15,000
52-59-370	Testing & Permits	4,023	7,500	6,000	9,500
52-59-371	Travel Expense	-	500	250	500
52-59-372	Meeting Expense	29	750	250	750
52-59-375	Computer Support	30,237	37,536	40,000	10,000
52-59-380	Tuition & Books	225	1,300	750	1,000
52-59-390	CDL Testing	662	-	-	-
52-59-395	Contract Payments	11,880	10,760	14,000	51,000
52-59-766	Clean Backwash Ponds	-	20,000	-	20,000
	TOTAL PURCHASED SERVICES	**321,650**	**421,646**	**430,645**	**462,750**

FUND: WATER

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FIXED CHARGES					
52-59-510	CIRSA Insurance	34,610	34,254	34,254	34,500
	TOTAL FIXED CHARGES	**34,610**	**34,254**	**34,254**	**34,500**
CAPITAL OUTLAY					
52-59-710	Equipment	-	-	-	8,000
52-59-731	City Market Utility Re-locate Cost Share	-	64,000	56,023	-
52-59-754	Lower Basin Water Treatment	-	20,000	20,000	100,000
52-59-764	Filter Media	-	10,000	-	10,000
52-59-752	Violet Lane Design/Easement Acquisition	-	100,000	-	100,000
52-59-757	Upper Basin Water Treatment Plant	6,759	275,000	275,000	35,000
52-59-734	I-70 / Eby Creek Road	399,685	-	329,484	329,784
52-59-740	Cemetery Tank Replacement	-	50,000	50,000	10,000
52-59-773	Main Replacement/Brush Creek	247,399	274,000	274,000	-
52-59-774	Downtown Water Line Improvements	1,013,847	175,000	165,017	-
	TOTAL CAPITAL OUTLAY	**1,667,690**	**968,000**	**1,169,524**	**592,784**
DEBT SERVICE					
52-59-815	Water Revenue Bond 2004	-	-		
52-59-817	Water Revenue Bond 2013	273,965	273,965	273,965	273,965
52-59-820	CWCB	10,815	10,815	10,815	10,815
	TOTAL DEBT SERVICE	**284,780**	**284,780**	**284,780**	**284,780**
52-59-900	**CONTINGENCY**	**-**	**50,000**	**50,000**	**50,000**
52-59-920	**TRANSFERS TO OTHER FUNDS**	**60,000**	**60,000**	**60,000**	**70,347**
	TOTAL EXPENDITURES	**3,052,623**	**2,572,533**	**2,770,855**	**2,130,387**

FUND: WATER

DETAIL OF EQUIPMENT, CAPITAL OUTLAY & TRANSFERS

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
DETAIL OF EQUIPMENT- (NON-CAPITAL)					
52-59-235					
	IT Equipment	8,819	700	700	-
	Miscellaneous Equipment	10,000	10,000	10,000	-
	TOTAL EQUIPMENT (NON-CAPITAL)	**18,819**	**10,700**	**10,700**	**-**
DETAIL OF CAPITAL OUTLAY					
52-59-710	Miscellaneous Equipment	-	-	-	8,000
	TOTAL CAPITAL OUTLAY	**-**	**-**	**-**	**8,000**
DETAIL OF TRANSFERS TO OTHER FUNDS					
52-59-920	Transfer to General Fund	60,000	60,000	60,000	60,000
	TOTAL TRANSFERS	**60,000**	**60,000**	**60,000**	**60,000**

Waste Water Fund

DESCRIPTION

Responsible for treatment of wastewater for the residents in the Town of Eagle, including maintaining the sewer plant on Violet Lane, making sewer taps, collection system maintenance, formulating long range capital improvements plan for the system and compliance with State and Federal clean water and operational standards. This plant was built in 1997 and expanded in 2007, and has sufficient capacity for all foreseeable growth in the Town.

2016 ACCOMPLISHMENTS

- Improved plant maintenance and efficiency. We were way behind on plant maintenance and thanks to budget increases in 2016, we had major improvements in the condition and reliability of the facility
- Drafted 10-year plant maintenance study
- Lowered overtime costs significantly by utilizing flex time

GOALS

- Continue to improve plant maintenance and operations
- Operate plant in an efficient manner, keeping both budget and regulations in perspective.
- Increase budget reserves for future improvements – ammonia and phosphorus limits within 10 years

OBJECTIVES

- Improved plant maintenance has been possible because of budget increases approved by the board.
- Consistently monitor plant through regulars tests and good reports to insure excellence in operations and by staying within regulations.
- Fund a tap fee and a rate study for wastewater

HIGHTLIGHTS

- The budget does not reflect any major changes to the operation of the plant
- Fund a tap fee and rate study ($35,000.00)

WASTE WATER FUND SUMMARY

	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FUND BALANCE - BEGINNING	**1,323,446**	**1,780,663**	**2,032,774**	**2,599,785**
RATE STABILIZATION ACCOUNT 1	**195,561**	**206,163**	**195,561**	**208,313**
REVENUE				
Operating Revenues	1,982,068	2,089,558	2,101,000	2,206,050
Interest on Investments	1,651	2,040	7,200	8,000
Taxes	175,813	170,032	170,032	177,026
Plant Investment Fees (Tap Fees)	544,000	200,000	423,000	400,000
Loan Proceeds	-	-	-	-
TOTAL REVENUE	**2,703,531**	**2,461,630**	**2,701,232**	**2,791,076**
TOTAL SOURCES	**4,222,539**	**4,448,456**	**4,929,567**	**5,599,174**
EXPENDITURES				
Operating Expenditures	722,245	866,033	773,251	810,919
Capital Expenditures	32,691	131,023	114,667	-
Debt Service	1,179,268	1,170,234	1,173,551	1,176,186
Transfers	60,000	60,000	60,000	48,405
TOTAL EXPENDITURES	**1,994,204**	**2,227,290**	**2,121,469**	**2,035,510**
RATE STABILIZATION ACCOUNT 1	**195,561**	**231,508**	**208,313**	**214,831**
FUND BALANCE - ENDING	**2,032,774**	**1,989,658**	**2,599,785**	**3,348,832**

1 Per the 2007 loan the Town shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the system

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: WASTEWATER

DETAIL OF REVENUES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
51-434-70	SERVICE FEES	1,982,068	2,089,558	2,101,000	2,206,050
51-431-15	LOAN PAYMENT MILL LEVY [1]	175,813	170,032	170,032	177,026
51-434-85	OTHER INCOME	-	-	-	-
51-436-50	INTEREST INCOME	1,651	2,040	7,200	8,000
51-434-90	PLANT INVESTMENT FEES (TAP FEES)	544,000	200,000	423,000	400,000
51-436-60	LOAN PROCEEDS	-	-		
	TOTAL REVENUE	**2,703,531**	**2,461,630**	**2,701,232**	**2,791,076**

[1] Mill Levy received to pay for 1997 waste water loan which will be paid in full in 2017, revenues will expire with debt

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: WASTEWATER

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	170,007	208,361	194,009	217,334
SUPPLIES	104,138	122,650	115,000	119,600
PURCHASED SERVICES	420,800	457,897	387,117	396,860
FIXED CHARGES	27,300	27,125	27,125	27,125
CAPITAL OUTLAY	32,691	131,023	114,667	-
DEBT SERVICE	1,179,268	1,170,234	1,173,551	1,176,186
CONTINGENCY	-	50,000	50,000	50,000
TRANSFER TO OTHER FUNDS	60,000	60,000	60,000	48,405
TOTAL EXPENDITURES	**1,994,204**	**2,227,290**	**2,121,469**	**2,035,510**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: WASTEWATER

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
51-58-110	Salaries & Wages	99,814	125,453	124,903	139,057
51-58-120	Overtime	4,964	13,000	3,000	3,090
51-58-125	Bonus	2,328	2,304	1,304	1,641
	Employer Contributions				
51-58-141	Unemployment Insurance	326	422	387.62	431
51-58-142	Workmen's Compensation	3,804	4,000	3,737	4,034
51-58-143	Health Benefits	44,147	48,000	46,000	48,300
51-58-144	F.I.C.A.	8,307	10,768	9,884	11,000
51-58-145	Retirement	6,317	4,414	4,794	9,781
	TOTAL PERSONNEL SERVICES	**170,007**	**208,361**	**194,009**	**217,334**
SUPPLIES					
51-58-210	Office Supplies	1,121	1,100	1,500	1,600
51-58-220	Operating Supplies	32,292	38,000	38,000	39,000
51-58-225	Uniforms	412	650	500	500
51-58-230	Repair & Maintenance Supplies	55,068	62,000	62,000	64,000
51-58-231	Vehicle Repair & Maintenance Supplies	1,374	3,500	2,000	3,000
51-58-232	Gas & Oil	6,885	9,000	5,000	5,500
51-58-235	Equipment (non-capital)	6,985	8,400	6,000	6,000
	TOTAL SUPPLIES	**104,138**	**122,650**	**115,000**	**119,600**
PURCHASED SERVICES					
51-58-310	Communication & Transportation	4,749	5,250	5,000	5,500
51-58-320	Legal Notices	607	-	-	650
51-58-330	Dues & Subscriptions	-	-	-	360
51-58-340	Utility Services	174,216	205,000	185,000	195,000
51-58-354	Engineering	4,140	7,500	5,000	7,500
51-58-356	Sludge Disposal	35,380	50,000	50,000	55,000
51-58-358	Sewer Imaging	49,547	30,000	29,070	32,000
51-58-360	Repair & Maintenance Services	41,589	45,000	40,000	20,000
51-58-362	Computer Support	340	2,097	2,097	2,500
51-58-363	WWTP 10 Year Plan	49,534	1,000	-	-
51-58-364	Mixing Zone Study	12,788	15,000	5,000	7,500
51-58-365	Mapping	-	2,000	-	2,000
51-58-366	Testing & Permits	42,251	47,500	47,500	49,000
51-58-367	Collection Systems Study	-	40,000	-	-
51-58-371	Travel Expense	-	500	250	500
51-58-372	Meeting Expense	29	500	250	500
51-58-380	Tuition & Books	115	750	250	750
51-58-385	Treasurer Fees	5,274	5,600	5,600	6,000
51-58-390	CDL Testing	240	200	-	-
51-58-395	Contract Payments	-	-	12,100	12,100
	TOTAL PURCHASED SERVICES	**420,800**	**457,897**	**387,117**	**396,860**

FUND: WASTEWATER

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FIXED CHARGES					
51-58-510	CIRSA Insurance	27,300	27,125	27,125	27,125
	TOTAL FIXED CHARGES	**27,300**	**27,125**	**27,125**	**27,125**
CAPITAL OUTLAY					
51-58-710	Equipment Purchase	-	75,000	58,644	-
51-58-731	City Market Utility Re-locate Cost Share	-	56,023	56,023	-
51-58-732	Slip Line Pipe	25,159	-	-	-
51-58-734	I-70 / Eby Creek Road	7,532	-	-	-
	TOTAL CAPITAL OUTLAY	**32,691**	**131,023**	**114,667**	**-**
DEBT SERVICE					
51-58-820	Wastewater Loan Payment 1997 [1]	176,200	170,114	173,431	177,026
51-58-825	Wastewater Loan Payment 2007 [2]	924,282	921,334	921,334	920,374
51-58-827	Wastewater Loan Payment 2011 [3]	78,786	78,786	78,786	78,786
	TOTAL DEBT SERVICE	**1,179,268**	**1,170,234**	**1,173,551**	**1,176,186**
51-58-900	**CONTINGENCY**	**-**	**50,000**	**50,000**	**50,000**
51-58-920	**TRANSFERS TO OTHER FUNDS**	**60,000**	**60,000**	**60,000**	**48,405**
	TOTAL EXPENDITURES	**1,994,204**	**2,227,290**	**2,121,469**	**2,035,510**

[1] 1997 Colorado Water and Power Authority Loan paid for Wastewater Treatment Plant. Final Payment August 1, 2017.

[2] 2007 Colorado Water and Power Authority Loan paid for new expansion to Wastewater Treatment Plant. Final Payment August 1, 2028.

[3] 2010 Colorado Water and Power Authority Loan for non-conforming lines. First Payment May 1, 2012 and Final Payment November 1, 2031.

FUND: WASTEWATER

DETAIL OF EQUIPMENT, CAPITAL OUTLAY & TRANSFERS

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
DETAIL OF EQUIPMENT- (NON-CAPITAL)					
51-58-235					
	IT Equipment	1,000	1,000	900	
	Miscellaneous Equipment	5,000	5,000	5,100	6,000
	TOTAL EQUIPMENT (NON-CAPITAL)	**6,000**	**6,000**	**6,000**	**6,000**
DETAIL OF CAPITAL OUTLAY					
51-58-710	Flushing Trailer	-	75,000	58,644	-
	Sewer line Flushing Skid	6,000	-	-	-
	Miscellaneous Equipment	-	-	-	-
	TOTAL CAPITAL OUTLAY	**6,000**	**75,000**	**58,644**	**-**
DETAIL OF TRANSFERS TO OTHER FUNDS					
51-58-920	Transfer to Geneneral Fund	60,000	60,000	60,000	60,000
	TOTAL TRANSFERS	**60,000**	**60,000**	**60,000**	**60,000**

Refuse Fund

DESCRIPTION

Since April 2009, the refuse fund has contracted out to the recycling drop center at the public works facility private hauler for pickup and disposal of curbside residential solid waste. The fund also has two other services which it funds-the recycling drop center at the public works facility (capital and maintenance only, O&M is paid by Eagle County) and the Yard Waste collection on Violet Lane.

2016 ACCOMPLISHMENTS

- Maintain Yard Waste facility well within budget by getting the yard waste chipped and hauled for nothing thanks to the Biomass Plant in Gypsum.
- Low customer complaints for trash pickup. Honey Wagon is doing a good job.

GOALS

- Continue to operate Yard Waste facility within budget.
- Continue to provide trash service in a good and economical way

OBJECTIVES

- Work with Honey Wagon to compost leaves at their facility

HIGHLIGHTS

- No significant changes in budget or operational practices

REFUSE FUND SUMMARY

	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FUND BALANCE - BEGINNING	**157,040**	**116,712**	**128,103**	**147,913**
REVENUE				
Operating Revenues	592,376	586,859	577,000	593,090
Non-Operating Revenues	286	450	1,060	1,200
TOTAL REVENUE	**592,662**	**587,309**	**578,060**	**594,290**
TOTAL SOURCES	**749,702**	**704,021**	**706,163**	**742,203**
EXPENDITURES				
Operating Expenditures	571,502	573,509	529,500	575,944
Capital Expenditures	22,097	-	-	-
Transfers	28,000	28,750	28,750	18,500
TOTAL EXPENDITURES	**621,599**	**602,259**	**558,250**	**594,444**
FUND BALANCE - ENDING	**128,103**	**101,762**	**147,913**	**147,759**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: REFUSE

DETAIL OF REVENUES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
OPERATING REVENUES					
53-434-40	SERVICE FEES	535,926	530,509	520,000	535,600
53-434-50	YARDWASTE/RECYCLE CENTER FEE	37,652	37,600	38,000	38,300
53-434-60	ADMINISTRATIVE FEE	18,799	18,750	19,000	19,190
	OPERATING REVENUES	**592,376**	**586,859**	**577,000**	**593,090**
NON-OPERATING REVENUES					
53-436-50	INTEREST INCOME	286	450	1,060	1,200
53-436-70	MISCELLANEOUS REVENUE	-	-	-	-
	NON-OPERATING REVENUES	**286**	**450**	**1,060**	**1,200**
	TOTAL REVENUES	**592,662**	**587,309**	**578,060**	**594,290**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: REFUSE

SUMMARY OF EXPENDITURES	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	-	-	-	9,144
SUPPLIES	-	5,000	2,500	2,500
PURCHASED SERVICES	571,502	563,509	527,000	564,300
CAPITAL EXPENDITURES	22,097	-	-	-
CONTINGENCY	-	5,000	-	-
TRANSFERS TO OTHER FUNDS	28,000	28,750	28,750	18,500
TOTAL EXPENDITURES	**621,599**	**602,259**	**558,250**	**594,444**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: REFUSE

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
53-53-110	Salaries & Wages	-	-	-	-
53-53-120	Overtime	-	-	-	8,240
	Employer Contributions				
53-53-141	Unemployment Insurance	-	-	-	25
53-53-142	Workmen's Compensation	-	-	-	249
53-53-144	F.I.C.A.	-	-	-	630
	TOTAL PERSONNEL SERVICES	**-**	**-**	**-**	**9,144**
SUPPLIES					
53-53-210	Office Supplies	-	-	750	750
53-53-220	Operating Supplies	-	5,000	2,500	2,500
53-53-235	Equipment (non-capital)	-	-	-	-
	TOTAL SUPPLIES	**-**	**5,000**	**2,500**	**2,500**
PURCHASED SERVICES					
53-53-310	Communication & Transportation	1,837	500	500	2,400
53-53-360	Repair & Maintenance Services	35,133	27,500	3,500	26,300
53-53-371	Legal	-	-	-	-
53-53-380	Community Cleanup	2,702	5,000	3,000	-
53-53-394	Landfill Services	-	-	-	-
53-53-395	Contract Services [1]	531,830	530,509	520,000	535,600
	TOTAL PURCHASED SERVICES	**571,502**	**563,509**	**527,000**	**564,300**
FIXED CHARGES					
53-53-510	CIRSA Insurance	-	-	-	-
	TOTAL FIXED CHARGES	**-**	**-**	**-**	**-**
CAPITAL OUTLAY					
53-53-710	Equipment	-	-	-	-
53-53-720	Yardwaste Facility	22,097	-	-	-
53-53-713	Recycle Centers	-	-	-	-
	TOTAL CAPITAL OUTLAY	**22,097**	**-**	**-**	**-**
53-53-900	**CONTINGENCY**	**-**	**5,000**	**-**	**-**
53-53-920	**TRANSFERS TO OTHER FUNDS**	**28,000**	**28,750**	**28,750**	**18,500**
	TOTAL EXPENDITURES	**621,599**	**602,259**	**558,250**	**594,444**

[1] Per contract with Vail Honeywagon, increased annually by Denver-Boulder CPI Index (3% in 2017)

Capital Improvements Fund

DESCRIPTION

This fund provides for land acquisition, construction of major capital improvement projects and acquisition of vehicles and equipment. The fund has two dedicated sources of funding, use tax and off-site road impact fees. It also has no restrictions in funds transferred from the General Fund. In recent years, those sources have produced lower revenues and the fund has been dependent on transfers from the General Fund. There is no stated minimum ending fund balance by statute, code or policy of the town.

