



The Town of Eagle

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

Meetings:
2nd and 4th Tuesdays

Town Board of Trustees
Tuesday, January 26, 2016

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

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

6:00 PM – REGULAR MEETING CALLED TO ORDER

PUBLIC COMMENT

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

PRESENTATIONS

1. Eagle County Historical Society Annual Report – Kathy Heicher
2. Vail Valley Trail Connection – John Shipp & Mike Brumbaugh
3. Judge Buck Allen – Animal Control Fines Regarding Habitual Offender (*In reference to Ordinance 2016-06 on tonight's agenda*)
4. S20 - In Stream and River Bank Improvement Design

DISCUSSION, DECISIONS OR DIRECTION REQUESTED

1. Resolution 2016-12 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Providing That The Regular Municipal Election To Be Held April 5, 2016 Shall Be Conducted As A Mail Ballot Election
2. Resolution 2016-13 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Reappointing Jason Cowles And Stephen Richards To The Town Of Eagle Planning And Zoning Commission
3. Ordinance 2016-05 An Ordinance Of The Town Of Eagle, Colorado Amending Section 9.12.090 Of The Eagle Municipal Code Concerning Loitering (*Chief Staufer*)
4. Ordinance 2016-06 An Ordinance Of The Town Of Eagle, Colorado Amending Section 18.12.280 Of The Eagle Municipal Code Concerning Animal Control Habitual Offenders (*Chief Staufer*)

5. License Agreement with Tyler Technologies (*Chief Staufer*)

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

1. Minutes January 12, 2016

EXECUTIVE SESSION Pursuant to C.R.S. §24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators and C.R.S. § 24-6-402(4)(a) to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property. (*Two topics to be discussed.*)

LAND USE

1	Project:	Highway Six Annexation
	File #:	AN15-01
	Applicant:	Town of Eagle
	Location:	Highway Six
	Staff contact	Tom Boni (Town Planner)
		<ul style="list-style-type: none"> a. Resolution 2016 05 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation A To The Town Of Eagle, Colorado. b. Resolution 2016 06 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation B To The Town Of Eagle, Colorado. c. Resolution 2106 07 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation C To The Town Of Eagle, Colorado. d. Resolution 2016 08 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation D To The Town Of Eagle, Colorado. e. Ordinance 2016 01 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation A To The Town Of Eagle, Colorado. f. Ordinance 2016 02 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation B To The Town Of Eagle, Colorado. g. Ordinance 2016 03 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation C To The Town Of Eagle, Colorado. h. Ordinance 2016 04 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation D To The Town Of Eagle, Colorado.
2	Project:	Second Street Suites Hotel
	File #:	DR15-05
	Applicant:	Daniel Ritsch (Wall Street Family Partners, LLC)
	Location:	120 Second Street & 214 Wall Street
	Staff Contact:	Tom Boni (Town Planner)

	Request:	Major Development Plan review of a 23-unit boutique hotel.
		<i>Request continuance to February 23, 2016 – see staff report regarding progress</i>
3	Project:	Second Street Suites Hotel
	File #:	MS15-02
	Applicant:	Daniel Ritsch (Wall Street Family Partners, LLC)
	Location:	120 Second Street & 214 Wall Street
	Staff Contact:	Tom Boni (Town Planner)
	Request:	Minor Subdivision to consolidate two tax lots into one larger lot.
		<i>Request continuance to February 23, 2016 – see staff report regarding progress</i>

<u>DISCUSSION ITEMS</u>	
1.	Ballot Initiative Update – Tom Boni and Matt Farrar
2.	Election Update – Jenny Rakow
3.	Economic Development Advisory Council – Vail Valley Partnership

<u>FUTURE AGENDA ITEMS</u>

<u>ADJOURN</u>

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



Annual Report – 2015

Museum

- A total of 3,996 people visited the museum during the season, an increase of 1,289 over the previous year.
- Using a \$500 grant from Alpine Bank, a new glass cover was created for the mining diorama.
- When the museum closed for the winter, four exhibits were moved to the display cases at the Vail Public Library, which will provide some exposure for the ECHS in the Vail community.

2015 Projects and Activities

- Membership is at an all-time high, with 100 paying members in 2015.
- Published *The Story of Fulford* book by Richard Perske.
- Partnered with the Eagle Valley Library District on presenting the Nimon-Walker Award honoring author Richard Perske.
- Hosted a “Fulford Night at the Museum” fund-raising event, raising \$3,000.
- The ECHS served as parade marshals for the Eagle Flight Days parade, creating a prize-winning float that featured a Conestoga covered wagon.
- Continued work on the “Honoring Historic Eagle” interpretive sign project, adding eight additional signs. This project is near completion.
- Continued to explore the possibility of creating an addition to the museum.
- Partnered with the “Gardeners on the Go” garden club to bring in Master Gardener Sue Gray for a program on Heritage Gardening, which drew about 35 participants.
- Presented “History Take-Out” programs to 304 elementary school students, a senior citizen group, Sylvan Lake State Park, and a teacher sorority.
- Maximized the revenue from the “Penny-Pinching” machine by moving it to the Eagle County Airport during the winter tourist season.
- Continued to work with the Four Rivers Historical Alliance, a regional group of Historical Societies whose goal is to promote cultural history tourism.
- Hosted a historic hike at Sylvan Lake for the FRHA and interested ECHS members.
- Partnered with Eagle County in offering two history-hiking tours of the Horn Ranch property.
- Individual members volunteered at the Eagle Valley Community Rummage Sale, earning about \$3,000 for the ECHS.
- Assisted Eagle County with research for a history interpretive sign for the Colorado River Ranch School open space parcel.
- Supported citizens seeking to preserve the Hannewald barn in Avon.
- Hosted railroad historian Pat Thrasher for a program in Avon at the 2015 annual meeting.
- Volunteers began work on creating a movable “Mount of the Holy Cross Display,” funded by a \$500 grant from the Slifer, Smith and Frampton Foundation.
- Continued to work on improvements on the ECHS website, including creating an option for people to pay for memberships and books with a credit card.
- Hosted a robust “Facebook” page with 758 “likes.”



VVTC

VAIL VALLEY TRAIL CONNECTION

2016

FOUNDING MEMBER UPDATE

WHY WE'RE HERE

- VVTC MISSION & PURPOSE
- REVIEW 2015 ACCOMPLISHMENTS
- PLAN FOR 2016
- YOUR ROLE WITH VVTC



Mission

To become world-renowned for our soft trail network that enables people of all physical capabilities to enjoy the outdoors.

FOUNDING MEMBERS

COMMUNITIES:

EAGLE COUNTY

TOWN OF VAIL

TOWN OF AVON

EAGLEVAIL

TOWN OF EAGLE

TOWN OF GYPSUM

PRIVATE SECTOR:

EAST WEST RESORTS

ROADHOUSE HOSPITALITY

ACCESS REAL ESTATE

SSF REAL ESTATE

SONNENALP HOTEL

ELEVATION RESORT MGMT

NON-PROFITS:

HARDSCRABBLE TRAILS COALITION

VAIL VALLEY MOUNTAIN BIKE ASSOCIATION

VAIL VALLEY PARTNERSHIP

ROCKY MOUNTAIN SPORT RIDERS

THREE DELIVERABLES (Q4 2014-PRESENT):

GRANT WRITING:

- \$24,000 NATIONAL FOREST FOUNDATION GRANT FOR ENDO ALLEY, EDWARDS
- PARTNERSHIP WITH USFS AND VVMBA
- NFF BLOG AND REPORTING

EAGLE COUNTY TRAILS MASTERPLAN:

- COMPILED ALL EXISTING DOCUMENTATION AND COMBINED INFORMATION (WEB)
- USED FOR PLANNING WITH PARTNER AGENCIES AND PUBLIC PROCESS

IMBA RIDE CENTER DESIGNATION:

- 2016 APPLICATION
- CONSULTED WITH IMBA STAFF AND REPRESENTATIVES

BOARD + ORGANIZATION FORMATION:

- 501(C)6 ORGANIZATION
- "IN-TANDEM" PARTICIPATION WITH PARTNER NON-PROFITS ORGANIZATIONS
- NAMED AND FORMED ORGANIZATION
- CREATED LOGO
- ASSEMBLED BOARD OF DIRECTORS
- CONTINUE TO HOLD OPEN ATTENDANCE MEETINGS AND BOARD OF DIRECTOR MEETINGS

BOARD OF DIRECTORS:

- RICH CARROLL, PRESIDENT
- MATT THOMPSON, VICE-PRESIDENT
- YURI KOSTICK, SECRETARY
- PAMELA DAVIS, TREASURER
- BOARD MEMBERS:
- CHARLIE SHERWOOD
- MIKE BRUMBAUGH
- JOHN SHIPP
- MIKE BEACH
- JAMIE MALIN
- SCOTT PRINCE
- AMY CASSIDY
- JILL RYAN, COUNTY REPRESENTATIVE (NON-MEMBER)

FUNDING AND FINANCIAL POSITION:

2014 FUNDING GOAL:

- \$96,000

2015 FUNDS:

- \$56,000

2015 FUNDING PARTNERS:

- TOWN OF VAIL
- TOWN OF AVON
- TOWN OF EAGLE
- TOWN OF GYPSUM
- EAGLE-VAIL
- EAGLE COUNTY
- HARDSCRABBLE TRAILS COALITION
- VAIL VALLEY MOUNTAIN BIKE ASSOCIATION
- VAIL VALLEY PARTNERSHIP
- EAST WEST PROPERTIES
- ROADHOUSE HOSPITALITY
- ACCESS REAL ESTATE
- SLIFER SMITH & FRAMPTON REAL ESTATE
- SONNENALP HOTEL
- ELEVATION RESORT MANAGEMENT



PROJECT UPDATE (Q4 2014-PRESENT):

MARKETING AND PR:

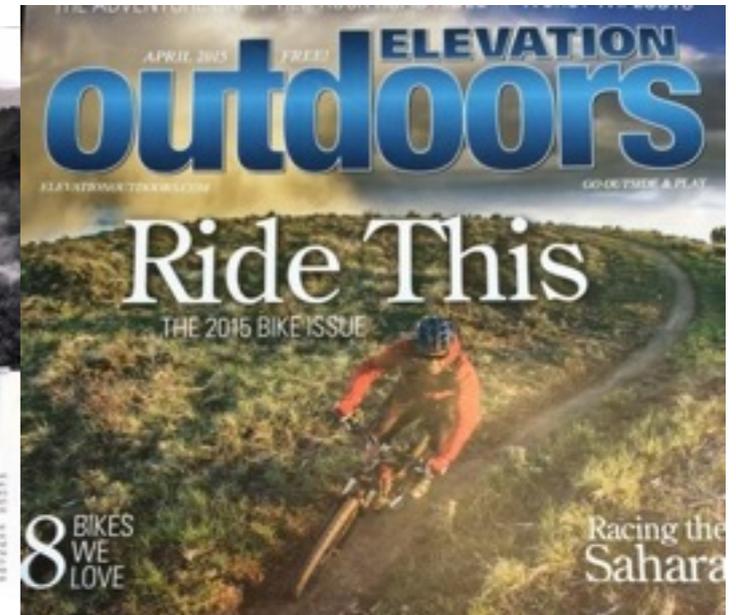
- LOGO AND PRESS RELEASES
- VVP RADIO SHOW, EMAIL BLAST
- FACES OF THE VAIL VALLEY - VISIT VAIL VALLEY OFFICIAL VISITOR'S GUIDE
- NATIONAL AND REGIONAL PUBLIC SPEAKING
 - OEDIT MEETINGS
 - CO BICYCLE SUMMIT
 - NATIONAL BICYCLE TOURISM CONFERENCE
 - SIA - THE ASSEMBLY
 - CO STATE SENATE
 - IMBA WORLD SUMMIT
 - INTERNATIONAL TRAIL BUILDERS SUMMIT

PROJECT UPDATE (Q4 2014-PRESENT):

MARKETING AND PR:

- LOCAL, REGIONAL & NATIONAL MEDIA STORIES

- BIKE MAGAZINE
- DIRT RAG
- VAIL DAILY ON THE HILL
- OUTSIDE ONLINE
- ELEVATION OUTDOORS
- 5280 MAGAZINE
- GRINDTV.COM
- BIKERADAR.COM
- 303CYCLING.COM
- VAILREALESTATE.COM
- OUTTHERECOLORADO.COM
- COLORADO SPRINGS GAZETTE



Connecting a Town with Singletrack Sidewalks

What one town's quest to replace pavement with dirt trails means for the rest of the country.

By Melanie Wong Feb 25, 2015

Some towns aim to become more "walkable." One Colorado town has seen the two, school districts be...

9064 SHARES



PROJECT UPDATE (Q4 2014-PRESENT):

COORDINATED SIGN PROJECT:

- EAGLE COUNTY, TOWN OF EAGLE, TOWN OF AVON, TOWN OF VAIL, EAGLE-VAIL
- STANDARDIZED INFORMATION
- INDIVIDUAL COMMUNITY IDENTITY AND BRANDING

ADMINISTRATION:

- SET MEETINGS, AGENDAS
- BILLING, AR, ACCOUNTING



PROJECT UPDATE (Q4 2014-PRESENT):

COORDINATED PROJECT LIST:

- SPEARHEAD THE FORMATION OF PROJECT PRIORITIES
- COLLABORATE WITH PARTNER PUBLIC LAND AGENCIES
- USFS, BLM, EVLT, ETC
- ADVOCATE AND SERVE AS THE "VOICE" FOR THE LOCAL SOFT TRAIL COMMUNITY
- MTB PROJECT
- ONGOING AND CONTINUING EFFORT





VVTC

VAIL VALLEY TRAIL CONNECTION

vailvalleytrailconnection.org

2016 WORK PLAN

- COMPLETE TRAILS MASTER PLAN
- 5-YEAR BUSINESS PLAN
- EVALUATE LONG-TERM FUNDING SOURCE
- IMBA RIDE CENTER APPLICATION
- MID-YEAR UPDATE

YOUR INVOLVEMENT

- APPROVAL OF VVTC'S DIRECTION
 - QUALITY OF LIFE FOR RESIDENTS
 - BUSINESS & ECONOMIC DEVELOPMENT
- RESOURCES TO ASSIST WITH MASTER PLAN
- FACILITIES AND DATABASE FOR OPEN HOUSE
- LETTER OF SUPPORT FOR IMBA RIDE CENTER APPLICATION

PRE CONCEPT DRAWING



S2O Design and Engineering

Scott Shipley, P.E.
318 McConnell Drive
Lyons CO, 80540,
USA
(303) 819-3985

Client:
Town of Eagle

Project Name:
**Eagle River
Park**

Status:
Preliminary Design

Drawing Name:
Alternative 3

Revisions:

Drawing Description:

Drawn By:
Dan Woolley

Checked By:
Scott Shipley

Date:
January 20, 2016

Status:

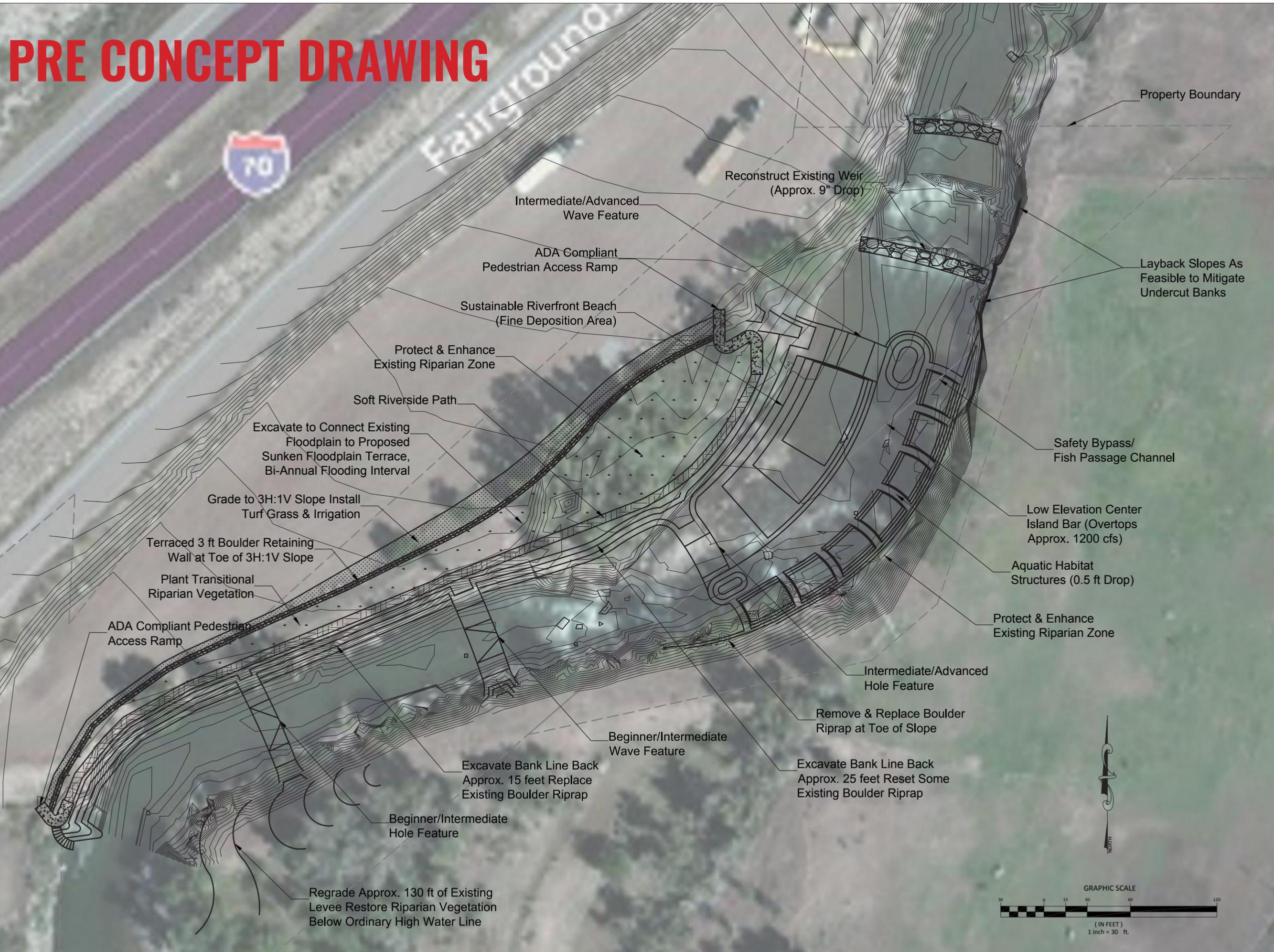
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1"=30'

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C:\USERS\SCOTT_SHIPLEY\DROPBOX\DOCUMENTS\EAGLE_CO\WHITewater PARKIDESIGN\ACTIVE DRAWINGS\DESIGN MAIN_ALT_1.DWG



Project: Eagle River Park				
Issue Date: 1/22/2016				
Developed By: DW				
Eagle River park: Estimated Construction Costs				
Description	Quantity	Unit	Unit Cost	Item Total Cost
Site Setup				
Install & Maintain Best Management Practices	1.0	LS	\$ 5,000.00	\$ 5,000.00
Circulation Paths & Access Steps				
Furnish & Install ADA Access Ramps	10.6	cy	\$ 600.00	\$ 6,388.89
Furnish & Install Class 6 Road Base	87.1	Tons	\$ 35.00	\$ 3,048.50
Furnish & Install Crusher Fine Path	101.5	Tons	\$ 35.00	\$ 3,551.63
Furnish & Install Landscape Fabric	451.0	SY	\$ 6.00	\$ 2,706.00
Furnish & Install Sandstone Steps	14.7	Tons	\$ 300.00	\$ 4,400.00
Excavate & Grade Native Materials	150.3	cy	\$ 22.00	\$ 3,307.33
Unclassified Hauloff	150.3	cy	\$ 20.00	\$ 3,006.67
Floodplain Terracing				
Furnish & Install Boulder (Avg 36" B Axis)	362.9	tons	\$ 100.00	\$ 36,289.69
Furnish & Install Mirafi 180n Filter Fabric	191.7	SY	\$ 8.00	\$ 1,533.33
Excavate & Grade Native Materials	2181.7	cy	\$ 22.00	\$ 47,997.28
Unclassified Hauloff	2181.7	cy	\$ 20.00	\$ 43,633.89
Levee Grading				
Excavate & Grade Native Materials	1111.1	cy	\$ 22.00	\$ 24,444.44
Unclassified Hauloff	1111.1	cy	\$ 20.00	\$ 22,222.22
Cliff Scaling				
Mechanical Scaling of Native Evaporite	1425.9	cy	\$ 125.00	\$ 178,240.74
Unclassified Hauloff	1425.9	cy	\$ 20.00	\$ 28,518.52
Fish Passage/Bypass Channel				
Furnish & Install Boulder (Avg 36" B Axis)	690.6	tons	\$ 100.00	\$ 69,055.59
Furnish & Install Bedding Material	25.5	Tons	\$ 30.00	\$ 765.00
Furnish & Install Mirafi 180n Filter Fabric	133.3	SY	\$ 8.00	\$ 1,066.67
Excavate & Grade Native Materials	390.7	cy	\$ 22.00	\$ 8,595.07
Drop Structure #1 & Channel Improvements				
Operate & Maintain Water Control	1.0	LS	\$ 9,000.00	\$ 9,000.00
Install Equipment Access Ramps & Roads	2.0	EA	\$ 1,500.00	\$ 3,000.00
Reclaim Equipment Access Ramps, Roads, & Staging Areas	2.0	EA	\$ 2,500.00	\$ 5,000.00
Furnish & Install Boulder (Avg 36" B Axis)	1562.8	Tons	\$ 100.00	\$ 156,275.14
Excavate & Grade Native Alluvium	619.0	CY	\$ 22.00	\$ 13,617.59
Furnish & Install Bedding Material	452.5	Tons	\$ 30.00	\$ 13,574.66
Furnish & Install Mirafi 180n Filter Fabric	1127.3	SY	\$ 8.00	\$ 9,018.31
Furnish & Install Concrete Grout, Including Rebar, & Marine Epoxy	60.0	CY	\$ 272.00	\$ 16,330.76
Furnish & Install by Hand Washed Rock Veneer	17.5	Tons	\$ 120.00	\$ 2,099.63
Unclassified Hauloff	619.0	CY	\$ 20.00	\$ 12,379.63
Drop Structure #2 & Channel Improvements				
Operate & Maintain Water Control	1.0	LS	\$ 9,000.00	\$ 9,000.00
Install Equipment Access Ramps & Roads	2.0	EA	\$ 1,500.00	\$ 3,000.00
Reclaim Equipment Access Ramps, Roads, & Staging Areas	2.0	EA	\$ 2,500.00	\$ 5,000.00
Furnish & Install Boulder (Avg 36" B Axis)	958.7	Tons	\$ 100.00	\$ 95,866.66
Excavate & Grade Native Alluvium	414.4	CY	\$ 22.00	\$ 9,115.74
Furnish & Install Bedding Material	260.5	Tons	\$ 30.00	\$ 7,814.58
Furnish & Install Mirafi 180n Filter Fabric	672.2	SY	\$ 8.00	\$ 5,377.52
Furnish & Install Concrete Grout, Including Rebar, & Marine Epoxy	32.0	CY	\$ 272.00	\$ 8,711.61
Furnish & Install by Hand Washed Rock Veneer	8.8	Tons	\$ 120.00	\$ 1,058.84
Unclassified Hauloff	414.4	CY	\$ 20.00	\$ 8,287.04
Drop Structure #3 & Channel Improvements				
Operate & Maintain Water Control	1.0	LS	\$ 9,000.00	\$ 9,000.00
Install Equipment Access Ramps & Roads	2.0	EA	\$ 1,500.00	\$ 3,000.00
Reclaim Equipment Access Ramps, Roads, & Staging Areas	2.0	EA	\$ 2,500.00	\$ 5,000.00
Furnish & Install Boulder (Avg 36" B Axis)	807.7	Tons	\$ 100.00	\$ 80,772.43
Excavate & Grade Native Alluvium	371.4	CY	\$ 22.00	\$ 8,170.56
Furnish & Install Bedding Material	210.3	Tons	\$ 30.00	\$ 6,307.84
Furnish & Install Mirafi 180n Filter Fabric	555.9	SY	\$ 8.00	\$ 4,447.43
Furnish & Install Concrete Grout, Including Rebar, & Marine Epoxy	25.8	CY	\$ 272.00	\$ 7,022.87
Furnish & Install by Hand Washed Rock Veneer	7.2	Tons	\$ 120.00	\$ 858.24
Unclassified Hauloff	371.4	CY	\$ 20.00	\$ 7,427.78
Drop Structure #4 & Channel Improvements				
Operate & Maintain Water Control	1.0	LS	\$ 9,000.00	\$ 9,000.00
Install Equipment Access Ramps & Roads	2.0	EA	\$ 1,500.00	\$ 3,000.00
Reclaim Equipment Access Ramps, Roads, & Staging Areas	2.0	EA	\$ 2,500.00	\$ 5,000.00
Furnish & Install Boulder (Avg 36" B Axis)	817.7	Tons	\$ 100.00	\$ 81,766.25
Excavate & Grade Native Alluvium	394.5	CY	\$ 22.00	\$ 8,678.19
Furnish & Install Bedding Material	213.6	Tons	\$ 30.00	\$ 6,407.05
Furnish & Install Mirafi 180n Filter Fabric	563.6	SY	\$ 8.00	\$ 4,508.67
Furnish & Install Concrete Grout, Including Rebar, & Marine Epoxy	26.3	CY	\$ 272.00	\$ 7,167.11
Furnish & Install by Hand Washed Rock Veneer	6.6	Tons	\$ 120.00	\$ 786.52
Unclassified Hauloff	394.5	CY	\$ 20.00	\$ 7,889.26
Additional Included Items				
Additional Excavator Time as directed by S2o	80	HR	\$ 220.00	\$ 17,600.00
PROJECT SUBTOTAL				\$ 1,171,109.35
Contingency (25%)				\$ 234,221.87
CONSTRUCTION SUBTOTAL				\$ 1,405,331.22
Construction Bonding/Insurance				\$ 42,159.94
Mobilization and Demobilization				\$ 42,159.94
TOTAL PROJECT COST OPINION				\$ 1,489,651.10



The Town of Eagle

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

Meetings:
2nd and 4th Tuesdays

MEMORANDUM

TO: Board of Trustees
FROM: Matt Farrar (Assistant Town Planner)
SUBJECT: Eagle River Park – Physical Scale Modeling
DATE: January 22, 2016

Trustees-

S20 Design is recommending that the town consider physical scale modeling to evaluate the design of the in-stream portion of the Eagle River Park. Please refer to S20's letter that provides an in-depth discussion of the benefits of physical scale modeling.

From Staff's perspective the potential value of a physical scale modeling is having the opportunity to evaluate the in-stream features at different flows to ensure that the features will perform as expected prior to any work in the river. It's Staff's opinion that ensuring quality performance of the in-stream features is important to creating a River Park that stands out amongst other river parks around the country. It is Staff's belief that fine tuning of the features in a scale model would be easier and potentially more cost effective than fine tuning the features once they've been constructed in the river. It seems that it would be more challenging to adjust and evaluate the performance of the in-stream features once constructed.

As explained in S20's letter, there is an additional cost for the physical scale model of \$100,000 and around \$20,000 for related expenses. These additional expenses were not included in the funds budgeted for S20's work in 2016 so there would need to be a supplemental appropriation by the Board to cover these additional expenses.



MEMO

TO: MATT FARRAR, TOWN OF EAGLE
FROM: SCOTT SHIPLEY, S2O
SUBJ: PHYSICAL MODELING

Summary:

The physical modeling process is the gold standard for design of whitewater parks. The process is expensive, but it provides a what-you-see is what-you-get design approach to the Whitewater Park. This approach has several advantages:

- It is much more accurate than computer models.
- It is easily adaptable by simply manually reconfiguring a project. This can be a great tool to work with stakeholders such as kayakers, surfers, or other river users. Don't like the shape of a hydraulic? Simply reconfigure it in the model until you do, then you will get this result in the actual build. This can draw in users and create a collaborative design.
- The risk of the project is significantly reduced. Sometimes parks need to be reconfigured after-the-fact. This tuning can be expensive and can have impacts to usability in the first season. The physical modeling will ensure that the project is usable from day one and, while some users may seek out tuning in later years these efforts will be minimal in comparison to other methods.
- The model can be used to optimize, measure, and document river morphology and habitat data in a manner that will improve river function and will contribute to efficient permitting.

In short, the modeling, though expensive, is an ideal way to develop a collaborative design process that is easier to permit, creates a better whitewater park, and saves money on both maintenance and tuning.

Costs:

About \$100,000 plus about \$20,000 in expenses. This is in comparison to post-tuning a project which, in the case of Avon, CO, cost \$100,000¹ Tuning projects were also required in Salida, Buena Vista, on a boat chute in the Arkansas, and in Durango, amongst others. The money is well spent because it provides a better product at the outset when major changes can be made

¹ (<http://www.vaildaily.com/article/20070905/NEWS/70905013>).



cheaply in the model, rather than trying to adapt an existing and expensive structure in an actual riverbed.

Physical Model for Eagle

Task	Description	Amount	Unit	Cost/Unit	Total
1	Creation and evaluation of the physical model	1	each	\$100,000	\$100,000
2	Engineer 1				
	air	2	flights	\$2,500	\$5,000
	per diem	20	days	\$150	\$3,000
3	Engineer 2				\$0
	air	1	flights	\$2,500	\$2,500
	per diem	10	days	\$150	\$1,500
4	City Staff/Guests				\$0
	air	2	flights	\$2,500	\$5,000
	per diem (combined)	10	days	\$200	\$2,000
5	Phone/Fax ancillary	1	each	\$1,000	1000
				Total:	\$120,000

Methodology:

The methodology is to create a Froude-Scaled hydraulic model in a laboratory² and flow water through this. The Froude scaling is non-linear and therefore extensive calculations and an accurate construction method are required to ensure that the project accurately predicts river function. Once the baseline model is created and calibrated modifications can be made and assessed over the period of the experiment. Typically the designer will optimize the geometry based on their experience and then stakeholders will visit and either approve or further configure the model at that point. Any preliminary geometry created in this manner is then evaluated for flood or habitat impacts and adjusted to meet project requirements.³

Accuracy of Results:

This methodology is the gold standard of whitewater park design. If modeled correctly and if the experiment is run at a scale of 1:22 or larger (1:10, for example), then the whitewater is what-you-see is what-you-get. Examples of other modeling projects that S2o has been involved in are shown below. The following text and images are from the actual tuning report from the London 2012 Whitewater Park. I have changed the text color to show the quotes:

A comparison of results from the model to those in the actual course was used to verify that the model had accurately predicted the characteristics of the completed course. Some of the images taken of the model were compared to images taken of the completed course in order to illustrate how well the model worked. In each of the following figures a picture from the 1:10

² The project will likely be modeled in Prague, Czech Republic requiring a representative and stakeholders to visit the laboratory for evaluation.

³ This step can cause the approved geometry to differ from the stakeholder geometry.

Froude Scaled Model (S. Shipley, A. Laird, 2009) is shown above a similar picture from the actual Olympic Course in operation⁴. In some cases—due to the fact that model pictures can be taken from a much different, and elevated, perspective (remember that people are ten times taller as well)—the pictures are taken from differing angles. In order to point out the similarities to the uninitiated (and for those not familiar with whitewater) similar places have been labeled in the model picture as well as in the completed Olympic course. The claim set forward by S2O/EPDUK (and backed by available research and science) was that the water would scale well using the Froude scale to model the course but that air entrainment, an unimportant model variable, would not. Visual differences in color between the two models are due to this dissimilarity. These pictures verify that the model portrayed all of the key model variables in an accurate manner.



⁴ To clarify for those not familiar with Physical Modeling: The top image in each figure is of a 1:10 scale model made of the course—the water is only ankle deep. The bottom image is from the actual Olympic Course itself where the flows are deep and powerful enough to submerge a grown person and wash them away.

Figure 1. This image compares the top section of the course (Chainages 1:40m) and shows nearly identical flow characteristics.

Figure 1, shown above, shows the distinct similarities between model and Channel in the top section of the course. At point A one can see a green V-wave with a breaking peak in both the model and course. At point B there is a second rounded breaking wave and then a longer period between waves before an identical breaking wave at C (in both the model and channel). At point D a similar thin weak breaking wave is shown in both images illustrating that model's ability to predict even subtle features. The subsequent feature—a flat retentive hole—is shown in the following image comparison:

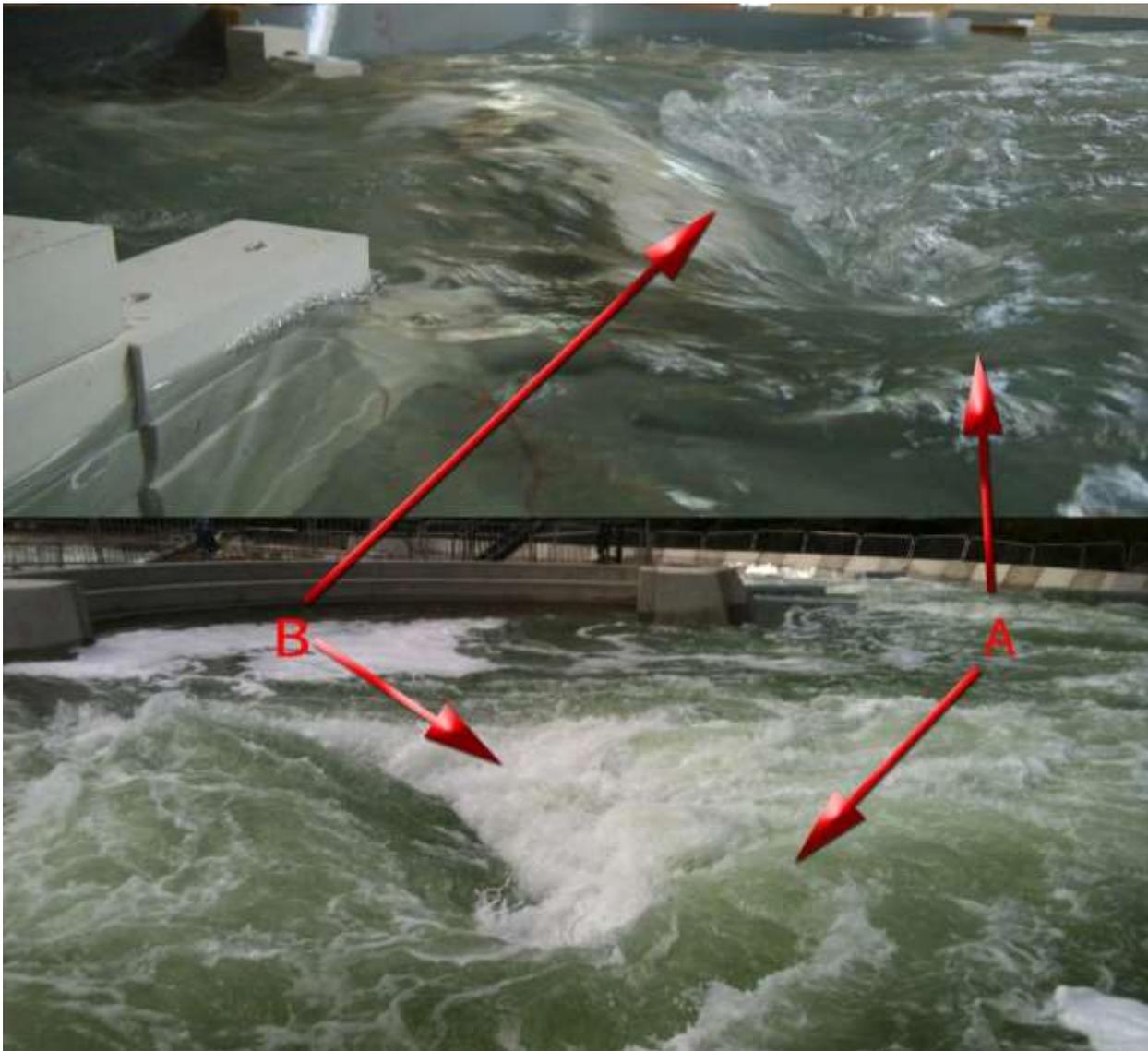


Figure 2. A comparison between the model results and the actual channel at the location of the first stairs.

Figure 2, shown above shows a flat retentive hole located at approximately Chainage 33m. In this image the flattened character of the hydraulic, complete with upturned curls at the corners, is shown at both scales (1:10 and full size). Additionally, a stable boil at the right hand corner of the hole that causes current to curl around the hole and drop to the river left is also shown. A super-elevated eddy was observed in both the model and actual channel (this is a situation in which the river right eddy is at the same chainage but higher elevation than the river left eddy)⁵ The following image shows a comparison at the first step drop:



Figure 3. This Figure shows a comparison between the Froude Scaled Model and the Full sized course at the first step drop.

⁵ The elevation of this superelevation difference was decreased at the request of the ICF.

Figure 3, shown above, also highlights the accuracy of the physical model. This image shows the angled shooting hole at A, the pinch and V wave at B, and a similar depth and overtopping of obstacles at C. D shows a river right eddyline with similar drop shoulders feeding a nearly identical V wave. The secondary wave, at the bottom right of each image, is also reflected accurately. One interesting subtlety is the half-wave that begins to form just as the water falls over the step drop and that is shown in both the model and actual course.



Figure 4. Shown above, shows similarities between the model and the full sized course in the middle section of the course leading up to the second step drop.

**RESOLUTION NO. 12
(Series of 2016)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO PROVIDING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD
APRIL 5, 2016 SHALL BE CONDUCTED AS A MAIL BALLOT ELECTION**

WHEREAS, Sections 31-10-907, C.R.S. through 31-10-913, C.R.S., contained in the Colorado Municipal Election Code provide for municipal mail ballots elections; and

WHEREAS, Section 31-10-908, C.R.S. provides that the governing body of the municipality may determine that an election is to be conducted by mail ballot; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado finds and determines that a municipal mail ballot election is appropriate because state elections are now conducted using mail ballots, voters are becoming accustomed to voting by mail, and a mail ballot election is likely to increase voter participation.

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

Section 1. Pursuant to the authority granted in Section 31-10-908, C.R.S., the Board of Trustees of the Town of Eagle hereby determines that the regular municipal election to be held on April 5, 2016 shall be conducted by mail ballot.

Section 2. The Town of Eagle Clerk shall supervise the distributing, handling, counting of ballots, and the survey of returns and shall take all steps necessary to protect the confidentiality of the ballots cast and the integrity of the election.

Section 3. The April 5, 2016 mail ballot election shall be conducted pursuant to the Colorado Municipal Election Code, Article 10 of Title 31, C.R.S.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**RESOLUTION NO. 13
(Series of 2016)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO, REAPPOINTING JASON COWLES AND STEPHEN RICHARDS TO THE
TOWN OF EAGLE PLANNING AND ZONING COMMISSION**

WHEREAS, Jason Cowles and Stephen Richards current terms as Town of Eagle Planning and Zoning Commission Members expire as of February 28, 2016; and

WHEREAS, Subsection (D) of Section 2.24.020 of the Eagle Municipal Code provides that the Board of Trustees shall appoint members for four years or until his or her success takes office; and

WHEREAS, Jason Cowles and Stephen Richards have indicated their desire to continue to serve as Planning and Zoning Commission Members for a four year term.

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

Section 1. That Jason Cowles and Stephen Richards are hereby appointed to the Town of Eagle Planning and Zoning Commission to each fill a four year the term, which shall expire on February 28, 2020.

INTRODUCED, READ, PASSED, AND ADOPTED a t a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on January 26, 2016.

TOWN OF EAGLE, COLORADO

Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

ORDINANCE NO. 05
(Series 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO AMENDING SECTION
9.12.090 OF THE EAGLE MUNICIPAL CODE CONCERNING LOITERING

WHEREAS, On June 18, 2015 the United States Supreme Court issued its decision in the case of *Reed v. Town of Gilbert, Arizona*, 135 S.Ct. 2218 (2015); and

WHEREAS, in *Reed v. Town of Gilbert, Arizona*, the Supreme Court addressed the requirement of content-neutrality when analyzing government regulations that implicate the First Amendment to the United States Constitution; and

WHEREAS, although *Reed v. Town of Gilbert, Arizona* involved a municipal sign code, the majority's opinion in that case has been extended to invalidate certain provisions of municipal ordinances attempting to regulate loitering, panhandling and aggressive solicitation; and

WHEREAS, on September 30, 2015, the United States District Court for the District of Colorado issued an order in the case of *Brown, et al. v City of Grand Junction, Colorado*, Civil Action No. 14-cv-00809-CMA-KLM, invalidating on constitutional grounds certain provisions of the Grand Junction ordinance regulating panhandling; and

WHEREAS, it is necessary for the Town's ordinance regulating loitering and panhandling to conform with these new legal standards.

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

Section 1. That Section 9.12.090 of the Eagle Municipal Code be amended to read as follows:

9.12.090 Panhandling and Solicitation; Loitering on School Grounds.

- A. For the purpose of this Section, the term "aggressive panhandling" means:
1. Intentionally or causing physical contact with another person without that person's consent in the course of soliciting; or
 2. Intentionally blocking or interfering with safe or free passage of a pedestrian or vehicle by any means including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact; or
 3. Using violent or threatening gestures toward a person being solicited;
or

4. Using profane or abusive language which is likely to provoke an immediate violent reaction from the person being solicited; or
 5. Approaching or following a person for solicitation as part of a group of two (2) or more persons, in a manner and with conduct, words or gestures intended or likely to cause a reasonable person to fear imminent bodily harm or damage to or loss of property or otherwise to be intimidated into giving money or other thing of value.
- B. For the purpose of this Section, the term “public place” means a place to which the public or substantial group of persons has access, including, but not limited to, any street, sidewalk, highway, parking lot, plaza, transportation facility, school, place of amusement, park, or playground.
- C. For the purposes of this Section, the terms “soliciting” or “panhandling” are interchangeable and mean any solicitation made in person requesting an immediate donation of money. Purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in substance a donation, is a donation for the purpose this Section. “Panhandling” does not include passively standing or sitting with a sign or other indication that one is seeking donations, without addressing any solicitation to any specific person other than in response to an inquiry by that person.
- D. A person commits a Class A municipal offense if he/she engages in aggressive panhandling in any public place. A person further commits a Class A municipal offense if he/she panhandles on private or residential property unless the owner or other person lawfully in possession of such property grants permission for such activity to occur on such property prior to the commencement of the panhandling activity.
- E. A person commits a Class A municipal offense if he/she loiters in or upon a school building or grounds or within one hundred (100) feet of school grounds when persons under the age of eighteen (18) are present in the building or on the grounds, not having any reason or relationship involving custody of, or responsibility for, a pupil, or not having any other reason or relationship involving the business, functions or mission of the school and impairs the orderly educational process, after having been asked to leave by a school administrator or his representative or by a peace officer.

Section 2. Any ordinance of the Town of Eagle or part thereof in conflict with this Ordinance is hereby repealed.

INTRODUCED, READ, PASSED, ADOPTED AND ORDER PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, 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 AMENDING SECTION
9.12.090 OF THE EAGLE MUNICIPAL CODE CONCERNING LOITERING

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. 06
(Series 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO AMENDING SECTION
18.12.280 OF THE EAGLE MUNICIPAL CODE CONCERNING ANIMAL CONTROL
HABITUAL OFFENDERS

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

Section 1. That Section 8.12.280 of the Eagle Municipal Code, concerning animal control habitual offenders, is hereby amended to read as follows:

8.12.280 Habitual Offender. It shall constitute a Class A municipal offense for any person to become a habitual offender as defined in Section 8.12.020(N) of this Chapter. Any person committing such offense shall be subject to a minimum fine of three hundred dollars (\$300.00) and possible incarceration. In the event such person is deemed a habitual offender because such person owned or harbored a dangerous or potentially dangerous animal as prohibited by Section 8.12.090 of the Eagle Municipal Code or similar provisions of an Eagle County Resolution or ordinance of another municipality three (3) times within any twenty-four (24) month period, the minimum fine shall not be suspended by the Court. Any person may be charged as a habitual offender in addition to any other charges brought pursuant to the provisions of this Chapter. Upon conviction of an owner as a habitual offender, the owner's offending animal(s) may be ordered by the Court removed from the Town or surrendered to the Town's designated animal shelter, along with any other penalties imposed by this Court.

Section 2. Any ordinance of the Town of Eagle, or part thereof, in conflict with this Ordinance is hereby repealed.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By: _____

Yuri Kostick, 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 AMENDING SECTION
18.12.280 OF THE EAGLE MUNICIPAL CODE CONCERNING ANIMAL CONTROL
HABITUAL OFFENDERS

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":

_____, _____,
_____.

LICENSE AGREEMENT
AND AGREEMENT FOR SERVICES
BETWEEN
TOWN OF EAGLE, COLORADO
AND
TYLER TECHNOLOGIES, INC.

THIS AGREEMENT (“Agreement”) is effective as of the _____ day of _____, 2015 by and between Tyler Technologies, Inc., a Delaware Corporation having its principal place of business at 5101 Tennyson Pkwy, Plano, Texas (hereinafter “Vendor” and “Tyler”), as successor in interest to Brazos Technology Corporation and Town of Eagle, Colorado, a body corporate and politic (hereinafter “Licensee”). Any references herein to Brazos Technology Corporation are understood to refer to Tyler Technologies, Inc.

RECITALS

WHEREAS, Vendor has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the “Software,” which is defined in Section 1.10 herein).

WHEREAS, Licensee desires to obtain a perpetual, non-revocable, non-exclusive license to use Software and purchase the related Covered Services developed by Vendor for the purpose of modernizing the traffic-ticketing process; and

WHEREAS, Vendor is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the Software and Services defined below in paragraphs 2 and 3 hereof; and

WHEREAS, this Agreement shall govern the relationship between Vendor and Licensee in connection with the Services.

INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated into this Agreement

Exhibit A	Statement of Work
Exhibit B	Fees
Exhibit C	Service Level Agreement
Exhibit D	Insurance Certificate
Exhibit E	E-Verify

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the following promises Vendor and Licensee agree as follows:

1. Definitions:

1.1 “Authorized Persons” means the Vendor’s employees, contractors, subcontractors or other agents who need to access the Licensee Data to enable the Vendor to perform the services required.

1.2 “Covered Services” means 1) those web-hosted Electronic Citation System (“ECS”) Server Software services, which will receive and store Licensee Data (citation information) and interface with designated court systems, and will operate in connection with the Software, as further described and in accordance with the provisions of Vendor’s Statement

of Work attached hereto as Exhibit A and incorporated herein by this reference; and 2) training services as provided in Exhibit A.

1.3 “Maintenance Services” means software maintenance and support services as provided in the written agreement between Vendor and Licensee concerning ongoing support and maintenance of the Software and applicable Covered Services, which is attached hereto as Exhibit C, and incorporated herein by this reference.

1.4 “Data Breach” means the unauthorized access by a non-Authorized Person(s) that results in the use, disclosure or theft of a Licensee Data.

1.5 “Planned Downtime” is a period of time during which IT operations are restricted and unavailable in order to implement upgrades, repairs and other changes. Unlike in more catastrophic types of downtime, planned downtime occurs when planners have set aside a particular time period to shut down or restrict operations.

1.6 “Licensee” Town of Eagle, Colorado.

1.7 “Licensee Data” means all data created or in any way originating with the Licensee, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the Licensee or was shared with the Licensee by another law enforcement agency, whether such data or output is stored on the Licensee’s hardware, the vendor’s hardware or exists in any system owned, maintained or otherwise controlled by the Licensee or by the vendor.

1.8 “Licensee Identified Contact” means the person or persons designated in writing by the Licensee to receive security incident or breach notification.

1.9 “Security Incident” means the potentially unauthorized access by non-authorized persons to personal data or non-public data the vendor believes could reasonably result in the use, disclosure or theft of a Licensee Data within the possession or control of the vendor. A security incident may or may not turn into a data breach.

1.10 “Software” means Tyler’s proprietary eCitation Client Software product, which is installed on computer devices utilized by the Licensee for purposes of implementing the electronic citation system and synchronize authorized computer devices to the ECS Server, as further defined in Exhibit A hereto.

1.11 “Statement of Work” means the written statement in a solicitation document or contract that describes the Licensee’s service needs and expectations, attached hereto as Exhibit A.

1.12 “Updates” are any small to large change in code or software functionality. Updates can remedy bugs or provide greater functionality. All updates are included in the Maintenance cost.

1.13 “Vendor” means Tyler and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

1.14 “Go Live” means first date the Licensee writes an official, legally binding citation on the Tyler system.

2. Grant of License:

2.1 Vendor hereby grants to Licensee a perpetual, non-revocable, non-exclusive license to use the Software and the documentation, if any, provided in connection therewith (hereinafter referred to as the “Documentation”). The Software license granted here, and the restrictions contained in this Section 2, shall survive expiration or termination of this Agreement.

2.2. Limitation of Use

Licensee acknowledges and agrees that Licensee will not timeshare, modify, sublicense, transfer, assign, copy, reverse engineer or decompile the Software, Documentation or any portion thereof except as expressly set forth herein. Licensee further acknowledges and agrees that Licensee will limit its use of the Software and Documentation to the number of users and/or the site location identified in Exhibit A to this Agreement.

2.3. Ownership

Licensee acknowledges and agrees that Vendor is the sole owner of all right, title and interest in and to the Software and Documentation and that nothing contained herein shall grant Licensee any ownership interest in the Software or Documentation.

2.4. Non-disclosure.

Licensee acknowledges and agrees that the Software and Documentation contain trade secrets and/or confidential information (hereinafter collectively referred to as "Confidential Information") and that Licensee will take reasonable efforts to prevent the disclosure of such Confidential Information to any third party

3. Covered Services and Maintenance Services:

3.1 The Vendor shall, during the Term of this Agreement, provide the Covered Services as defined in Exhibit A and Maintenance Services defined in Exhibit C, subject to and in accordance with the terms of this Agreement. The number of authorized Licensee users, if any limitation exists, shall be defined in Exhibit A.

3.2. Licensee's right to the Covered Services and Maintenance Services is non-exclusive and non-transferrable and is subject to Licensee's compliance with the terms of this Agreement and payment of the Fees set forth in Section 6 herein.

4. Licensee's Representatives. The Town of Eagle Police Department's designee and/or the IT Director's designee shall be Vendor's contact(s) with respect to this Agreement and performance of and provision of the Maintenance Services.

5. Term of the Agreement. This Agreement shall commence upon the date first written above, and subject to the provisions of paragraph 19 hereof, shall continue for one year. Thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Term"), unless either party notifies the other party of termination, in writing, at least sixty (60) days before the end of the initial Term or any Renewal Period. The Licensee's License to use the Software, as granted herein, is perpetual and non-revocable and shall continue beyond the Term or any Renewal Term.

6. Fees.

6.1 For the Software and Covered Services during the initial Term, Licensee shall be responsible for and shall pay to Vendor the fees as further described in Exhibit B, attached hereto and incorporated herein by this reference, subject to the terms and conditions contained in this Agreement and its incorporated Exhibits. Payment for Services provided in accordance with the terms and conditions of this Agreement shall be due and payable thirty (30) business days after receipt of a properly submitted and accurate invoice from Vendor. License fees are due immediately upon execution of this Agreement by the parties. Fees for configuration/installation will be due on the following schedule: fifty percent (50%) upon contract execution and fifty percent (50%) upon delivery. Fees for training will be due upon delivery. Exhibit C identifies the recommended hardware required for delivery of the solution and will be due on the following schedule: fifty percent (50%) upon contract execution and fifty percent (50%) upon delivery. Fees for the first year's maintenance and support are included in the license fees. Fees for the subsequent years' maintenance and support are due upon the anniversary of the date of execution.

6.2 Fees for Covered Services and Maintenance Services for any Renewal Term may be: (a) increased no more than three percent (3%) on an annualized per-user basis for the first three (3) years of this Agreement. Thereafter, Covered Services and Maintenance Services shall be provided at Vendor's then-current rates. No later than 60 days prior to the expiration of the then current Term or Renewal Term, Licensee may contact Vendor for pricing for the upcoming term.

6.3 Credits. Any amounts due to Licensee, such as an Uptime Commitment Credit as detailed in Exhibit C, from Vendor may be applied by Licensee against any current or future fees due to Vendor.

6.4 No Suspension of Services. Vendor shall not suspend any part of the Services where: (a) Licensee is reasonably disputing any amount due to Vendor; or, (b) any unpaid but undisputed amount due to Vendor is less than sixty (60) business days in arrears.

6.5 The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If Licensee is a tax-exempt entity, Licensee agrees to provide Vendor with a tax-exempt certificate. Otherwise, Vendor will pay all applicable taxes to the proper authorities, and Licensee will reimburse Vendor for such taxes. If Licensee has a valid direct-pay permit, Licensee agrees to provide Vendor with a copy. For clarity, Vendor is responsible for paying its income taxes, both federal and state, as applicable, arising from Vendor's performance of this Agreement.

6.6 Notwithstanding anything to the contrary contained in this Agreement, Licensee shall have no obligations under this Agreement after, nor shall any payments be made to Vendor in respect of any period after December 31 of any year, without an appropriation therefor by Licensee in accordance with a budget adopted by the Town Board Members of Eagle in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20). The foregoing notwithstanding, if Licensee should fail to so secure such an appropriation, Licensee shall provide thirty (30) days written notice to Vendor, and will pay all undisputed fees and expenses related to the software, products, and/or services Licensee has received, or Vendor has incurred or delivered, prior to the effective date of termination. Licensee will not be entitled to a refund or offset of previously paid license and other fees.

7. Subcontractors. Vendor acknowledges that Licensee has entered into this Agreement in reliance upon the particular reputation and expertise of Vendor. Vendor shall not enter into any subcontractor agreements for the performance of any of the Services or additional services without Licensee's prior written consent, which may be withheld in Licensee's sole discretion. Licensee shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom Licensee has an objection, in its reasonable discretion, shall be assigned to the Project. Vendor shall require each subcontractor, as approved by Licensee and to the extent of the Services to be performed by the subcontractor, to be bound to Vendor by the terms of this Agreement, and to assume toward Vendor all the obligations and responsibilities which Vendor, by this Agreement, assumes toward Licensee. Licensee shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by Vendor and Vendor shall cooperate in such process. The Vendor shall be responsible for the acts and omissions of its agents, employees and subcontractors.

8. Insurance. Vendor agrees to provide and maintain at Vendor's sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

8.1. Types of Insurance.

i. Workers' Compensation insurance as required by law.

ii. Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.

iii. Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limits.

iv. Professional Liability (Errors and Omissions) including Cyber Liability with prior acts coverage for all deliverables, Services and additional services required hereunder, in a form and with insurer or insurers satisfactory to Licensee, with limits of liability of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate. The insurance shall provide coverage for (i) liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form; (ii) Network Security Liability arising from unauthorized access to, use of or tampering with computer systems including hacker attacks; (iii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, Licensee or a third person's computer, computer system, network or similar computer related property and the data, software and programs thereon.

8.2. Other Requirements.

i. The automobile and commercial general liability coverage shall be endorsed to include the Town of Eagle, its elected officials, employees, agents and volunteers as additional insureds. A certificate of insurance consistent with the foregoing requirements is attached hereto as Exhibit D.

ii. Vendor's certificates of insurance shall include subcontractors, if any as additional insureds under its policies or Vendor shall furnish to Licensee separate certificates and endorsements for each subcontractor.

iii. The insurance provisions of this Agreement shall survive for a period of three (3) years following completion of onsite training and implementation services provided hereunder.

iv. The parties hereto understand and agree that the Licensee is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to Licensee, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

v. Vendor is not entitled to workers' compensation benefits except as provided by the Vendor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Vendor or some other entity. The Vendor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

9. Warranty.

9.1. Vendor warrants and represents that it is the owner of all right, title and interest in and to the Software and Documentation and ECS Server Software application, and that use of the same as contemplated herein shall not infringe upon any third party patent or copyright. This warranty and representation does not apply to any infringement arising out of any unauthorized modification of the Software or Documentation or any infringement arising out of the use of the Software or Documentation or Covered Services in combination with any third party product, other than as authorized by Vendor, or Licensee's use of a previous version of the Software if the claim would have been avoided had Licensee installed and used the current version.

9.2 For as long as a current Maintenance and Support Agreement are in effect, Vendor warrants, for Licensee's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Tyler. This warranty is expressly conditioned on Licensee's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software. Under this warranty, the Covered Services and Maintenance Services shall be provided in accordance with Exhibit C.

9.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS" AND TYLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TYLER DOES NOT WARRANT OR REPRESENT THAT ANY USE OF THE SOFTWARE OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE, BUT RATHER COMMITS TO THAT THE SOFTWARE, COVERED SERVICES AND MAINTENANCE SERVICES WILL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH EXHIBIT C.

10. Indemnification. The Vendor shall indemnify and hold harmless Licensee, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which Licensee may become subject to insofar as any such losses, claims, damages or liabilities arise out of the negligence or willful misconduct of Vendor or any of its subcontractors hereunder that result in personal injury or property damage; and Vendor shall reimburse Licensee for reasonable attorney fees and costs, legal and other expenses incurred by Licensee in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply: 1) to claims by third parties against the Licensee to the extent that Licensee is liable to such third party for such claims without regard to the involvement of the Vendor or 2) to the extent that such damages result from the negligence or actions of the Licensee's officers, agents and employees. This paragraph shall survive expiration or termination hereof.

11. Limitation of Liability.

11.1. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE PROVIDED HEREIN, TYLER SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, LOST PROFITS, LOST SAVINGS, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF WHETHER ARISING UNDER STRICT LIABILITY.

11.2. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF TYLER TO LICENSEE FOR ANY LOSS OR CLAIM ARISING OUT OF THIS AGREEMENT, ANY USE OF THE SOFTWARE OR DOCUMENTATION, OR ANY INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EXCEED THE LESSER OF (A) LICENSEE'S ACTUAL, DIRECT DAMAGES, OR (B) TWO (2) TIMES THE AMOUNTS LISTED IN EXHIBIT B OF THIS AGREEMENT.

12. Data Ownership: Vendor acknowledges and agrees that Licensee owns all rights, title and interest in the Licensee Data. The vendor shall not access Licensee user accounts or Licensee Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) for proactive service and problem resolution, (4) as required by the express terms of this contract or (4) at the Licensee's written request.

13. Data Protection: Protection of Licensee Data shall be an integral part of the business activities of the Vendor to ensure there is no inappropriate or unauthorized use of Licensee information at any time. To this end, the vendor shall safeguard the confidentiality, integrity and availability of Licensee information and comply with the following conditions:

13.1 The vendor shall implement and maintain commercially reasonable and appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Licensee Data. Such security measures shall be in accordance with recognized industry practice.

13.2 All data obtained by the vendor in the performance of this contract shall become and remain the property of the Licensee.

13.3 All Licensee Data shall be encrypted in transit with controlled access, with the level of protection and encryption identified for Licensee upon request. Unless otherwise stipulated, the vendor is responsible for encryption of the Licensee data.

13.4 At no time shall any data or processes — that either belong to or are intended for the use of a Licensee or its officers, agents or employees — be copied, disclosed or retained by the vendor or any party related to the vendor for subsequent use in any transaction that does not include the Licensee.