2016 ACCOMPLISHMENTS

- Upgraded Public Works fleet through purchase of two new pickup trucks
- Purchased two new police vehicles
- Made improvements to Old Town Hall including replacement of popcorn ceilings (asbestos) with drop ceiling and upgraded water service
- Installed bus shelters in Town Park and Eby Creek Road
- Made improvements to functionality of Community Development and Administration front desks
- Repaired gutters at Public Work building
- 90% in stream design for Eagle River Park
- Made security improvements to Police Department that were recommended by CIRSA and will protect police department staff

GOALS

- Complete first year of improvements in Pavement Management Plan
- Upgrades to Police and Public Works Fleets
- Complete Grand Avenue Engineering/Planning Study
- Develop organization-wide Five-Year Capital Improvement Program

OBJECTIVES

- Investigate opportunities to apply for grants to pay for needed capital improvements

HIGHLIGHTS

- Need to develop a plan for how to go about implementing Pavement Management Plan (Town Board input desired)
- Completion of the Phase 1 Grand Avenue Engineering/Planning Study
- Development of a rational and systematic plan for prioritizing, planning and funding capital improvements. Review existing fleet plans for proposed 2017 additions.

CAPITAL IMPROVEMENTS FUND SUMMARY

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FUND BALANCES (Beginning):					
UNASSIGNED:		**1,233,312**	**440,797**	**488,935**	**1,162,217**
ASSIGNED:		**-**	**-**	**-**	**-**
RESTRICTED FOR:					
TABOR RESERVE		**96,500**	**37,923**	**34,000**	**17,225**
COMMUNITY ENHANCEMENT		**37,288**	**80,109**	**37,662**	**81,339**
TOTAL FUND BALANCES (Beginning)		**1,367,100**	**558,829**	**560,597**	**1,260,781**
REVENUE					
31-430-45	Capital Improvement Interest	3,873	2,900	14,781	8,000
31-430-46	Community Enhancement Interest	374	130	430	600
31-430-50	Community Enhancement [1]	41,665	43,677	43,677	44,551
31-430-85	Street Impact Fees	40,388	30,000	25,473	45,000
31-430-86	Use Tax	224,448	150,000	330,000	363,000
31-430-74	Developer Contribution to Grand Ave.	-	-	-	-
31-430-77	Eagle County Contributions	-	150,000	25,000	125,000
31-430-78	ECO Reimbursement	-	-	185,000	-
31-430-70	Miscellaneous Income	-	-	-	-
31-437-10	Transfer from General Fund	-	650,000	650,000	1,264,300
	TOTAL REVENUE	**310,746**	**1,026,707**	**1,274,361**	**1,850,451**
	TOTAL SOURCES	**1,677,846**	**1,585,536**	**1,834,958**	**3,111,232**
EXPENDITURES					
Capital Expenditures		1,117,250	840,840	574,177	774,634
Transfer to General Fund		-	-	-	-
	TOTAL EXPENDITURES	**1,117,250**	**840,840**	**574,177**	**774,634**
	FUND BALANCES (Ending):				
	RESTRICTED FOR:				
	COMMUNITY ENHANCEMENT	**37,662**	**123,786**	**81,339**	**125,890**
	TABOR RESERVE	**34,000**	**25,225**	**17,225**	**23,239**
	ASSIGNED:	**-**	**-**	**-**	**1,264,300**
	UNASSIGNED:	**488,935**	**595,685**	**1,162,217**	**923,169**
	TOTAL FUND BALANCES (Ending):	**560,597**	**744,696**	**1,260,781**	**2,336,598**

[1] Per Holy Cross 2010 Franchise agreement

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND:CAPITAL IMP.

DETAIL CAPITAL EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
BLDGS, PARKS & OPEN SPACE					
31-51-724	Pool and Ice Capital Improvements Funding	40,000	50,000	40,000	40,000
31-51-726	Old Town Hall Improvements	-	40,000	-	-
31-51-727	Bus Shelters 1	160,861	-	72,000	-
31-51-730	Town Hall Improvements	-	23,700	23,700	-
31-51-745	Town Parks Improvements	-	125,000	125,000	-
31-51-760	Skate Park	4,461	-	-	-
31-51-728	Castle Peak Senior Center 2	25,000	25,000	25,000	-
31-51-750	Town Shop Improvements	-	15,000	15,000	-
	TOTAL BLDGS, PARKS & OPEN SPACE	**230,322**	**278,700**	**300,700**	**40,000**
STREETS & RIGHTS-OF-WAY					
31-52-712	R-O-W Improvements	18,129	50,000	28,328	-
31-52-723	Grand Avenue Planning	5,625	125,000	16,000	300,000
31-52-729	Path Improvements	183,597	-	-	-
31-52-734	Eby Creek Road Construction	111,239	-	24,000	21,634
31-52-737	Traffic Control Improvements	-	10,000	-	-
31-52-716	CBD Parking/Streetscape Improvements	-	100,000	-	-
31-52-740	Street Lights	-	30,000	-	30,000
	TOTAL STREETS & RIGHTS-OF-WAY	**318,590**	**315,000**	**68,328**	**351,634**
EQUIPMENT					
31-55-724	Patrol Vehicles	67,804	97,640	97,640	85,000
31-54-715	Street Sweeper	191,306	-	-	-
31-54-730	Multipurpose Truck	10,994	-	-	160,000
31-54-728	Snow Removal Equipment	240,625	-	-	35,000
31-54-740	4x4 Pickups	46,809	82,000	80,075	-
31-54-764	Tents	-	10,000	10,000	-
31-54-765	Trailer	-	10,000	6,634	-
31-54-780	Mower	10,799	12,500	10,799	8,000
31-54-785	Skidsteer	-	-	-	60,000
	TOTAL EQUIPMENT	**568,338**	**212,140**	**205,149**	**348,000**
31-51-900	**CONTINGENCY**	**-**	**35,000**	**-**	**35,000**
31-51-920	**TRANSFER TO GENERAL FUND**	**-**	**-**	**-**	**-**
	TOTAL EXPENDITURES	**1,117,250**	**840,840**	**574,177**	**774,634**

1 $185,000 of budgeted expenditures are to be reimbursed by ECO; net cost to Town is $60,000

2 Cash contribution split between General Fund and Capital Fund - 3 year commitment

Sales Tax Capital Improvement Fund
(Eagle River Park Fund)

DESCRIPTION

Responsible for project management and coordination of the design and construction of the Eagle River Park to be funded by the .5% sales tax approved in April of 2016

2016 ACCOMPLISHMENTS

- Engaged Caroline Bradford as Project Coordinator
- Commenced Communication Plan to ensure the public is informed regarding the Eagle River Park
- Initiated formation of a Citizens Advisory Group to champion project and seek private funding
- Prepared background information for issuance of bond
- Coordinated the review and comment of 90% design drawings for the in-stream portion of the River Park
- Initiated discussions with the Johnson Family to purchase a portion of their land on the north side of the Eagle River
- Contracted to survey boundaries and appraise private property
- Coordinated with the Case Family to determine concerns and establish consensus on the north boundary line of their property.
- Issued request for Qualifications for Design Firms for the River Park.
- Issued Request for Proposals for Design Firms for River Park.
- Selected Design Team for the River Park.
- Coordinated with Eagle County on River Park Scope of Services and project boundary extension into Fairgrounds.
- Application for $350,000 GOCO Grant for construction of in-stream features.

GOALS

- Robust Public Engagement Process related to design of the park
- Completion of Eagle River Park Landscape and Civil Engineering Design
- Work closely with Riverfront Citizens Committee and support private fundraising
- Apply for addition grants of all kinds for $350,000 GOCO
- Purchase property on the north side of the river from House/Johnson
- Award bid to construct the in-stream portion of the Park
- Continue to involve Park Improvement Committee

OBJECTIVES

- Prepare public outreach and strategy to solicit public input
- Outline communication plan for 2017
- Monitor deliverables identified in the design contract for park
- Coordinate concerns with Johnson Family – reference in historical campus, naming trail after ranch.

HIGHLIGHTS

- Involvement by Eagle County in some of the Park construction costs
- Expanding area of the park to include the function in and around the Exhibition Hall
- $350,000 budgeted for new ADA approved Playground and associated improvements in Centennial Park as per recommendation of Board appointed Park Improvement Committee

SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND) SUMMARY

	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FUND BALANCE - BEGINNING	**-**	**-**	**-**	**6,237,014**
RESERVE - BEGINNING	**-**	**-**	**-**	**161,619**
REVENUE				
Sales Tax	-	-	237,000	512,312
Bond Proceeds	-	-	5,200,000	-
Bond Premium	-	-	967,936	-
Interest on Investments	-	-	-	-
TOTAL REVENUE	**-**	**-**	**6,404,936**	**512,312**
TOTAL SOURCES	**-**	**-**	**6,404,936**	**6,749,326**
EXPENDITURES				
Testing	-	-	-	19,000
Meeting Expense	-	-	-	3,000
Public Relations	-	-	-	10,000
River Park Citizens Committee	-	-	-	10,000
River Park Design	-	-	-	25,000
River Park Construction	-	-	-	400,000
Trail Construction	-	-	-	25,000
Park Improvements	-	-	-	350,000
Upland Park Design	-	-	-	465,000
Acquisitions	-	-	-	150,000
Debt Service	-	-	53,422	319,538
Cost of Issuance	-	-	114,500	-
Contingency	-	-	-	215,000
TOTAL EXPENDITURES	**-**	**-**	**167,922**	**1,991,538**
RESERVE - ENDING	**-**	**-**	**161,619**	**161,619**
FUND BALANCE - ENDING	**-**	**-**	**6,237,014**	**4,757,788**

Conservation Trust Fund

DESCRIPTION

This fund was established to account for the funds the Town of Eagle receives from the State of Colorado lottery proceeds. The Colorado Constitution directs 40% of the net proceeds of the Colorado Lottery to the Conservation Trust Fund (CTF) for distribution to municipalities and counties and other eligible entities for parks, recreation, and open space purposes. The CTF funds are received quarterly on a per capita basis.

The CTF statute governs that a municipality can only use these funds for the acquisition, development, and maintenance of “new conservation sites” or for capital improvements or maintenance for recreational purposes on any public site.

CONSERVATION TRUST FUND SUMMARY

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FUND BALANCE - BEGINNING		**100,182**	**27,043**	**27,253**	**36,333**
REVENUES					
71-430-10	Lottery Proceeds	31,295	32,500	34,800	35,000
71-430-20	Interest on Investments	144	60	280	575
	TOTAL REVENUES	**31,439**	**32,560**	**35,080**	**35,575**
	TOTAL SOURCES	**131,621**	**59,603**	**62,333**	**71,908**
EXPENDITURES					
71-50-715	Whiting Park Play Equipment	-	-	-	-
71-50-725	Pool & Ice Rink Recreation Project TBD	-	-	-	-
71-50-730	Information Center Park Camping	-	-	-	-
71-50-735	Eagle Valley Elementary GOCO Match	-	-	-	-
71-50-740	Eagle Park Ice Rink Liner	-	-	-	-
71-50-745	Sowing Seeds	-	-	-	-
71-50-750	Park Improvements	104,368	26,000	26,000	-
71-50-950	Transfer to Capital Imp. Fund	-	-	-	-
71-50-900	Contingency	-	-	-	-
	TOTAL EXPENDITURES	**104,368**	**26,000**	**26,000**	**-**
FUND BALANCE - ENDING		**27,253**	**33,603**	**36,333**	**71,908**

Open Space Fund

DESCRIPTION

The Open Space fund was created in 1996 after the passage of a citizen ballot measure that implemented a $2 per night lodging tax. To this day, the $2 per night lodging tax remains as the sole source of dedicated revenue for the Open Space Fund. Staff continually works to secure grant money and establish partnerships with Eagle County, the Eagle Ranch Wildlife Committee, and other entities to best leverage the funding generated by the lodging tax. All Open Space related expenses, including personnel, are paid out of the Open Space Fund.

Per the 1996 ballot language, Open Space funds are to be used for the following: "….*the preservation of agricultural lands and for acquisition, maintenance and management of land and easements in and around the town for open space buffer zones, trails within open space areas, wildlife habitats and wetland preservation.*" In 2014, voters approved an amendment to that language which added to following allowed uses of open space funds: "……*construction and maintenance of soft path recreation trails connecting to the existing Eagle area trails system and the construction of facilities which will serve open space users such as restrooms, parking areas and other physical improvements which improve the quality of the users experience when utilizing Town open space and adjacent lands.*" This 2014 ballot question passed by an 87% approval margin, providing a clear message as to just how much the citizens of Eagle value their open space and the outdoor recreation opportunities it affords them. The margin of approval reinforced what Town officials have long heard from residents and in both formal and informal conversations, and through surveys such as the Town of Eagle Community Surveys conducted in 2004, 2007, and 2013. Conserving open space is not only a closely held value for the citizens of Eagle, it is an essential component of their overall quality of life.

In the early years, the focus of the open space fund was on land acquisition and stewardship. The goal was to build up the fund balance. The Town's Open Space fund, established seven years prior to the passage of Eagle County's Open Space Tax, which was passed in 2003. By 2004, the Town recognized that a part-time staff person was necessary to manage the demands placed on its open space lands and growing trail system. The first Open Space Coordinator was hired that year. Since then, the scope and popularity of the Open Space program has continued to grow. Eagle's active citizenry continued to expand, and with the growth came the desire to improve, not only outdoor recreation experiences on Town owned open space, but on surrounding BLM lands as well. Over the last few years the Town has established a strong partnership with the County's Open Space program which has allowed both programs to leverage their funds for the purchase of important open space parcels including Confluence Park and the recently acquired Abram's Creek Open Space. The Open Space fund has evolved from purely a bank account for potential acquisitions to a well-rounded municipal open space program that works to provide conscientious land stewardship and management while also providing excellent outdoor recreation opportunities for its citizens and visitors alike.

2016 ACCOMPLISHMENTS

- Purchased the A&R Investments property, which is now protected in perpetuity as Town owned open space (now called the Abrams Creek Open Space). Leveraged Town funds heavily contributing $144,000 (20% of the purchase price), with the other 80% of the funding provided by the Town's partners including Eagle County and the Eagle Ranch Wildlife Committee. The purchase protects critical winter wildlife habitat and provides for long envisioned and key trail connections. This land acquisition accomplished a goal that the Town had been working to achieve for more than 15 years.

- Exercised diligent public land stewardship of Town open space property by developing a Restoration Requirements document which spelled out the necessary best practices for revegetating the 2016 Black Hills pipeline construction project corridor that crossed Abrams Creek, Second Gulch, Mayer Gulch, and sections of the Eagle Ranch neighborhood. Negotiated a $150,000 letter of credit which the Town can draw upon in future years in the event Black Hills were to default on their agreed to restoration responsibilities. Although not a Town budgeted or sponsored project, this was a project that legally had to be accommodated on Town open space lands and involved significant staff time.
- Constructed the bicycle pump track at the Pool and Ice Rink facility, including track, irrigation, and landscaping which has been extremely popular and is heavily used.
- Installed new and updated trailhead kiosks and wayfinding trail signage to assist locals and visitors alike with a positive recreation experience.
- Provided federal permitting, logistics, and venue support for large scale special events held on Town open space including the Eagle Outside Festival, the GoPro Mountain Games, and the Colorado High School League Mountain Biking Championships.
- Performed annual open space stewardship tasks, including noxious weed abatement, pest control, hazard mitigation, trail maintenance, and winter wildlife closures.
- Managed and supported volunteer groups and professional contractors who performed trail construction and maintenance tasks.

GOALS

Town of Eagle Open Space funds are managed in accordance with the goals set forth in the Town's guiding open space plan titled, Eagle Area Open Lands Conservation Plan. These goals include the following:

- *Conserve Natural Characteristics*
- *Protect Critical Wildlife Habitat*
- *Maintain Scenic Qualities*
- *Provide Appropriate Recreational Opportunities*
- *Minimize Adverse Impacts to the Natural Environment*

In recent years, the Town recognized that Town's beautiful natural areas and excellent trail system could not only serve to enhance the quality of life for its citizens but also serve as a driver for economic growth by marketing its potential for increased tourism.

OJECTIVES

- To complete the design and construction of the Abram's Creek Open Space to Third Gulch trail connection
- To provide funding for any high priority open space acquisition and/or recreation access easement opportunities that might arise in 2017.
- To provide professional, internal staffing support for high priority, open space related projects. This would include projects such as implementation of the Eagle River Corridor Plan and River Park project.
- To complete trail and other amenity maintenance projects in 2017 using both seasonal employee and volunteer time.
- To expand natural history interpretation and environmental education opportunities through designing and securing funding for a nature center in 2017.

HIGHLIGHTS

A significant highlight of the 2017 budget is the addition of a Seasonal Open Space/Trails Technician position. This Town employee would be supervised by the Open Space Coordinator, and their duties would include trail construction and maintenance, installing signage, maintaining trailhead and other open space related facilities, and regulation education and enforcement tasks. This positon would provide a cost effective, dedicated labor source for completing tasks that cannot always attended to with current Open Space staffing levels and volunteer labor.

CHANGES IN FUND GENERATED REVENUES

Based on 2016 lodging tax receipts and occupancy trends, it is projected that open space revenue will experience roughly a 20% increase in annual revenue. Open Space staff will continue to pursue grant funding opportunities and partnerships with the County, Eagle Ranch Wildlife Committee, and the BLM, among others. If the 1B Open Space initiative on the County' November Ballot were to pass, it would enable the Town to apply for County Open Space funds for funding trail projects, further enhancing the Town's Open Space capabilities.