13.5 The vendor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling this agreement.

14. Data Location: The vendor shall provide its services to the Licensee and its end users solely from data centers in the U.S. Storage of Licensee data at rest shall be located solely in data centers in the U.S. The vendor shall not allow its personnel or contractors to store Licensee data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The vendor shall permit its personnel and contractors to access Licensee Data remotely only as required to fulfill this agreement.

14.1 Third party data locations: If the vendor contracts with a third party for data-center or server storage, Vendor must promptly provide written notice to Licensee regarding identity of said third party. Vendor acknowledges and agrees that Vendor will maintain all responsibilities for Licensee Data and all Vendor agrees to ensure that all obligations, restrictions and conditions contained in this Agreement with respect to Licensee Data also apply to said third party.

15. Security Incident or Data Breach Notification: Vendor's handling of security braches, including notification to customers, shall conform to applicable state and federal law.

16. Reserved.

17. Notification of Legal Requests: The vendor shall contact the Licensee upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Licensee's Data under this contract, or which in any way might reasonably require access to the data of the Licensee. The vendor shall not respond to subpoenas, service of process and other legal requests related to the Licensee without first notifying the Licensee, unless prohibited by law from providing such notice.

18. Notice. Any notice required by this Agreement shall be deemed properly delivered when (i) personally delivered, or (ii) when mailed in the United States mail, first class postage prepaid, or (iii) when delivered by FedEx or other comparable courier service, charges prepaid, to the parties at their respective addresses listed below, or (iv) when sent via facsimile so long as the sending party can provide facsimile machine or other confirmation showing the date, time and receiving facsimile number for the transmission, or (v) when transmitted via e-mail with confirmation of receipt. Either

party may change its address for purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

TOWN OF EAGLE:

Eagle Police Department
Eagle, Colorado
Attention: Chief Joe Staufer
200 Broadway
PO Box 609
Eagle, CO 81631
Telephone: 970-328-6351
E-Mail: jstaufer@townofeagle.org

Vendor:

Tyler Technologies, Inc.
Attn: Corporate Attorney
5519 53rd Street
Lubbock, TX 79414
Telephone: 800.646-2633
Email: craig.seekamp@tylertech.com

19. Termination. In the event of termination hereunder, Licensee agrees to pay Vendor for all undisputed fees and expenses related to the software, products, and/or services Licensee has received, or Vendor has incurred or delivered, prior to the effective date of termination. Licensee will not be entitled to a refund or offset of previously paid license and other fees.

19.1 Licensee may terminate this Agreement, in whole or in part, at any time and for any reason, with or without cause, and without penalty therefor with thirty (30) calendar days' prior written notice to the Vendor.

19.2 Either party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and fails to cure such material breach within twenty (20) days after receiving written notice of the same.

19.3 In the event of a termination of the contract, the vendor shall implement an orderly return of Licensee Data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Licensee Data.

19.4 In the event of a termination of this Agreement, Licensee will cease use of the Covered Services, except as needed for the orderly return of Licensee Data.

19.5 During any period of service suspension, the vendor shall not take any action to intentionally erase any Licensee Data.

19.6 In the event of termination of any services or agreement in entirety, the vendor shall not take any action to intentionally erase any Licensee Data for a period of 60 days after the effective date of termination. After such period, the vendor shall have no obligation to maintain or provide any Licensee Data and shall thereafter, unless legally prohibited. After the 60 day period, unless otherwise agreed upon by Vendor and Licensee in writing, Vendor will securely dispose all Licensee Data in its systems or otherwise in its possession or under its control.

19.7 The Licensee shall be entitled to any post-termination technical assistance generally made available with respect to the services.

19.8 The vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the Licensee, in accordance with industry standards.

20. Background Checks: The vendor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The vendor shall promote and maintain an awareness of the importance of securing the Licensee's information among the vendor's employees and agents.

21. Access to Security Logs and Reports: The vendor shall provide reports to the Licensee upon request. Reports shall include user access, user access IP address, user access history and security logs for all Licensee data related to this contract.

22. Data Center Audit or Vulnerability Scanning: To ensure the security of Licensee Data maintained by Vendor, the Vendor shall engage an independent third party or utilize independent third-party software services to perform an independent audit or vulnerability scanning of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The vendor may remove its proprietary information from the redacted version. This audit or vulnerability scanning shall include at minimum a scan of the organizations Internet perimeter, web application firewall, crawling and testing web applications to identify vulnerabilities including for cross-site scripting and SQL injection. Any items that don't meet standards or are marked as critical must be addressed and corrected by Vendor in a timely manner, as mutually agreed upon by the Parties.

23. Change Control and Advance Notice: The vendor shall give 10 business days advance notice and detailed release notes regarding changes to the services to the Licensee of any upgrades that may impact service availability and performance.

24. Security: The vendor shall disclose its non-proprietary security processes and technical limitations to the Licensee such that adequate protection and flexibility can be attained between the Licensee and the vendor. For example: virus checking and port sniffing.

25. Non-disclosure and Separation of Duties: The vendor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Licensee Data to that which is absolutely necessary to perform job duties.

26. Export of Data: Vendor shall export Data to Licensee in a mutually agreeable format upon written request. There may be a fee associated with these services.

27. Responsibilities and Uptime Guarantee: The vendor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the vendor. The system shall be available 24/7/365 (with agreed-upon planned downtime), and provide service to Licensee as defined in Exhibit C.

28. Subcontractor Disclosure: The vendor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a

party to a joint venture or similar agreement with the vendor, and who shall be involved in any application development and/or operations.

29. Business Continuity and Disaster Recovery. As a part of the Services, vendor is responsible for maintaining a backup of Licensee Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in Exhibit A, Service Provider shall maintain a contemporaneous backup of Licensee Data that can be recovered within one day (24 hours) at any point in time. Additionally, vendor shall store a backup of Licensee Data in an off-site “hardened” facility no less than weekly, maintaining the security of Licensee Data, the security requirements of which are further described herein.

30. Venue, Jurisdiction and Applicable Law. Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the District Court for Eagle County, Colorado, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.

31. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the parties to this Agreement: (i) Electronic or facsimile delivery of a fully executed copy of the signature page; (ii) the image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 to 121.

32. Other Contract Requirements and Vendor Representations.

32.1. Vendor has familiarized itself with the nature and extent of the Services to be provided hereunder and the Property, and with all local conditions, federal, state and local laws, ordinances, rules and regulations that in any manner affect cost, progress, or performance of the Services.

32.2. Vendor will make, or cause to be made, examinations, investigations, and tests as he deems necessary for the performance of the Services.

32.3. To the extent possible, Vendor has correlated the results of such observations, examinations, investigations, tests, reports, and data with the terms and conditions of this Agreement.

32.4. To the extent possible, Vendor has given Licensee written notice of all conflicts, errors, or discrepancies.

32.5. Vendor agrees to work in an expeditious manner, within the sound exercise of its judgment and professional standards, in the performance of this Agreement. Time is of the essence with respect to this Agreement.

32.6. This Agreement constitutes an agreement for performance of the Services by Vendor as an independent contractor and not as an employee of Licensee. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between Licensee and Vendor except that of independent contractor. Vendor shall have no authority to bind Licensee.

32.7. Vendor represents and warrants that at all times in the performance of the Services, Vendor shall comply with any and all applicable laws, codes, rules and regulations.

32.8. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements or understanding between the parties with respect thereto.

32.9. Either party shall not assign any portion of this Agreement without the prior written consent of the other party. Any attempt to assign this Agreement without such consent shall be void.

32.10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors in interest. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the parties, and not to any third party.

32.11. No failure or delay by either party in the exercise of any right hereunder shall constitute a waiver thereof. No waiver of any breach shall be deemed a waiver of any preceding or succeeding breach.

32.12. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

32.13. The signatories to this Agreement aver to their knowledge no employee of the Licensee has any personal or beneficial interest whatsoever in the Services or Property described in this Agreement. The Vendor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and Vendor shall not employ any person having such known interests.

32.14. The Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) to the extent applicable shall comply with C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

TOWN OF EAGLE
Acting by and through its Board of Trustees

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Ellringer, Town Clerk

VENDOR: TYLER TECHNOLOGIES, INC.

By: _____

Print Name: _____

Title: _____

EXHIBIT A
STATEMENT OF WORK

**Eagle Police Department
Colorado
Electronic Citation System**

Statement of Work

May 1, 2015

Submitted by:

Tyler Technologies, Inc.

5519 53rd Street

Lubbock, TX 79414

800.646.2633

www.tylertech.com

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CHANGE HISTORY

Change History

Version	Action	Author	Date
V 1.0	Created	Samuel Williams (Brazos)	5/1/2015

DEFINITIONS/ACRONYMS

Acronyms

The following acronyms are used throughout the SOW.

- **WP** – Work Plan
- **RMS** – Records Management System
- **CMS** – Court Management System
- **CAD** – Computer Aided Dispatch
- **ECS** – Electronic Citation System
- **SLA** - Software License Agreement
- **SMA** – Software Maintenance Agreement
- **PDA** – Portable Data Assistant (any handheld or other mobile platform running a standard operating system)
- **Sync** – A process through which citation data is transmitted from the Device to the Brazos Server, and through which new software updates are transmitted from the Brazos Server to the device.

Definitions

The following definitions are used throughout the SOW.

- **Acceptance of Deliverable** - Written notification from Eagle Police Department to Tyler, signed by the responsible Eagle County Program Manager, indicating that the Deliverable has been evaluated and satisfies the Acceptance Criteria of each Deliverable
- **Deliverables** - Any materials procured or prepared by Brazos or services provided by Tyler to Eagle Police Department

OVERVIEW

Purpose

This Statement of Work (“SOW”) is between Tyler Technologies Inc. (hereinafter referred to as “TYLER”) and EAGLE POLICE DEPARTMENT covers the engagement of TYLER to provide Electronic Citation System (ECS) software and solution implementation services.

This Statement of Work provides the understanding of the objectives, approach, schedule, deliverables, and costs for this engagement. This document supersedes any previous version of this SOW and is valid for thirty (30) days from the date on the title page, unless executed by TYLER and EAGLE POLICE DEPARTMENT.

Objectives

The purpose of this project is the implementation of a turnkey Electronic Citation System for the Eagle Police Department.

This project will install a critical countywide application for Eagle Police Department. One of the goals of the electronic dictation effort is to have a common platform that could be used by all citation issuing departments within the County (Vail Police Department, Eagle Police Department, Basalt Police Department, Town of Gypsum and Minturn (ECSO Contracted Law Enforcement), Eagle Police Department, and potential others.

The summary scope of this project includes the following:

1. Once the citation information is captured, it must be sent to the correct systems with no manual data entry, except for specific approvals to be defined later.
2. The ECS must provide intuitive, easy-to-use software that requires minimal training.
3. The ECS must provide the ability to fully customize each of the screens on the MDC to meet the exact process-flow desired by the Eagle Police Department.
4. The ECS must provide the ability to add additional customized forms (at additional cost) such as field interview, code enforcement, traffic collision, etc. that also meet the flow process as desired by the Eagle Police Department.
5. The ECS must enable officers to enter notes via text (voice recording will also be available).
6. The ECS must support the Court’s current citation numbering system.
7. The ECS must allow the Eagle Police Department to fully customize the layout of the citation printout.
8. The ECS must create an electronic data file when a citation is completed and approved and provide the ability to transfer that data file which will then be made available for import into the State Court System (when available). A PDF image of the approved citation record will also be exported to the Court.
9. The ECS must provide a means of “information sharing” between the participating Eagle County agencies. This will be accomplished utilizing the Brazos Information Sharing Portal. Agencies within Eagle County that choose to participate will be able to view (view ONLY) all records from other participating agencies.
10. Tyler is in the process of evaluating the possible incorporation of IBM Cognos analytics into the reporting capabilities that already exist within the Brazos ECS. If and when such functionality is made available to all Tyler clients, Tyler will provide the IBM Cognos dashboard to Eagle Police Department as a part of their maintenance and support agreement at no additional charge.

11. The ECS will include the Citation Entry Screen (CES) that will allow authorized users with the ability to enter data from manual (paper) citations into the ECS through the secure web portal.

Key Assumptions

1. All deliverables and timelines assigned to Eagle Police Department will be held to the same standards of delivery as those assigned to BRAZOS.
2. The version of the citation/information received by the violator shall not be considered to be the official charging document, but merely a copy of the citation/information in the form it will be submitted to Prosecutor's office for approval and the Court for filing except as noted below.
3. Installation of Hardware required in Eagle Police Department Vehicles shall be completed by Eagle Police Department Personnel and facilities.
4. Eagle Police Department will deploy initially on two (2) PDA's.
5. Deployment of the Brazos ECS for Eagle Police Department will utilize the Brazos hosted environment.
6. All Eagle Police Department personnel involved in the Pilot Project will participate fully in the training provided by BRAZOS.
7. The officers will be authorized to VOID a citation on the PDA, after save but before sync. Notations as to the reason for VOID are required.
8. The violator's signature is not required to appear on the violator's copy of the citation/information provided to the violator by the issuing officer at the time of issuance.
9. The citation number sequence shall follow a unique numbering system.
10. Ticket types will consist of Criminal and Traffic for Municipal eCitation, County/State eCitation, and Warning Tickets.
11. While the standard Parking eCitation will be provided as part of this project, a customized eParking Task is **NOT** in-scope for the project.
12. Charges identified will be specific to each Ticket type, as further defined during the design phase.
13. Interface to current production version of Intergraph ILEADS Records Management System (RMS) is **NOT** in-scope for the initial project.
14. Ability for System Administrator to add/modify/delete statues, codes, etc. as further defined during the design phase.
15. Allow for pre-set fines and fees per offense so as to eliminate the need for Officers to enter and/or calculate fees due. Exceptions to be allowed as further identified during the design phase.
16. Ability to exclude fees for charges that require a court appearance or summons.
17. Interface to the Municipal Court System(s) is included in this Phase of the project (To Be Identified during Kick-Off).
18. Interface to the County/State Court System is included in this Phase of the project (pending State Judicial authorization and assistance for the interface)

PROJECT SCOPE

As previously stated, BRAZOS will work with EAGLE POLICE DEPARTMENT to deliver the Electronic Citation System (ECS) upon contract award to BRAZOS. The system will be installed on EAGLE POLICE DEPARTMENT PDA's and allow officers to capture all information for citations/warnings, print a copy of the citation for the violator, and electronically transfer all information into the respective Court system(s).

1. Project Administration

BRAZOS will provide all project management associated with the system and will identify the project manager at the beginning of the project. This single point of contact will not change during the project without written authorization by Eagle Police Department.

BRAZOS is committed to delivering a successful Electronic Citation System (ECS) project to our customers. Our implementation approach has been highly successful, and we feel that this process provides the best method to minimize risks and ensure a successful project. The key is to involve the customer in all phases of developing and implementing software specifically for them, to meet their specific needs. This process is comprised of the following:

- **Kick-off Meeting.** An on-site meeting or conference call style meeting with the project owners to define roles, responsibilities, and outline the schedule. This meeting will also include review of all initial requirements of the SOW document.
- **Completion and acceptance of the final SOW document.** Brazos will update the Statement of Work and provide it to EAGLE POLICE DEPARTMENT for review. The SOW will include all significant work tasks, steps, timeframes and deliverables required to complete Phase I, including software installation, interface customization, implementation, testing, and training.
- **Setup and Configuration.** Brazos Technology works with the Police Department to install and configure the ECS client software, import offenses, layout the defendant's receipt, configure reports, and any other configuration required by the Department. EAGLE POLICE DEPARTMENT will perform any tasks related to enabling the Sheriff's Office to install any vehicle mounted hardware prior to BRAZOS arriving onsite for the initial training.
- **Begin Pilot.** The pilot program should involve a handful of key officers designated by EAGLE POLICE DEPARTMENT, who will adapt to this technology quickly. They will be given full software training in order to understand and become familiar with the technology. The training process includes going out on the street and writing warning-citations with a BRAZOS trainer to ensure comfort with the technology.
- **Operational Pilot.** The operational phase of the pilot begins once the officers are familiar with the technology and we have verified successful data transfer to the Court System(s). At this point the pilot officers will begin writing actual citations. This process serves two purposes: 1) validation of the entire process prior to engaging the entire police force and, 2) providing positive feedback to circulate within the department prior to full rollout. The duration of this phase is different for every department but needs to encompass the complete court cycle (life-cycle) of a citation, which is defined as a person receiving a citation and resolving/disposing that citation at the Court.
- **Full Rollout.** The rollout process is primarily the training of all additional officers specified as participants in Phase I in use of the new system. The preferred process for training is to provide a class room style of instruction, followed by a "hands on" session that may include DL checks, ride-alongs, etc., to ensure every officer has used the system in the field. It is the intent of this project that certain officers identified as train-the-trainers from the Pilot Project will be utilized at this stage to assist with the training of the additional officers.
- **Post Action.** Finally, after the full rollout, we will convene with the project owners to determine what went well and what improvements are required of the system, process, or any other

aspect of the project. A full project review will be documented by Brazos and provided to the Eagle County Project Manager. Steps to transition to Phase II of the project may be incorporated at this time.

The delivery and training processes are the most significant keys to the success of this project. We will jointly determine the Operational Pilot duration, depending upon officer success and satisfaction and their recommendations for deployment. When all parties agree, Full Rollout training and deployment will begin.

2. Training

BRAZOS will provide all training associated with the Electronic Citation System (ECS) and will identify the Training Lead at the beginning of the project.

In order for this project to be successful, the officers need to know not only the basics of the software, but first-level troubleshooting tips for the hardware and operating system as well. It is our experience that the officers must be proficient in the mobile hardware for this project to have the long term success that EAGLE POLICE DEPARTMENT and BRAZOS are looking for.

The delivery and training processes are the most significant key to the success of this project. The Brazos Training Lead will ensure that all levels of EAGLE POLICE DEPARTMENT personnel who utilize the Brazos Solution will receive adequate training. Brazos will incorporate measurement tools to assist in monitoring the end-users competence in using the system.

Classroom Training. The Train-the-Trainer course shall involve all officers specified to participate in the Operational Pilot (limit = 14 Officers). They will be given full software training in order to understand and become familiar with the technology. The training process includes producing several test citations with a trainer to ensure comfort with the application.

Practical Application. The practical application phase begins once the officers are familiar with the technology. At this point the pilot officers will begin writing real citations.

Administrator Training. The Brazos ECS provides powerful management tools with great ease of use for agency administrators and management. BRAZOS will provide sufficient training to designated management personnel for them to be able to utilize those tools as well as have a solid understanding of the capabilities of the system.

3. eCitation Client Software

The BRAZOS ECS client software will be installed on (2) PDA's allowing the officers to write, print, and push citations electronically to the Court software system(s). All ECS software is embedded on the PDA and is completely functional with or without a network connection. The software will be configured for EAGLE POLICE DEPARTMENT and the County will have the ability to define, approve and modify the layout of all screens and print jobs under the scope of this agreement.

The software will have the ability to:

- Allow officers to quickly and easily capture citation information.
- Print the citation in the field for the violator using a Bluetooth connection to a mobile printer.
- Capture pictures of the violator and associate the pictures with the citation.
- Capture voice, diagrams, and general text notes fields on each citation.
- Push citations via a network connection. (Brazos will work with EAGLE POLICE DEPARTMENT to identify the best methods for connectivity (docking cradles, cellular (if established by EAGLE POLICE DEPARTMENT), 802.11, Bluetooth, etc.)

4. ECS Server Software

EAGLE POLICE DEPARTMENT will utilize the hosted Brazos ECS server for all reporting, interface and administrative functions. There are no limitations to the number of users of the hosted system and any future hardware/software requirements or upgrades are the responsibility of BRAZOS. The ECS server provides the following benefits:

- Access to add/change/delete any dropdown on the PDA (i.e. offenses, streets, officers, etc.).
- Access to all reports (i.e. STEP reports, Citation Detail, and over 35 other standard reports).
- Configuration and management of all users of the ECS for both the server and the clients.
- View and query images of citations captured via the mobile devices via internet browser.
- Creation/modification of interfaces to new/existing systems.
- Citation Entry Screen (CES) for entry of either paper tickets or modification to previously captured information by an authorized court assigned user (Program should also have some type of tracking capabilities for changes made in the CES).

The Citation Entry Screen (CES) will also be configured for EAGLE POLICE DEPARTMENT and available through the hosted ECS server. CES is configured with the same business rules as the ECS client software, providing EAGLE POLICE DEPARTMENT with a complete solution for all citations

5. Interface with Court System

The ability to export citation information from the Brazos ECS to the various Court Management software system(s) is included in this phase of the project. Brazos will assist the EAGLE POLICE DEPARTMENT with developing a solution that will provide the citations to the Court in the most efficient manner. It is expected that the exact Court System(s) to be interfaced will be determined at the Kick-Off Meeting, but will likely include the Court Systems for the Town of Eagle, and the Eagle County Combined Courts. Brazos has the ability to export any/all of the data contained within a record in the format required by the recipient system. It is expected that the identification of the data fields and the parameters (business rules) of those fields will be dictated by the recipient system to which BRAZOS will interface.

6. Synchronization (Device to ECS Server)

The Brazos Solution allows officers to create, save, and print citations or other record types with or without network connectivity. When an officer creates a citation, it is saved to non-volatile memory on the device. The citation record can then be uploaded to the ECS server via one of the following methods:

- Real-time via cellular connection (aircard required)
- 802.x wireless connection to hotspots
- Via placement in sync cradle

The frequency and method of upload is defined and controlled by the EAGLE POLICE DEPARTMENT via the Brazos web-based configuration tool, BuildIT. Once uploaded, the data are processed through the system according to the agency-specific workflow, which is also defined and controlled by the County via BuildIT. All new updates and changes are also passed from the ECS Server to the device through this same process.

DELIVERABLES AND SCHEDULE

Existing Citation Process

The existing process flow will be identified and documented in partnership with EAGLE POLICE DEPARTMENT and BRAZOS as a separate Appendix during the Design phase of the project.

Proposed System

The proposed process flow will be identified and documented in partnership with EAGLE POLICE DEPARTMENT and BRAZOS as a separate Appendix during the Design phase of the project.

Acceptance Testing Plan (ATP)

The ATP will provide EAGLE POLICE DEPARTMENT with the testing plan for verification of the installed system, including interfaces, which will allow EAGLE POLICE DEPARTMENT to certify the ECS performs in accordance with the requirements. The testing plan will include strategies and test cases to assist with the verification. EAGLE POLICE DEPARTMENT will have the ability to certify the ATP prior to both the certification from BRAZOS as well as the beginning of the acceptance test.

System Installation

One of the significant strengths of Brazos Technology is our implementation process. We are dedicated to the success of this project and our track record of successful projects ensures the success of this project at EAGLE POLICE DEPARTMENT.

BRAZOS ECS SERVER:

BRAZOS will host the ECS server, database server and verify operation of the system.

BRAZOS CLIENT SOFTWARE:

The BRAZOS Client Software will be installed on the devices purchased through BRAZOS. The initial installation will be completed by BRAZOS. If EAGLE POLICE DEPARTMENT elects to purchase new hardware through another vendor, the hardware will be sent to BRAZOS for off-site installation and verification at an additional cost.

BRAZOS INTERFACES:
During the installation process, connectivity for the interfaces will also be verified. EAGLE POLICE DEPARTMENT will provide BRAZOS installation personnel with the proper access to complete these tasks. Any installation requirements with regards to security or setup must be provided to BRAZOS one-week prior to the scheduled interface testing.

HARDWARE IN VEHICLES:

BRAZOS will not install any hardware in the vehicles. BRAZOS will support EAGLE POLICE DEPARTMENT with the setup, configuration and testing of the installations performed by EAGLE POLICE DEPARTMENT or another vendor for EAGLE POLICE DEPARTMENT.

Training

Operational Pilot – BRAZOS will provide full Train-the-Trainer training to the officers specified by EAGLE POLICE DEPARTMENT to participate in the pilot (limit = 14 Officers). The training will consist of two formal days of training. Day 1 should occur in a classroom setting where the officers will be thoroughly exposed to training that covers the hardware, operating systems, application, troubleshooting, and proper care/maintenance. Day 2 is focused on field training and includes BRAZOS personnel at the side of EAGLE POLICE DEPARTMENT officers, as the officers complete

citations in “real world” environments. This training may incorporate such tactics as DL checks, standard traffic stops, etc. to ensure that all the officers involved are exposed to several different types of scenarios and receive the maximum effective training. Upon completion of the field training portion, BRAZOS will train the officers on how to review their citations via the web based tool and any workflow processes specified by EAGLE POLICE DEPARTMENT. BRAZOS will also train any specified supervisors in procedures for reviewing citations and voids, as well as statistical reports. Brazos will provide additional training to the Pilot Officers as needed to be determined by the Brazos and Eagle County Project Managers.

Full Rollout – EAGLE POLICE DEPARTMENT will provide full training to the officers specified to participate in Phase I rollout. The format of this training shall be the same as that of the Operational Pilot training. Select officers from the Operational Pilot group who have been identified as “ECS Trainers” will be utilized to assist in this training.

System Administrator – Instructor led, hands-on training will be provided for up to three (3) EAGLE POLICE DEPARTMENT Staff members who will ultimately be actively involved in administering the ECS.

Acceptance

The purpose and the net result of the acceptance test is to determine that the ECS proposed and installed meets the technical and functional requirements outlined in these specifications. The ECS will be considered “acceptance test ready” once it has completed a full system test, including interfaces and data conversion, with no known outstanding material defects.

BRAZOS will provide EAGLE POLICE DEPARTMENT with a proposed “Acceptance Test Plan” (ATP). The County of Eagle will provide written approval that the proposed ATP is complete and acceptable.

During the Pilot Project, BRAZOS will work closely with EAGLE POLICE DEPARTMENT personnel to ensure that each requirement specified in this Statement of Work is fully satisfied. Acceptance of the ECS shall be by conformity to the written Acceptance Testing Plan. Any functionality processes, or other aspects not specified in the approved Acceptance Testing Plan are considered out-of-scope and would require a written and approved Change Order.

In accordance with the SOW, “Final Acceptance” shall mean written notice from the EAGLE POLICE DEPARTMENT that it has accepted the ECS following the 30 day Final Acceptance Period, during which time the ECS has conformed in all material respects to the applicable specifications, including any approved change orders for the ECS, with all defects discovered during the acceptance period fixed by Brazos and tested and accepted by the EAGLE POLICE DEPARTMENT.

Full Rollout

Upon completion of the Pilot Project and written approval of the FINAL ACCEPTANCE, EAGLE POLICE DEPARTMENT will initiate the full rollout of the ECS. BRAZOS will assist EAGLE POLICE DEPARTMENT by providing training materials, support and consultation to the EAGLE POLICE DEPARTMENT training officers.

This shall complete Phase I of the overall project.

Schedule [draft only – to be modified post Kick-Off Meeting]

B – Brazos, EC – Eagle County Project Team, J – Joint (both are responsible)

Phase	Task	Activity	Description	Task Duration	Total Duration (Weeks)	Owner	Deliverables
1			First Phase				
	1		Contract Award	TBD		J	
	2		Contract Signature	TBD		EC	
	3		Kick-Off Project	2w	2w	J	Official Work Plan
		1	On-Site Meeting/Conference Call			J	
		2	Gather requirements from all project owners			J	
		3	Build official Work Plan			J	
		4	Verify Work Plan with hardware vendors			J	Work Plan to be signed off by County
	4		Sign-off of Work Plan by County	3 Days	2.5w	EC	
	5		Order hardware	TBD		B	
	6		Setup Configuration of ECS (off-site)	3 weeks	5.5w		
		1	Setup and Configure mobile software			B	
		2	Receive all incoming interface samples to load into mobile device from County			EC	
		3	Setup and Configure all interfaces			B	Interface Documentation
		4	Layout the citation printouts			B	Sample Layouts for Approval
		6	Install mobile software onto County hardware (off-site)			B	
		7	Test solution using County hardware			B	
		8	Create sample interface files for County system(s)			J	
		9	Test sample interface files			J	
		10	Approve sample interface files			EC	
	7		Create ATP Plan	1w			
		1	Build ATP Plan			B	
		2	Approve ATP Plan			EC	
	8		On-Site testing	TBD	6.5w		
		1	Test PDAs and connectivity to server			B	
		2	Test all interfaces for server			B	
		3	Test web-citation entry screen			B	
		4	Test web based reporting			B	
		5	Certify ECS based upon ATP			B	

	9		Training of 'Pilot Users'	3d	7w		
		1	Train officers on Classroom Train-the-Trainer and Field Training			J	
		2	System Administrator Training			J	
		3	Court Training				
	10		Acceptance Testing by County	32d	TBD		
		1	Evaluate Hardware				
		2	Compile and Evaluate hardware observations				
		3	Finalize hardware selection				
		4	Initial Acceptance Test for "go live"				
		5	Initiation of Final Acceptance Period	30d			
	11		Final Acceptance	1d		B	Eagle county sheriff's office signs off on project
	12		Full Rollout of First Phase		TBD		
			Task are TBD				
	13		End of Phase I				Debrief of all project principals

CHANGE MANAGEMENT

Effective communications are essential to the success of this project. Once the SOW has been approved, any changes to the SOW must follow the change process below. The change will only be considered part of the SOW and in-scope when the change document (Appendix III) is executed by both BRAZOS and EAGLE POLICE DEPARTMENT.

Problem Identification

Any problems identified will be reported to Eagle County Project Manager.

Change Initiation

All changes must be requested using the approved Change Request document (copy attached).

Change Validation

Change requests must be authorized by the Eagle County Project Manager and validated by the Brazos Technology Project Manager.

Impact Estimation

A thorough review of the potential impact of any change must be conducted by Brazos Technology Staff and presented to the Eagle County Project Manager before any change is initiated.

Implementation

The implementation of any changes shall follow the order and method described on the appropriate Change Request document.

Approvals and Acceptance

All Changes shall be authorized by the Eagle County Project Manager prior to initiation. The Eagle County Project Manager must also sign-off on the acceptance after testing of the prescribed change and prior to actual implementation.