OPEN SPACE PRESERVATION FUND SUMMARY

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
FUND BALANCE - BEGINNING		**1,204,372**	**1,074,074**	**1,057,779**	**782,720**
REVENUES					
81-430-10	Lodging Tax	121,626	124,000	132,000	136,500
81-430-15	Penalty & Interest	-	-	-	-
81-430-20	Interest on Investments	2,444	2,000	6,100	4,000
81-430-30	Usage Fees	570	300	300	300
81-431-00	State Grants (GOCO)	-	-	41,015	-
81-433-00	Other Grants	-	-	10,000	10,800
81-434-10	Reimbursable Revenue			37,527	
81-436-70	Miscellaneous	-	-	-	-
	TOTAL REVENUES	**124,640**	**126,300**	**226,942**	**151,600**
	TOTAL SOURCES	**1,329,012**	**1,200,374**	**1,284,721**	**934,320**
EXPENDITURES					
Operating Expenses		122,597	140,784	162,418	619,685
Capital Expenditures		148,636	393,000	339,583	51,000
	TOTAL EXPENDITURES	**271,233**	**533,784**	**502,001**	**670,685**
FUND BALANCE - ENDING		**1,057,779**	**666,590**	**782,720**	**263,636**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: OPEN SPACE

SUMMARY OF EXPENDITURES

	ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES	33,328	39,993	41,300	70,335
SUPPLIES	21,574	19,300	19,150	7,800
PURCHASED SERVICES	56,037	61,237	81,714	36,300
FIXED CHARGES	4,875	5,254	5,254	5,250
CAPITAL EXPENDITURES	148,636	393,000	339,583	51,000
CONTINGENCY	6,784	15,000	15,000	500,000
TOTAL EXPENDITURES	**271,233**	**533,784**	**502,001**	**670,685**

TOWN OF EAGLE
2017 ANNUAL BUDGET

FUND: OPEN SPACE

DETAIL OF EXPENDITURES

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
PERSONNEL SERVICES					
81-50-110	Salaries & Wages	28,633	35,518	35,518	62,571
81-50-120	Overtime	773	-	870	-
81-50-125	Bonus	325	325	598	277
	Employer Contributions				
81-50-141	Unemployment Insurance	89	108	111	189
81-50-142	Workmen's Compensation	1,235	1,300	1,374	2,489
81-50-144	F.I.C.A.	2,274	2,742	2,829	4,808
	TOTAL PERSONNEL SERVICES	**33,328**	**39,993**	**41,300**	**70,335**
SUPPLIES					
81-50-210	Office Supplies	-	50	50	50
81-50-225	Uniforms	-	250	100	250
81-50-230	Repairs & Maintenance Supplies	20,659	11,500	11,500	4,000
81-50-231	Vehicle Repair & Maintenance Supplies	109	3,000	3,000	500
81-50-235	Equipment (non-capital)	806	4,500	4,500	3,000
	TOTAL SUPPLIES	**21,574**	**19,300**	**19,150**	**7,800**
PURCHASED SERVICES					
81-50-310	Communication & Transportation	210	300	150	300
81-50-351	Legal Services	813	1,000	1,000	1,000
81-50-352	Auditing Services	1,382	-	-	-
81-50-355	Appraisals	2,484	5,000	1,500	3,000
81-50-359	Grant Writing Services	-	10,000	-	-
81-50-360	Repair & Maintenance	21,460	6,500	6,500	8,000
81-50-361	Trail Repair & Maintenance	15,000	16,000	10,500	4,000
81-50-363	Weed & Pest Control	13,489	12,000	12,000	9,000
81-50-362	Computer/Software Support	238	1,937	1,937	2,000
81-50-365	Surveying Services	961	5,000	5,000	5,000
81-50-366	Reimbursable Services	-	-	37,527	-
81-50-370	Recreation Lease	-	-		
81-50-380	Tuition & Books	-	500	100	1,000
81-50-745	Recreation Tourism Enhancements	-	-		
81-50-394	Volunteer Recognition	-	3,000	1,000	3,000
81-50-395	Contracted Services	-	-	4,500	-
	TOTAL PURCHASED SERVICES	**56,037**	**61,237**	**81,714**	**36,300**
FIXED CHARGES					
81-50-510	Insurance	4,875	5,254	5,254	5,250
	TOTAL FIXED CHARGES	**4,875**	**5,254**	**5,254**	**5,250**

FUND: OPEN SPACE

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2015	BUDGET 2016	REVISED 2016	BUDGET 2017
CAPITAL EXPENDITURES					
81-50-710	Capital Outlay	-	-	-	-
81-50-715	Acquisitions	-	50,000	149,000	-
81-50-730	Brush Creek Inventory & Enhancement	-	5,000	-	5,000
81-50-747	Trail Construction	51,599	25,000	4,500	30,000
81-50-748	Information Center Boat Ramp	32,283	-	-	-
81-50-749	Arroyo Trailhead Bathroom	-	-	-	-
81-50-752	Eagle River Planning	29,561	-	-	-
81-50-753	Eagle River Park Improvements	31,318	150,000	113,083	-
81-50-755	Swallow Oil Property	3,876	-	-	-
81-50-756	Pool & Ice Campus Improvements	-	63,000	73,000	6,000
81-50-757	Campground	-	100,000	-	10,000
81-50-758	Nature Center	-	-	-	-
	TOTAL CAPITAL EXPENDITURES	**148,636**	**393,000**	**339,583**	**51,000**
81-50-900	**CONTINGENCY**	**6,784**	**15,000**	**15,000**	**500,000**
	TOTAL EXPENDITURES	**271,233**	**533,784**	**502,001**	**670,685**

RESOLUTION NO. __55__
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES TOWN OF EAGLE, COLORADO APPROVING A DEVELOPMENT PLAN FOR THE CONSTRUCTION OF A 4000 SQUARE FOOT BUILDING ON LOT C-12B, EAGLE VALLEY COMMERCIAL PARK SUBDIVISION WITHIN THE TOWN OF EAGLE; APPROVING A DEVELOPMENT IMPROVEMENTS AGREEMENT, DATED NOVEMBER 15, 2016, BETWEEN THE TOWN, ILB PARTNERS II, LLC AND TUMBLEWEED EAGLE 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, ILB PARNTERS II, LLC, a Colorado limited liability company, ("Owner") is the owner of Lot C-12B, Eagle Commercial Park Subdivision, also known as 1125 Chambers Avenue, Town of Eagle, County of Eagle, State of Colorado (the "Property" or "Development"), and desires to develop the Property; and

WHEREAS, Owner has authorized Tumbleweed Eagle LLC, a Colorado limited liability company ("Applicant") to apply for a Development Permit on the Property; and

WHEREAS, the Applicant desires to develop the Property for a 4,000 square foot building 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 September 6, 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, the Applicant and Owner have entered into a Development Improvements Agreement for Lot C-12B, Eagle Commercial Park Subdivision, also known as 1125 Chambers Avenue, Town of Eagle, County of Eagle, State of Colorado dated November 15, 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 September 27, 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 Lot C-12B, Eagle Commercial Park Subdivision, Town of Eagle, County of Eagle, State of Colorado, attached hereto as Exhibit "A" 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

(b) 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 November 15, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibbin, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

DEVELOPMENT IMPROVEMENTS AGREEMENT
LOT C-12, EAGLE VALLEY COMMERCIAL PARK SUBDIVISION FILING 3

THIS AGREEMENT is entered into and made effective as of the _____ day of _____, 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 ILB PARTNERS II, LLC, a Colorado limited liability company, whose address is 11157 Gypsum Creek Road, Gypsum, Colorado 81637, (hereinafter referred to as the "Owner"); and TUMBLEWEED EAGLE, LLC, a Colorado limited liability company, whose address is 1187 Gore Trail, Edwards, Colorado 81632 (hereinafter referred to as the "Developer").

RECITALS

A. WHEREAS, the Owner is the owner of Lot C-12, Eagle Valley Commercial Park Subdivision, Filing 3, also known as 1125 Chambers Avenue, Town of Eagle, County of Eagle, State of Colorado (the "Property" or "Development"); and

B. WHEREAS, the Developer desires to develop the Property for a four-thousand (4,000) square foot commercial building on Owner's Property 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 all 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 land developers, and foster cooperation between the required and private sectors in the area of land use planning. The Vested Property Rights Statute authorizes the Town to enter into development agreements with land developers 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 land developers 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 required 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 required 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, Owner 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 required 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 required 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 Lot C-12, Eagle Valley Commercial Park Subdivision, Filing 3, Town of Eagle, between Developer and the Town.

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

1.4 Developer. Tumbleweed Eagle, LLC, a Colorado limited liability company, and its successors and assigns.

1.5 Development. The four-thousand (4,000) square foot commercial building 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", 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 Owner. ILB Partners II, LLC a Colorado limited liability company, and its successors and assigns.

1.8 Property. The real property known as Lot C-12, Eagle Valley Commercial Park Subdivision, Filing 3, Town of Eagle, Town of Eagle, County of Eagle, State of Colorado.

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

1.10 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.

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

1.12 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 resolution approving this Agreement, and shall continue until the third (3rd) anniversary of the effective date of this Agreement unless development has commenced during such period. 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 a building permit 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, building permit, or license 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 currently zoned Commercial General (CG) and Developer intends to construct a four-thousand (4,000) square foot commercial building on the Property.

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 REQUIRED PUBLIC FACILITIES

Because of the nature and size of this Development, the Development is exempt from the requirement that a determination of adequacy of required 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 including a fire hydrant assembly, 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, parking lot improvements, access drive improvements,

sidewalk improvements, curb and gutter, parking lot lighting, and landscaping improvements and any other public or required private Development improvements, as shown in the Development Plan, 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 and/or Owner, unless otherwise provided in this Agreement. The public and other required on-site and off-site development improvements to be constructed by the Developer and/or Owner 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. Developer shall submit to the Town for review and approval a lighting plan in compliance with the Town's lighting standards. All such public and other 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 and shall be approved by the Town Engineer.

6.2 Warranty by Developer. The Owner and 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. (Developer shall not be responsible for damage to improvements due to circumstances not including defects in materials or workmanship).

6.3 Town Inspections. The Town shall have the right to make engineering inspections and require testing during construction of the required public and private Development improvements in such reasonable intervals and upon reasonable notice as the Town Engineer may request in accordance with the Town's engineering standards, 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 and other required Development improvements. Such approvals shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

6.4 Approval by Town Engineer. Upon full completion of construction by the Developer of such on-site and off-site public and other required private Development 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.

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 6.2 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, including Exhibit "A" attached hereto.

6.5 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.

6.6 Conveyance of Public Improvements. All on-site and 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 6.2 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 6.4 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 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.

6.7 Dogs Prohibited During Construction. The Developer and Owner 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 harborer 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 harborer, the dog and the dog's owner or harborer shall be immediately evicted from the Property by the Developer and/or Owner 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 and/or Owner from entering or working within the Property for the following six (6) calendar months.

SECTION 7
LANDSCAPING

Installation of Landscaping. The Developer shall submit to the Town for review and approval a final landscaping plan prior to commencing any landscaping work. The Developer shall install, at its sole cost and expense, all landscaping shown in said landscaping plan together with a complete drip irrigation system for such landscaping. The Developer shall be solely responsible for the adequate and proper maintenance of such landscaping.

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 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 to the Development shall be made pursuant to agreement by the Town and on a first come/first served basis with other water service customers, subject to system capacity and any prior commitments, and shall be made available upon payment of an applicable plant investment fee and utility connection charges at the then applicable rate set forth in the Eagle Municipal Code. The plant investment fee shall be paid prior to the issuance by the Town of a Building Permit. Developer and Owner shall not receive any preference for or assurance of the availability of water service from the Town until the plant investment fee is paid.

8.3 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 any 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.

8.4 Provision of Wastewater Service by the Town. Upon completion of any wastewater collection system improvements necessary to serve the Development by 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, Owner or other customer making a written request for such service and the payment of any required plant investment fee and connection charges. The plant investment fee shall be paid prior to the issuance by the Town of a Building Permit. Provision of wastewater service by the Town to 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 In order to secure the construction and installation of the required on-site and off-site public improvements, above described and as shown in the Development Plan for the Property for which Developer is responsible, the Developer shall furnish the Town with: (a) cash to be deposited in an escrow account that is acceptable to the Town pursuant an agreement substantially similar to the form attached hereto as Exhibit "B" and incorporated herein by this reference, unless otherwise mutually agreed by the parties; or (b) an irrevocable standby letter of credit that is acceptable to the Town; or (c) a performance bond issued by a surety approved by the Town; or (d) other security acceptable to the Town Attorney in an amount equal to one hundred ten percent (110%) of forty one thousand two hundred five dollars ($41,205.00) the estimated cost of said facilities as shown in Exhibit “C” attached hereto and incorporated herein by this reference.

9.2 Delivery of Security. Developer shall furnish to the Town the security required by this Section prior to issuance of a building permit for the Property. Unless expressly authorized by the Town Administrator, 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 required 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 initial performance bond or letter of credit, if applicable, issued pursuant to this Agreement shall bear an expiration date of not earlier than two (2) years from the date of issuance. The Developer shall renew such security as necessary in order to secure the performance and completion of the required public improvements in accordance with this Agreement without further notice from the Town. The performance bond, 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 performance bond, or letter of credit, or Escrow and Disbursement Agreement or other acceptable security shall be in good and sufficient form as approved by the Town Attorney. In the event of a default by the Developer and compliance with the terms of subsection 9.7 of this Agreement the surety or 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 portions of the required public improvements by the Developer, evidenced by a detailed cost breakdown of the completed improvements, the amount of any letter of credit issued pursuant to this Agreement may be reduced by up to twenty percent (20%) of the approved estimated cost for the installation of such improvements, upon application of the Developer, and approval by the Town Administrator. Upon completion of all of the required 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 required 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 any further building permits until a new improvements guarantee is supplied.

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 any surety on the performance bond, 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 required public improvements in whole or in part.

9.8 Power of Attorney Granted. The Developer and Owner hereby designate and irrevocably appoints the Mayor of the Town of Eagle, Colorado, as its Attorney-In-Fact and agent for the purpose of completing all public improvements required by this Agreement in the event of a default by the Developer. This Agreement shall be recorded 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 required public 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 described in subsection 9.1 above 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 required public improvements, as agent for the Developer, against the Developer, its surety, 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

12.1 Street Improvement Fee. In accordance with Section 4.13.185 of the Eagle Municipal Code, Developer shall pay to the Town the sum of $4,064.00 as and for street improvement fees for the Development prior to the issuance of a Major Development Permit by the Town.

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 $2,140.00 as and for fire protection impact fees for the Development. Such fees shall be paid prior to the issuance of a Major Development Permit by the Town.

SECTION 13
DEDICATION OF EASEMENTS

Owner shall dedicate to the Town, at no cost, free and clear of any liens and encumbrances, easements required for the extension of the water main, fire hydrant, and sidewalk as shown on the engineering drawings approved by the Town Engineer.

SECTION 14
ISSUANCE OF MAJOR DEVELOPMENT PERMIT

Upon payment of the costs set forth in subsection 11.1, and the impact fees set forth in Section 12, the Town agrees to issue a Major Development Permit to the Developer, and the terms of this Agreement and the Development Plan, as approved by the Town.

SECTION 15
ENFORCEMENT

15.1 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.

15.2 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.

15.3 Other Remedies Available to Town. In the event the Developer fails to construct any required public or private Development improvements in accordance with the terms and conditions of this Agreement, following the delivery of a performance guarantee as set forth in Section 9 of this Agreement, the Town may exercise any of the remedies set forth in Section 9. In addition, the Town may also suspend the Major Development Permit approval during which time the Developer will have no right to lease, sell or occupy 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 16
VESTED RIGHTS-VACATION OF DEVELOPMENT PLAN

16.1 Vested Property Rights. Owner and 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 Developer 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 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.

16.2 Vacation of Development Plan. Failure of the Developer to complete construction of the required public and private Development improvements required by this Agreement within the times provided herein and following the delivery of the notice described in subsection 9.7 hereof and the expiration of the thirty (30) day time period described in subsection 9.7 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 and Owner shall then

be prohibited from developing the Property without further approvals by the Town. 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 17.5 below.

16.3 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 and/or Owner, execute a resolution or certificate stating that all improvements have been constructed in compliance with this Agreement.

SECTION 17
MISCELLANEOUS PROVISIONS

17.1 Waiver of Defects. In executing this Agreement, Developer and Owner 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.

17.2 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 and Owner; 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.

17.3 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, Developer and Owner 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, Developer and Owner, except for representations made by the Developer, Owner, or their agents, or the Town Board of Trustees and Town staff members at required hearings concerning approval of the Development Plan, not in conflict with the express provisions of this Agreement.

17.4 Enabling Ordinances or Resolutions 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.

17.5 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.

17.6 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.

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

17.8 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.

17.9 Covenants. The provisions of this Agreement shall be binding on all subsequent Developers and 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.

17.10 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 81531 Attn.: Town Manager
With a copy to:	Sands Law Office, LLC 450 West Avenue, Suite 204 Rifle, Colorado 81550 Attn.: Edward P. Sands, Esq.
If to Owner:	ILB Partners II, LLC. 11157 Gypsum Creek Road Gypsum, CO 81637 Attn: Rich Thal

If to Developer: Tumbleweed Dispensary Eagle, LLC
1187 Gore Trail
Edwards, CO 81632
Attn: Mark Smith

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

17.12 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.

17.13 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 and Owner expressly waives its right to bring such action in or to remove such action to any other court, whether State or federal.

17.14 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.

17.15 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.

17.16 Assignment of Rights; Release of Obligations. The benefits of this Agreement are personal to the Developer and Owner 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. 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.

17.17 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.

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

17.19 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

By: _____
Anne McKibbin, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

ILB Partners II, LLC, a Colorado limited liability company

_____
By: Mark Smith, Tumbleweed Dispensary Eagle

Tumbleweed Eagle, LLC, a Colorado limited liability company

By: _____
Mark Smith, Manager

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

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2016, by Rich Thal, Manager, ILB Partners II, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

[SEAL]

_____
Notary

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2016, by Mark Smith, Manager, Tumbleweed Eagle, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

[SEAL]

_____
Notary

Exhibit "B"

TOWN OF EAGLE DEVELOPMENT IMPROVEMENTS
ESCROW AND DISBURSEMENT AGREEMENT

THIS AGREEMENT is entered into on August _____, 2016, by and between THE TOWN OF EAGLE, COLORADO, a municipal corporation, whose address is Town Hall, 200 Broadway, P.O. Box 609, Eagle, Colorado 81631; and TUMBLEWEED EAGLE, LLC a Colorado limited liability company, whose address is 1187 Gore Trail, Edwards, Colorado 81632, ("Developer"); and _____ ("Escrow Agent")

RECITALS:

A. WHEREAS, the Town, ILB Partners II, LLC ("Owner") and Developer entered into a Development Improvements Agreement dated November 15, 2016, ("Development Improvements Agreement") containing terms and conditions regarding the development of certain property described as Lot C-12, Eagle Valley Commercial Park Subdivision Filing 3 (Tumbleweed Dispensary), Town of Eagle, County of Eagle, State of Colorado, and

B. WHEREAS, in accordance with the Development Improvements Agreement, Developer is required to deposit the sum of $45,325.50 ("Escrow Funds"), an amount equal to one hundred ten percent (110%) of the estimated cost of constructing and installing certain described public improvements, to guarantee the construction and installation of such improvements; and the Town and Developer have selected Escrow Agent to hold and disburse the Escrow Funds.

NOW, THEREFORE, in consideration of the recitals described above, the mutual covenants and conditions contained in this Escrow and Disbursement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town, Developer, and Escrow Agent agree as follows:

SECTION 1
CONSTRUCTION OF IMPROVEMENTS

Developer agrees to complete the construction and installation of the public improvements in accordance with all terms and conditions contained in the Development Improvements Agreement. Such construction and installation shall be at Developer's sole expense.

SECTION 2
FUNDS HELD IN ESCROW

Concurrently with the execution of this Escrow and Disbursement Agreement, Developer shall deposit the sum of $45,325.50 with Escrow Agent. Escrow Agent agrees to hold this amount in escrow and any additional amounts deposited in accordance with the terms of the Development Improvements Agreement. Any interest earned on the funds deposited shall belong to the Developer.

SECTION 3
DUTIES OF ESCROW AGENT

The duties of the Escrow Agent shall be as follows:

3.1 Disbursement of Funds. During the term of this Escrow and Disbursement Agreement, Escrow Agent shall hold and disburse the Escrow Funds strictly in accordance with the terms and provisions of this Escrow and Disbursement Agreement.

3.2 Limited Liability. The Town and Developer agree and acknowledge that Escrow Agent assumes no liability in connection with this Escrow and Disbursement Agreement except for gross negligence or willful misconduct; that Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to in this Escrow and Disbursement Agreement; that Escrow Agent is under no duty or obligation to ascertain the identity, authority or rights of the other parties (or their agents) executing or delivering or purporting to execute or to deliver this Escrow and Disbursement Agreement or any documents, papers or payments deposited or called for under this Escrow and Disbursement Agreement; and that Escrow Agent may seek advice from its own legal counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

3.3 Disputes. If Escrow Agent is unable to determine at any time to whom the Escrow Funds should be delivered, or if a dispute develops between the Town and the Developer concerning to whom the Escrow Funds should be delivered, then in such event, the Escrow Agent shall deliver the Escrow Funds in accordance with the joint written instructions of the Town and Developer. In the even such written instructions are not received by Escrow Agent within ten (10) days after Escrow Agent has issued a written request for instructions to the Town and Developer, Escrow Agent shall have the right to pay the Escrow Funds into the registry of the Eagle County District Court and interplead the Town and Developer. Escrow Agent shall then be fully discharged of any obligation in connection with this Escrow and Disbursement Agreement. Escrow Agent shall be entitled to recover its reasonable attorneys' fees, related costs, and expenses from the Town and Developer in commencing such action.

SECTION 4
INDEMNIFICATION OF ESCROW AGENT

Town and Developer agree to indemnify and hold Escrow Agent harmless from and against all claims, actions, causes of action, judgments, damage, loss, liability, costs and expenses including, but not limited to, attorneys' fees, expenses, and court costs, arising out of or in any way resulting from the construction and installation of the required public improvements on the Property as required by the Development Improvements Agreement.

SECTION 5
PARTIES' CONSENT

The Town and Developer hereby expressly consent to the disbursement of funds and other conduct of the Escrow Agent as authorized by the provisions of this Escrow and Disbursement Agreement.

SECTION 6
ESCROW AGENT FEES

Any fees charged by the Escrow Agent shall be paid by the Developer.

SECTION 7
DISBURSEMENT OF ESCROW FUNDS

Escrow Agent shall disburse the Escrow Funds as follows:

7.1 Partial Disbursements. Upon completion of a certain class of public improvements by the Developer, Escrow Funds shall be paid to the Developer in an amount equal to up to twenty percent (20%) of the approved estimated cost for the installation of such class of improvements upon application by the Developer, and approval by the Town's Engineer or Town Planner. In order for Developer to receive such partial disbursement, the following shall be presented to the Escrow Agent:

7.1.1 A disbursement request signed by a professional engineer licensed by the State of Colorado ("Developer's Engineer"), which shall state which class of improvements have been completed; that Developer's Engineer has inspected the improvements for which payment is requested; that the work has been completed in accordance with approved plans and specifications; and that the sum requested to be disbursed is reasonable and consistent with the estimate contained in an addendum to of the Development Improvements Agreement; and

7.1.2 All bills or invoices for such work which have been approved by the Developer; and

7.1.3 Written approval of such partial disbursement executed by the Town Engineer or Town Planner.

7.2 Disbursements upon Completion of Improvements. Upon written certification by the Developer and the Town Engineer that the Developer has completed all of the required Development improvements in accordance with the Development Improvements Agreement, and that there are no liens, encumbrances or other restrictions on the improvements, and that such improvements have been inspected and approved by the Town Engineer or Public Works Director, the Town's Board of Trustees shall execute a resolution verifying the acceptance of the improvements and authorizing the Escrow Agent to disburse to the Developer all remaining funds except an amount equal to ten percent (10%) of the total actual cost for construction and installation of the required improvements, as certified by the Developer and the Town Engineer. The Escrow Agent shall then disburse all remaining funds except an amount equal to ten percent (10%) of the actual total cost for construction and installation of the required Development improvements, as certified by Developer and the Town Engineer, upon receiving such certification.

The remaining funds shall be retained by Escrow Agent for a period of twenty-four (24) months from the date of the Board of Trustees resolution verifying the acceptance of the improvements. Provided, however, during said period all or part of such funds shall be disbursed upon written certification by the Town Administrator or his designee that: any of the public improvements constructed by the Developer in accordance with the Development Improvements Agreement are defective in materials or workmanship; that following notice, the Developer has failed to perform the corrective work necessary to remedy such defects in accordance with the Development Improvements Agreement; and the Town, pursuant to the Development Improvement Agreement, is proceeding with the task of correcting the defective materials or work. Such Escrow Funds shall then be disbursed by Escrow Agent to the Town or other payee authorized by the Town in such amounts as designated by the Town.

7.3 Disbursements upon Default. Upon written certification by the Town Administrator or his designee that: the Developer is in default under the Development Improvements Agreement and has failed to perform its obligations under such Agreement, in accordance with all plans, drawings, specifications, and other documents submitted to the Town, as approved, within the time period set forth in the Development Improvements Agreement; and that the Town, as agent for the Developer, is proceeding with the task of installing or completing the required public improvements on the Property, as specified in the Development Improvements Agreement, in whole or in part; the Escrow Agent shall then disburse Escrow Funds to the Town or other payee authorized by the Town, in such amounts as requested by the Town.

SECTION 8
TERMINATION OF AGREEMENT

Upon the full completion of the construction and installation of the required improvements as designated in the Development Improvements Agreement; and upon expiration of the twenty-four (24) month warranty period set forth in the Development Improvements Agreement, as certified by the Town Engineer or Town Planner, Escrow Agent shall disburse any remaining Escrow Funds to Developer and this Escrow and Disbursement Agreement shall then terminate, and no parties shall have any further rights, duties or obligations under this Escrow and Disbursement Agreement.

SECTION 9
MISCELLANEOUS PROVISIONS

9.1 Waiver of Defects. In executing this Escrow and Disbursement Agreement, the parties 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 Escrow and Disbursement Agreement.

9.2 Complete Agreement. This Escrow and Disbursement Agreement, together with the Development Improvements Agreement and Development Plan, contain all of the understandings, conditions and agreements between the Town and the Developer relating to the escrow and disbursement of funds for the construction and installation of the required Development improvements, and no other prior or current representation, oral or written, shall be effective or binding upon the Town and Developer.

9.3 Attorneys' Fees. In the event that any action is filed or maintained by any party in relation to this Escrow and Disbursement Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorneys' 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 attorneys' fees shall survive termination of this Escrow and Disbursement Agreement.

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

9.5 Amendments. This Escrow and Disbursement Agreement may be amended from time to time by written agreement duly authorized by the parties against whom such amendment may be enforced.

9.6 Notices. All notices required or given by the terms of this Escrow and Disbursement Agreement shall be made by personal delivery or by certified first class mail, postage pre-paid, return receipt requested, to the parties at their addresses listed below. All notices shall be effective upon personal delivery or mailing. These addresses shall remain valid until notice of a change of address is given to all parties.

If to Town::	Town of Eagle P.O. Box 609 Eagle, CO 81631 Attn: Town Manager
With a copy to:	Sands Law Office, LLC. 450 West Avenue, Suite 204 Rifle, CO 81650 Attn: Edward P. Sands, Esq.
If to Developer:	Tumbleweed Eagle, LLC 1187 Gore Trail Edwards CO 81632
If to Escrow Agent:	_____ _____ _____ _____

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

9.8 Colorado Law Applicable. This Escrow and Disbursement 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.

9.9 Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by any of the parties arising out of or relating to this Escrow and Disbursement Agreement will be deemed to be proper only if such action is commenced in the District Court of Eagle County, Colorado. The parties expressly waive any rights to bring such action in or to remove such action to any other court, whether State or federal.

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

9.11 Provisions Deemed Severable. If any part, term or provision of this Escrow and Disbursement Agreement is held by a court 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 Escrow and Disbursement Agreement.

9.12 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional action necessary to carry out the terms of this Escrow and Disbursement Agreement.

IN WITNESS WHEREOF, each party to this Escrow and Disbursement Agreement has caused it to be executed on the date indicated below.

THE TOWN OF EAGLE, COLORADO,
a municipal corporation

By: _____ _____
Anne McKibbin, Mayor Date

ATTEST:

_____
Jenny Rakow, Town Clerk

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, Town of Eagle, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL [SEAL]

My commission expires: _____

_____
Notary Public

DEVELOPER: TUMBLEWEED EAGLE, LLC, a Colorado limited liability company

By: _____ _____
Mark Smith, Manager Date

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this _____ day of _____, 2016, by Mark Smith, Manager, Tumbleweed Eagle, LLC.

WITNESS MY HAND AND OFFICIAL SEAL [SEAL]

My commission expires: _____

_____
Notary Public

ESCROW AGENT:

_____
(Name of Financing Institution)

By: _____
Date

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

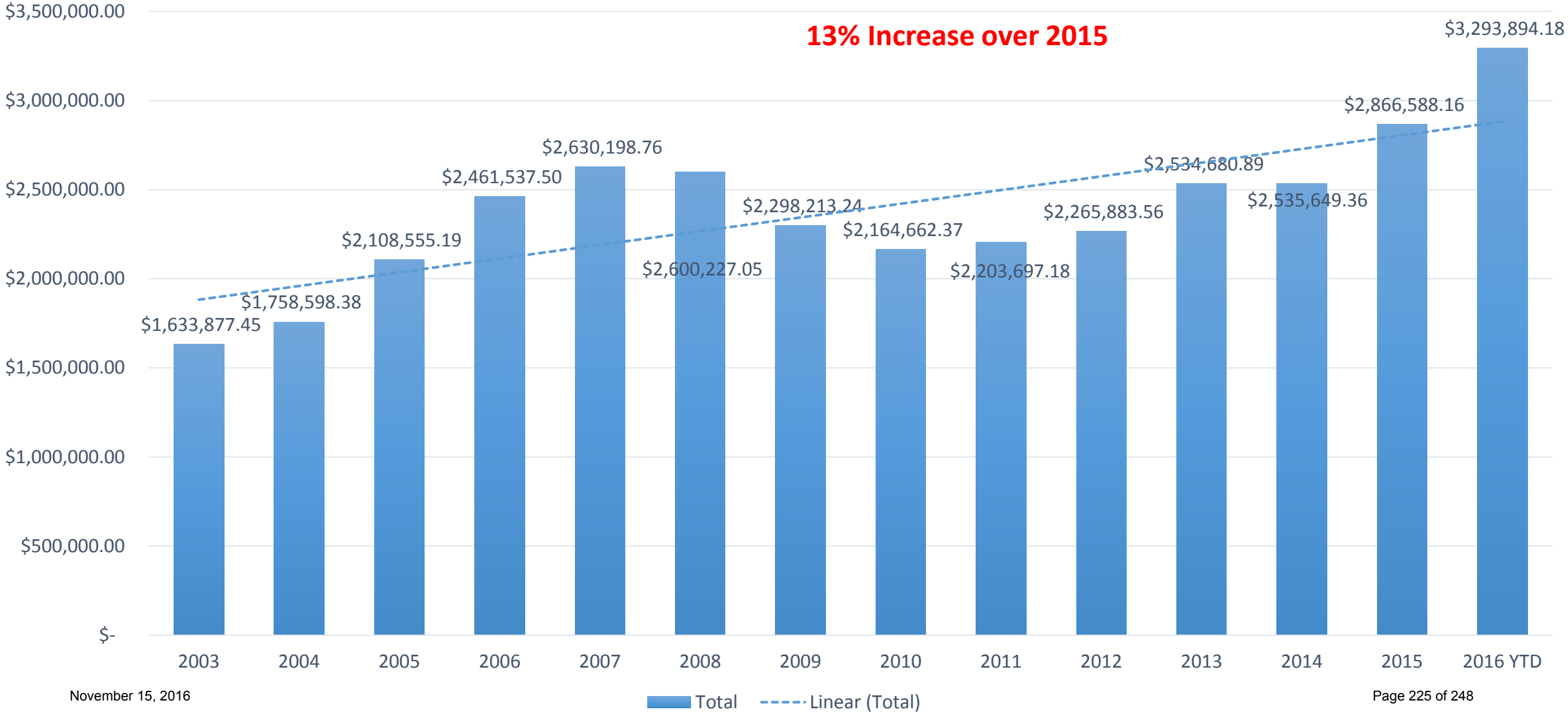
Subscribed and sworn to before me this _____ day of _____, 2016, by_____.
(Escrow Agent)

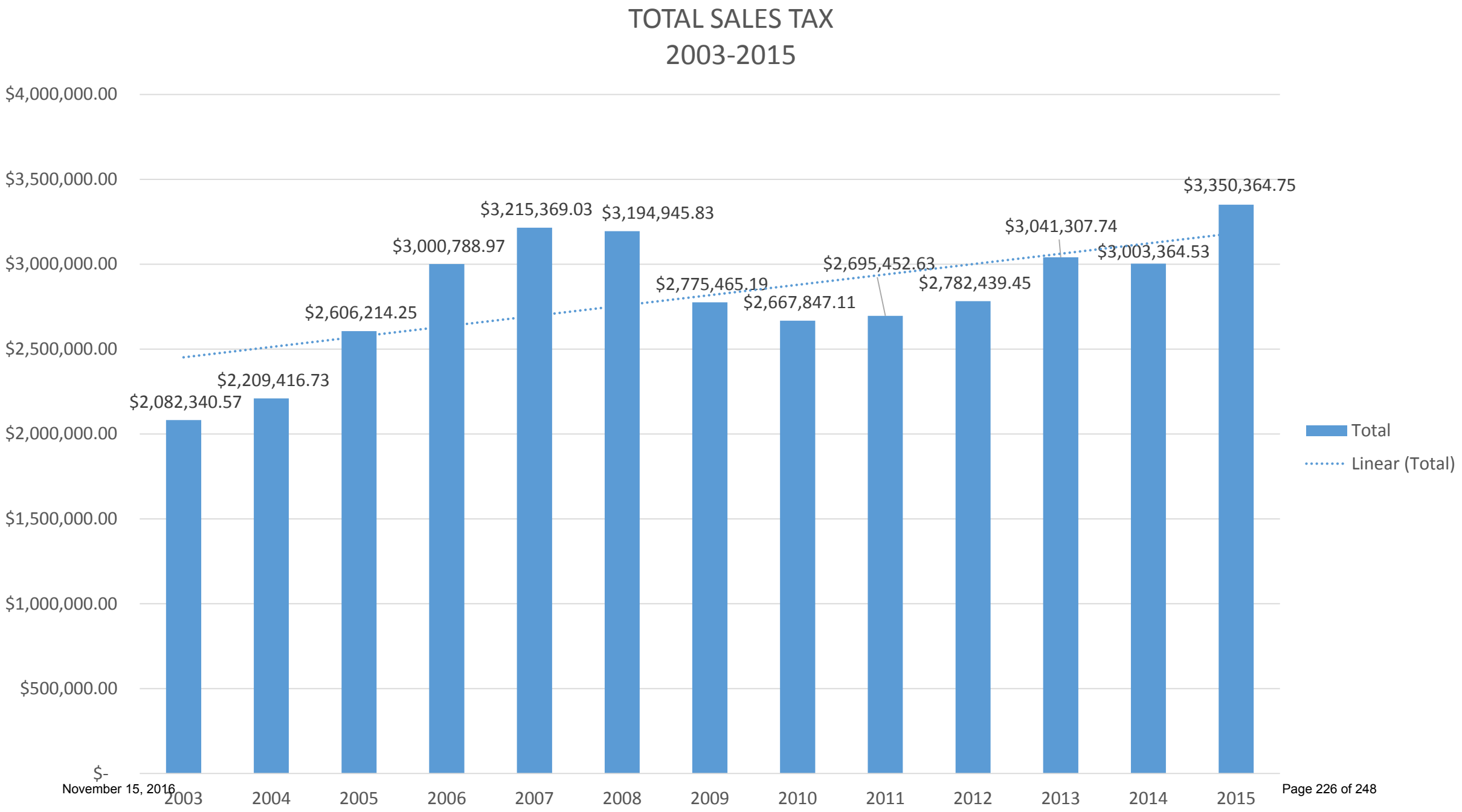
WITNESS MY HAND AND OFFICIAL SEAL [SEAL]

My commission expires: _____

_____
Notary Public

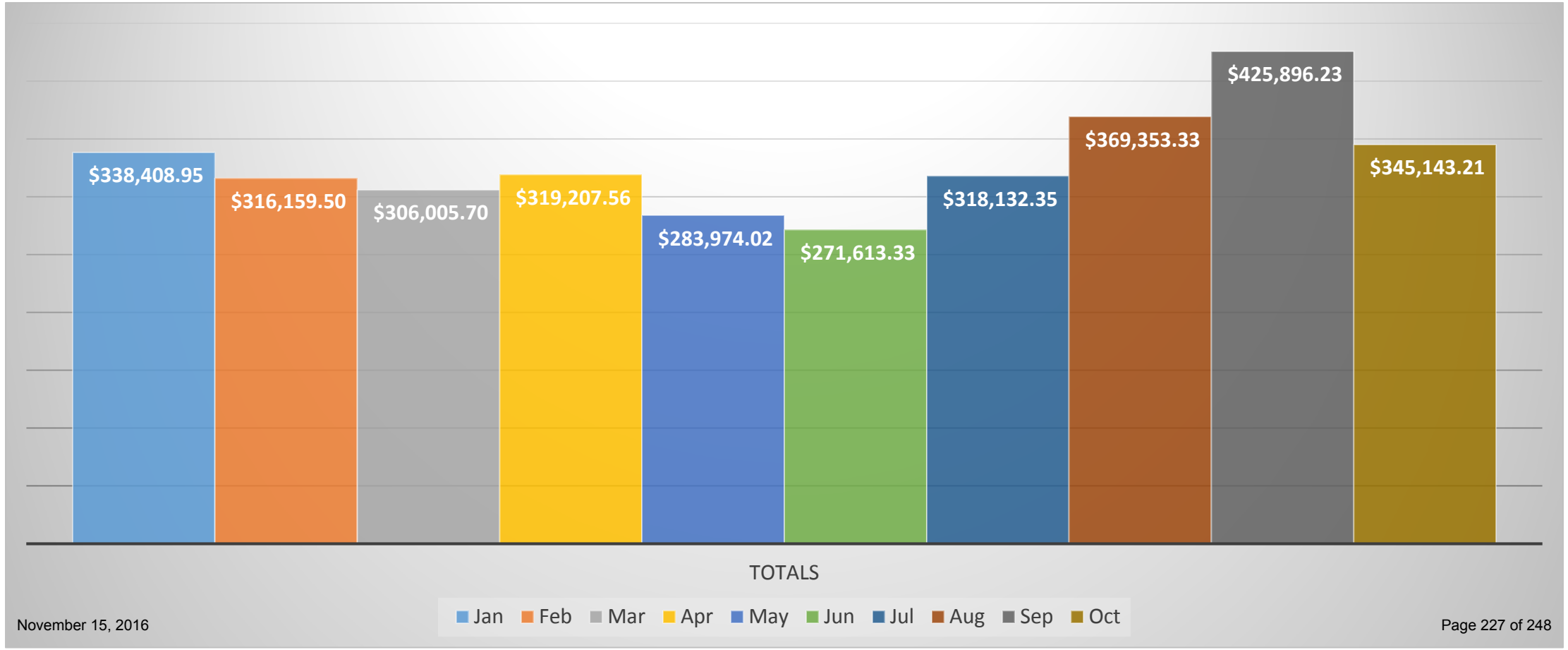
TOTAL SALES TAX
2003-2016
Through October