PROJECT MANAGEMENT

Brazos Team

Project Manager – Janet Huff

As Project Manager, Janet Huff will be responsible for establishing and administering controls to ensure the quality of deliverables are acceptable to EAGLE POLICE DEPARTMENT, monitoring project activities to ensure project schedules are met, and providing monthly Full Status Meetings. Project Manager will be able to authorize changes and will be expected to refer any problems or issues that cannot be resolved by on-site implementation staff to company management.

Technical Lead – Ray Evans

The Technical Lead, will be responsible for design and architecture of the Brazos software

Training Lead – Matt Mentemeier

The Training Lead, will be responsible for ensuring that all EAGLE POLICE DEPARTMENT Personnel specified in this SOW are appropriately trained according to the requirements of their participation in the project.

Eagle County Project Team

Project Manager – Jacob Best

The Project Manager for the Eagle County Project Team will be responsible for establishing and administering controls to ensure the quality of deliverables are acceptable to EAGLE POLICE DEPARTMENT. The Project Manager will also make decisions about any changes to the implementation plan or technical aspects of the system.

Resource – Innovation Technical Manager (Eagle County) – Kevin Kromer

Resource - Innovation Technical Manager (Eagle County) – Amanda Bay

Resource - Innovation Technical Manager (Vail PD) – Ron Braden

Resource – Innovation Technical Manager (Vail PD) – Troy Brown

Resource – Innovation Technical Manager (Avon PD) – Cindy Kershaw

Resource – Department Lead (Eagle County) – Jacob Best

Resource – Department Lead (Eagle County) – Kevin Kromer

Resource – Department Lead (Vail PD) – Irina Litviakou

Resource – Department Lead (Vail PD) – Shannon Heinz

Resource – Department Lead (Avon PD) – Ken Danmen

Resource – Department Lead (Avon PD) – Lacy Chon

Progress Meetings

Communication is crucial to the success of the project. Regular communication between BRAZOS and EAGLE POLICE DEPARTMENT staff are required.

Full Status Meetings

Monthly Reports to EAGLE POLICE DEPARTMENT Staff

- Presented by BRAZOS project manager
- The full status meeting schedule will begin upon acceptance of the SOW
- Status of major activities
- Target dates for completion of remaining tasks
- Potential delays in reaching target dates and the basis for those delays
- Proposed revisions to the overall work schedule – if any

Progress Meetings

Bi-weekly In Writing – prepared by Brazos' Project Manager

- Recap of previous period's work
- Preview of next period's tasks
- Status of major activities
- Target dates for completion of remaining tasks
- Potential delays in reaching target dates and the basis for those delays
- Proposed revisions to the overall work schedule – if any

Communication Plan

- The purpose of the Communication Plan is to define and document on-going communication commitments between BRAZOS and EAGLE COUNTY PROJECT TEAM. The Project Manager will provide a contact list to BRAZOS for each agency representative for direct communications with that respective agency. These individuals will be responsible for department policy, budget and overall strategic direction of the project.
- **Janet Huff** as BRAZOS Manager, will create, maintain and distribute a contact list for all Project Team members. This list will be distributed to all Team members as required or requested via email and will include phone extension, cell number, email addresses, etc. of all BRAZOS Project Team members, EAGLE POLICE DEPARTMENT Project Team members as applicable.

Appendix I – Change Order Form

This form will be used to communicate any requested changes to this document and will be executed by both EAGLE POLICE DEPARTMENT and BRAZOS. Once executed, the change will be considered part of the SOW.

Change Request ID:		Date:	
Change Description:			
Change Goals:			
<input type="checkbox"/> Upgrade <input type="checkbox"/> Bug Fix <input type="checkbox"/> Maintenance <input type="checkbox"/> Problem Fix <input type="checkbox"/> Performance Improvement <input type="checkbox"/> Other			
Systems Involved:	Business Units Impacted:	Office Locations Impacted:	
Priority:	Risk:	Outage Window:	
<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	Start Time: _____ End Time: _____	
Target Install Date:	Estimated Costs:		
Steps: Select all required planning steps and track by status:			
<input type="checkbox"/> Change Specifications	<input type="checkbox"/> Pending	<input type="checkbox"/> In Progress	<input type="checkbox"/> Completed
<input type="checkbox"/> Technical Design	<input type="checkbox"/> Pending	<input type="checkbox"/> In Progress	<input type="checkbox"/> Completed



<input type="checkbox"/> Change Testing	<input type="checkbox"/> Pending	<input type="checkbox"/> In Progress	<input type="checkbox"/> Completed
<input type="checkbox"/> End-User Communication	<input type="checkbox"/> Pending	<input type="checkbox"/> In Progress	<input type="checkbox"/> Completed
<input type="checkbox"/> Approvals	<input type="checkbox"/> Pending	<input type="checkbox"/> In Progress	<input type="checkbox"/> Completed

EXHIBIT B
LICENSE AND FEES

I. Covered Sites

This Agreement covers the following Licensee sites:

- Eagle Police Department
- Eagle County Court
- Eagle Municipal Court

II. Software and Configuration

Two (2) RunIT software license for PDA \$ 1,950 USD

Software Includes:

- Unlimited number of logins to the PDA
- eCitation
- eCrash
- eTow
- One-Year of Software Maintenance
- One-Year of Software Support

Configuration/Installation Fee \$ 7,500 USD

Configuration Includes:

- Customized PDA/Web screen layouts
- Customized citation receipt for defendant
- Customized citation report for court and PD
- Integration with County Court System

Extended Training \$ 2,500 USD



2 days of on-site training of officers

1 day of administrator training

Classroom and practical training

III. Maintenance Fees

Maintenance Services for the applications and configuration listed in Section II of this Exhibit, will be included in the Software cost for the first year of this Agreement. This fee will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

For the first Renewal Term, the Maintenance Fees shall be:

- | | |
|---|-------------------------|
| • eCitation, hosting, maintenance and support | \$250 per year/each PDA |
| • Interfaces | \$1,000 per year/each |

Thereafter, fees for Maintenance Services may not be increased more than 3 % per year for the first three years, in accordance with the terms of the Agreement

EXHIBIT C
MAINTENANCE AGREEMENT

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

 - 3.2 provide telephone support during our established support hours;

 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

 - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle



policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.
6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.



EXHIBIT C
SCHEDULE 1

Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation County provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 30% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	99%-76%	Remedial action will be taken at no additional cost to Client.
100%	75% - 65%	Remedial action will be taken at no additional cost to Client. 15% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<65%	Remedial action will be taken at no additional cost to Client. 30% credit of fee for affected billing cycle will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.

EXHIBIT C
SCHEDULE 2

SUPPORT CALL PROCESS

Local Government Division Support Call Process

Products Covered

Incode		
Incode Financials	Incode CIS/CRM	Incode Court Case Management
Incode Tyler Public Safety		
Eagle		
Eagle Recording	Eagle Tax (Assessor/Treasurer)	Tyler Content Manager
Other		
Energov	Infinite Visions	

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group. Email will be used for responses.
- (3) On-line submission – for less urgent and project-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (4) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to support one another, share best practices and resources, and access documentation.

During the Implementation to Support handoff meeting, at the conclusion of the client’s project, Tyler representatives will provide the most current toll-free telephone number and email address for submitting support incidents, based on the software licensed.

Support Availability

Our established software support hours are Monday through Friday from 7:00 AM – 7:00 PM Central Time.

Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

The hours and holiday schedule set forth above does not apply to users of Tyler Public Safety, who have 24/7/365 access to software support personnel for critical issues. Each incident will be billed at the hourly

rate and minimum charges, according to the terms of our then-current Tyler Public Safety 24/7/365 Support document. Our current Tyler Public Safety 24/7/365 Support document is provided below.

Issue Handling

Incident Tracking

When a support incident cannot be resolved during its initiation, the client receives an incident tracking number for that issue. The incident tracking number is used to track and reference open issues when clients contact support.

Incident Escalation

Tyler's software support consists of four levels of personnel:

- (1) Software Support Analysts – front-line representatives
- (2) Software Support Advisors – more senior in their support role, the Advisors assist Software Support Analysts and take on escalated issues
- (3) Software Support Team Leads – responsible for the day-to-day supervision of Analysts and Advisors and may assist in incident escalations
- (4) Software Support Managers – responsible for the management of support teams for either a single product or a product group

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – by logging into the client incident portal and referencing the appropriate incident tracking number, clients can modify the priority of an issue.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the below chart. The goal of this structure is to clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
1	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Hot Fix – Emergency patch to software as soon as possible
2	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedures within five (5) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Regularly-scheduled patch
3	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.	Next Release – Scheduled for the next major release

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
4	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents within two version release cycles and a cosmetic or other support incident that does not qualify as any other Priority Level incident with a future version release.	Future release – not scheduled; reviewed at next planning stage

Hardware and Other Systems

If in the process of diagnosing a software support issue it is discovered that a peripheral system or its software is the cause of the issue, Tyler will notify the client so that the client may contact the support agency for that peripheral system. Tyler cannot support or maintain third-party software or hardware.

In order for Tyler to provide the highest level of software support, the client bears the following responsibility related to hardware and software:

- (1) All infrastructure executing Tyler software shall be managed by the client.
- (2) Support contracts for all third-party software (ex: operating systems, database management systems) associated with Tyler software shall be maintained. Tyler does not support these third-party products.
- (3) Daily database backups must be performed; client shall verify the backups are successful.

Tyler Public Safety 24/7 Support

Overview

The purpose of Tyler Public Safety (TPS) 24/7 Support is to provide Tyler Public Safety clients with after-hours support for only critical Public Safety software issues. Support is considered to be after-hours if an incident is reported before 7:00 AM or after 7:00 PM (Central) on normal business days, or any time on weekends and holidays. Calls received outside normal support hours are routed to an answering service equipped to record information regarding the incident. The call center contacts Tyler Public Safety Support personnel via telephone and email with instructions for client call back. The Tyler staff handling the issue contacts the reporting client to troubleshoot the issue through to resolution, calling on second-level resources if necessary to address solutions or conflicts.

Pricing

If, after contacting the client, the Tyler staff determines the incident to be an issue with the client's hardware or non-TPS software, the client will be billed \$250.00/hour, with a one-hour minimum. If the issue is determined to be a fault of the Tyler software, the customer will not be billed. Clients are encouraged to first contact their own IT personnel to diagnose the issue and avoid a charge.

Process

Personnel involved in Tyler Public Safety 24/7 Support have domain knowledge and skills to resolve critical issues. They include:

- (1) Primary on-call contact
- (2) Secondary on-call contact
- (3) Extended support team staff – utilized in the event additional resources or domain experience, such as development expertise, is required. Development resources will be utilized after hours only if the supported system is completely down due to a programmatic issue. All other development issues will be reported to development and worked on the following business day.

Figure 1 – Contact Flow illustrates the following:

- (1) Outside published support hours, client calls the toll-free telephone number provided during the Implementation to Support Handoff meeting
- (2) Call is auto-routed to an answering service; answering service personnel gather requisite information about the incident
- (3) Answering service staff calls the primary on-call contact; answering service staff calls the secondary on-call contact if unable to speak with the primary on-call contact or other backup staff
- (4) Answering service staff submits issue to a group email, resulting in the creation of an incident in Tyler's incident tracking system

Services Provided

Support services consist of diagnosis and resolution of catastrophic systemic issues that cause failure of live Tyler Public Safety software. The client site must be able to provide Tyler access to all servers involved with the TPS software, application server, and SQL Server. Access to the module with the issue is also required.

Supported issues include:

- Inability to run CAD
- Inability to create or close calls in the CAD screen
- Inability to activate officers in dispatch
- Inability to assign officers to a call in the Dispatch screen
- Inability to change the status of calls in the Dispatch screen
- Inability of all users to log into Mobile CAD
- Inability of all users to run NCIC queries (if applicable)
- Inability to use the RMS system
- Inability of all mobile users to access Mobile RMS
- Inability of all mobile users to access Mobile Citations

Non Supported issues include:

- One user or one workstation cannot get in software (unless this is a dispatch station in dispatch)
- One user cannot get into CAD or get NCIC returns
- Password issues
- Easy Street Draw, Scene PD, Smart Roads (non-TPS Software)
- Inability to print from a specific workstation or user, or inability to print a specific incident, arrest number, etc.
- Issues related to NetMotion (used for Mobile CAD VPN), Citrix, or Terminal Server, used for Mobile RMS and Mobile Citations. (These are not Tyler Products – we can assist with troubleshooting issues with these, but it will be billable time).

Figure 1 – Contact Flow

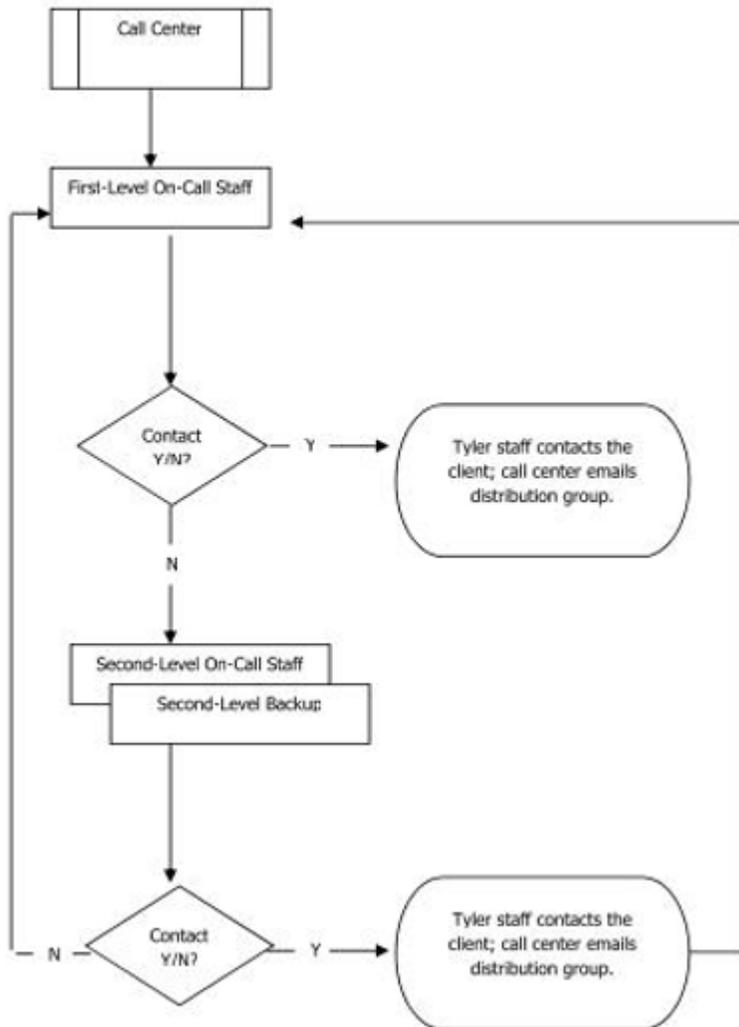


EXHIBIT D
INSURANCE CERTIFICATE

This Exhibit D is provided for informational purposes only. Subject to the terms of Paragraph 8.2(iii) of the Agreement, Tyler reserves the right to cancel or adjust policies and coverages at any time and in its sole discretion.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT E

This Attachment is hereby made a part of the Agreement to which it is attached (the "Agreement"). In the event of a conflict between this Attachment and the Agreement this Attachment shall prevail.

A. As used in this Attachment, the following words or phrases shall have the following meanings:

1. Vendor means Tyler Technologies, Inc.
2. Town means the Town of Eagle, Colorado, a municipal corporation.
3. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
4. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

B. The Vendor shall not:

Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or

Enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. The Vendor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Vendor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Vendor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Vendor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

D. If the Vendor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Vendor shall:

1. Notify the subcontractor and the Town within three (3) days that the Vendor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (1) of this paragraph (D) the subcontractor does not stop employing or contracting with the illegal alien, except that the Vendor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Vendor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in Section 8-17.5-101 *et seq.*, C.R.S.

F. If Vendor violates this Attachment, the Town may terminate the Agreement for breach of the contract. If so terminated, the Vendor may be liable to the Town for actual, direct damages, subject to Paragraph 11.2 of the Agreement.



Town of Eagle Police Department

January 15, 2016

Town of Eagle Town Board of Trustees
200 Broadway
Eagle, CO 81631

RE: Electronic Citation Hardware and Software Agreement- Tyler Technologies, Inc.

Dear Town Board of Trustees,

The Town of Vail and the Eagle County Sheriff's Department received grant funding for the use of electronic citation hardware, applicable software, maintenance and support in an effort to increase efficiency and effectiveness with police operations. Due to the funding received, the Town of Avon, Town of Basalt and the Town of Eagle were invited to participate in the grant process in order to evaluate the technology with a goal of all Eagle County law enforcement organizations utilizing the same platform technology.

In 2015, Brazos Technology Corporation was chosen as the vendor. The Eagle County Sheriff's Department, Town of Vail and Town of Avon subsequently entered into agreements. Due to a Brazos Technology clerical error, the proposed contract for the Town of Eagle was inadvertently sent to the Sheriff's Department. As this issue was being addressed, Brazos Technology Corporation was acquired by Tyler Technologies, Inc. Tyler Technologies revised the contract and the Town of Eagle had been working diligently to align the contract with the provisions set forth with our partner communities. The process was delayed as the Town of Eagle required addendums to be added to the Tyler Technologies proposed contract. The contract has been revised and approved with our legal advisor.

Upon execution of our contract with Tyler Technologies, the grant for evaluating this technology will pay all software, configuration, support, maintenance and training for 2016. The initial set-up costs covered by the grant total \$11,950 for the Town of Eagle. The Town of Eagle will be provided with two (2) electronic citation machines with software licenses and applications for summonses, accident forms, traffic citations, parking infractions, animal control ordinances, warning letters, warning advisements, towing and other software to aid with investigative duties. The information may be quickly downloaded into our current court software and securely shared with other agencies.

The technology will be evaluated in 2016 by members of the Eagle Police Department in order to determine applicability, efficiency and cost. Tyler Technologies has provided the Eagle Police Department with a list of objectives (please note page 19) which will be focus items in our evaluation.

The Town of Eagle will incur no cost in 2016 if it is determined that the technology is not reasonably applicable for the Town of Eagle Police Department. As the grant has paid for all associated costs for the set-up and initial annual term of use, if the Eagle Police Department elects to terminate the agreement prior to the end of October 2016, it may without cost or further obligation. Jake Best (Eagle County Sheriff's Office and Eagle County Project Manager) will absorb the hardware, if this option is elected.

On or before October 1, 2016 (pending successful testing and evaluation of the associated hardware, software and support) the Town of Eagle Police Department, upon approval from the Town Manager, may elect to keep the electronic citation hardware and execute an agreement with Tyler Technologies for 2017. The proposed costs would be \$2,500.00 (a 3% cap for the initial three years for these annual fees have been specified in the agreement).

Please note that the Eagle County Sheriff's Department have been testing the hardware and software applications for approximately three months. Our department liaison indicated there have been promising results and many deputies have found the electronic citation devices very helpful.

Thank you for your consideration.

Regards,

Joey Staufer

Chief of Police Joey Staufer
Town of Eagle Police Department



The Town of Eagle

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

Meetings:
2nd and 4th Tuesdays

MINUTES
Town Board of Trustees
Tuesday, January 12, 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 Angela Haskins.

PRESENT	STAFF
Yuri Kostick – Mayor	Tom Boni, Town Planner
Anne McKibben, Mayor Pro Tem	Jenny Rakow, Town Clerk
Sarah Baker	Ed Sands, Town Attorney
Kevin Brubeck	Matt Farrar, Assistant Town Planner
Andy Jessen	John Staight, Open Space Coordinator
Luis Benitez	Angie Haskins, Administrative Technician
Doug Seabury	Amy Cassidy, Marketing & Events Director

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.

Mick Daly – With regard to the search for new town manager – Mick stated he is interested in the selection and suggested input from outside the town board. The proposal is to approve committee to be involved with selection process to include 3-4 business community and 3-4 non business citizens who would be allowed to interview the candidates separately from town board and reach own conclusions to provide as input.

Cindy Callicrate 770 Castle Drive. Concern regarding the timeline for finding Town Manager and that qualified candidates will not apply. Would like interim town manager until new board is seated.

John Cook 419 Harrier Circle. This concerns termination and settlement with Mr. Stavney. A suggestion toward regaining trust of groups regarding Open Meetings Act and suggestion and offer to split cost of mediator to review recordings made of the executive session regarding any decisions made to ensure the board complied with the law.

Melanie Richmond 95 Big Safe Ct. – Offered assistance with the search - if citizens can be involved.

PRESENTATIONS

Eagle Police Department Officer Commendation – Chief Staufer

Chief Staufer provided background for commendation of Officer Jeremy Hawkins for his efforts regarding assistance with a citizen.

LIQUOR LICENSE AUTHORITY

Brush Creek Saloon – Renewal Application (Town Clerk and EPD) *(Due to incidences documented by Eagle PD, applicant was requested to appear.)*

Sgt. Toy provided history of contacts made by EPD at Brush Creek and provided information regarding plan to resolve concerns with over service. Sgt. Toy provided update regarding applicant’s cooperation and provided information regarding attempts and plans to address issues cooperatively with applicant to voluntarily participate in the review process. Suggested review will be conducted by EPD staff and Town Clerk. Decision to return to TBOT for review will be made administratively. Updates will be provided.

Ed Sands noted that the Board can set a public hearing to review violations or concerns if it deems necessary. The agenda item tonight is review and update only. Clarified that conditional approval is not being sought, rather the public hearing would need to occur.

Trustee Baker requested statistical data regarding comparisons with similar establishments.

Town Board wanted consideration taken for Brush Creek because there are no other establishments open as late in Eagle.

DISCUSSION, DECISIONS OR DIRECTION REQUESTED

1. MEAC Event Funding – Amy Cassidy *(Request for Board approval of MEAC recommended event funding for 2016)*

Amy Cassidy provided slide presentation, highlighted new events and also outlined MEAC review and proposal process.

MOTION: Trustee Brubeck motioned to accept MEAC’s funding proposal for special events and community requests for 2016. Trustee Jessen seconded. Motion was approved unanimously.

2. Haymeadow Wildlife Fence – John Staight and Scott Schlosser *(Request regarding necessity of wildlife fencing)*

John Staight Open Space Coordinator presented this item. Scott Schlosser representing the property owner was also present. John Staight outlined the request. Current fencing for this property is barbed wire along BLM and haymaker boundary no northern and eastern addressed in the Annexation and Development Agreement. ADA reads to have the fence to delineate property from BLM and keep livestock from entering the property. Scott Schlosser has obtained a grant for wildlife friendly fencing and has since discovered DOW would prefer no fence. Consultants were contacted regarding this proposal and area regarding fence. Timing of the fence requirement is upon final plat, thereby the fence is not required at this time. The agreement going forward would be to reevaluate when timing of the development as it is spelled out in the ADA. Due to circumstances regarding grazing on this portion of BLM, livestock is not using this area, as it is not suitable for grazing as it once was. If that case continues, the fence may be moot, but will be decided at a later time when designated in the ADA. Fencing requirements do affect town Open Space and ultimately the Town would be responsible for fencing out any potential livestock (if there were no fence). Two options are available: Haymeadow can use existing materials and install wildlife friendly fence. Fences do help control pirate trails. In general, waiting for BLM to determine what its intent is for that grazing parcel. Installing new fence should be postponed to determine if it is needed at the time of the ADA. This would allow Scott to return the fencing obtained by the grant to the Department of Wildlife.

Ed Sands stated he has spoken to Abrika's attorney and is staff is looking to update the board regarding the DOW's statement regarding the need for fence in this area and for direction on whether the Town is interested in fencing with the wildlife friendly fence obtained by Abrika.

Planning Department was requested to keep list of subdivision plat and to check in on the fence issue.

Scott asked for a letter from the Town to return the fence to the DOW. Scott also agreed to return the fence with the knowledge that a future board may decide a fence is needed if circumstances change.

There is no timing requiring a fence. At first subdivision plat then a plan should be submitted to the Board.

MOTION: Trustee Baker made a motion to direct town staff to memorialize the agreement with the application the plan under section 9.3 will also including information on the timing of the construction of the fence. Seconded by Mayor Kostick. Motion PASSED. ABSTAIN: Seabury.

3. Resolution 2016-09 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Approving an Agreement with BCP-ARR Water, LLC Concerning Reimbursement of Costs *(Allows the Town to invoice for reimbursable costs related to this action.)*

Attorney Ed Sands this deals with the Frost Creek Development they have asked us to amend the water service agreement and we do anticipate costs associated with that process for water attorney and engineering.

- a. Agreement Concerning Reimbursement of Costs

MOTION: Trustee Motion McKibbin to approve Resolution 2016-09. Seconded by Trustee Seabury. Motion PASSED unanimously.

EXECUTIVE SESSION

MOTION: Mayor Pro Tem motioned to enter into Executive Session pursuant to C.R.S. § 24-6-402(4) (a) to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property. Seconded by Mayor Kostick. Motion PASSED unanimously.

MOTION: Mayor Pro Tem motioned to adjourn from Executive Session and return to the Regular Meeting. Seconded by Seabury. Motion PASSED unanimously. (Kostick was absent and Sarah Baker left for meeting in Gypsum).

CONSENT AGENDA

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

1. Minutes December 8, 2015
2. Bill Paying and Payroll
3. Resolution 2016-01 A Resolution Designated the Place for Posting of Notices of Meetings for the Boards and Commissions of the Town of Eagle *(Annual designation and statutory requirement – no changes from previous years)*
4. Resolution 2016-03 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Appointing Kevin Sharkey Murphy To Serve As Town Representative On The Eagle Recreation Facility Advisory Corporation Board (Formerly held by Tom Gosiorowski and recommended replacement by Tom - approved by Dusty Walls.)
5. RIVER CORRIDOR PLAN Consultant Agreement – S2O Design and Engineering for River Engineering Design, Permitting and Construction Oversight Services for Eagle River Park Instream & Riverbank Improvements (Tasks 4-9) *(Contract included for formal ratification/approval. This was a budgeted item and previously executed.)*
6. RIVER CORRIDOR PLAN Construction Contract – studioINSITE LLC Design for Eagle Riverfront Park *(Contract included for formal ratification/approval. This was a budgeted item and approved in concept at December meeting.)*
7. RIVER CORRIDOR PLAN Landscape Architectural Services – studioINSITE LLC Architectural Basic Services for Eagle Riverfront Park Concept *(Contract included for formal ratification/approval. This was a budgeted item.)*

MOTION: Trustee Jessen motioned to approve items 1-7 on the Consent Agenda. Trustee Seabury seconded. Motion PASSED unanimously. McKibbin abstained from approving the Minutes.

RIVER CORRIDOR PLAN CONTRACTS

1. Resolution 2016 10 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Consultant Agreement Between The Town And S2o Design Engineering, Inc. For The Purpose of Assisting the Town in the Design of the Eagle Valley Trail Connection *(Contract for work Trail connection between Chambers Park, River Park and Riverbank Improvements.)*
 - a. Consultant Agreement – S2O Design and Engineering Inc. for Design Serves for the Eagle Valley Trail

Tom Boni noted that the items in Consent Agenda were previously approved and these contracts are for trail connection chambers park and the second contract to design a wall.

MOTION: Trustee Seabury motioned to approve Resolution 2016-10 and 2016-11. Trustee Jessen seconded. Motioned PASSED unanimously. (Kostick and Baker absent)

2. Resolution 2016 11 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Consultant Agreement Between The Town And Ground Engineering Consultants, Inc. For The Purpose of Assisting the Town with the Proposed Chambers Park Trail (*Contract for work Trail connection between Chambers Park, River Park and Riverbank Improvements.*)

a. Consultant Agreement – Ground Engineering Consultants for Subsurface Exploration and a Geotechnical Report Concerning the Proposed Chambers Park Trail

LAND USE

1	<p>John Poukish - Pre Annexation Discussion (Tom Boni)</p> <p>Tom Boni presented this item and an overview. Mr. Poukish owns 31 acres of land north of Town off of Eby Creek Road. He has had discussions with Town staff looking towards annexing to Town of Eagle. Before we got too far into discussions it was decided to have Mr. Poukish present his preliminary idea to the Town Board to possibly enter into a pre-annexation agreement prior to expending efforts on design and engineering work.</p> <p>Mr. Poukish presented his proposed plan, which included parking, trails, proposed transfer tax, housing geared towards working families. This was an effort to address affordable housing in close proximity to established business. Ed Sands noted this parcel was turned down previously. Mr. Poukish this is a different proposal – the previous issue was a water agreement with the Kummer property and out of town service agreement that ended the deal. The parcel is the same 31 acres. Mr. Poukish noted his company specializes in work force housing.</p> <p>The Board encouraged Mr. Poukish to return with a refined proposal including cost benefit information for the Board to consider.</p>										
2	<p>Resolution 2106-04 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Adopting An Amendment To The Annexation Plan For The Town Of Eagle, Colorado. (<i>Three Mile Plan attached</i>)</p> <p>MOTION: Trustee Baker motioned to approve Resolution 2016-04. Trustee Grimmer seconded. Motion PASSED unanimously.</p>										
3	<table border="1"> <tr> <td data-bbox="240 1619 451 1654">Project:</td> <td data-bbox="451 1619 1487 1654">Highway Six Annexation</td> </tr> <tr> <td data-bbox="240 1654 451 1690">File #:</td> <td data-bbox="451 1654 1487 1690">AN15-01</td> </tr> <tr> <td data-bbox="240 1690 451 1726">Applicant:</td> <td data-bbox="451 1690 1487 1726">Town of Eagle</td> </tr> <tr> <td data-bbox="240 1726 451 1761">Location:</td> <td data-bbox="451 1726 1487 1761">Highway Six</td> </tr> <tr> <td data-bbox="240 1761 451 1829">Staff contact</td> <td data-bbox="451 1761 1487 1829">Tom Boni (Town Planner)</td> </tr> </table>	Project:	Highway Six Annexation	File #:	AN15-01	Applicant:	Town of Eagle	Location:	Highway Six	Staff contact	Tom Boni (Town Planner)
Project:	Highway Six Annexation										
File #:	AN15-01										
Applicant:	Town of Eagle										
Location:	Highway Six										
Staff contact	Tom Boni (Town Planner)										
	<p>Attorney Ed Sands briefed the Town Board on the annexation process and the unique annexation for Highway Six.</p>										

Mayor Pro Tem opened this item for public comment. There was no public comment.

Trustee Baker inquired about specific title commitments obtained from CDOT for each individual parcel that crosses private landowners. Ed Sands noted his agreement that securing these commitments would be advised prior to annexation.

- a. Resolution 2016 05 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation A To The Town Of Eagle, Colorado.
- b. Resolution 2016 06 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation B To The Town Of Eagle, Colorado.
- c. Resolution 2106 07 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation C To The Town Of Eagle, Colorado.
- d. Resolution 2016 08 A Resolution Concerning The Annexation Of Certain Property Mapped As The As The Highway 6 Annexation D To The Town Of Eagle, Colorado.
- e. Ordinance 2016 01 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation A To The Town Of Eagle, Colorado.
- f. Ordinance 2016 02 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation B To The Town Of Eagle, Colorado.
- g. Ordinance 2016 03 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation C To The Town Of Eagle, Colorado.
- h. Ordinance 2016 04 An Ordinance Of The Town Of Eagle, Colorado, Annexing Certain Territory To Be Known As The Highway 6 Annexation D To The Town Of Eagle, Colorado.

MOTION: Trustee Baker motioned to continue File #AN 15-01 Highway Six Annexation to the next scheduled meeting on January 26, 2016. Trustee Seabury seconded. Motion PASSED unanimously.

4	Project:	Second Street Suites Hotel
	File #:	DR15-05
	Applicant:	Daniel Ritsch (Wall Street Family Partners, LLC)
	Location:	120 Second Street & 214 Wall Street
	Staff Contact:	Tom Boni (Town Planner)
	Request:	Major Development Plan review of a 23-unit boutique hotel.
	<p>Mayor Pro Tem McKibbin opened this item for public comment. There was no public comment.</p> <p>MOTION: Trustee Baker motioned to continue File# DR15-05 to January 26, 2016. Trustee Jessen seconded. Motion PASSED unanimously.</p>	
5	Project:	Second Street Suites Hotel
	File #:	MS15-02

Applicant:	Daniel Ritsch (Wall Street Family Partners, LLC)
Location:	120 Second Street & 214 Wall Street
Staff Contact:	Tom Boni (Town Planner)
Request:	Minor Subdivision to consolidate two tax lots into one larger lot.
Mayor Pro Tem McKibbin opened this item for public comment. There was no public comment.	
MOTION: Trustee Brubeck motioned to continue File# MS15-02 to January 26, 2016. Trustee Jessen seconded. Motion PASSED unanimously. (Mayor Kostick returned to meeting at 9:06 p.m.)	

DISCUSSION ITEMS

1. Ballot Initiative Update – Tom Boni and Matt Farrar

Tom Boni and Matt Farrar reviewed their staff reports regarding park cost estimates, financing mechanisms, finance options and economic benefits. Specific examples were used from Colorado towns and conversation and meetings previously had with them to ascertain answers and data.

On January 26, 2016 there will be a public meeting for input on river park design and to address financing questions for voters. This meeting will be at the Brush Creek Pavilion on the 26th at 6:00 p.m.

Andy Jessen stated his interest in forming a support committee for the project.

Matt Solomon from 713 Bull Run stated his support of the river park and corridor plan, but does not support the sales tax option as he believes it will negatively affect businesses. Urged alternatives for funding and more information on sales tax and costs.

2. Election Update – Jenny Rakow

Staff memo was provided in packets.

3. Town Manager Search Update – Jenny Rakow

Consultant has requested additional board members to participate on the hiring committee. The following volunteered to be on the committee: McKibbin, Seabury, Kostick and Baker. Additional discussion regarding citizen and/or community involvement with the selection process will be communicated to the consultant for consideration.

With regard to timeline Trustee Baker stated finding the right candidate with the process we have is the focus, it may happen before the election or it may not, but the intent and goal to hire the right person over any timeline.

Ed Sands provided information on a Town Manager contracts, the process for hiring and the statutory officer appointment process as it relates to the Town Manager. Statute is written that the office automatically becomes vacant with the election of the new board. The appointment must then occur within 30 days after the election. Ultimately when the offer is made, the contract the next Town Manager provides will have to address the Statutory limits.

PARTNER/STAFF UPDATES AND CORRESPONDENCE – NO ACTION

1. Eagle Information Center *(Reports from Manager on Referrals, Revenue and Visitor Numbers for last quarter 2015.)*

FUTURE AGENDA ITEMS/BOARD COMMENTS

Trustee Baker would like the school zone light at Brush Creek Elementary looked into. Kevin Sharkey stated he will check into the timing.

Trustee McKibbin stated she plans to attend the CML conference in Denver on January 29th and invited other board members.

Mayor Kostick announced that he will not seek reelection in April as he wishes to focus on his family and business.

ADJOURN

MOTION: Trustee Baker motioned to adjourn at 10:35 p.m. Trustee Seabury seconded. Motion PASSED unanimously.

Date

Yuri Kostick, Mayor

Jenny Rakow, CMC Town Clerk



The Town of Eagle

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

Meetings:
2nd and 4th Tuesdays

CERTIFICATE OF RECOMMENDATION

TO: Board of Trustees
FROM: Department of Community Development
DATE: Tuesday, January 26, 2016
PROJECT NAME: Highway 6 Annexation
FILE NUMBER: AN15-01
APPLICANT: Colorado Department of Transportation by Joshua Laipply
STAFF CONTACT: Tom Boni, Town Planner

APPLICABLE SECTION(S) OF MUNICIPAL CODE:

Section 4.15.01 (Annexation)

PUBLIC COMMENT:

1. Numerous phone calls regarding potential benefits including water and sewer service. Also concerns with maintenance of roadway.
2. E-mail from Gary Feucht

ATTACHMENTS: Annexation Map

REQUEST:

Annexation extending Highway 6 approximately 3,200 feet further to the west of its existing terminus at the western edge of the Town of Eagle Wastewater Treatment Plant. This is a necessary step in order to accomplish the ‘Devolution’ of Highway 6 from the Eby Creek Roundabout to the Gypsum Interstate Roundabout.

DISCUSSION:

At your last hearing on January 12, the Trustees continues this file to ascertain ownership of the land to be annexed.

DEVELOPMENT PERMIT REVIEW STANDARDS (SECTION 4.06)

- a. 1/6 Contiguity with Town Boundaries
- b. Community of Interest with the Town
- c. Urban context
- d. Integrated with Town or capable being integrated
- e. Written consent of landowners
- f. No other annexation application has been filed to another municipality
- g. No detachment of area from School District
- h. No extension of municipal boundaries greater than three miles in one year

TOWN OF EAGLE GOALS, POLICIES AND PLANS

The Town's goals policies plans relevant to this annexation application are contained in Chapter 7 of the Eagle Area Community Plan entitled Transportation, Mobility and Circulation. The first goal of this Chapter states "The Eagle Planning Area is served by an efficient, interconnected and accessible system of roadways, bicycle paths and sidewalks". One of the recommendations under this goal is to "Allow flexible street design standards to promote efficiency and connectivity". The annexation of this portion of Highway 6 facilitates the devolution of Highway 6 between Eagle and Gypsum. Becoming a local roadway allows the Town of Eagle to design improvements for the road that allow incremental growth in the capacity not available under the jurisdiction of the State. It will allow more flexibility in design solutions and a more efficient expenditure of funds to accommodate growth in accord with the Eagle Area Community Plan.

BOARD OF TRUSTEES

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

CERTIFICATE OF OWNERSHIP-ANNEXATION A

We, _____, the owners of 100 percent of the following described property, excluding any public streets and alleys, to-wit: A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to the True Point of Beginning, being point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence N08°29'47"W 119.21' feet to a point on the northerly right of way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence S62°15'32"W 303.05 feet to a point on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way S85°22'01"E 286.80 feet to the POINT of BEGINNING, said parcel containing 0.392 acres more or less.

The above described parcel of land has a perimeter of 709.06 feet of which 119.21 feet (16.81%) is contiguous with the present boundary of the Town of Eagle, according to the plot of the Waste Water Treatment Facility Annexation recorded in Book 703 at Page 912 as Document No. 599898 and have by these presents laid out and platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION A to the Town of Eagle, County of Eagle, State of Colorado.

EXECUTED this _____ day of _____, 2016.

Owners: State of Colorado
4201 East Arkansas
Denver, CO

STATE OF COLORADO)
COUNTY OF EAGLE) SS

The foregoing certificate was acknowledged before me this _____ day of _____, 2016, by _____

Witness my hand and official seal _____

My commission expires: _____

Notary Public

CERTIFICATE OF OWNERSHIP-ANNEXATION C

We, _____, the owners of 100 percent of the following described property, excluding any public streets and alleys, to-wit:

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, thence S89°18'50"E 838.80 feet to a point on the southerly Right of Way of State Highway 6, monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S04°47'26"W 49.14 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S81°58'33"E 502.99 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S82°57'37"W 238.22 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 2940.00 feet, a delta of 11°32'53", an arc length of 592.57 feet, a tangent of 297.29 feet and a chord which bears S88°44'04"E 591.56 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N41°19'56"W 24.55 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N85°22'01"E 114.44 feet to the POINT of BEGINNING, said parcel containing 2.878 acres more or less.

The above described parcel of land has a perimeter of 2990.79 feet of which 606.00 feet (20.26%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out and platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION C to the Town of Eagle, County of Eagle, State of Colorado.

EXECUTED this _____ day of _____, 2016.

Owners: State of Colorado
4201 East Arkansas
Denver, CO

STATE OF COLORADO)
COUNTY OF EAGLE) SS

The foregoing certificate was acknowledged before me this _____ day of _____, 2016, by _____

Witness my hand and official seal _____

My commission expires: _____

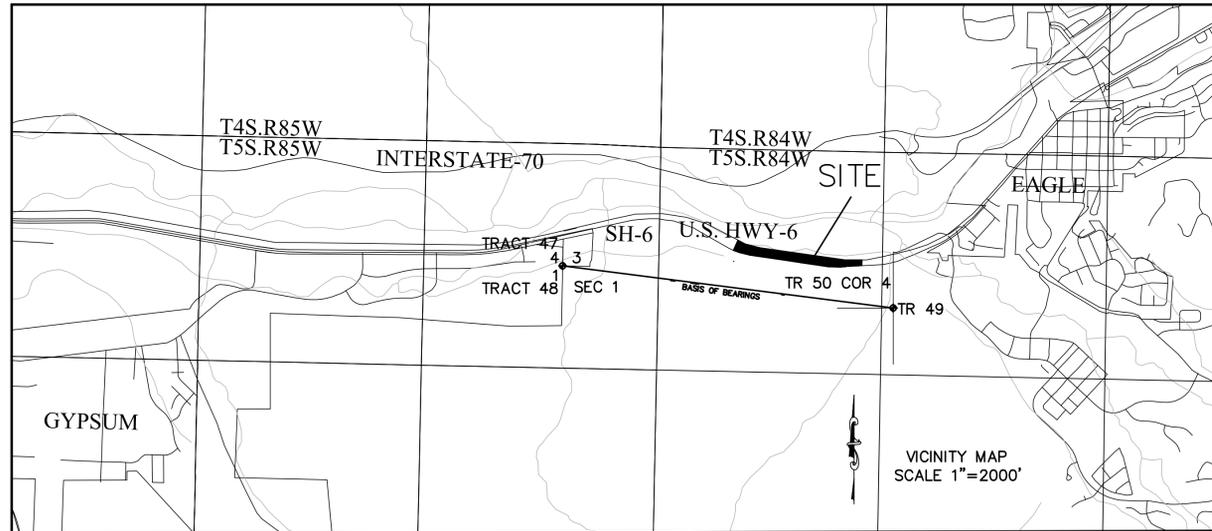
Notary Public

NOTES

- 1. The purpose of this Annexation Plat is to annex a portion of State Highway 6 into the Town of Eagle, Colorado.
2. Date of Survey: October 2015.
3. Basis of Bearings are based on a point monumented by 4.5" diameter Brass Cap Marking Corner 3, Tract 46A, Corner 4, Tract 47, and Corner 1, Tract 48 said point situated in Township 5 South, Range 84 West and a point monumented by a 2" diameter Brass Cap, LS 4551 set in concrete marking Corner 4 of Tract 50, said point situated in Township 5 South, Range 84 West with the bearing being S 82°46'15" E 7861.51 feet as monumented and shown hereon Sheet 2 of 3 and Sheet 3 of 3. All bearings heron are relative thereon.

NOTICE: 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 shown hereon.

ANNEXATION PLAT
STATE HIGHWAY 6 ANNEXATION TO THE TOWN OF EAGLE
A PORTION OF STATE HIGHWAY 6
LOCATED IN TRACT 50, 51 AND SECTION 6,
TOWNSHIP 5 SOUTH, RANGE 84 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO



BOARD OF TRUSTEES CERTIFICATE
(Annexation Plat)

The Board of Trustees of the Town of Eagle, Colorado, by Resolution Number _____, duly adopted on the _____ day of _____, 2016, found and determined that annexation of the property designated herein complies with the requirements contained in Article 12, Title 31, C.R.S., as amended, and that said property is eligible for annexation to the Town of Eagle.

The Board of Trustees of the Town of Eagle, Colorado, by Ordinance Number _____, duly adopted on the _____ day of _____, 2016, did annex the property herein described to the Town of Eagle, Colorado.

Mayor

ATTEST:

Town Clerk

SURVEYORS CERTIFICATE
(Annexation Plat)

I, Randall P. Kipp, a Registered Land Surveyor licensed in the State of Colorado, do hereby certify that this survey was made under my direct supervision, and that the information hereon is correct to the best of my knowledge and belief, and that no less than one-sixth (1/6) of the perimeter of the area as shown hereon is contiguous with the existing boundaries of the Town of Eagle, Colorado. I further certify that the external boundaries of the property shown on this plat have been monumented on the ground in accordance with Section 3.13.010(g) of the Eagle Municipal Code.

EXECUTED this _____ day of _____, 2016.

Randall P. Kipp
Colorado Registered Land Surveyor No. 38079

TITLE CERTIFICATE

_____ does hereby certify that it has examined the title to all lands shown upon this plat and that title to such lands is vested in the above mentioned parcels, free and clear of all liens, taxes, and encumbrances, except as follows:

Blank lines for recording title exceptions.

EXECUTED this _____ day of _____, 2016.

Title Examiner

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 this _____ day of _____, 2016, and is duly recorded in Book _____ at Page _____, as Document No. _____.

Eagle County Clerk and Recorder

By: _____
Deputy

CERTIFICATE OF OWNERSHIP-ANNEXATION B

We, _____, the owners of 100 percent of the following described property, excluding any public streets and alleys, to-wit:

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N62°15'32"E 303.05 feet to a point on the northerly Right of Way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said northerly Right of Way on a curve to the right, having a radius of 7840.00 feet, a delta of 2°57'30", an arc length of 394.48 feet, a tangent of 197.29 feet and a chord which bears S82°42'37"W 394.44 feet, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 9°41'38", an arc length of 476.27 feet, a tangent of 238.70 feet and a chord which bears N89°39'42"W 475.70 feet, thence S81°05'34"E 606.00 feet to the POINT of BEGINNING, said parcel containing 0.883 acres more or less.

The above described parcel of land has a perimeter of 1779.83 feet of which 303.08 feet (17.03%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out and platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION B to the Town of Eagle, County of Eagle, State of Colorado.

EXECUTED this _____ day of _____, 2016.

Owners: State of Colorado
4201 East Arkansas
Denver, CO

STATE OF COLORADO)
COUNTY OF EAGLE) SS

The foregoing certificate was acknowledged before me this _____ day of _____, 2016, by _____

Witness my hand and official seal _____

My commission expires: _____

Notary Public

CERTIFICATE OF OWNERSHIP-ANNEXATION D

We, _____, the owners of 100 percent of the following described property, excluding any public streets and alleys, to-wit:

A parcel of land situated in Tract 51, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, the True of Beginning, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 1°51'15", an arc length of 91.10 feet, a tangent of 45.55 feet and a chord which bears N83°53'15"W 91.10 feet, thence continuing along said northerly Right of Way N82°57'37"W 238.22 feet to a point, thence continuing along said northerly Right of Way N81°58'33"W 502.99 feet to a point, thence continuing along said northerly Right of Way N82°08'33"W 900.95 feet to a point, thence continuing along said northerly Right of Way on a curve to the right, having a radius of 1860.00 feet, a delta of 15°22'38", an arc length of 499.19 feet, a tangent of 251.10 feet and a chord which bears N74°27'14"W 497.69 feet, thence S23°14'05"W 105.00 feet to a 3.25" diameter brass cap set in a concrete cone on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way on a curve to the left, having a radius of 1964.55 feet, a delta of 15°59'42", an arc length of 546.66 feet, a tangent of 276.01 feet and a chord which bears S74°50'08"E 548.44 feet to a point, thence S82°24'53"E 879.80 feet to a point, monumented by a 3.25" diameter brass cap set in a concrete cone, thence N89°18'50"E 838.80 feet to the POINT of BEGINNING, said parcel containing 4.255 acres more or less.

The above described parcel of land has a perimeter of 4604.48 feet of which 838.80 feet (18.22%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out and platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION D to the Town of Eagle, County of Eagle, State of Colorado.

EXECUTED this _____ day of _____, 2016.

Owners: State of Colorado
4201 East Arkansas
Denver, CO

STATE OF COLORADO)
COUNTY OF EAGLE) SS

The foregoing certificate was acknowledged before me this _____ day of _____, 2016, by _____

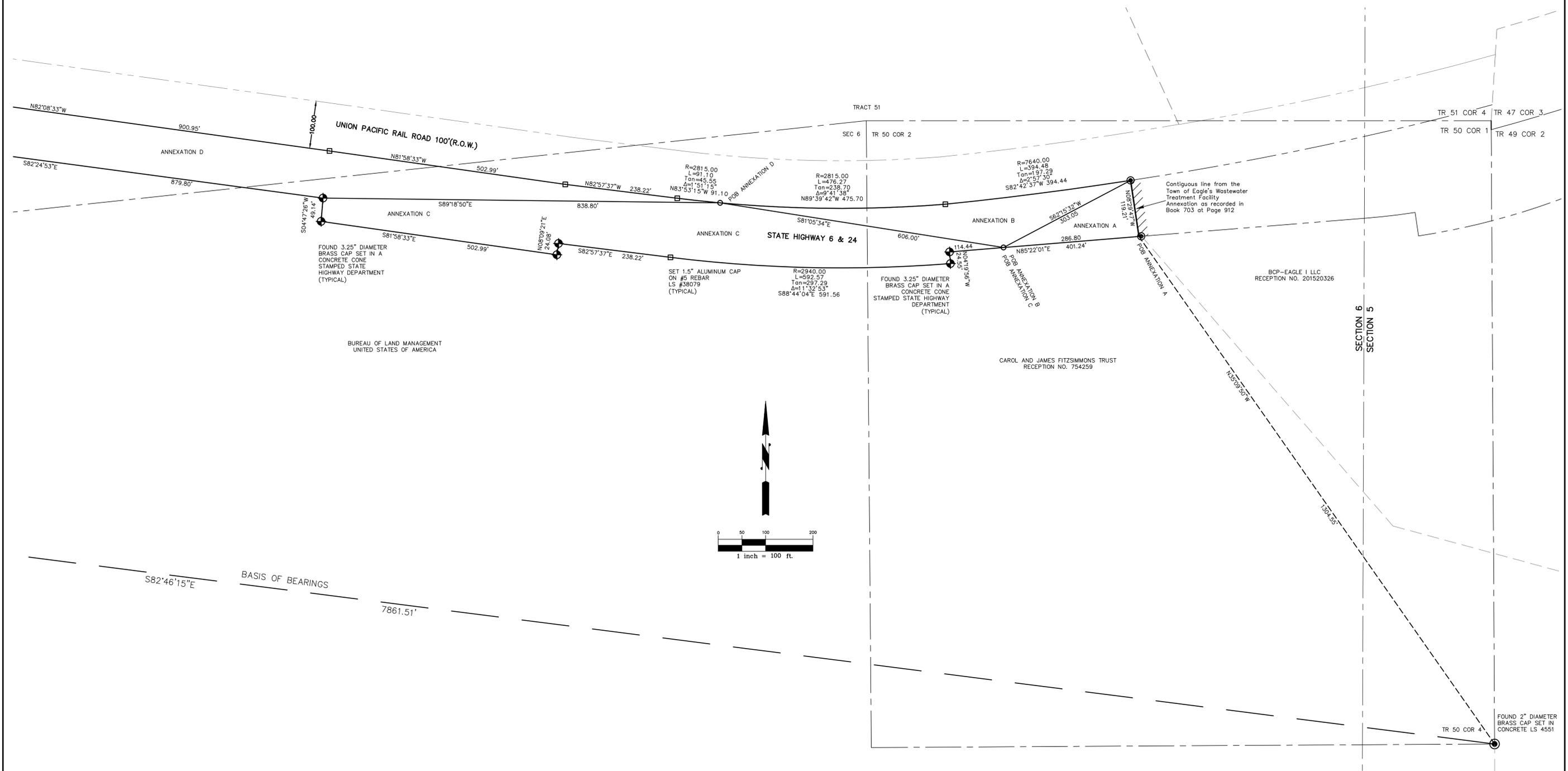
Witness my hand and official seal _____

My commission expires: _____

Notary Public

Table with 2 columns: ANNEXATION PLAT information (Job No., Date, Sheet, DWG Name) and KIPP LAND SURVEYING contact information (Randy Kipp P.L.S., address, phone, email, website).

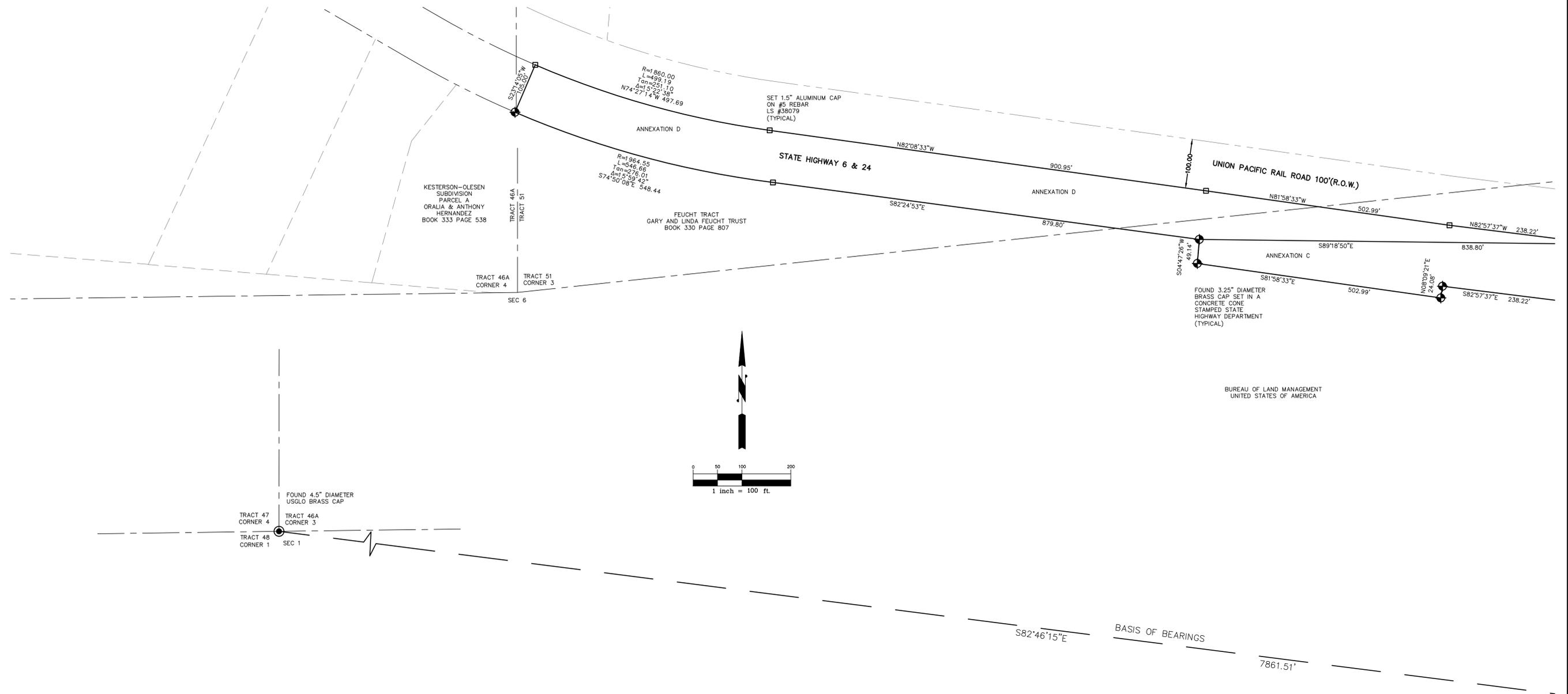
ANNEXATION PLAT
 STATE HIGHWAY 6 ANNEXATION TO THE TOWN OF EAGLE
 A PORTION OF STATE HIGHWAY 6
 LOCATED IN TRACT 50, 51 AND SECTION 6,
 TOWNSHIP 5 SOUTH, RANGE 84 WEST,
 OF THE SIXTH PRINCIPAL MERIDIAN
 COUNTY OF EAGLE, STATE OF COLORADO



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 shown hereon.

ANNEXATION PLAT A PORTION OF STATE HIGHWAY 6 County of Eagle, Colorado		KIPP LAND SURVEYING RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: randy@kipplandsurveying.com web: kipplandsurveying.com
JOB NO.: 15061	DATE: 1-20-16	
SHEET 2 OF 3	DWG NAME: 15061-TOE-ANNEX	

ANNEXATION PLAT
 STATE HIGHWAY 6 ANNEXATION TO THE TOWN OF EAGLE
 A PORTION OF STATE HIGHWAY 6
 LOCATED IN TRACT 50, 51 AND SECTION 6,
 TOWNSHIP 5 SOUTH, RANGE 84 WEST,
 OF THE SIXTH PRINCIPAL MERIDIAN
 COUNTY OF EAGLE, STATE OF COLORADO



BUREAU OF LAND MANAGEMENT
 UNITED STATES OF AMERICA

FOUND 4.5\" DIAMETER
 USGLO BRASS CAP
 TRACT 47
 CORNER 4
 TRACT 46A
 CORNER 3
 TRACT 48
 CORNER 1
 SEC 1

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 shown hereon.

ANNEXATION PLAT A PORTION OF STATE HIGHWAY 6 County of Eagle, Colorado		KIPP LAND SURVEYING RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: randy@kipplandsurveying.com web: kipplandsurveying.com
JOB NO.: 15061	DATE: 1-20-16	
SHEET 3 OF 3	DWG NAME: 15061-TOE-ANNEX	

Tom Boni

From: Gary Feucht <garyfeucht@gmail.com>
Sent: Friday, January 15, 2016 3:16 PM
To: Tom Boni
Subject: Highway 6 annexation

Hi Tom,

I realize that I did not get my comments regarding the Town's proposed annexation to you by 1/12/16, but I am hopeful they will still be considered.

1. You commented that it is and will continue to be economically impractical to annex my property into Eagle because of the distance and relative elevations to water and sewer in Eagle. Therefore, I request that the western boundary of the annexation of Highway 6 be moved East far enough to allow me the option of annexing into either Gypsum or Eagle.
2. CDOT has done a good job of maintaining and improving Highway 6. Please assure the Town plans to continue or improve upon this level of service.
3. A large number of accidents occur between Brush Creek and 1 mile west of Brush Creek. I request that the Town consider road improvements and/or lowering the speed limit in that section with objective of lowering the number and severity of accidents.

Sincerely,

Gary Feucht

RESOLUTION NO. 5
Series of 2016

A RESOLUTION CONCERNING THE ANNEXATION OF CERTAIN PROPERTY MAPPED
AS THE AS THE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, Colorado Department of Transportation, the owner of one hundred percent (100%) of the property, proposed to be annexed to the Town of Eagle, Colorado, has filed a petition requesting the annexation of property described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Town of Eagle, Colorado; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has previously found said petition to be in substantial compliance with the requirements of Section 31-12-107(1), C.R.S., as amended; and

WHEREAS, The Town Clerk has provided notice of a public hearing on the proposed annexation by publication once a week for four successive weeks and by certified mail to the Eagle Board of County Commissioners, the Eagle County Attorney, the school district, and any special district having territory in the area to be annexed; and

WHEREAS, the Board of Trustees held a public hearing on January 26, 2016 to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., as amended, to establish eligibility for annexation, following proper notice of such hearing, as required by Section 31-12-108, C.R.S., as amended.

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, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit "A," attached hereto and incorporated herein, that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Eagle, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town of Eagle, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town of Eagle, Colorado.

Section 2) The Board of Trustees finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town of Eagle has in

place a plan for the area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3) The Board of Trustees finds and determines that no additional terms or conditions are to be imposed upon the property to be annexed pursuant to Sections 31-12-107(4) and 31-12-112, C.R.S., as amended, and that an election is not required by law.

Section 4) The Board of Trustees finds and determines that said property is eligible for annexation to the Town of Eagle and hereby accepts said petition for further consideration of approval.

Section 5) The subject property may be annexed by ordinance, pursuant to Section 31-12-111, C.R.S., without an election.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to the True Point of Beginning, being point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence N08°29'47"W 119.21' feet to a point on the northerly right of way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence S62°15'32"W 303.05 feet to a point on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way S85°22'01"E 286.80 feet to the POINT of BEGINNING, said parcel containing 0.392 acres more or less.