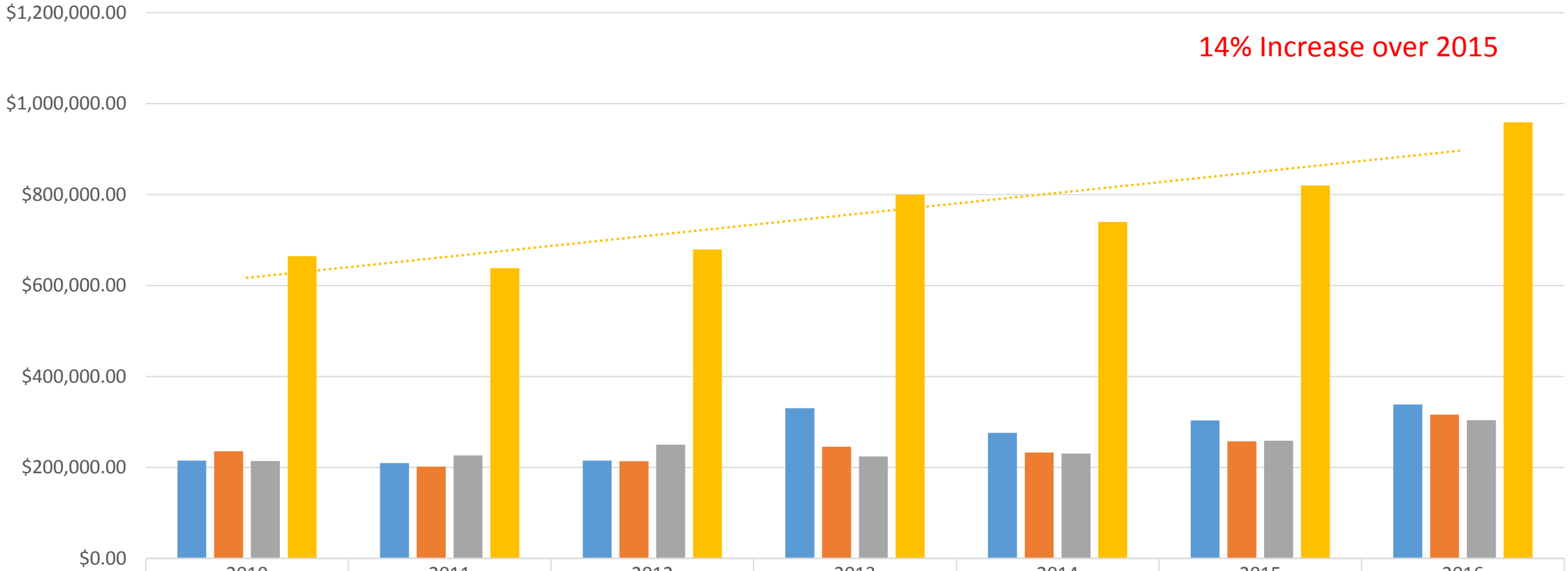

TOTAL SALES TAX
2003-2015
$4,000,000.00
$3,500,000.00
$3,000,000.00
$2,500,000.00
$2,000,000.00
$1,500,000.00
$1,000,000.00
$500,000.00
$-
$2,082,340.57
$2,209,416.73
$2,606,214.25
$3,000,788.97
$3,215,369.03
$3,194,945.83
$2,775,465.19
$2,667,847.11
$2,695,452.63
$2,782,439.45
$3,041,307.74
$3,003,364.53
$3,350,364.75
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
Total
Linear (Total)

MONTHLY COLLECTIONS 2016

2016 Monthly Average $329,389.42



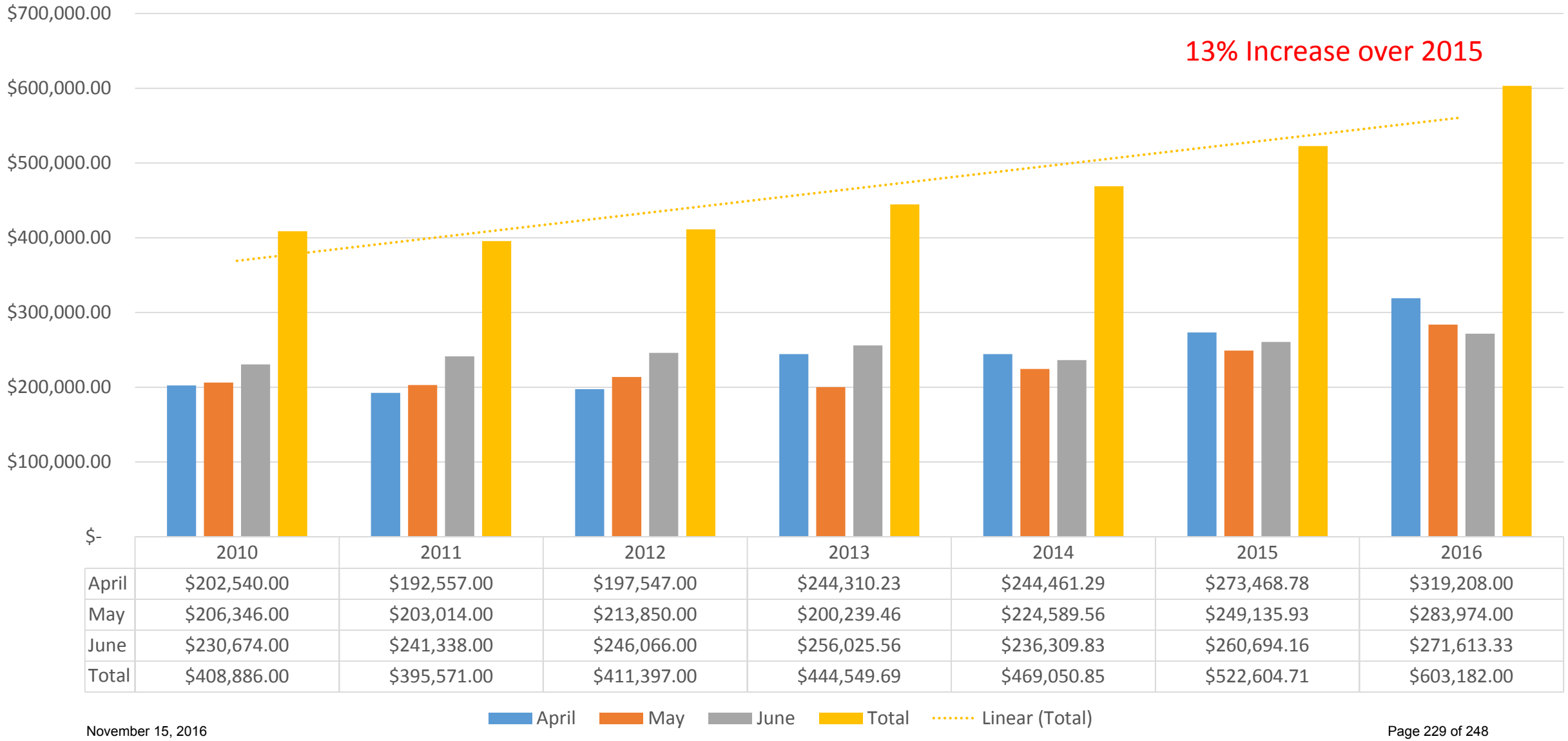
TOTAL SALES TAX FIRST QUARTER
2010-2016



	2010	2011	2012	2013	2014	2015	2016
January	$214,963.00	$209,486.00	$215,104.00	$330,381.96	$276,039.19	$303,614.70	$338,409.00
February	$235,694.00	$201,954.00	$213,947.00	$245,612.80	$233,056.33	$257,718.86	$316,159.00
March	$214,079.00	$226,738.00	$250,385.00	$224,137.85	$230,613.11	$258,788.21	$304,205.00
Total	$664,736.00	$638,178.00	$679,436.00	$800,132.61	$739,708.63	$820,121.77	$958,773.00

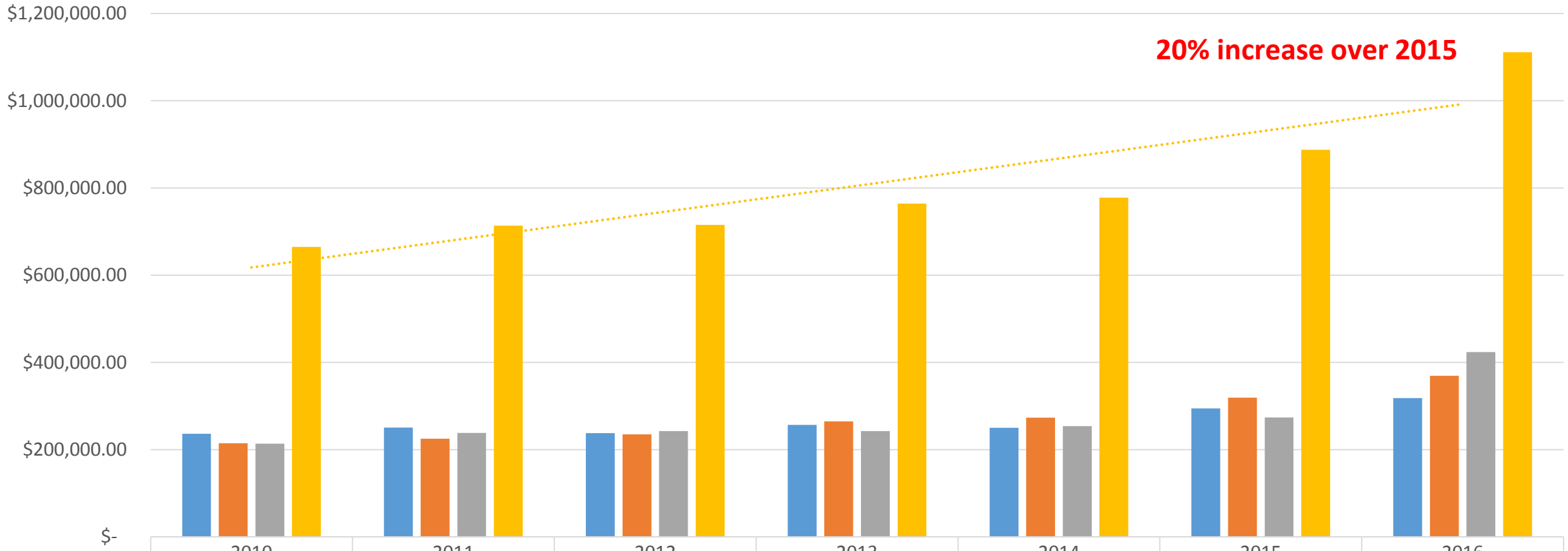
January February March Total Linear (Total)

TOTAL SALES TAX SECOND QUARTER
2010-2016



	2010	2011	2012	2013	2014	2015	2016
April	$202,540.00	$192,557.00	$197,547.00	$244,310.23	$244,461.29	$273,468.78	$319,208.00
May	$206,346.00	$203,014.00	$213,850.00	$200,239.46	$224,589.56	$249,135.93	$283,974.00
June	$230,674.00	$241,338.00	$246,066.00	$256,025.56	$236,309.83	$260,694.16	$271,613.33
Total	$408,886.00	$395,571.00	$411,397.00	$444,549.69	$469,050.85	$522,604.71	$603,182.00

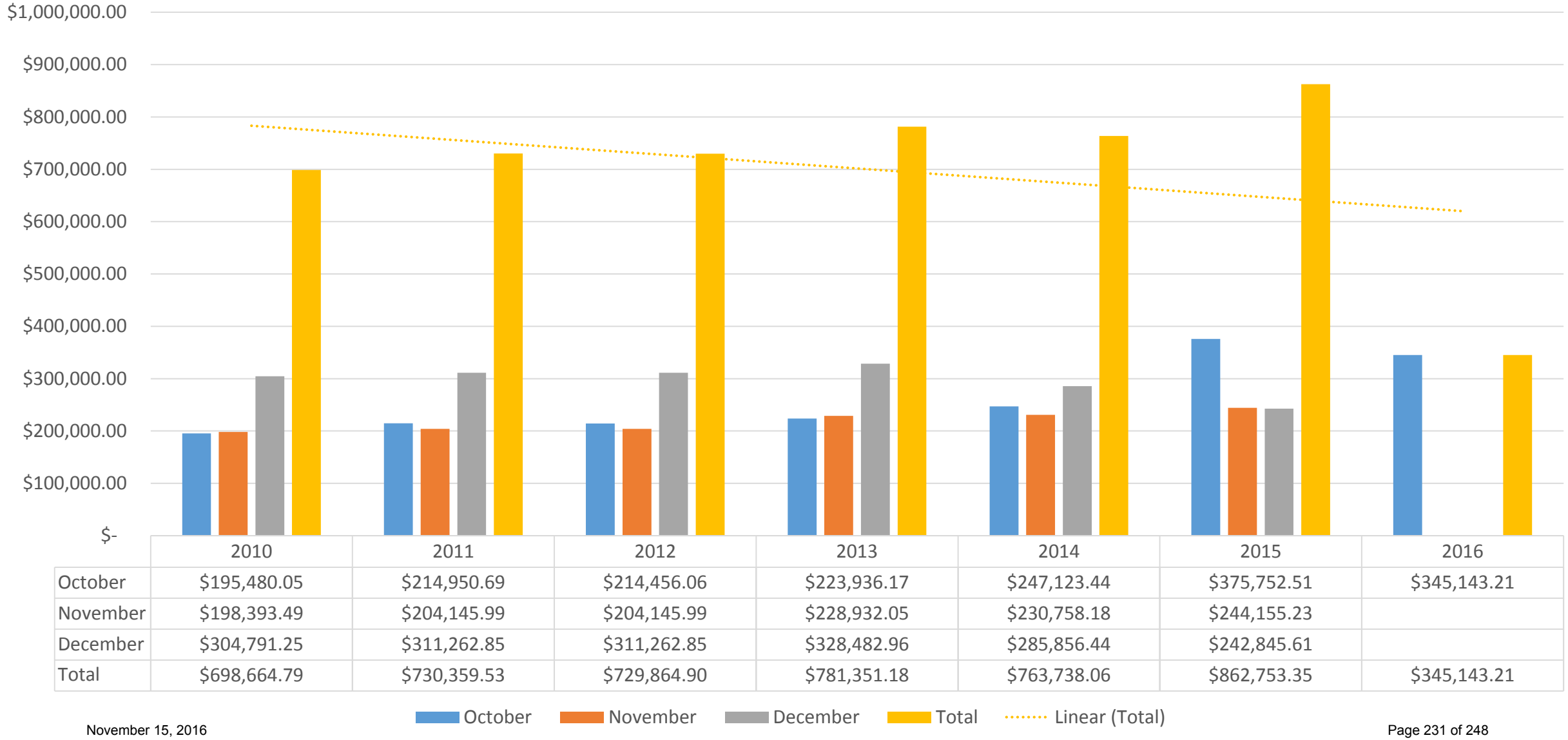
TOTAL SALES TAX THIRD QUARTER
2010-2016



	2010	2011	2012	2013	2014	2015	2016
July	$236,300.00	$250,678.00	$237,972.00	$256,725.00	$250,314.00	$294,378.00	$318,132.00
August	$214,654.00	$224,857.00	$234,977.00	$264,787.26	$273,387.21	$319,145.22	$369,353.33
September	$213,929.00	$238,140.00	$242,722.00	$242,628.59	$254,017.17	$273,877.60	$423,896.23
Total	$664,883.00	$713,675.00	$715,671.00	$764,140.85	$777,718.38	$887,400.82	$1,111,381.56

July August September Total Linear (Total)

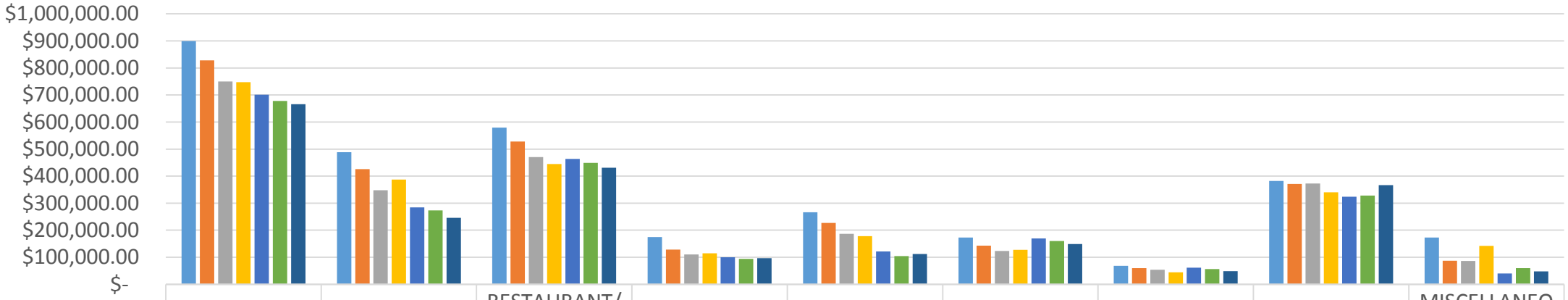
TOTAL SALES TAX FOURTH QUARTER
2010-2016



	2010	2011	2012	2013	2014	2015	2016
October	$195,480.05	$214,950.69	$214,456.06	$223,936.17	$247,123.44	$375,752.51	$345,143.21
November	$198,393.49	$204,145.99	$204,145.99	$228,932.05	$230,758.18	$244,155.23	
December	$304,791.25	$311,262.85	$311,262.85	$328,482.96	$285,856.44	$242,845.61	
Total	$698,664.79	$730,359.53	$729,864.90	$781,351.18	$763,738.06	$862,753.35	$345,143.21