The above described parcel of land has a perimeter of 709.06 feet of which 119.21 feet (16.81%) is contiguous with the present boundary of the Town of Eagle, according to the plat of the Waste Water Treatment Facility Annexation recorded in Book 703 at Page 912 as Document No. 599898 and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION A to the Town of Eagle, State of Colorado.

RESOLUTION NO. 6
Series of 2016

A RESOLUTION CONCERNING THE ANNEXATION OF CERTAIN PROPERTY MAPPED
AS THE AS THE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, Colorado Department of Transportation, the owner of one hundred percent (100%) of the property, proposed to be annexed to the Town of Eagle, Colorado, has filed a petition requesting the annexation of property described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Town of Eagle, Colorado; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has previously found said petition to be in substantial compliance with the requirements of Section 31-12-107(1), C.R.S., as amended; and

WHEREAS, The Town Clerk has provided notice of a public hearing on the proposed annexation by publication once a week for four successive weeks and by certified mail to the Eagle Board of County Commissioners, the Eagle County Attorney, the school district, and any special district having territory in the area to be annexed; and

WHEREAS, the Board of Trustees held a public hearing on January 26, 2016 to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., as amended, to establish eligibility for annexation, following proper notice of such hearing, as required by Section 31-12-108, C.R.S., as amended.

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, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit "A," attached hereto and incorporated herein, that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Eagle, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town of Eagle, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town of Eagle, Colorado.

Section 2) The Board of Trustees finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town of Eagle has in

place a plan for the area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3) The Board of Trustees finds and determines that no additional terms or conditions are to be imposed upon the property to be annexed pursuant to Sections 31-12-107(4) and 31-12-112, C.R.S., as amended, and that an election is not required by law.

Section 4) The Board of Trustees finds and determines that said property is eligible for annexation to the Town of Eagle and hereby accepts said petition for further consideration of approval.

Section 5) The subject property may be annexed by ordinance, pursuant to Section 31-12-111, C.R.S., without an election.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N62°15'32"E 303.05 feet to a point on the northerly Right of Way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said northerly Right of Way on a curve to the right, having a radius of 7840.00 feet, a delta of 2°57'30", an arc length of 394.48 feet, a tangent of 197.29 feet and a chord which bears S82°42'37"W 394.44 feet, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 9°41'38", an arc length of 476.27 feet, a tangent of 238.70 feet and a chord which bears N89°39'42"W 475.70 feet, thence S81°05'34"E 606.00 feet to the POINT of BEGINNING, said parcel containing 0.883 acres more or less.

The above described parcel of land has a perimeter of 1779.83 feet of which 303.08 feet (17.03%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION B to the Town of Eagle, State of Colorado.

RESOLUTION NO. 7
Series of 2016

A RESOLUTION CONCERNING THE ANNEXATION OF CERTAIN PROPERTY MAPPED
AS THE AS THE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, Colorado Department of Transportation, the owner of one hundred percent (100%) of the property, proposed to be annexed to the Town of Eagle, Colorado, has filed a petition requesting the annexation of property described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Town of Eagle, Colorado; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has previously found said petition to be in substantial compliance with the requirements of Section 31-12-107(1), C.R.S., as amended; and

WHEREAS, The Town Clerk has provided notice of a public hearing on the proposed annexation by publication once a week for four successive weeks and by certified mail to the Eagle Board of County Commissioners, the Eagle County Attorney, the school district, and any special district having territory in the area to be annexed; and

WHEREAS, the Board of Trustees held a public hearing on January 26, 2016 to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., as amended, to establish eligibility for annexation, following proper notice of such hearing, as required by Section 31-12-108, C.R.S., as amended.

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, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit "A," attached hereto and incorporated herein, that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Eagle, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town of Eagle, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town of Eagle, Colorado.

Section 2) The Board of Trustees finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town of Eagle has in

place a plan for the area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3) The Board of Trustees finds and determines that no additional terms or conditions are to be imposed upon the property to be annexed pursuant to Sections 31-12-107(4) and 31-12-112, C.R.S., as amended, and that an election is not required by law.

Section 4) The Board of Trustees finds and determines that said property is eligible for annexation to the Town of Eagle and hereby accepts said petition for further consideration of approval.

Section 5) The subject property may be annexed by ordinance, pursuant to Section 31-12-111, C.R.S., without an election.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, thence S89°19'02"E 838.80 feet to a point on the southerly Right of Way of State Highway 6, monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S04°47'26"W 49.14 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S81°58'33"E 502.99 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N08°09'21"E 24.08 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S82°57'37"W 238.22 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 2940.00 feet, a delta of 11°32'53", an arc length of 592.57 feet, a tangent of 297.29 feet and a chord which bears S88°44'04"E 591.56 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N41°19'56"W 24.55 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N85°22'01"E 114.44 feet to the POINT of BEGINNING, said parcel containing 2.877 acres more or less.

The above described parcel of land has a perimeter of 2990.79 feet of which 606.00 feet (20.26%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION C to the Town of Eagle, State of Colorado.

RESOLUTION NO. 8
Series of 2016

A RESOLUTION CONCERNING THE ANNEXATION OF CERTAIN PROPERTY MAPPED
AS THE AS THE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, Colorado Department of Transportation, the owner of one hundred percent (100%) of the property, proposed to be annexed to the Town of Eagle, Colorado, has filed a petition requesting the annexation of property described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Town of Eagle, Colorado; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has previously found said petition to be in substantial compliance with the requirements of Section 31-12-107(1), C.R.S., as amended; and

WHEREAS, The Town Clerk has provided notice of a public hearing on the proposed annexation by publication once a week for four successive weeks and by certified mail to the Eagle Board of County Commissioners, the Eagle County Attorney, the school district, and any special district having territory in the area to be annexed; and

WHEREAS, the Board of Trustees held a public hearing on January 26, 2016 to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., as amended, to establish eligibility for annexation, following proper notice of such hearing, as required by Section 31-12-108, C.R.S., as amended.

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, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit "A," attached hereto and incorporated herein, that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Eagle, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town of Eagle, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town of Eagle, Colorado.

Section 2) The Board of Trustees finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town of Eagle has in

place a plan for the area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3) The Board of Trustees finds and determines that no additional terms or conditions are to be imposed upon the property to be annexed pursuant to Sections 31-12-107(4) and 31-12-112, C.R.S., as amended, and that an election is not required by law.

Section 4) The Board of Trustees finds and determines that said property is eligible for annexation to the Town of Eagle and hereby accepts said petition for further consideration of approval.

Section 5) The subject property may be annexed by ordinance, pursuant to Section 31-12-111, C.R.S., without an election.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE

A parcel of land situated in Tract 51, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, the True of Beginning, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 1°51'15", an arc length of 91.10 feet, a tangent of 45.55 feet and a chord which bears N83°53'15"W 91.10 feet, thence continuing along said northerly Right of Way N82°57'37"W 238.22 feet to a point, thence continuing along said northerly Right of Way N81°58'33"W 502.99 feet to a point, thence continuing along said northerly Right of Way N82°08'33"W 900.95 feet to a point, thence continuing along said northerly Right of Way on a curve to the right, having a radius of 1860.00 feet, a delta of 15°22'38", an arc length of 499.19 feet, a tangent of 251.10 feet and a chord which bears N74°27'14"W 497.69 feet, thence S23°14'05"W 105.00 feet to a 3.25" diameter brass cap set in a concrete cone on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way on a curve to the left, having a radius of 1965.00 feet, a delta of 00°33'25", an arc length of 19.10 feet, a tangent of 9.55 feet and a chord which bears S67°02'38"E 19.10 feet to a point, thence N22°44'32"E 5.00 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 1960.00 feet, a delta of 14°49'12", an arc length of 506.97 feet, a tangent of 254.91 feet and a chord which bears S74°43'57"E 505.56 feet, thence continuing along said southerly Right of Way S82°08'33"E 900.95 feet to a point, monumented by a 3.25" diameter brass cap set in a concrete cone, thence N89°19'02"E 838.80 feet to the POINT of BEGINNING, said parcel containing 4.162 acres more or less.

The above described parcel of land has a perimeter of 4608.26 feet of which 838.80 feet (18.20%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION D to the Town of Eagle, State of Colorado.

ORDINANCE NO. 01
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has found a Petition for Annexation of a certain parcel of land, as described in Exhibit "A," attached hereto and incorporated herein by this reference, to be in substantial compliance with the Colorado Constitution and Section 31-12-107(1), C.R.S.; and

WHEREAS, after notice pursuant to Section 31-12-108, C.R.S., the Board of Trustees a held public hearing on January 26, 2016 on the proposed annexation to determine if the annexation complies with the Colorado Constitution and Sections 31-12-104 and 105, C.R.S.; and

WHEREAS, the Board of Trustees has by resolution determined that the requirements of the Colorado Constitution and Sections 31-12-104 and 105, C.R.S., have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the territory situate in the County of Eagle, State of Colorado, described in Exhibit "A," to the Town of Eagle, Colorado, be and the same hereby is ordained and approved, and said territory is hereby incorporated in and made a part of the Town of Eagle, Colorado.

Section 2. The territory hereby annexed shall hereafter be known as the Highway 6 Annexation A to the Town of Eagle, Colorado.

Section 3. Annexation of such territory to the Town of Eagle, Colorado, shall be complete and effective on the effective date of this Ordinance and the filing of copies of this Ordinance and the Annexation Maps with the County Clerk as required by law.

Section 4. In annexing said territory to the Town of Eagle, the Town of Eagle does not have any obligation respecting the construction of water mains, sewer lines, gas mains, electrical service lines, cable television service lines, streets, or any other services or utilities in connection with the territory hereby annexed except as may be provided by the ordinances of the Town of Eagle.

Section 5. Within 30 days after the adoption of this Ordinance, the Town Clerk shall, and is hereby authorized and directed to:

a. File one copy of the Annexation Map, together with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Eagle, Colorado.

b. File three (3) certified copies of this Annexation Ordinance and Annexation Map of the area annexed containing a legal description of such area with the Eagle County Clerk and Recorder.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, 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, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE, COLORADO.

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":

_____, _____
_____.

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION A TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to the True Point of Beginning, being point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence N08°29'47"W 119.21' feet to a point on the northerly right of way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence S62°15'32"W 303.05 feet to a point on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way S85°22'01"E 286.80 feet to the POINT of BEGINNING, said parcel containing 0.392 acres more or less.

The above described parcel of land has a perimeter of 709.06 feet of which 119.21 feet (16.81%) is contiguous with the present boundary of the Town of Eagle, according to the plat of the Waste Water Treatment Facility Annexation recorded in Book 703 at Page 912 as Document No. 599898 and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION A to the Town of Eagle, State of Colorado.

ORDINANCE NO. 2
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has found a Petition for Annexation of a certain parcel of land, as described in Exhibit "A," attached hereto and incorporated herein by this reference, to be in substantial compliance with the Colorado Constitution and Section 31-12-107(1), C.R.S.; and

WHEREAS, after notice pursuant to Section 31-12-108, C.R.S., the Board of Trustees a held public hearing on January 26, 2016 on the proposed annexation to determine if the annexation complies with the Colorado Constitution and Sections 31-12-104 and 105, C.R.S.; and

WHEREAS, the Board of Trustees has by resolution determined that the requirements of the Colorado Constitution and Sections 31-12-104 and 105, C.R.S., have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the territory situate in the County of Eagle, State of Colorado, described in Exhibit "A," to the Town of Eagle, Colorado, be and the same hereby is ordained and approved, and said territory is hereby incorporated in and made a part of the Town of Eagle, Colorado.

Section 2. The territory hereby annexed shall hereafter be known as the Highway 6 Annexation B to the Town of Eagle, Colorado.

Section 3. Annexation of such territory to the Town of Eagle, Colorado, shall be complete and effective on the effective date of this Ordinance and the filing of copies of this Ordinance and the Annexation Maps with the County Clerk as required by law.

Section 4. In annexing said territory to the Town of Eagle, the Town of Eagle does not have any obligation respecting the construction of water mains, sewer lines, gas mains, electrical service lines, cable television service lines, streets, or any other services or utilities in connection with the territory hereby annexed except as may be provided by the ordinances of the Town of Eagle.

Section 5. Within 30 days after the adoption of this Ordinance, the Town Clerk shall, and is hereby authorized and directed to:

a. File one copy of the Annexation Map, together with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Eagle, Colorado.

b. File three (3) certified copies of this Annexation Ordinance and Annexation Map of the area annexed containing a legal description of such area with the Eagle County Clerk and Recorder.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, 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, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE, COLORADO.

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":

_____, _____,
_____.

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION B TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N62°15'32"E 303.05 feet to a point on the northerly Right of Way of State Highway 6, monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said northerly Right of Way on a curve to the right, having a radius of 7840.00 feet, a delta of 2°57'30", an arc length of 394.48 feet, a tangent of 197.29 feet and a chord which bears S82°42'37"W 394.44 feet, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 9°41'38", an arc length of 476.27 feet, a tangent of 238.70 feet and a chord which bears N89°39'42"W 475.70 feet, thence S81°05'34"E 606.00 feet to the POINT of BEGINNING, said parcel containing 0.883 acres more or less.

The above described parcel of land has a perimeter of 1779.83 feet of which 303.08 feet (17.03%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION B to the Town of Eagle, State of Colorado.

ORDINANCE NO. 03
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has found a Petition for Annexation of a certain parcel of land, as described in Exhibit "A," attached hereto and incorporated herein by this reference, to be in substantial compliance with the Colorado Constitution and Section 31-12-107(1), C.R.S.; and

WHEREAS, after notice pursuant to Section 31-12-108, C.R.S., the Board of Trustees a held public hearing on January 26, 2016 on the proposed annexation to determine if the annexation complies with the Colorado Constitution and Sections 31-12-104 and 105, C.R.S.; and

WHEREAS, the Board of Trustees has by resolution determined that the requirements of the Colorado Constitution and Sections 31-12-104 and 105, C.R.S., have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the territory situate in the County of Eagle, State of Colorado, described in Exhibit "A," to the Town of Eagle, Colorado, be and the same hereby is ordained and approved, and said territory is hereby incorporated in and made a part of the Town of Eagle, Colorado.

Section 2. The territory hereby annexed shall hereafter be known as the Highway 6 Annexation C to the Town of Eagle, Colorado.

Section 3. Annexation of such territory to the Town of Eagle, Colorado, shall be complete and effective on the effective date of this Ordinance and the filing of copies of this Ordinance and the Annexation Maps with the County Clerk as required by law.

Section 4. In annexing said territory to the Town of Eagle, the Town of Eagle does not have any obligation respecting the construction of water mains, sewer lines, gas mains, electrical service lines, cable television service lines, streets, or any other services or utilities in connection with the territory hereby annexed except as may be provided by the ordinances of the Town of Eagle.

Section 5. Within 30 days after the adoption of this Ordinance, the Town Clerk shall, and is hereby authorized and directed to:

a. File one copy of the Annexation Map, together with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Eagle, Colorado.

b. File three (3) certified copies of this Annexation Ordinance and Annexation Map of the area annexed containing a legal description of such area with the Eagle County Clerk and Recorder.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, 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, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE, COLORADO.

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":

_____, _____,
_____.

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION C TO THE TOWN OF EAGLE

A parcel of land situated in Tract 50, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet to the True Point of Beginning, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, thence S89°19'02"E 838.80 feet to a point on the southerly Right of Way of State Highway 6, monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S04°47'26"W 49.14 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S81°58'33"E 502.99 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N08°09'21"E 24.08 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way S82°57'37"W 238.22 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 2940.00 feet, a delta of 11°32'53", an arc length of 592.57 feet, a tangent of 297.29 feet and a chord which bears S88°44'04"E 591.56 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N41°19'56"W 24.55 feet to a point monumented by a 3.25" diameter brass cap set in a concrete cone, thence continuing along said southerly Right of Way N85°22'01"E 114.44 feet to the POINT of BEGINNING, said parcel containing 2.877 acres more or less.

The above described parcel of land has a perimeter of 2990.79 feet of which 606.00 feet (20.26%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION C to the Town of Eagle, State of Colorado.

ORDINANCE NO. 04
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE, COLORADO.

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado, has found a Petition for Annexation of a certain parcel of land, as described in Exhibit "A," attached hereto and incorporated herein by this reference, to be in substantial compliance with the Colorado Constitution and Section 31-12-107(1), C.R.S.; and

WHEREAS, after notice pursuant to Section 31-12-108, C.R.S., the Board of Trustees a held public hearing on January 26, 2016 on the proposed annexation to determine if the annexation complies with the Colorado Constitution and Sections 31-12-104 and 105, C.R.S.; and

WHEREAS, the Board of Trustees has by resolution determined that the requirements of the Colorado Constitution and Sections 31-12-104 and 105, C.R.S., have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the territory situate in the County of Eagle, State of Colorado, described in Exhibit "A," to the Town of Eagle, Colorado, be and the same hereby is ordained and approved, and said territory is hereby incorporated in and made a part of the Town of Eagle, Colorado.

Section 2. The territory hereby annexed shall hereafter be known as the Highway 6 Annexation D to the Town of Eagle, Colorado.

Section 3. Annexation of such territory to the Town of Eagle, Colorado, shall be complete and effective on the effective date of this Ordinance and the filing of copies of this Ordinance and the Annexation Maps with the County Clerk as required by law.

Section 4. In annexing said territory to the Town of Eagle, the Town of Eagle does not have any obligation respecting the construction of water mains, sewer lines, gas mains, electrical service lines, cable television service lines, streets, or any other services or utilities in connection with the territory hereby annexed except as may be provided by the ordinances of the Town of Eagle.

Section 5. Within 30 days after the adoption of this Ordinance, the Town Clerk shall, and is hereby authorized and directed to:

a. File one copy of the Annexation Map, together with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Eagle, Colorado.

b. File three (3) certified copies of this Annexation Ordinance and Annexation Map of the area annexed containing a legal description of such area with the Eagle County Clerk and Recorder.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on January 26, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, 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, ANNEXING CERTAIN TERRITORY TO BE KNOWN AS THE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE, COLORADO.

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":

_____, _____,
_____.

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY STATE HIGHWAY 6 ANNEXATION D TO THE TOWN OF EAGLE

A parcel of land situated in Tract 51, Section 6, Township 5 South, Range 84 West of the Sixth Principal Meridian being more particularly described as follows:

Commencing at a point monumented by a 2" diameter aluminum cap, set in concrete LS 4551, marking Corner 4 of Tract 50, thence N35°09'50"W 1304.55 feet to a point from which a witness corner bears N85°24'07"E 5.00 feet, said witness corner monumented by a 2" diameter aluminum cap LS 23089 on a #5 rebar, thence along said southerly Right of Way S85°22'01"W 286.80 feet, thence N81°05'34"W 606.00 feet to a point on the northerly Right of Way of State Highway 6, the True of Beginning, thence along said northerly Right of Way on a curve to the right, having a radius of 2815.00 feet, a delta of 1°51'15", an arc length of 91.10 feet, a tangent of 45.55 feet and a chord which bears N83°53'15"W 91.10 feet, thence continuing along said northerly Right of Way N82°57'37"W 238.22 feet to a point, thence continuing along said northerly Right of Way N81°58'33"W 502.99 feet to a point, thence continuing along said northerly Right of Way N82°08'33"W 900.95 feet to a point, thence continuing along said northerly Right of Way on a curve to the right, having a radius of 1860.00 feet, a delta of 15°22'38", an arc length of 499.19 feet, a tangent of 251.10 feet and a chord which bears N74°27'14"W 497.69 feet, thence S23°14'05"W 105.00 feet to a 3.25" diameter brass cap set in a concrete cone on the southerly Right of Way of State Highway 6, thence along said southerly Right of Way on a curve to the left, having a radius of 1965.00 feet, a delta of 00°33'25", an arc length of 19.10 feet, a tangent of 9.55 feet and a chord which bears S67°02'38"E 19.10 feet to a point, thence N22°44'32"E 5.00 feet to a point, thence continuing along said southerly Right of Way on a curve to the left, having a radius of 1960.00 feet, a delta of 14°49'12", an arc length of 506.97 feet, a tangent of 254.91 feet and a chord which bears S74°43'57"E 505.56 feet, thence continuing along said southerly Right of Way S82°08'33"E 900.95 feet to a point, monumented by a 3.25" diameter brass cap set in a concrete cone, thence N89°19'02"E 838.80 feet to the POINT of BEGINNING, said parcel containing 4.162 acres more or less.

The above described parcel of land has a perimeter of 4608.26 feet of which 838.80 feet (18.20%) is contiguous with the present boundary of the Town of Eagle and have by these presents laid out platted the same as shown hereon and designate the same as the STATE HIGHWAY 6 ANNEXATION D to the Town of Eagle, State of Colorado.



The Town of Eagle

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

Meetings:
2nd and 4th Tuesdays

Memorandum

To: Board of Trustees

From: Tom Boni (Town Planner); Matt Farrar (Assistant Town Planner)

Re: Ballot Initiative Follow-up

Date: January 26, 2016

Staff has assembled what we believe to be the information that is most relevant to the ballot initiative. That information is as follows:

1. IGA with Eagle County
2. Summary of Polling Results – PowerPoint
3. Memo from Trust for Public Land (July 30, 2015)
4. Memo from Trust for Public Land (August 24, 2015)
5. 10-Year Sales Tax Projections – Jill Ewing

Revenue projections from Jill Ewing's 10-year sales tax schedule can be used to analyze various bond amounts using either a 10-year or 20-year term as presented in the Trust for Public Land memos dated July 30, 2015 and August 24, 2015.

In order to facilitate a discussion on two key provisions of the draft ballot language: term of tax and amount of tax, staff has prepared the following for discussion purposes:

Draft Ballot Language prepared by Trust for Public Land:

“Shall Town of Eagle taxes be increased by up to **500 thousand dollars** annually beginning **January 1, 2016**, and by whatever amounts received thereafter, for **ten years** ending **December 31, 2025**, with a sales tax of **six-tenths of one percent (or six cents on a ten dollar purchase)** for the purposes of protecting and enhancing our quality of life by:

- Developing and constructing a town river park that will conserve and acquire natural areas, open spaces and wildlife habitat; protect and improve water quality and the Eagle River; and provide recreational opportunities on the land and in the River, including enhanced river access and whitewater amenities;
- Expanding and improving existing Town parks; and
- Improving, connecting, constructing, managing, and maintaining Eagle’s parks, recreation improvements and multi-use recreational facilities, and related paths and trails?”

*Text in **red** may need to be modified.

Term of Tax:

- 10 Years
- 20 Years

Amount of Tax:

- 0.3%
- 0.4%
- 0.5%
- 0.6%

**INTERGOVERNMENTAL AGREEMENT
BETWEEN TOWN OF EAGLE AND EAGLE COUNTY
REGARDING DESIGN, LEASE AND USE OF THE FUTURE EAGLE RIVER PARK**

THIS AGREEMENT is entered into this 23 day of June, 2015, pursuant to Section 29-1-203, C.R.S., by and between the TOWN OF EAGLE, a political subdivision of the State of Colorado, acting by and through its Board of Trustees (hereinafter the "Town"), and EAGLE COUNTY, a body corporate and politic, by and through its Board of County Commissioners (hereinafter the "County"). Together, the Town and the County are referred to herein as the "Parties."

WHEREAS, the County desires to explore the enhancement of the 2.4 acre entrance to the Fairgrounds property in order to serve a variety of users and functions, through the development of a professional park design. Said park design to include the 2.4 acres, known locally as the truck parking, as well as adjacent CDOT parcel and easement, and will take into consideration the important function that truck parking serves for the Fairgrounds and Eagle County Fair and Rodeo; and

WHEREAS, the Town desires to explore the enhancement of the 4.6 acre Chambers Park, which currently combines a Town Information Center with an Eagle County Historical Society campus, as well as a developed river access point and public restrooms; and

WHEREAS, the Parties recognize that a coordinated planning effort of their respective properties will lead to enhanced efficiencies and a better overall product; and

WHEREAS, the County explored building a whitewater park as early as 2005, an effort which stopped partially due to lack of public property and public access along the section of the Eagle River adjacent to the truck parking; and

WHEREAS, in 2015 the County acquired the 4 acre CDOT property and adjoining easement, which straddles the Eagle River adjacent to the truck parking, for the purpose of developing a whitewater park; and

WHEREAS, the County consented in 2014 to allow the Town to include the truck parking and other, limited County owned lands along the north side of Eagle River within the planning area for the Eagle River Corridor Subarea Plan, which encompasses the approximately 3.4 miles of the Eagle River located within the Town's Urban Growth Boundary; and

WHEREAS, the Eagle River Corridor Subarea Plan was adopted as a component of the 2010 Eagle Area Community Plan which was adopted by both Town and County Planning Commissions, and these plans contribute positively to the physical, social and economic well-being of residents, property owners and visitors of the Town and County, and will help to assure that future growth in the Eagle Area is well planned, thoughtfully designed and adequately served by roads, utilities and life safety services; and

WHEREAS, the community, through the public planning process for the Eagle River Corridor Subarea Plan, has identified a goal of connecting the Town, and more specifically the Town's Central Business District, to the Eagle River, and a goal of developing significant in-stream and stream side amenities along the river that will act as an economic driver for the community and be a regional attraction; and

WHEREAS, the area that the community has identified for said in-stream and stream side amenities includes the truck parking, CDOT parcel and easement, Chambers Park, the Swallow Oil property (owned by Town) and certain portions of private property which connect these public lands, and said area has been identified as the "Recreation Core" in the Eagle River Corridor Subarea Plan; and

WHEREAS, the Eagle River Corridor Subarea Plan will assure the protection and management of natural resources, including, but not limited to, water quality, air quality, visual quality, vegetation, open spaces and wildlife habitat on lands within the approximately 3.4 mile reach of river within the planning area; and

WHEREAS, the parties seek collaboration toward their separate strategic priorities which align to this mutually beneficial effort; and

WHEREAS, Sections 29-1-201 and 29-20-105, C.R.S., as amended, inter alia, authorize government entities to cooperate and share costs associated with the implementation of mutually agreed upon master planning projects; and

WHEREAS, the Town agrees to hire a professional design consultant to assist in the development of a detailed design for the Recreation Core, which will include in-stream "whitewater" features; and

WHEREAS, the Eagle River Subarea Plan has identified a preferred alignment for the extension of the County's Eagle Valley Trail; and

WHEREAS, the Town and the County believe that it is appropriate to set forth in writing an agreement regarding the future planning efforts of the respective properties prior to the Parties embarking upon the cost of professional park design services. Such planning efforts will include, but are not necessarily limited to, the potential for water parks, paths, restrooms, utility hookups, landscaping and parking areas.

NOW THEREFORE, on behalf of the citizens of Eagle County and the Town of Eagle, the Town and the County state the following mutual understanding in the creation of an Eagle River Park plan. In consideration of the obligations and terms expressed herein, the parties agree as follows:

1. The Town, in coordination with County staff, will issue an RFP and contract with a professional park design consultant for services and will pay the consultant for services rendered. The County agrees to reimburse 50% of the costs incurred by the Town for the planning services provided by the professional park design consultant,

in an amount not to exceed \$25,000. The Town will provide the County with copies of invoices as received from the consultant and the County shall reimburse the Town the invoiced amounts, in an amount not to exceed \$25,000, within 60 days of receipt.

2. The County and Town will allow their respective properties to be included in the joint planning effort with the goal of achieving a mutually agreeable plan that allows the County to lease its property to the Town as an in-kind contribution for the construction of park improvements.
3. The plan may address or result in further agreements identifying such potential items as the potential clean-up of the properties, ditch and river structural improvements to coordinate with park design, potential annexation of portions of the properties, and the provision of municipal water and wastewater to the properties.
4. Upon request by the Town, the County may provide staff time, GIS mapping, public relations and outreach, and administrative assistance to the project as in-kind contributions.
5. It is intended that the professional park design effort will include outreach to interested parties for further feedback on design which at this time is at a conceptual level (see attachment A) and that ultimately the park design may be adopted by both the Town and also by the County by Resolution. It is likely that elements of project will be phased in over time as funding allows.
6. The parties agree in the future to jointly explore grant funding to assist in development of the park.
7. The County and the Town will maintain open communications throughout the process. The County will receive monthly updates from the Town regarding planning activities and progress.
8. This Agreement shall become effective upon signature of an authorized representative of the governing body of each party, and shall remain in force and effect for one year from the effective date, unless terminated prior thereto by either of the parties as set forth herein. Either party may terminate this Agreement for any reason, with or without cause, by providing thirty (30) day written notice to the other.
9. Any provision of this Agreement may be amended at any time provided that prior written approval of the amendment has been obtained from both the Town Board of Trustees and the Board of County Commissioners.
10. Nothing in this Agreement shall prevent either party from entering into specific study agreements with any private party or governmental entity. Nothing in this Agreement is intended to abrogate, limit, amend or affect the rights, remedies or equitable positions of the parties in and to any agreements or actions to which the Town or the County are parties.

11. It is hereby declared to be the intention of the Parties that the sections, paragraphs, sentences, clauses and phrases of this Agreement are severable and, if any phrase, clause, paragraph, sentence, or section shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or enforceability shall not affect any remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

12. Communications under this agreement shall be addressed as follows:

Eagle County - Eagle County Planning, Attention: Bob Narracci, Managing Director of Land Use, P.O. Box 179, Eagle, CO 81631; bob.narracci@eaglecounty.us.

Town of Eagle – Town of Eagle Planning, Attention: Tom Boni, Town Planner, P.O. Box 609, Eagle, CO 81631; tomboni@townofeagle.org.

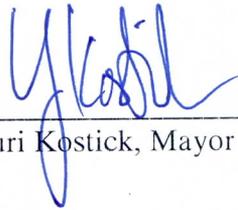
13. The Parties hereto agree that any financial obligations that may arise hereunder, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated by the governing bodies of the parties hereto. Notwithstanding anything to the contrary contained in this Agreement, no payment will be made for any period after December 31st of any calendar year without the written approval in accordance with a budget adopted by the respective Boards of the parties in compliance with the provisions of Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

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14. The Town and the County acknowledge and agree that this Intergovernmental Agreement is for the benefit of the health, safety and welfare of the people of Eagle County, and is a proper exercise of their respective powers and authorities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN OF EAGLE

By: 
Yuri Kostick, Mayor

Attest:

By: 
Jenny Ellringer, Town Clerk



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

By: 
Kathy Chandler-Henry, Chair

Attest:

By: 
Teak J. Simonton, Clerk to the Board





Voter Support for Park Funding in the Town of Eagle

Key Findings from a Townwide Survey
Conducted August 11-23, 2015

220-4217

Fairbank, Maslin, Maullin, Metz & Associates – FM3

PUBLIC OPINION RESEARCH & STRATEGY

Methodology

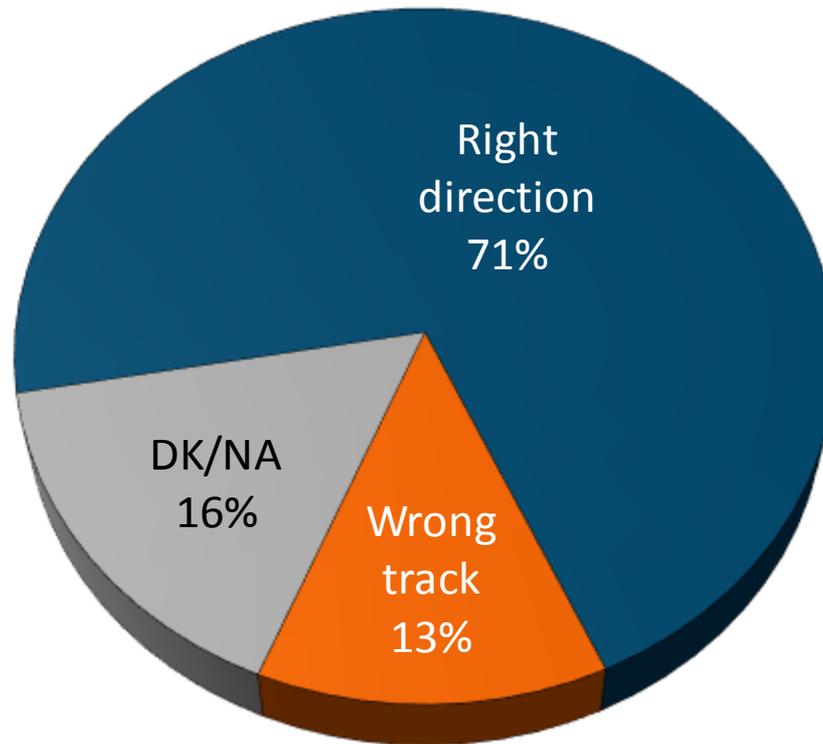
- FM3 completed 185 interviews with likely voters in the Town of Eagle
 - *Interviews conducted between August 11-23, 2015*
 - *Dual-mode survey with interviews on landline and wireless phone and online*
 - ✓ *137 phone interviews*
 - ✓ *48 online interviews*
- Margin of sampling error of +/- 7.2% at the 95% confidence interval
- Some percentages may not sum to 100% because of rounding



Context for an Election

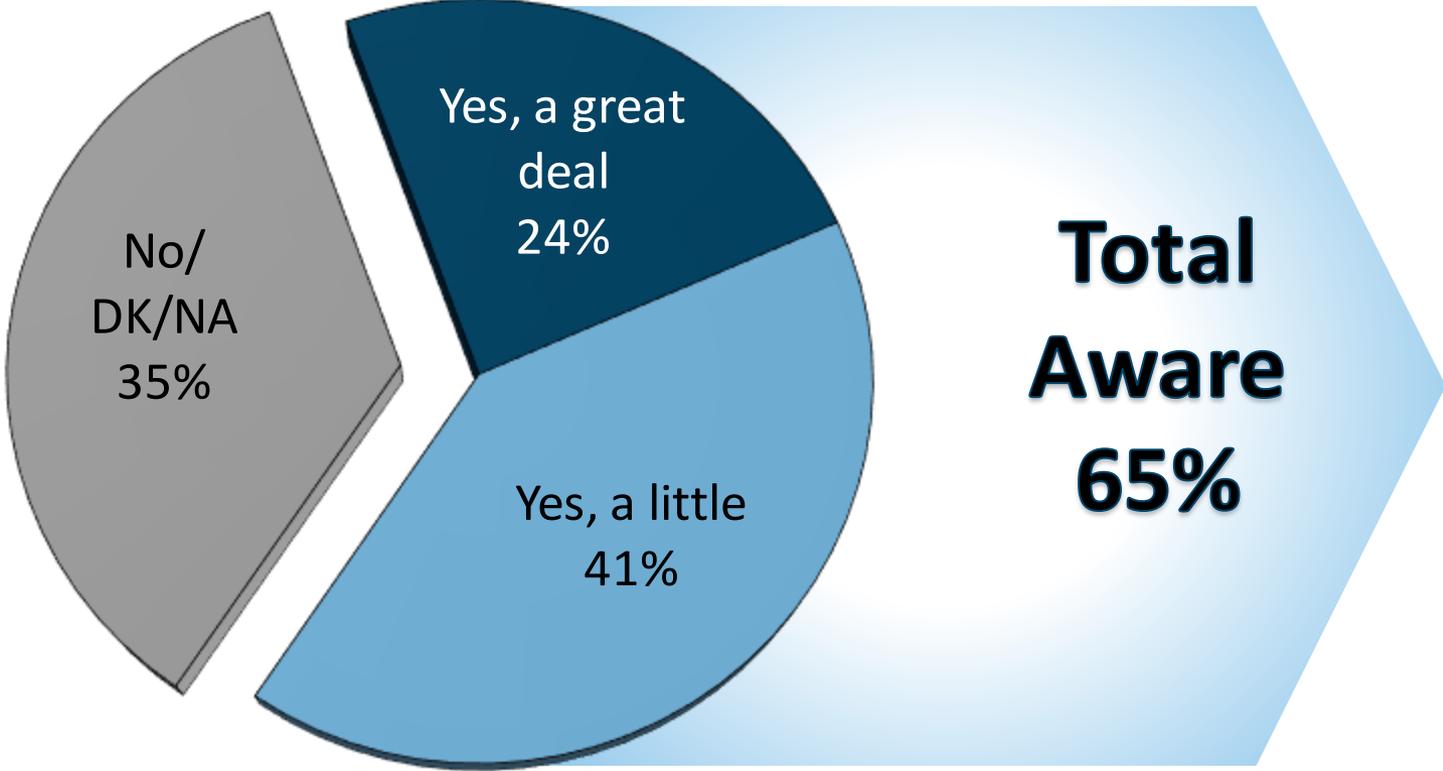
Almost three-quarters of Eagle voters think the town is headed in the right direction.

Do you think that things in the Town of Eagle are generally headed in the right direction, or do you feel things are off on the wrong track?



Most voters have heard about the Eagle River Corridor Plan.

Have you seen, read, or heard about the Eagle River Corridor Plan?





Initial Support for a Measure

Ballot Question Tested

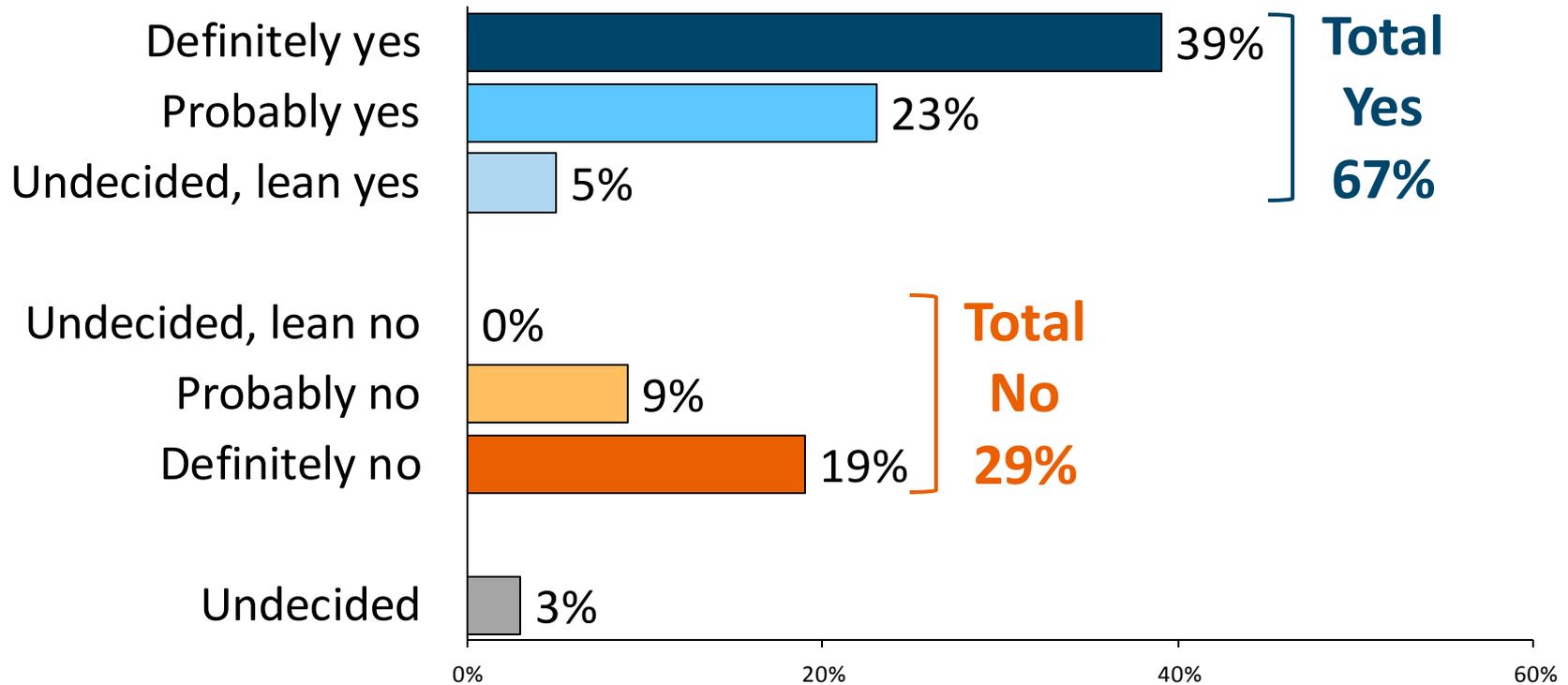
Town of Eagle Parks Ballot Issue

Shall Town of Eagle taxes be increased by up to \$500,000 annually beginning January 1, 2016, and by whatever amounts received thereafter, for ten years ending December 31, 2025, with a sales tax of six-tenths of 1% (or six cents on a \$10 purchase) for the purposes of protecting and enhancing our quality of life by:

- Developing and constructing a town river park that will conserve and acquire natural areas, open spaces and wildlife habitat; protect and improve water quality and the Eagle River; and provide recreational opportunities on the land and in the River, including enhanced river access and whitewater amenities;
- Expanding and improving existing Town parks; and
- Improving, connecting, constructing, managing, and maintaining Eagle's parks, recreation improvements and multi-use recreational facilities, and related paths and trails?

Voters back the proposed ballot measure by more than a two-to-one margin.

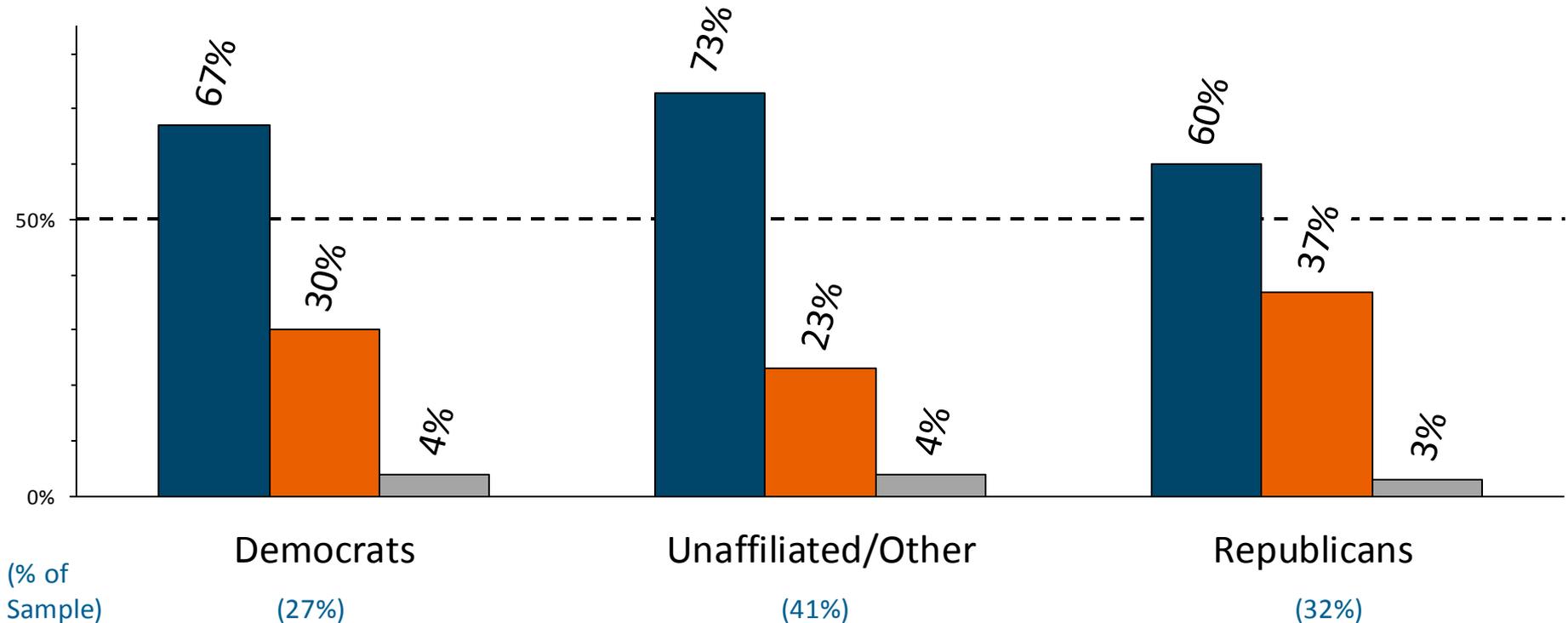
If the vote on this measure were held today, would you vote yes in favor or no to oppose it?



Support cuts impressively across party lines.

Initial Vote by Party

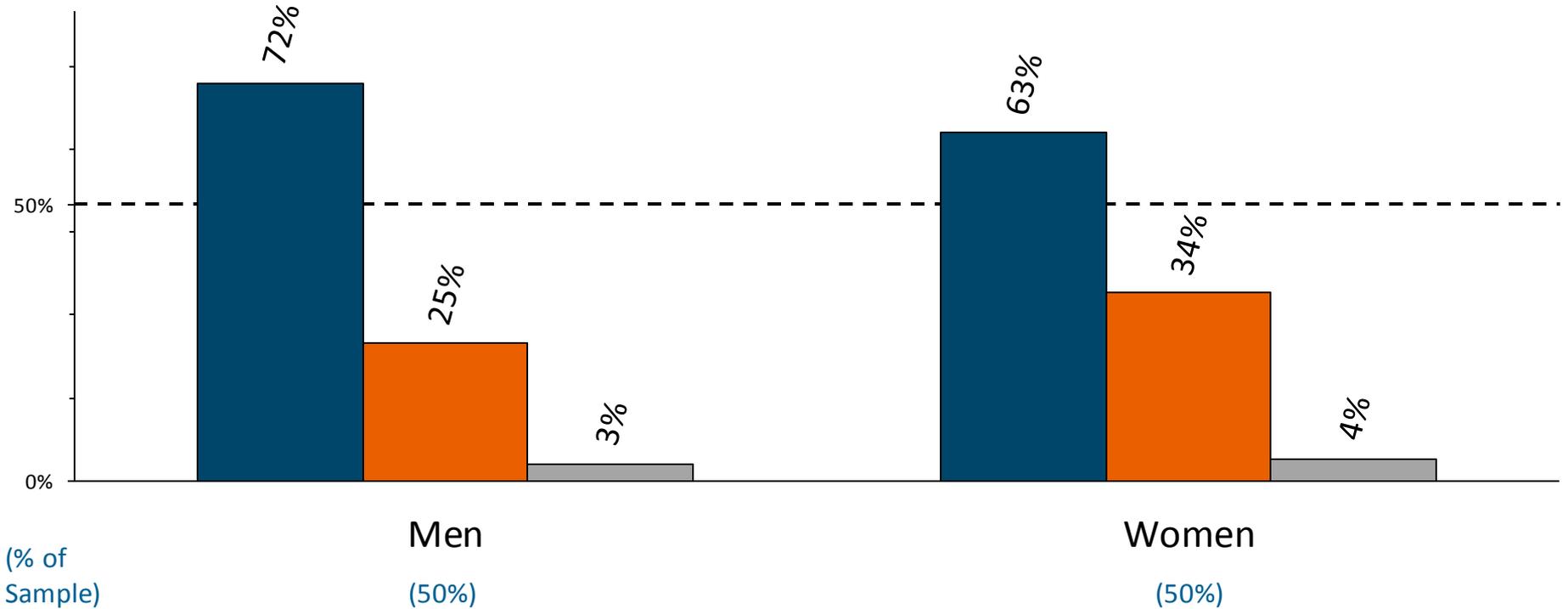
■ Total Yes ■ Total No ■ Undecided



Men are modestly more supportive than are women.

Initial Vote by Gender

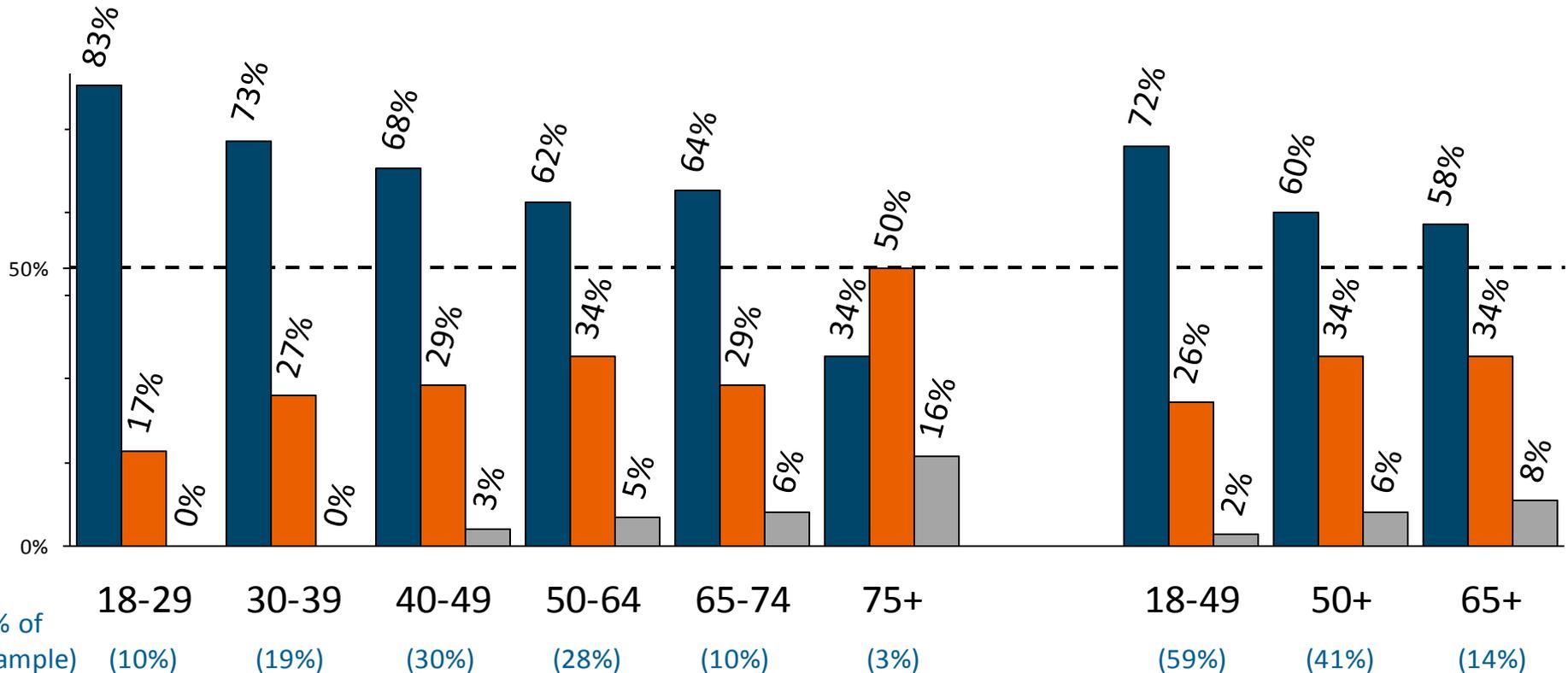
■ Total Yes ■ Total No ■ Undecided



Support steadily declines with age.

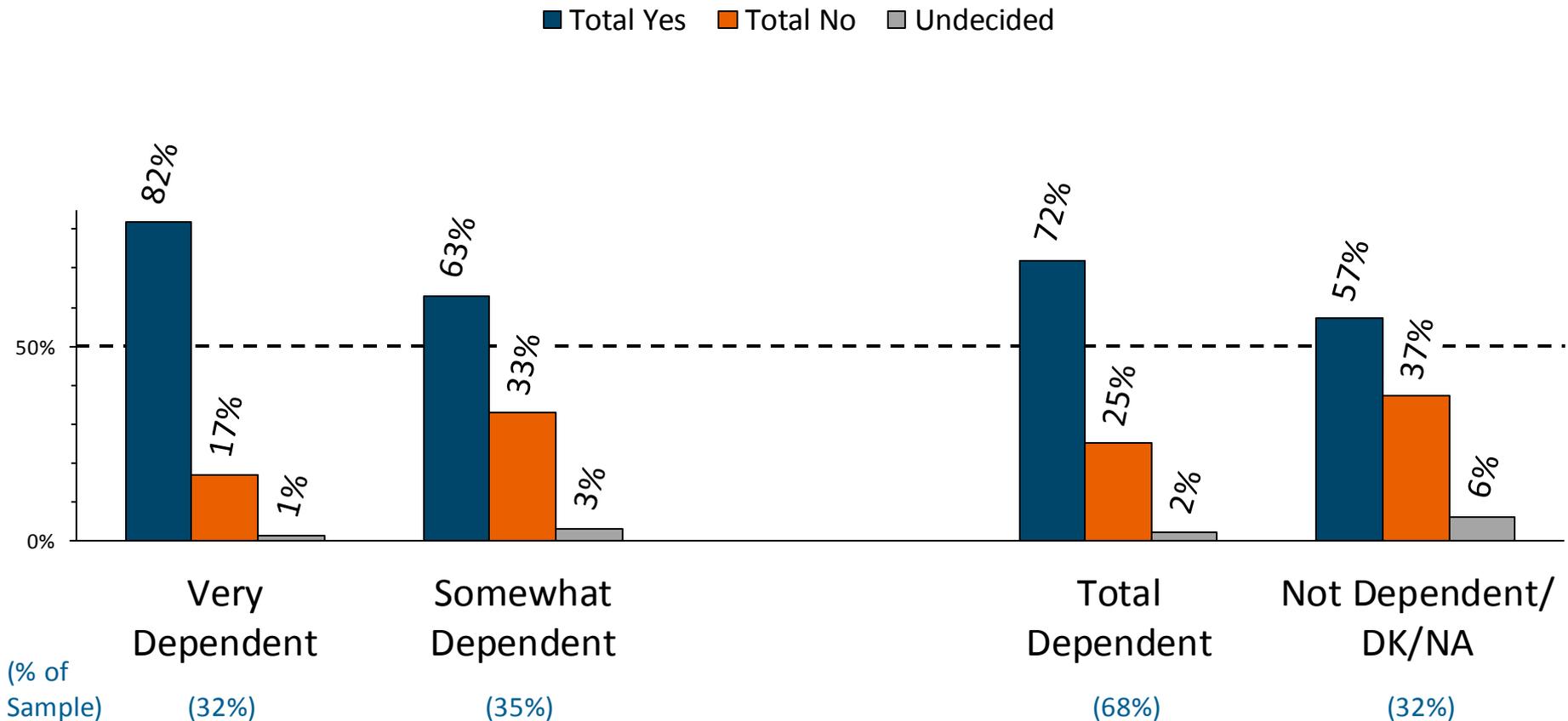
Initial Vote by Age

■ Total Yes ■ Total No ■ Undecided



Those voters who say their household income is dependent on tourism are more supportive.

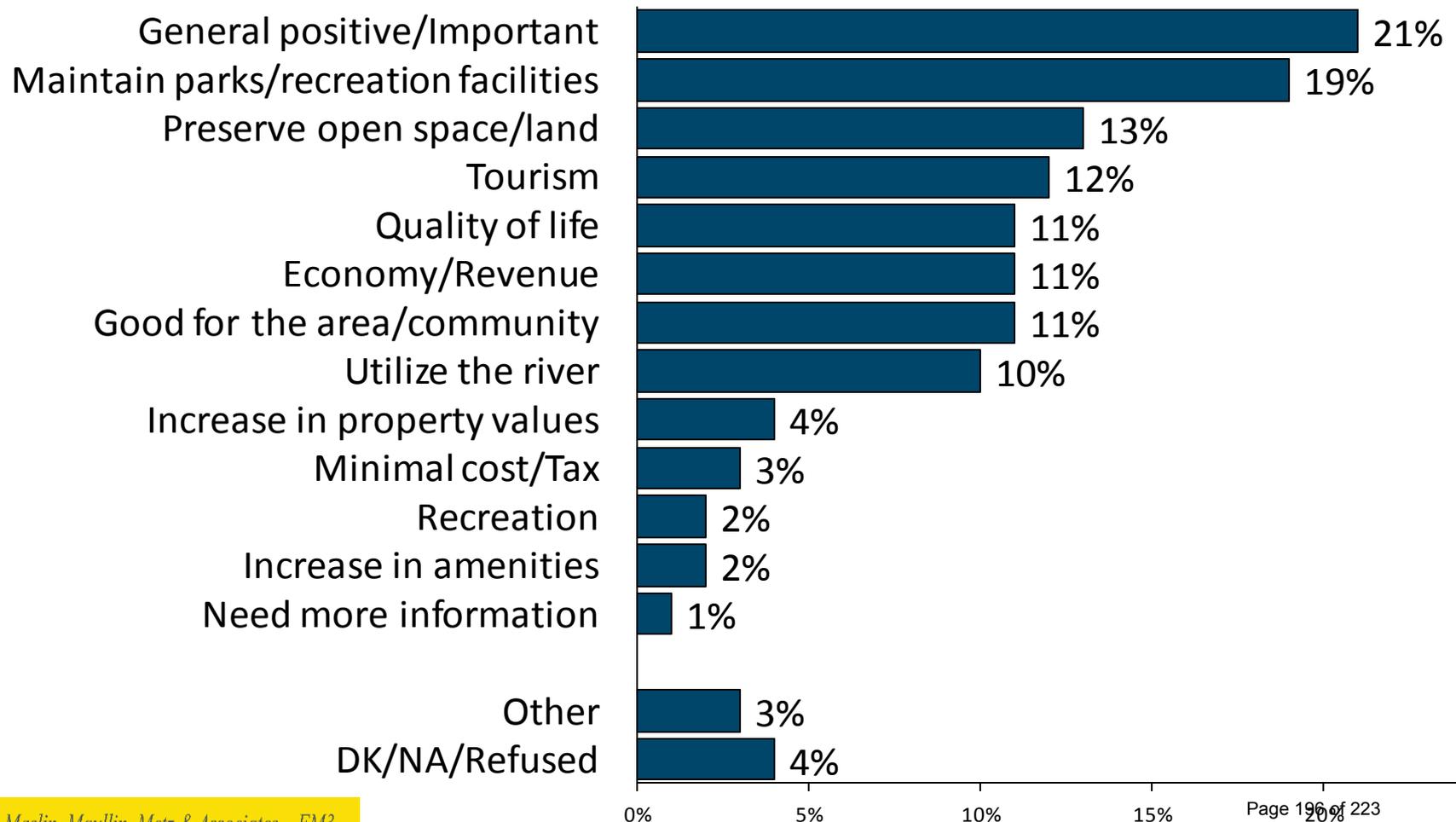
Initial Vote by Dependence on Tourism



Supporters see a range of reasons for voting “yes.”

In a few words of your own, why would you vote **YES** on this ballot measure?