SALES TAX BY TYPE 2010-2016

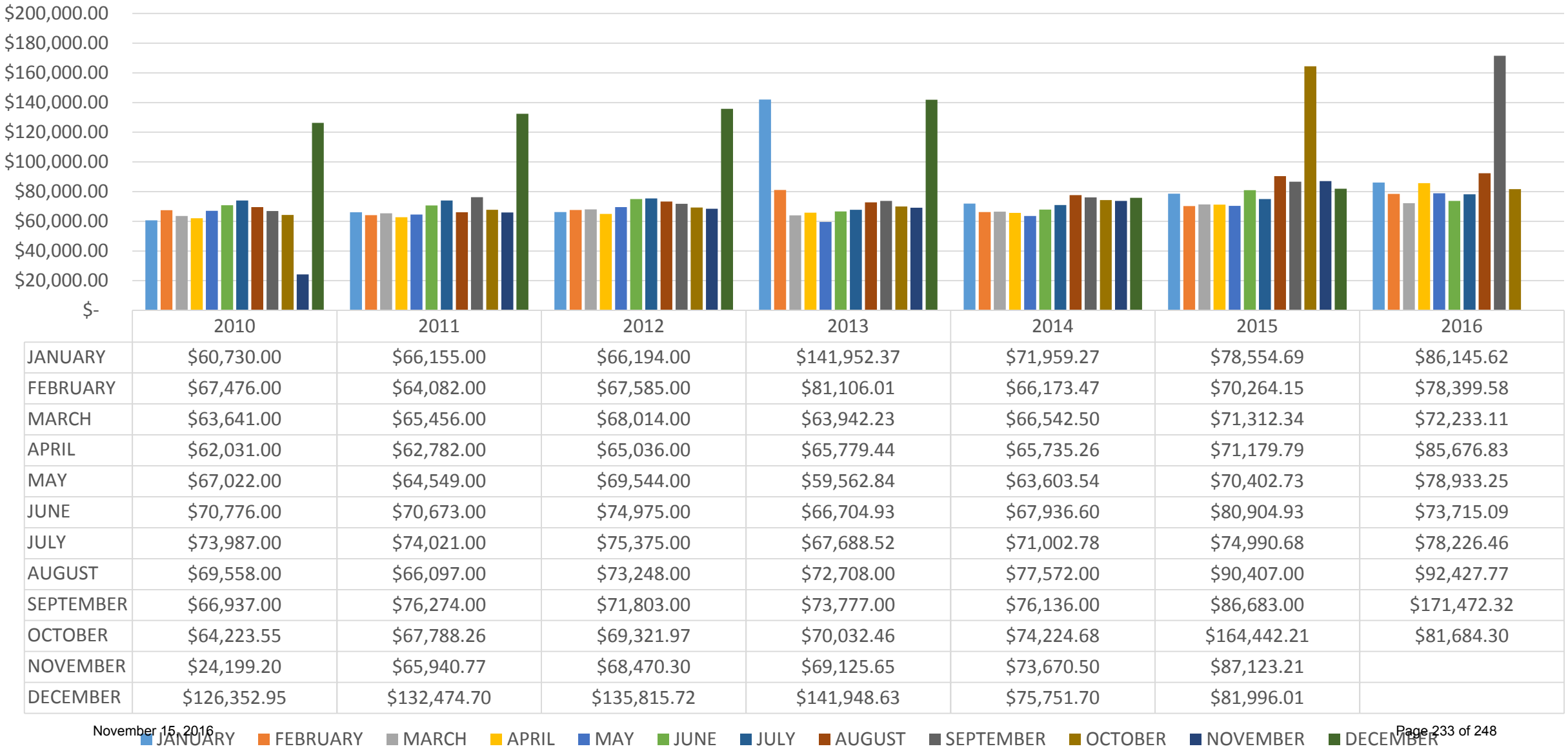
(through October 31)



	FOOD	RETAIL	RESTAURANT/ BAR	LIQUOR STORE	LODGING	BUILDING	AUTOMOTIVE	UTILITY	MISCELLANEOUS
2016	$898,914.33	$488,807.39	$579,164.50	$174,396.61	$266,341.50	$172,642.00	$68,414.88	$382,522.88	$172,731.31
2015	$828,029.29	$425,976.44	$527,876.24	$128,594.80	$226,550.57	$143,312.70	$60,009.50	$370,853.59	$86,756.23
2014	$750,095.80	$347,445.86	$470,178.51	$110,442.83	$186,880.45	$122,820.26	$53,501.95	$372,601.32	$86,281.25
2013	$747,570.48	$387,491.51	$444,440.94	$114,988.00	$177,834.14	$127,664.87	$43,899.34	$339,767.12	$142,017.45
2012	$701,518.52	$284,613.47	$463,545.14	$100,388.19	$121,521.23	$169,291.14	$61,049.00	$323,591.94	$40,365.22
2011	$678,357.90	$272,818.63	$448,907.16	$94,418.72	$104,095.63	$160,395.49	$56,676.28	$328,023.59	$60,021.78
2010	$666,381.14	$246,051.85	$431,212.16	$96,770.15	$112,212.00	$149,075.39	$48,198.86	$366,959.86	$47,800.70

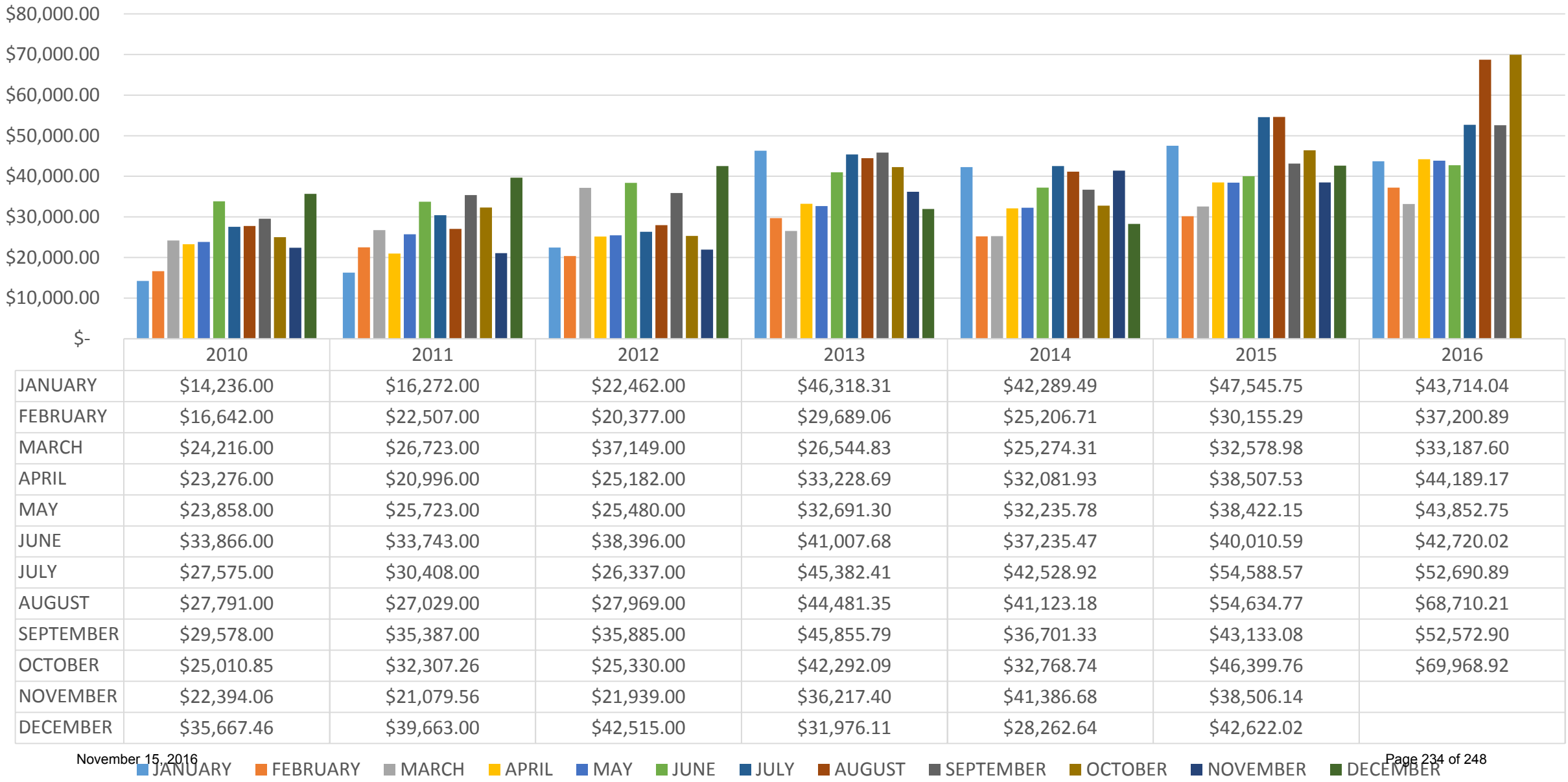
2016 2015 2014 2013 2012 2011 2010

FOOD MONTHLY COLLECTIONS
2010-2016



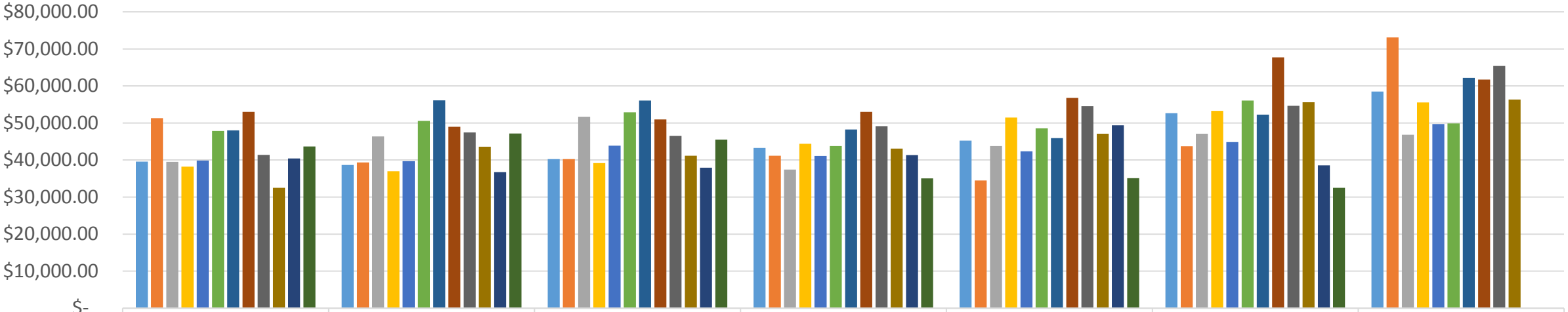
	2010	2011	2012	2013	2014	2015	2016
JANUARY	$60,730.00	$66,155.00	$66,194.00	$141,952.37	$71,959.27	$78,554.69	$86,145.62
FEBRUARY	$67,476.00	$64,082.00	$67,585.00	$81,106.01	$66,173.47	$70,264.15	$78,399.58
MARCH	$63,641.00	$65,456.00	$68,014.00	$63,942.23	$66,542.50	$71,312.34	$72,233.11
APRIL	$62,031.00	$62,782.00	$65,036.00	$65,779.44	$65,735.26	$71,179.79	$85,676.83
MAY	$67,022.00	$64,549.00	$69,544.00	$59,562.84	$63,603.54	$70,402.73	$78,933.25
JUNE	$70,776.00	$70,673.00	$74,975.00	$66,704.93	$67,936.60	$80,904.93	$73,715.09
JULY	$73,987.00	$74,021.00	$75,375.00	$67,688.52	$71,002.78	$74,990.68	$78,226.46
AUGUST	$69,558.00	$66,097.00	$73,248.00	$72,708.00	$77,572.00	$90,407.00	$92,427.77
SEPTEMBER	$66,937.00	$76,274.00	$71,803.00	$73,777.00	$76,136.00	$86,683.00	$171,472.32
OCTOBER	$64,223.55	$67,788.26	$69,321.97	$70,032.46	$74,224.68	$164,442.21	$81,684.30
NOVEMBER	$24,199.20	$65,940.77	$68,470.30	$69,125.65	$73,670.50	$87,123.21	
DECEMBER	$126,352.95	$132,474.70	$135,815.72	$141,948.63	$75,751.70	$81,996.01	

RETAIL MONTHLY COLLECTIONS
2010-2016



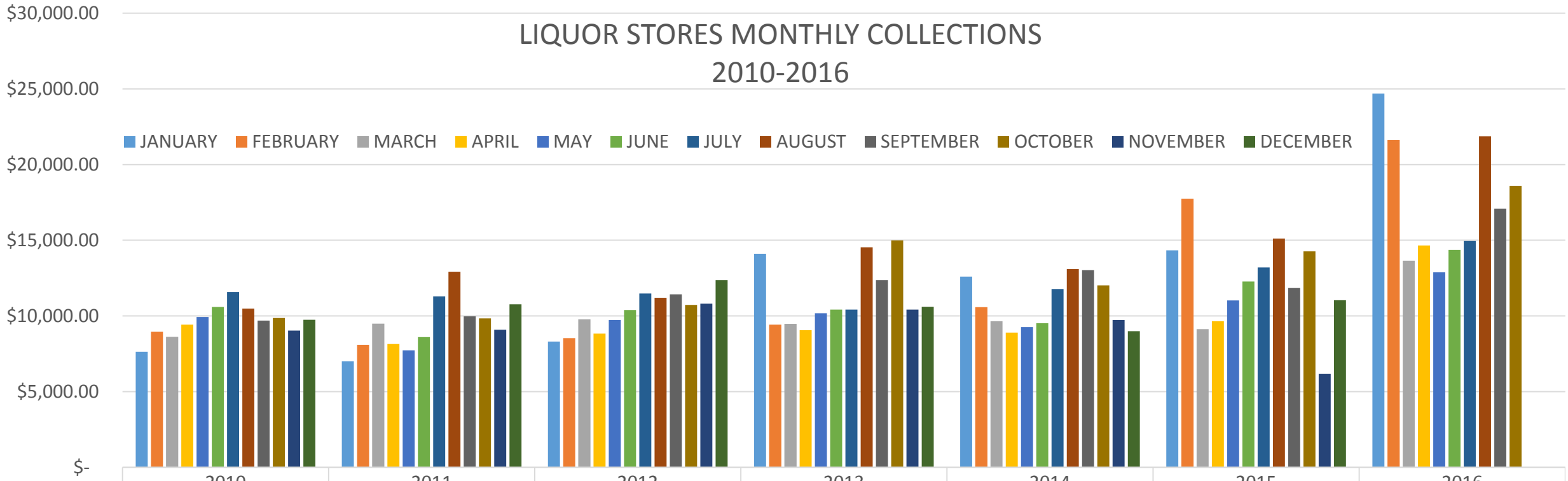
	2010	2011	2012	2013	2014	2015	2016
JANUARY	$14,236.00	$16,272.00	$22,462.00	$46,318.31	$42,289.49	$47,545.75	$43,714.04
FEBRUARY	$16,642.00	$22,507.00	$20,377.00	$29,689.06	$25,206.71	$30,155.29	$37,200.89
MARCH	$24,216.00	$26,723.00	$37,149.00	$26,544.83	$25,274.31	$32,578.98	$33,187.60
APRIL	$23,276.00	$20,996.00	$25,182.00	$33,228.69	$32,081.93	$38,507.53	$44,189.17
MAY	$23,858.00	$25,723.00	$25,480.00	$32,691.30	$32,235.78	$38,422.15	$43,852.75
JUNE	$33,866.00	$33,743.00	$38,396.00	$41,007.68	$37,235.47	$40,010.59	$42,720.02
JULY	$27,575.00	$30,408.00	$26,337.00	$45,382.41	$42,528.92	$54,588.57	$52,690.89
AUGUST	$27,791.00	$27,029.00	$27,969.00	$44,481.35	$41,123.18	$54,634.77	$68,710.21
SEPTEMBER	$29,578.00	$35,387.00	$35,885.00	$45,855.79	$36,701.33	$43,133.08	$52,572.90
OCTOBER	$25,010.85	$32,307.26	$25,330.00	$42,292.09	$32,768.74	$46,399.76	$69,968.92
NOVEMBER	$22,394.06	$21,079.56	$21,939.00	$36,217.40	$41,386.68	$38,506.14	
DECEMBER	$35,667.46	$39,663.00	$42,515.00	$31,976.11	$28,262.64	$42,622.02	

RESTAURANTS & BARS MONTHLY COLLECTIONS
2010-2016



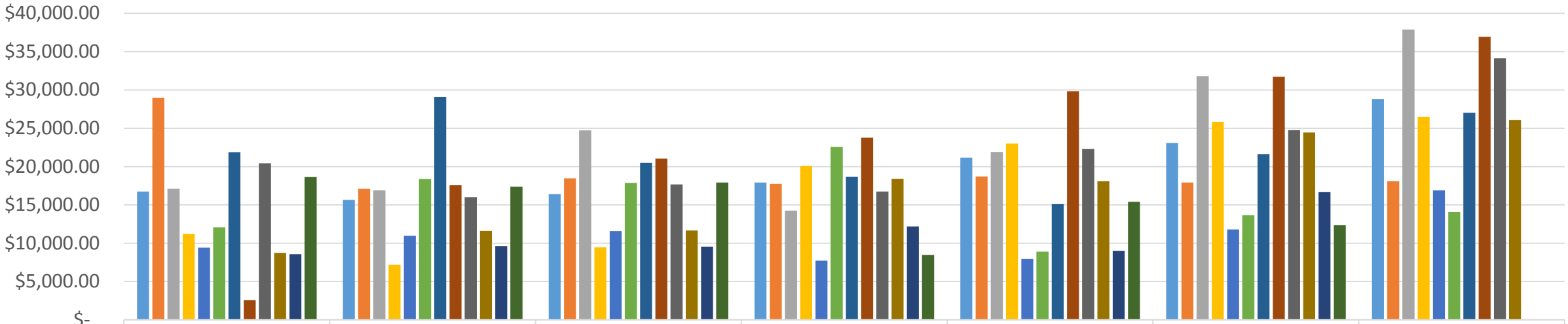
	2010	2011	2012	2013	2014	2015	2016
JANUARY	$39,545.00	$38,666.00	$40,261.00	$43,265.33	$45,215.36	$52,665.27	$58,514.55
FEBRUARY	$51,320.00	$39,355.00	$40,245.00	$41,147.62	$34,479.13	$43,721.00	$73,101.75
MARCH	$39,527.00	$46,371.00	$51,693.00	$37,431.99	$43,740.01	$47,094.92	$46,810.54
APRIL	$38,235.00	$36,956.00	$39,201.00	$44,369.10	$51,487.87	$53,291.00	$55,522.85
MAY	$39,836.00	$39,709.00	$43,858.00	$41,074.99	$42,351.60	$44,855.38	$49,713.58
JUNE	$47,867.00	$50,575.00	$52,868.00	$43,743.33	$48,603.59	$56,035.38	$49,851.92
JULY	$47,999.00	$56,107.00	$56,069.00	$48,235.99	$45,906.51	$52,263.98	$62,187.68
AUGUST	$53,005.00	$48,998.00	$50,977.00	$52,978.59	$56,811.66	$67,738.77	$61,722.92
SEPTEMBER	$41,373.00	$47,460.00	$46,548.00	$49,133.00	$54,497.59	$54,625.73	$65,378.94
OCTOBER	$32,502.00	$43,617.00	$41,132.00	$43,061.00	$47,085.19	$55,584.81	$56,359.77
NOVEMBER	$40,422.00	$36,727.00	$37,929.00	$41,309.00	$49,355.64	$38,529.17	
DECEMBER	$43,666.00	$47,160.00	$45,540.00	$35,035.00	$35,114.26	$32,483.64	

JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER



	2010	2011	2012	2013	2014	2015	2016
JANUARY	$7,635.00	$7,000.00	$8,306.00	$14,110.28	$12,595.00	$14,340.15	$24,694.02
FEBRUARY	$8,947.00	$8,090.00	$8,537.00	$9,423.00	$10,585.00	$17,733.88	$21,628.20
MARCH	$8,614.00	$9,493.00	$9,767.00	$9,477.29	$9,652.00	$9,128.77	$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	$14,535.47	$13,095.52	$15,118.00	$21,868.71
SEPTEMBER	$9,694.00	$9,970.00	$11,426.00	$12,366.52	$13,025.00	$11,843.00	$17,095.00
OCTOBER	$9,866.00	$9,840.00	$10,730.00	$14,989.52	$12,019.57	$14,272.00	$18,591.68
NOVEMBER	$9,038.00	$9,087.00	$10,814.00	$10,413.28	$9,737.00	$6,174.00	
DECEMBER	$9,743.00	$10,765.00	$12,365.00	$10,608.00	$8,992.52	$11,043.00	

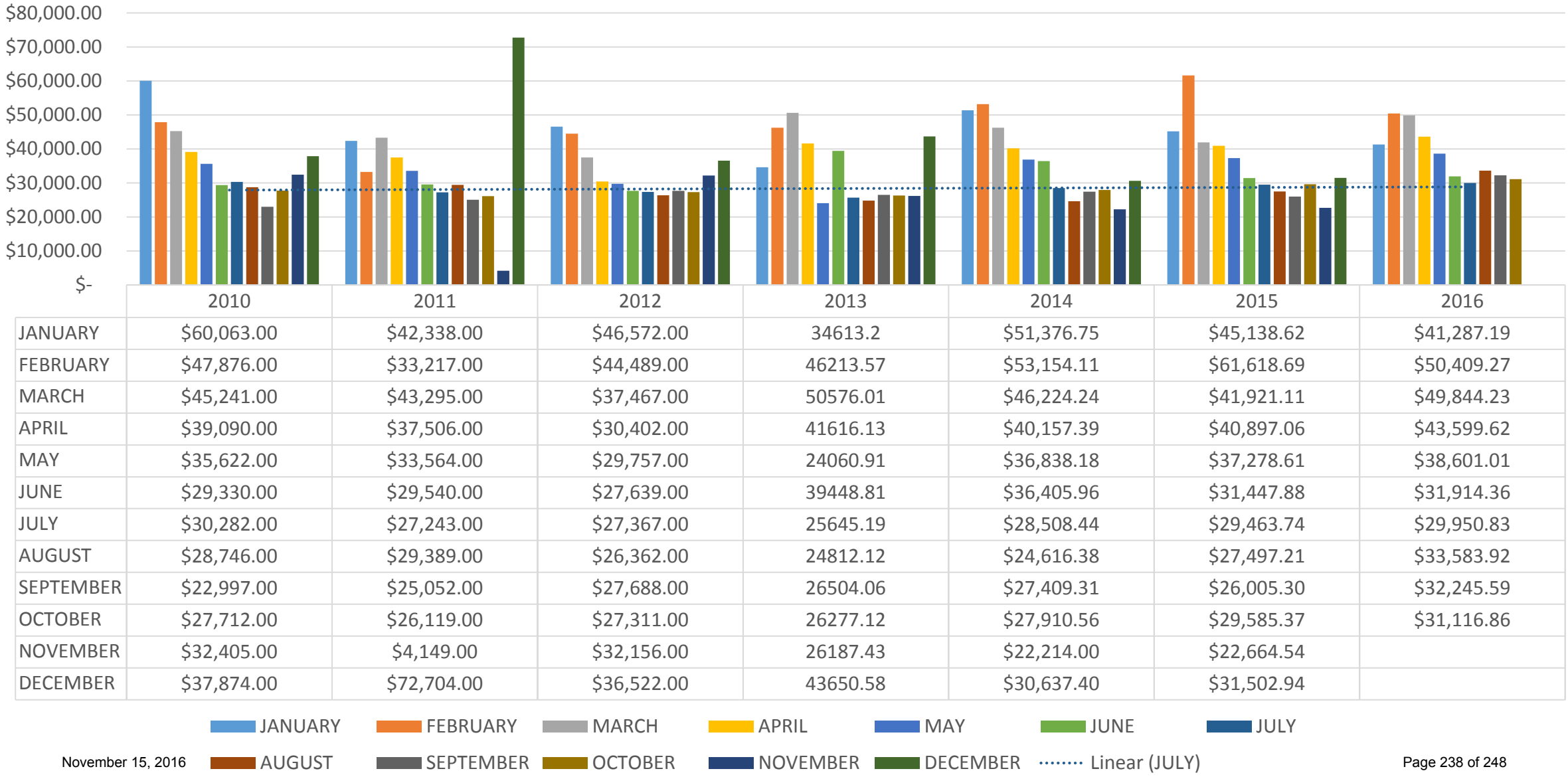
LODGING MONTHLY COLLECTIONS
2010-2016



	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	$11,778.58	$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	$21,628.52	$27,019.00
AUGUST	$2,577.00	$17,555.00	$21,025.00	$23,758.07	$29,813.92	$31,705.39	$36,941.45
SEPTEMBER	$20,425.00	$15,994.00	$17,664.00	$16,725.09	$22,279.67	$24,732.61	$34,109.00
OCTOBER	$8,734.00	$11,596.00	$11,647.00	$18,409.21	$18,069.23	$24,449.47	$26,081.90
NOVEMBER	$8,576.00	$9,617.00	$9,554.00	$12,169.00	$9,002.00	$16,693.00	
DECEMBER	$18,658.00	$17,359.00	$17,923.00	$8,466.47	$15,406.24	$12,326.00	

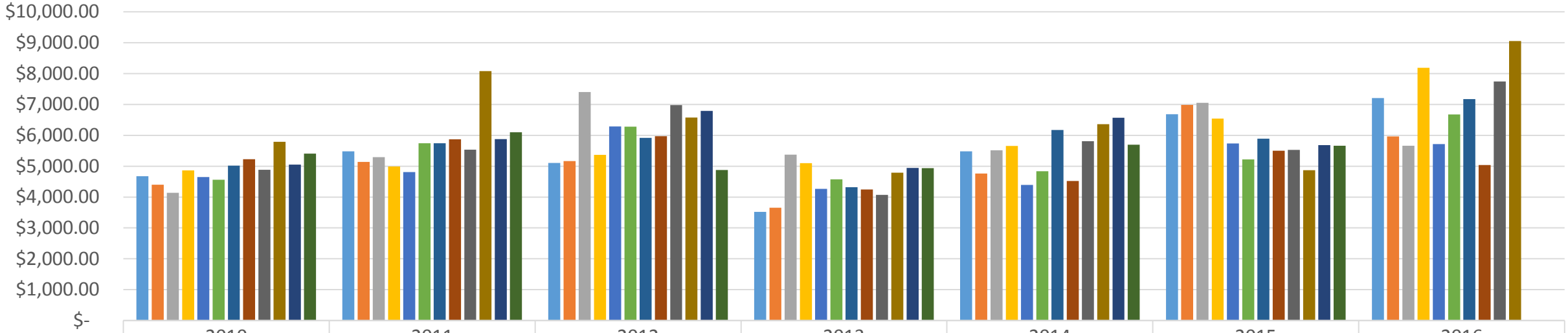
JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER

UTILITIES MONTHLY COLLECTIONS
2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	$60,063.00	$42,338.00	$46,572.00	34613.2	$51,376.75	$45,138.62	$41,287.19
FEBRUARY	$47,876.00	$33,217.00	$44,489.00	46213.57	$53,154.11	$61,618.69	$50,409.27
MARCH	$45,241.00	$43,295.00	$37,467.00	50576.01	$46,224.24	$41,921.11	$49,844.23
APRIL	$39,090.00	$37,506.00	$30,402.00	41616.13	$40,157.39	$40,897.06	$43,599.62
MAY	$35,622.00	$33,564.00	$29,757.00	24060.91	$36,838.18	$37,278.61	$38,601.01
JUNE	$29,330.00	$29,540.00	$27,639.00	39448.81	$36,405.96	$31,447.88	$31,914.36
JULY	$30,282.00	$27,243.00	$27,367.00	25645.19	$28,508.44	$29,463.74	$29,950.83
AUGUST	$28,746.00	$29,389.00	$26,362.00	24812.12	$24,616.38	$27,497.21	$33,583.92
SEPTEMBER	$22,997.00	$25,052.00	$27,688.00	26504.06	$27,409.31	$26,005.30	$32,245.59
OCTOBER	$27,712.00	$26,119.00	$27,311.00	26277.12	$27,910.56	$29,585.37	$31,116.86
NOVEMBER	$32,405.00	$4,149.00	$32,156.00	26187.43	$22,214.00	$22,664.54	
DECEMBER	$37,874.00	$72,704.00	$36,522.00	43650.58	$30,637.40	$31,502.94	

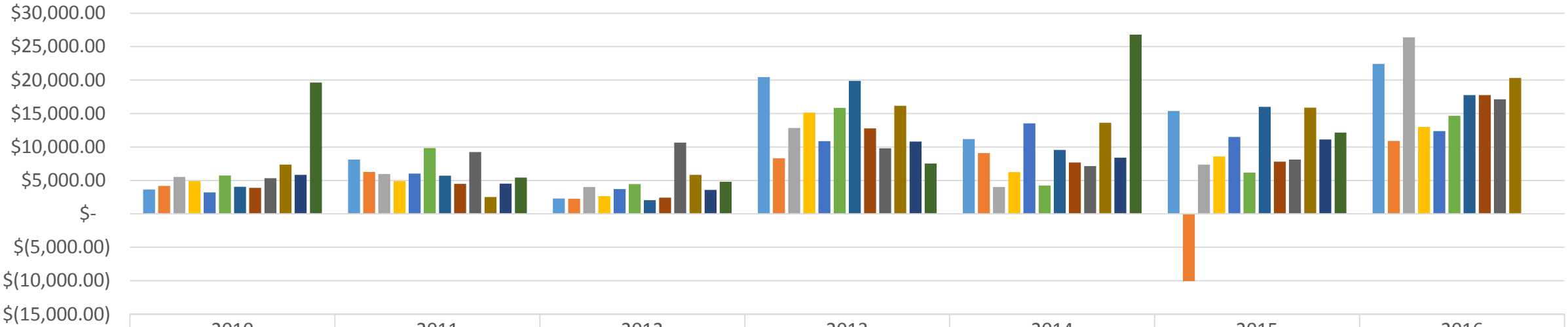
AUTOMOTIVE MONTHLY COLLECTIONS
2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	$4,676.00	$5,478.00	$5,103.00	$3,522.22	$5,483.29	$6,681.51	$7,206.60
FEBRUARY	$4,398.00	$5,136.00	$5,162.00	$3,652.17	$4,760.32	$6,986.09	$5,961.80
MARCH	$4,139.00	$5,292.00	$7,403.00	$5,373.42	$5,514.96	$7,053.58	$5,664.35
APRIL	$4,866.00	$4,992.00	$5,369.00	$5,094.69	$5,656.29	$6,542.47	$8,184.59
MAY	$4,651.00	$4,806.00	$6,287.00	$4,264.50	$4,392.67	$5,734.13	$5,716.54
JUNE	$4,562.00	$5,745.00	$6,278.00	$4,575.88	$4,836.56	$5,216.85	$6,677.93
JULY	$5,018.00	$5,741.00	$5,919.00	$4,315.74	$6,172.94	$5,892.95	$7,170.05
AUGUST	$5,222.00	$5,871.00	$5,971.00	$4,243.04	$4,519.24	$5,499.01	$5,038.09
SEPTEMBER	$4,881.00	$5,534.00	$6,977.00	$4,068.76	$5,806.72	$5,530.22	$7,743.94
OCTOBER	$5,786.00	$8,079.00	$6,578.00	$4,788.92	$6,358.96	$4,872.69	$9,050.99
NOVEMBER	$5,053.00	$5,874.00	$6,789.00	$4,941.89	$6,566.76	$5,683.71	
DECEMBER	$5,407.00	$6,096.00	$4,874.00	$4,934.94	$5,698.26	$5,660.63	

JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER

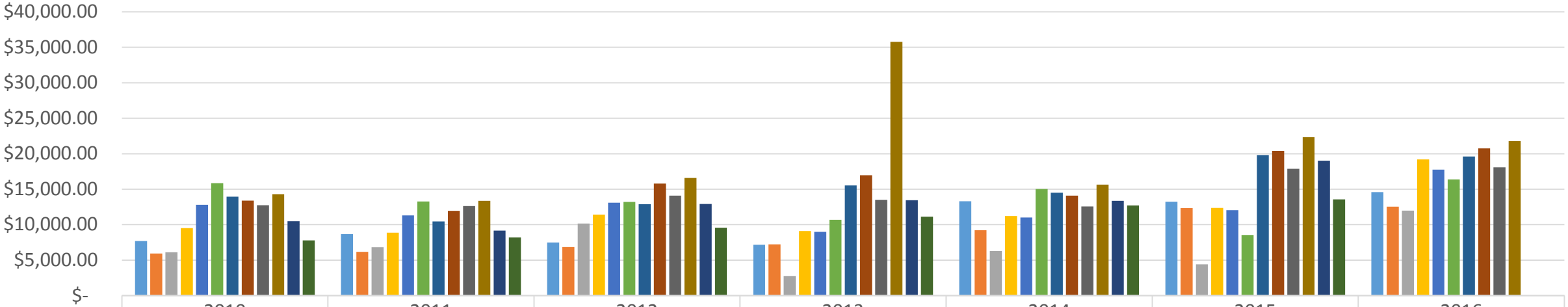
MISCELLANEOUS MONTHLY COLLECTIONS
2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	$3,640.00	$8,131.00	$2,298.00	$20,450.95	$11,177.97	$15,382.87	$22,432.17
FEBRUARY	$4,176.00	$6,266.00	$2,268.00	$8,297.76	$9,095.76	$(10,064.41)	$10,911.81
MARCH	$5,510.00	$5,958.00	$4,021.00	$12,838.48	$4,024.51	$7,378.78	$26,387.59
APRIL	$4,887.00	$4,880.00	$2,642.00	$15,118.59	$6,238.91	$8,586.23	$13,013.29
MAY	$3,218.00	$6,022.00	$3,716.00	$10,863.40	$13,532.52	$11,493.25	$12,365.70
JUNE	$5,754.00	$9,836.00	$4,445.00	$15,839.67	$4,229.46	$6,184.57	$14,641.77
JULY	$4,054.00	$5,693.00	$2,058.00	$19,881.86	$9,561.43	$16,009.32	$17,759.07
AUGUST	$3,883.00	$4,492.00	$2,437.00	$12,765.32	$7,665.22	$7,814.57	$17,746.62
SEPTEMBER	$5,317.00	$9,242.00	$10,644.00	$9,815.13	$7,139.85	$8,102.84	$17,139.73
OCTOBER	$7,359.00	$2,504.00	$5,832.00	$16,146.29	$13,615.62	$15,868.21	$20,333.56
NOVEMBER	$5,837.00	$4,523.00	$3,576.00	$10,802.31	$8,386.49	$11,126.26	
DECEMBER	$19,639.00	$5,427.00	$4,797.00	$7,509.14	$26,804.04	$12,146.16	

JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER

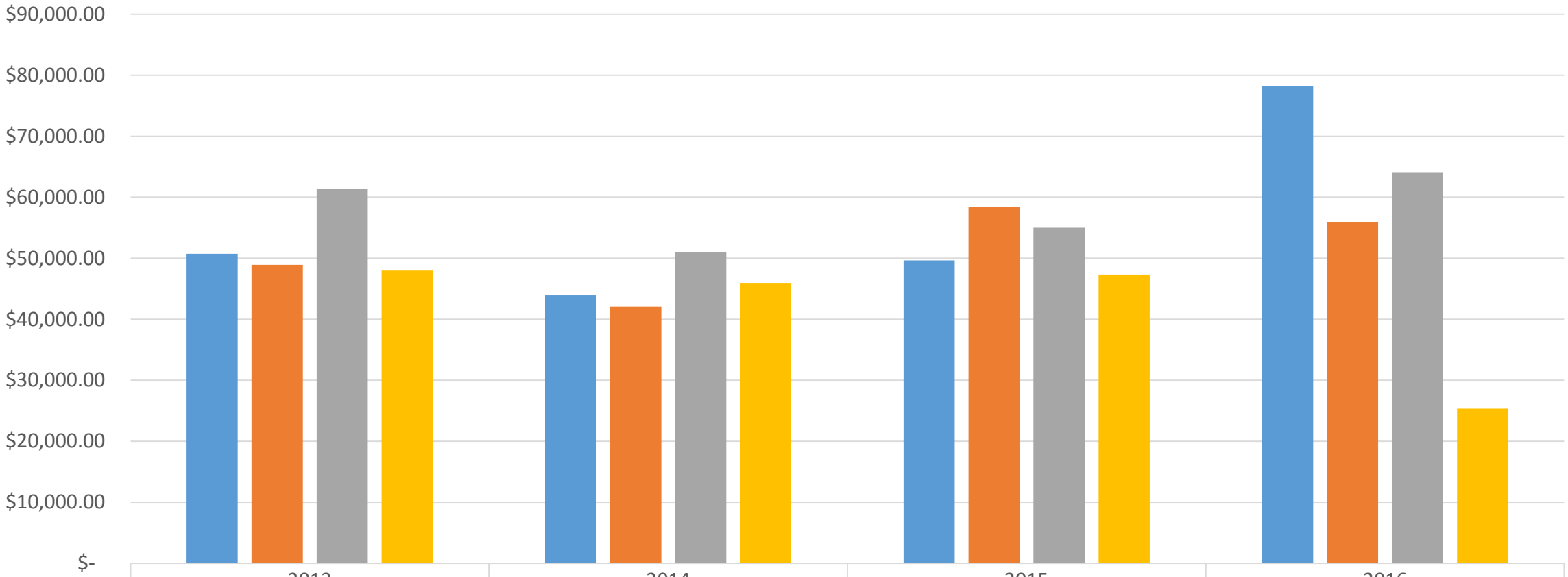
BUILDING/CONSTRUCTION MONTHLY COLLECTIONS
2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	$7,701.00	$8,667.00	$7,496.00	$7,171.30	$13,286.49	$13,251.04	$14,580.92
FEBRUARY	$5,916.00	$6,160.00	$6,828.00	$7,217.81	$9,229.58	$12,318.82	$12,523.86
MARCH	$6,106.00	$6,802.00	$10,145.00	$2,750.03	$6,280.58	$4,415.73	$11,969.13
APRIL	$9,513.00	$8,857.00	$11,420.00	$9,102.07	$11,210.12	$12,354.90	$19,188.57
MAY	$12,783.00	$11,289.00	$13,078.00	$8,970.52	$10,997.76	$12,035.65	$17,754.69
JUNE	$15,852.00	$13,266.00	$13,212.00	$10,676.94	$15,025.78	$8,541.20	$16,380.57
JULY	$13,935.00	$10,457.00	$12,886.00	$15,528.51	$14,507.01	$19,814.99	$19,602.02
AUGUST	$13,391.00	$11,937.00	$15,794.00	$16,968.80	$14,096.54	$20,390.25	$20,762.89
SEPTEMBER	$12,728.00	$12,619.00	$14,086.00	$13,491.12	$12,554.31	$17,861.23	$18,089.91
OCTOBER	$14,286.00	$13,361.00	$16,573.00	$35,787.77	$15,632.09	$22,328.89	$21,789.44
NOVEMBER	$10,468.00	$9,169.00	$12,918.00	$13,441.22	$13,356.28	$19,010.80	
DECEMBER	$7,785.00	$8,197.00	$9,581.00	$11,116.18	$12,706.20	$13,570.73	

JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER

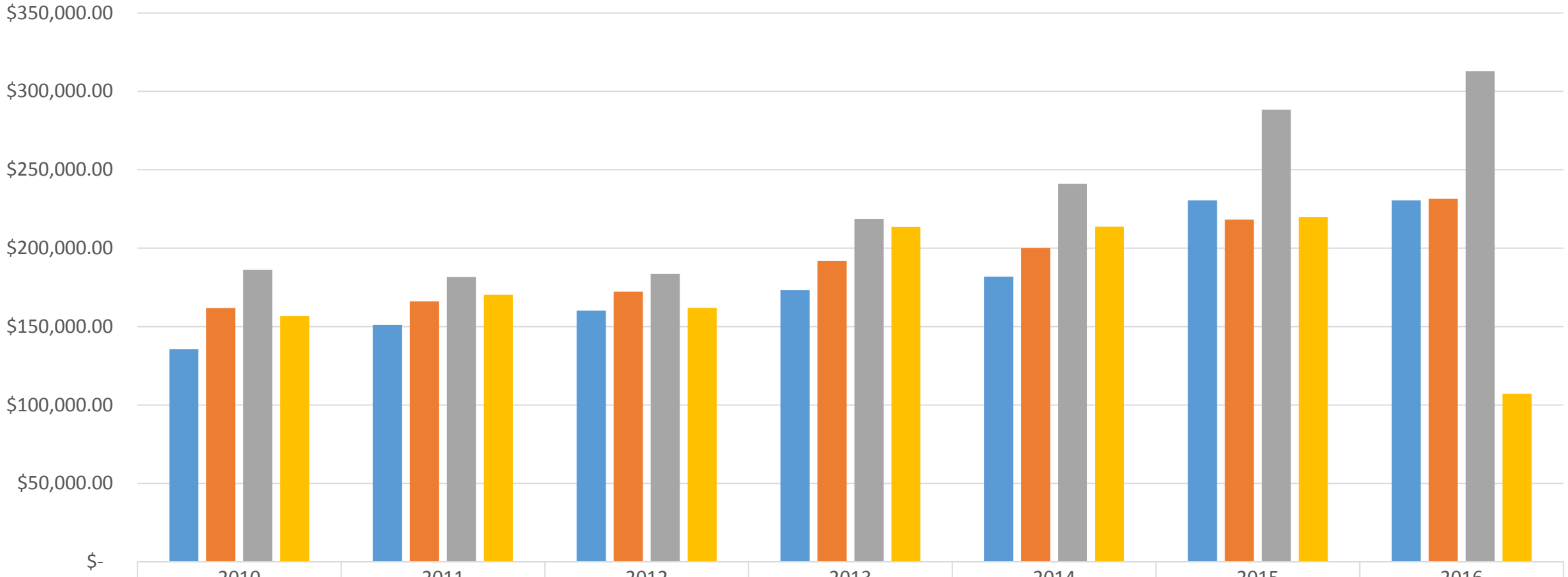
DOWN TOWN DISTRICT QUARTERLY
2010-2016



	2013	2014	2015	2016
FIRST QUARTER	$50,728.90	$43,962.97	$49,645.54	$78,254.29
SECOND QUARTER	$48,931.16	$42,106.92	$58,470.57	$55,960.22
THIRD QUARTER	$61,315.88	$50,935.42	$55,068.05	$64,062.57
FOURTH QUARTER	$47,987.66	$45,862.12	$47,232.45	$25,373.02

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

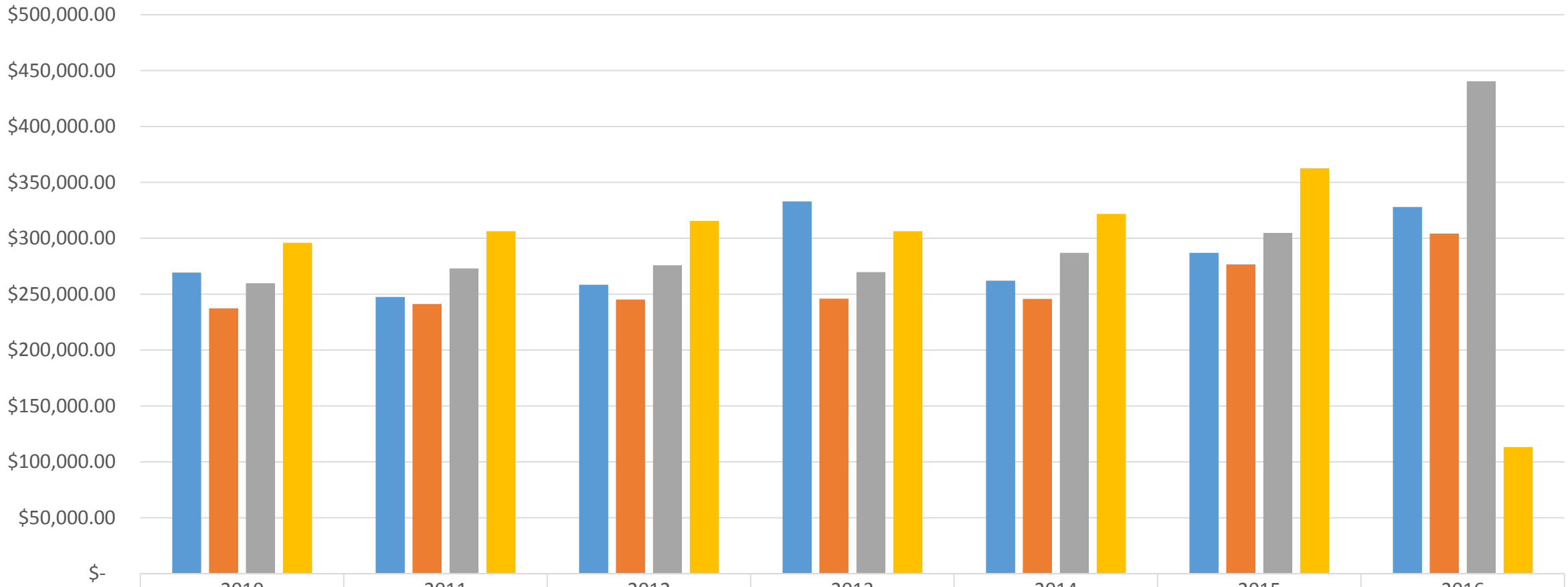
CHAMBERS AVENUE QUARTERLY
2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	$135,487.00	$151,112.00	$160,144.00	$173,350.67	$181,820.14	$230,474.23	$230,498.43
SECOND QUARTER	$161,814.00	$166,097.00	$172,267.00	$191,916.05	$200,061.57	$218,235.35	$231,525.34
THIRD QUARTER	$186,158.00	$181,538.00	$183,595.00	$218,528.38	$240,963.34	$288,264.47	$312,786.11
FOURTH QUARTER	$156,636.00	$170,318.00	$161,953.00	$213,485.96	$213,634.36	$219,729.99	$107,085.11

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

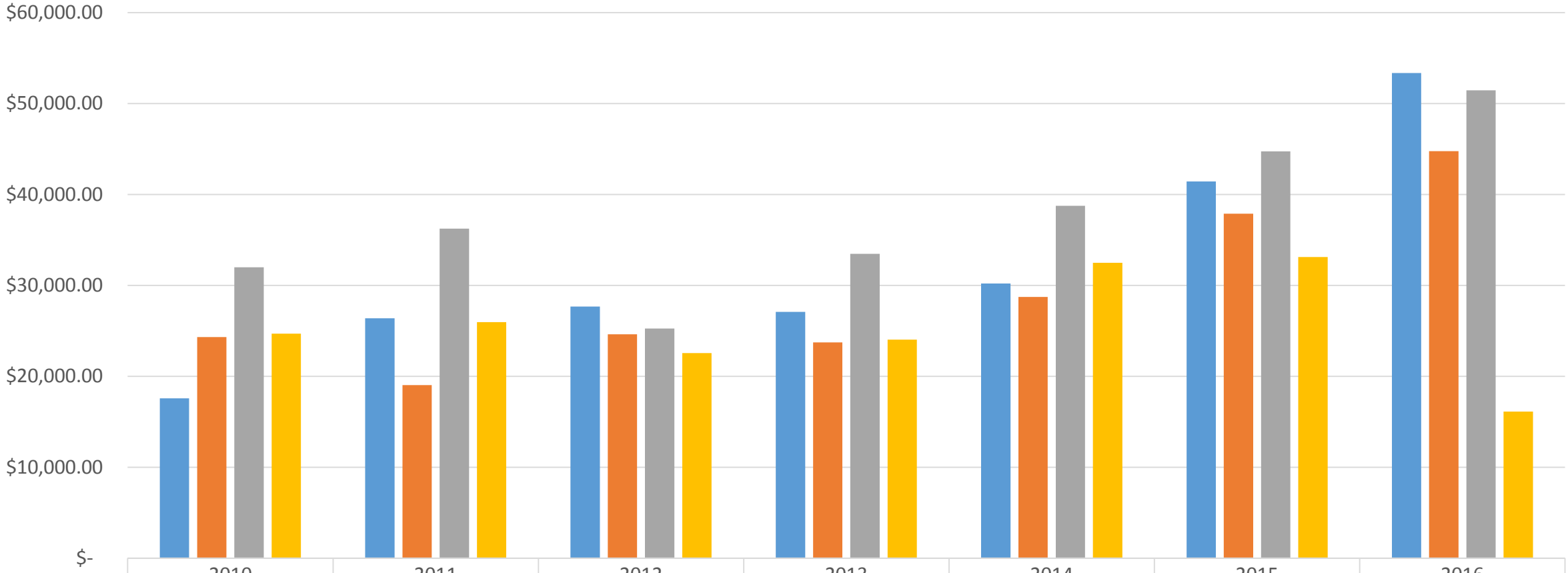
MARKET STREET QUARTERLY
2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	$269,274.00	$247,448.00	$258,475.00	$332,984.94	$262,070.04	$286,920.19	$327,953.89
SECOND QUARTER	$237,313.00	$241,168.00	$245,088.00	$245,963.00	$245,768.41	$276,594.16	$304,103.05
THIRD QUARTER	$259,796.00	$272,957.00	$275,808.00	$269,600.43	$286,927.94	$304,705.29	$440,425.35
FOURTH QUARTER	$295,929.00	$306,287.00	$315,451.00	$306,277.78	$321,863.43	$362,645.18	$113,150.19

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

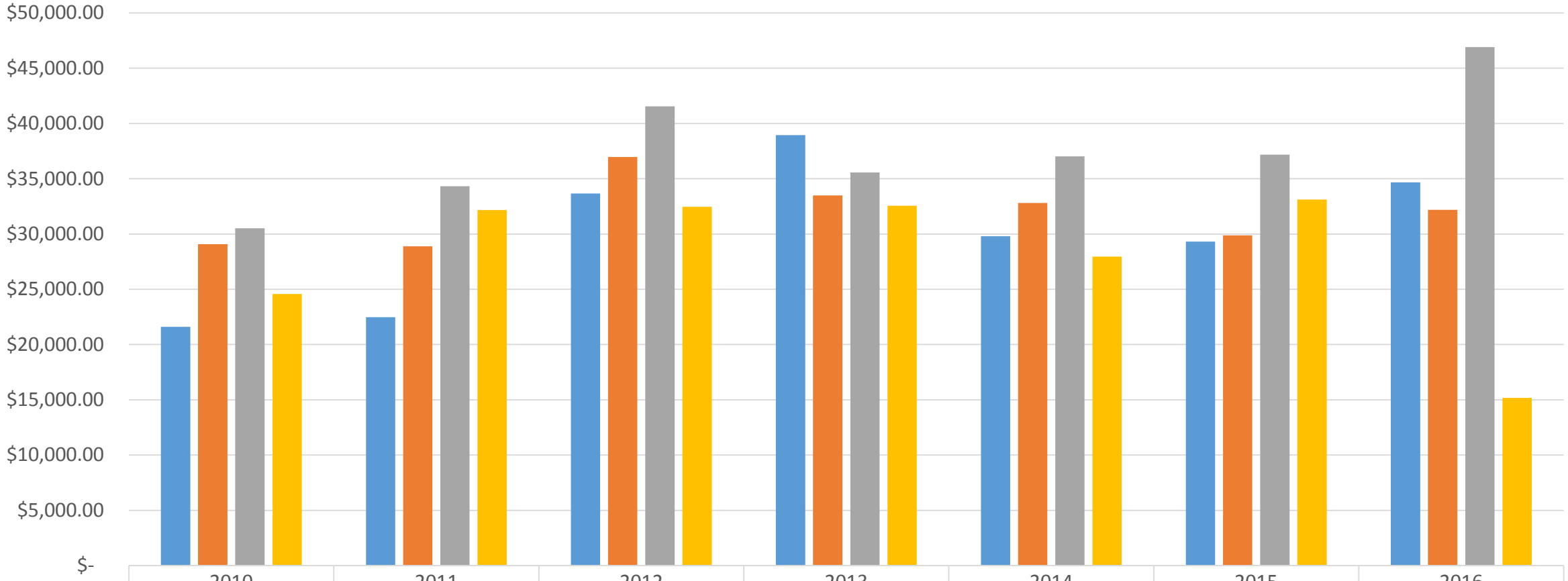
HIGHWAY 6/GRAND AVE. QUARTERLY
2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	$17,581.00	$26,386.00	$27,690.00	$27,102.56	$30,217.66	$41,434.61	$53,359.78
SECOND QUARTER	$24,318.00	$19,042.00	$24,621.00	$23,738.22	$28,734.35	$37,883.63	$44,781.64
THIRD QUARTER	$31,993.00	$36,246.00	$25,271.00	$33,480.91	$38,758.22	$44,752.97	$51,458.87
FOURTH QUARTER	$24,698.00	$25,973.00	$22,573.00	$24,053.59	$32,505.57	$33,130.00	$16,126.42

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

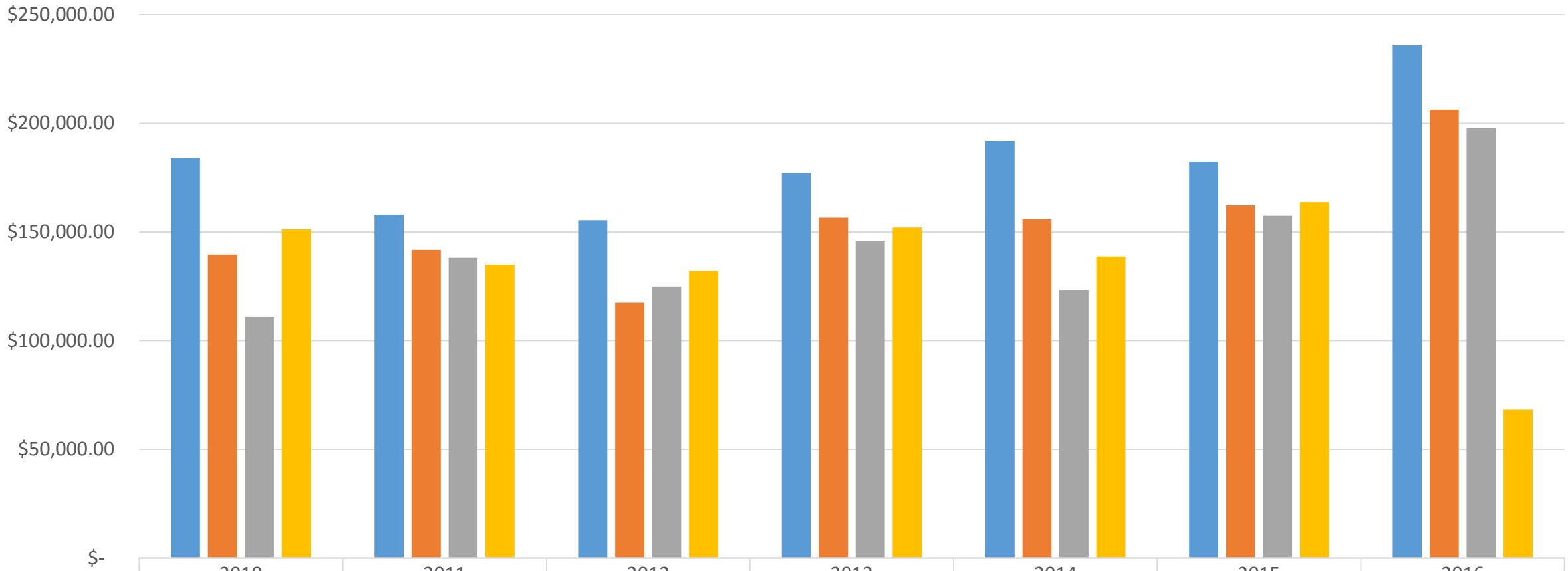
EAGLE RANCH QUARTERLY
2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	$21,610.00	$22,475.00	$33,663.00	$38,946.56	$29,806.40	$29,307.41	$34,679.12
SECOND QUARTER	$29,076.00	$28,883.00	$36,964.00	$33,495.26	$32,802.38	$29,884.32	$32,197.83
THIRD QUARTER	$30,516.00	$34,318.00	$41,549.00	$35,568.25	$37,029.66	$37,179.44	$46,920.48
FOURTH QUARTER	$24,575.00	$32,167.00	$32,460.00	$32,564.01	$27,957.13	$33,117.73	$15,164.99

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	$177,018.98	$191,831.42	$182,339.79	$235,828.64
SECOND QUARTER	$139,648.00	$141,806.00	$117,458.00	$156,531.56	$155,887.05	$162,230.84	$206,226.83
THIRD QUARTER	$110,878.00	$138,151.00	$124,704.00	$145,646.74	$123,104.07	$157,430.79	$197,728.53
FOURTH QUARTER	$151,254.00	$134,927.00	$132,054.00	$152,090.29	$138,753.96	$163,687.75	$68,243.48

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

Amy Lewis, Solicitations Chair
Wild West Day 2016
PO Box 18065
Avon, CO 81620
Fed Tax ID #84-1585417

October 19, 2016

Town of Eagle
PO Box 609
Eagle, CO 81631

Dear Town of Eagle,

Thank you for your generous Wild West Day donation of:

Silver Spur Cash Donation - $500.00

With your help, we raised $160,000. We are tremendously grateful for your support in helping us meet our fundraising goal!

For 26 years, Wild West Day has played a vital role in supporting Eagle County's public elementary schools. The proceeds from this year's event will be used to support classroom resources, art programs, music programs, math curriculum, computers, PE equipment, field trips, enrichment programs and so much more. We could not do it without the generosity of donors like you.

Once again, Wild West Day thanks you for your contribution and for helping us to make a positive impact on the lives of Eagle County students.

Please retain this letter as a receipt for your contribution.

Sincerely,

Amy Lewis
Solicitations Chair, HPS
Wild West Day 2016