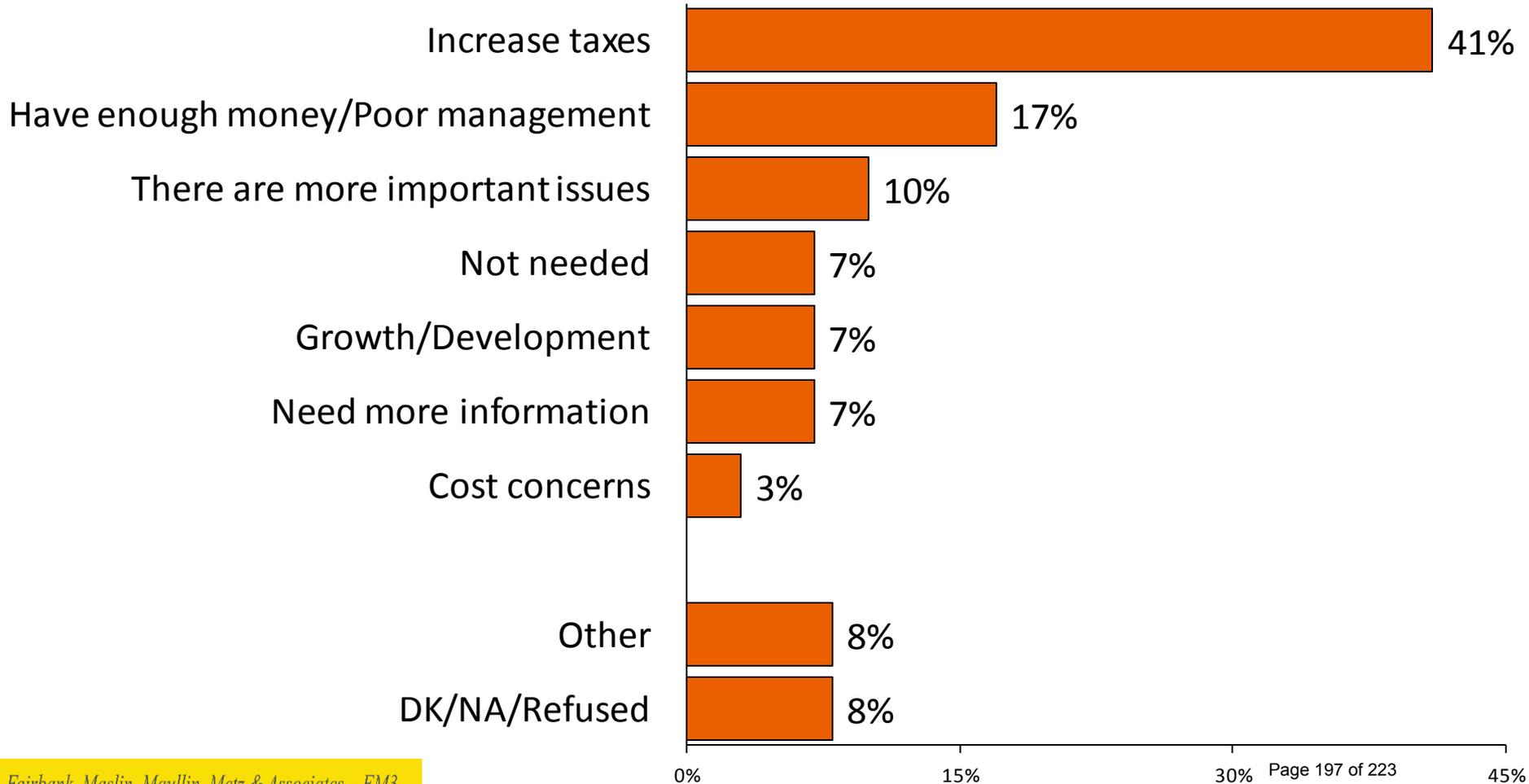
(Asked of Those Who Would Vote Yes on the Measure)



Opponents primarily object to an increase in taxes.

In a few words of your own, why would you vote **NO** on this ballot measure?

(Asked of Those Who Would Vote No on the Measure; Responses Grouped, 3% and Above Shown)

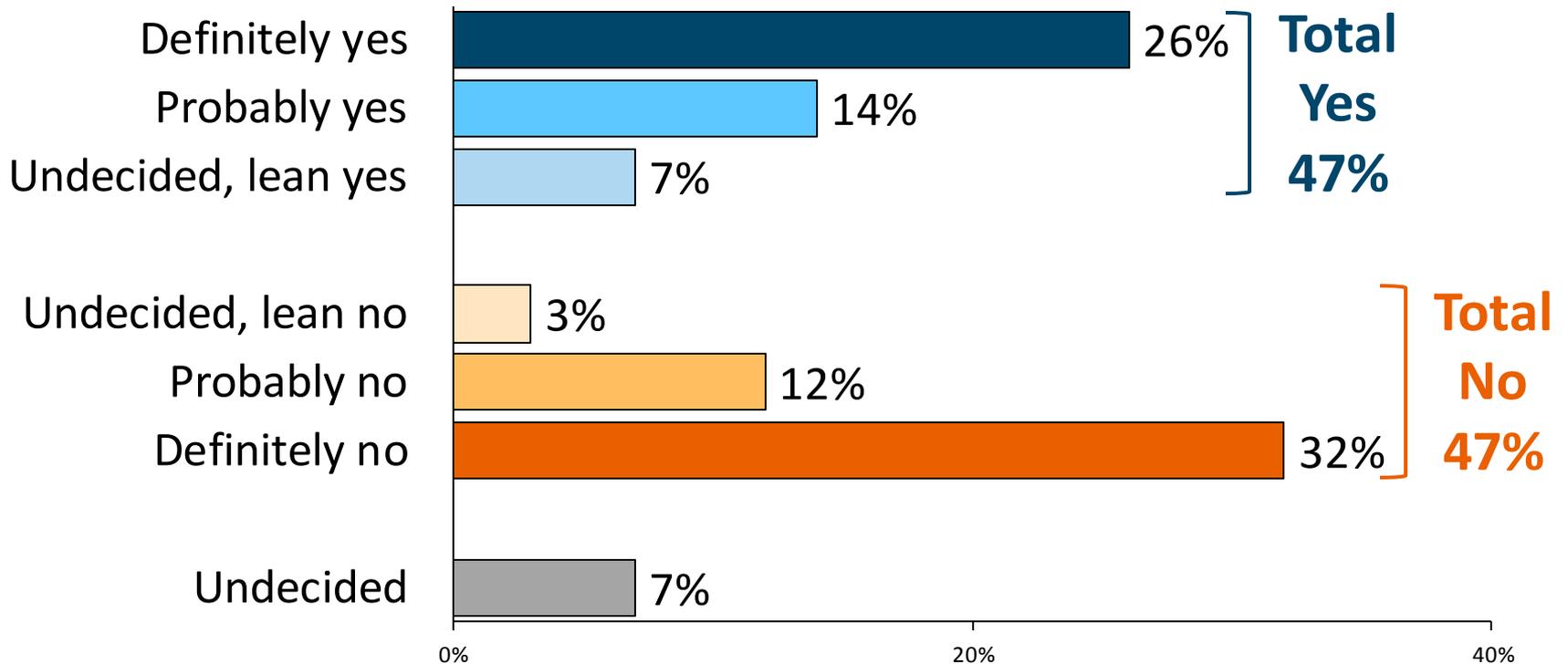




Structural Elements of a Ballot Measure

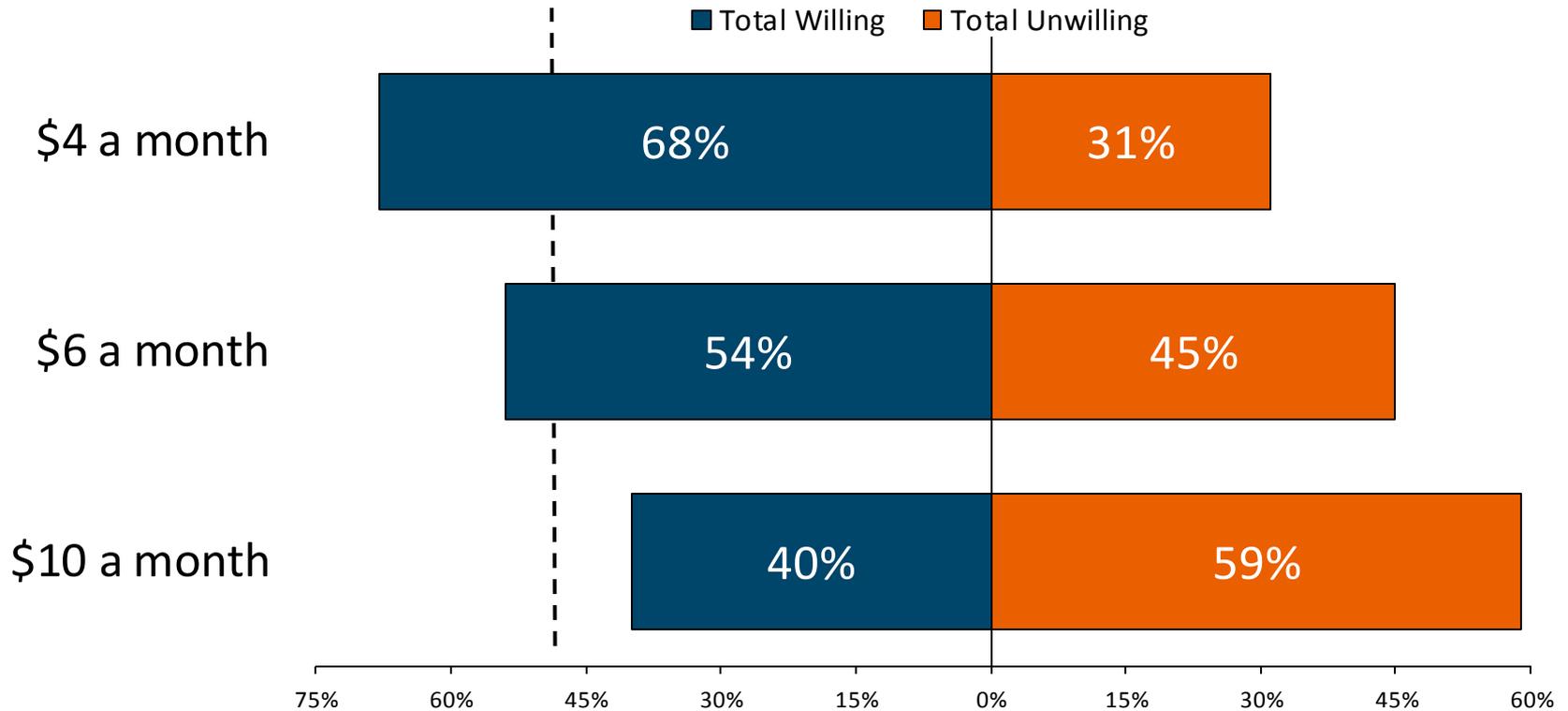
Voter support for a property tax is much weaker than support for a sales tax.

Suppose the measure provided the same benefits of creating a town river park, expanding and improving existing town parks, and improving and maintaining Town parks, paths and trails, but was funded by increasing taxes by up to \$420,000 annually for ten years through a temporary 4.2 mill property tax levy. In that case, do you think you would vote “yes” in favor of this measure or “no” to oppose it?



As the proposed tax amount decreases, voters' willingness to pay the tax increases.

And regardless of how the money was raised, would you be willing to pay _____ in additional taxes if it were dedicated to creating a Town river park, expanding and improving existing town parks, and improving and maintaining Town parks, paths and trails in the Town of Eagle?

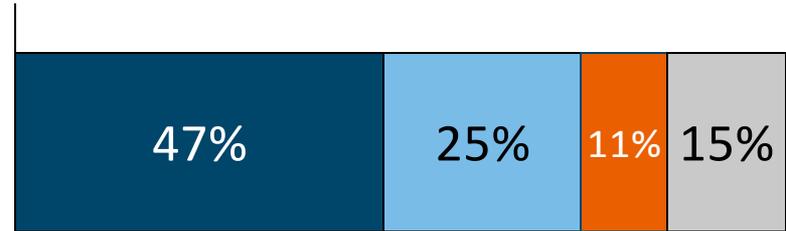


Voters say a wide range of accountability provisions will make them more inclined to back a measure.

■ Much More Lkly.
 ■ Smwt. More Lkly.
 ■ Smwt./Much Less Lkly.
 ■ Makes No Diff.
 ■ DK/NA

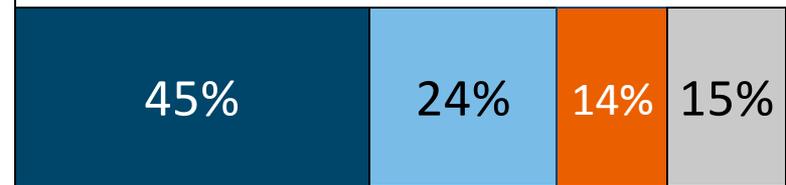
**Total
More Likely**

Requiring regular independent audits of how the money is spent



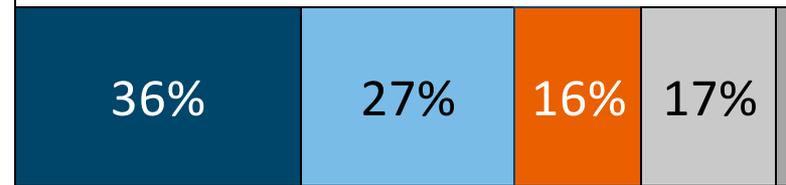
72%

Giving the public a chance to participate in decisions about how money from the measure will be spent



69%

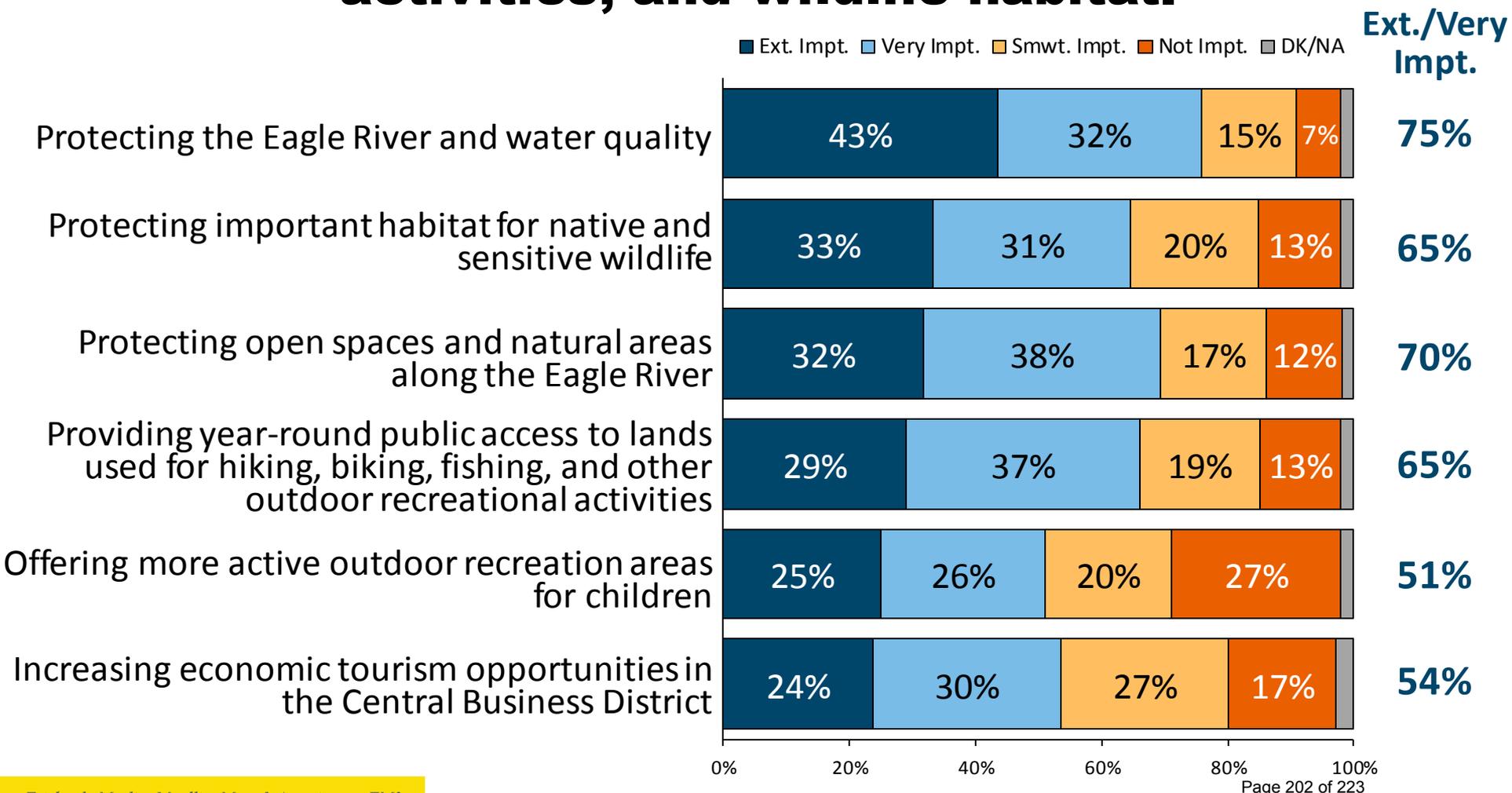
Limiting the measure to ten years



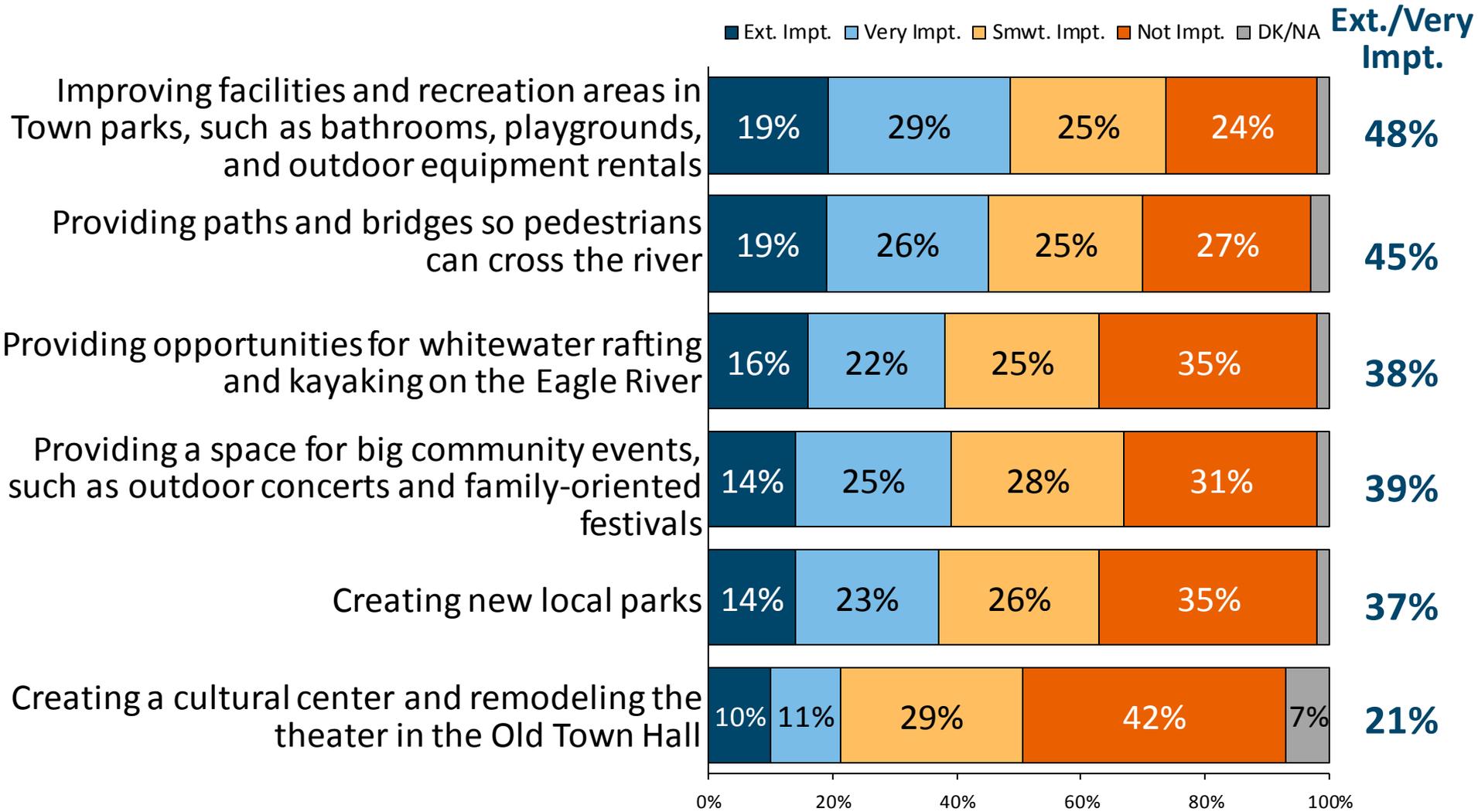
64%

0% 20% 40% 60% 80% 100%

Voters view water quality as the most important spending area, but also value the preservation of open spaces, access to outdoor recreational activities, and wildlife habitat.



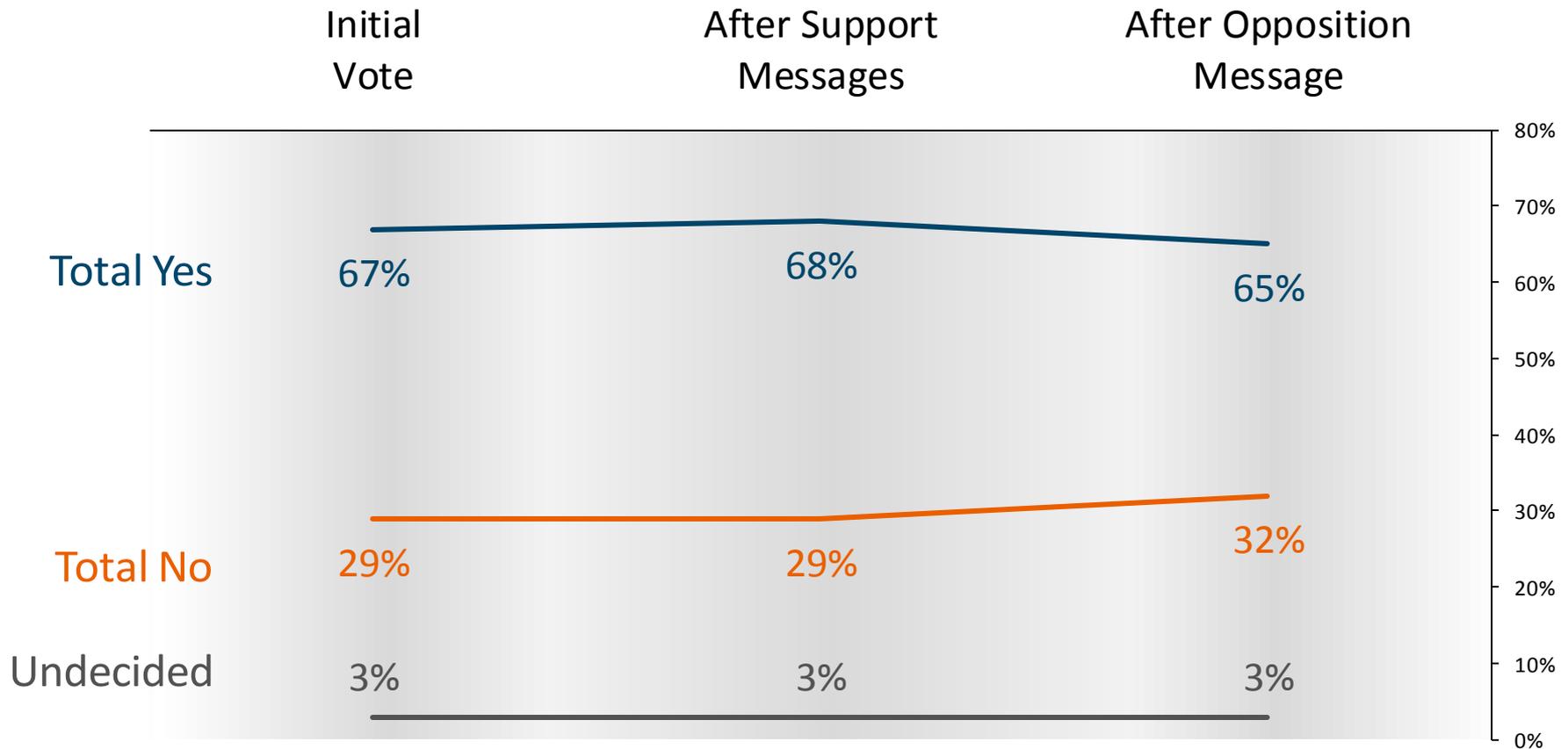
A cultural center is a lower priority.





Messaging

Support for the measure remains strong after messaging from both sides.



Consistent with voters' spending priorities, messages on recreation, preserving the Eagle River for future generations, and protecting water quality resonate most.

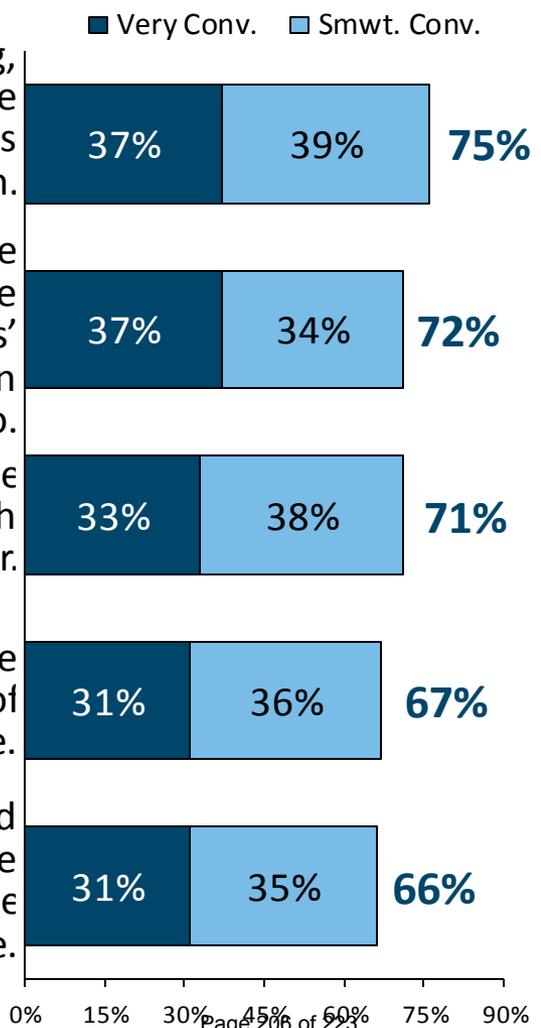
(RECREATION) We use Eagle River, and the lands around it, for rafting, kayaking, tubing, hiking, biking, fishing, and other outdoor activities. This measure ensures permanent and free public access so everyone can enjoy these lands that promote a high quality of life, fitness, and better health.

(FUTURE) This measure represents a unique opportunity to forever protect the Eagle River, clean water, open space, natural areas, and wildlife habitats. We have a responsibility to maintain our community's natural beauty and residents' quality of life for future generations so our children and grandchildren can enjoy it the same way we do.

(WATER) The water provided by the Eagle River is a precious resource for the Town of Eagle. This measure would permanently protect natural areas and fish habitat, and improve the water quality of the Eagle River.

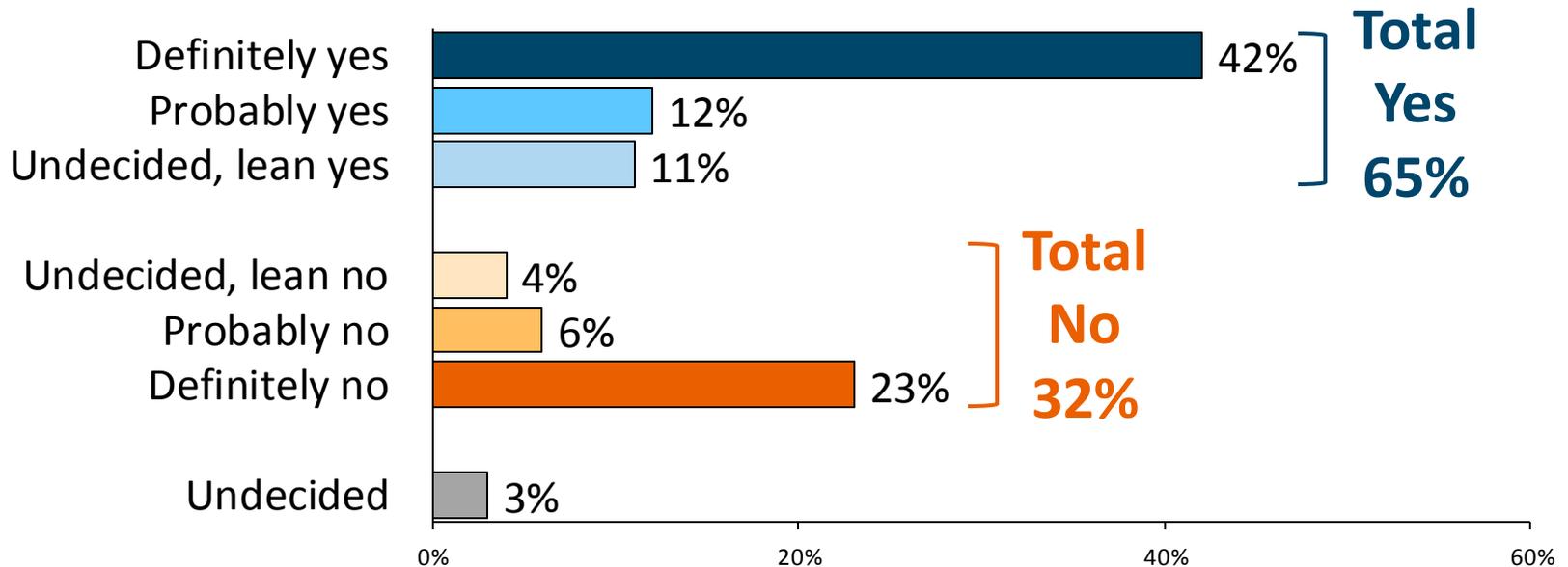
(OUT OF TOWN) Half of the sales tax collected through this measure will be paid by out-of-town visitors. Residents of Eagle will reap the benefits of protecting the Eagle River, and of a new river park at half the price.

(URGENCY) We must act now to protect Eagle's natural areas, clean water, and wildlife before they are gone forever. The longer we wait, the more expensive it will be to protect these, and the more likely it will be that we lose irreplaceable natural areas, water, and wildlife.



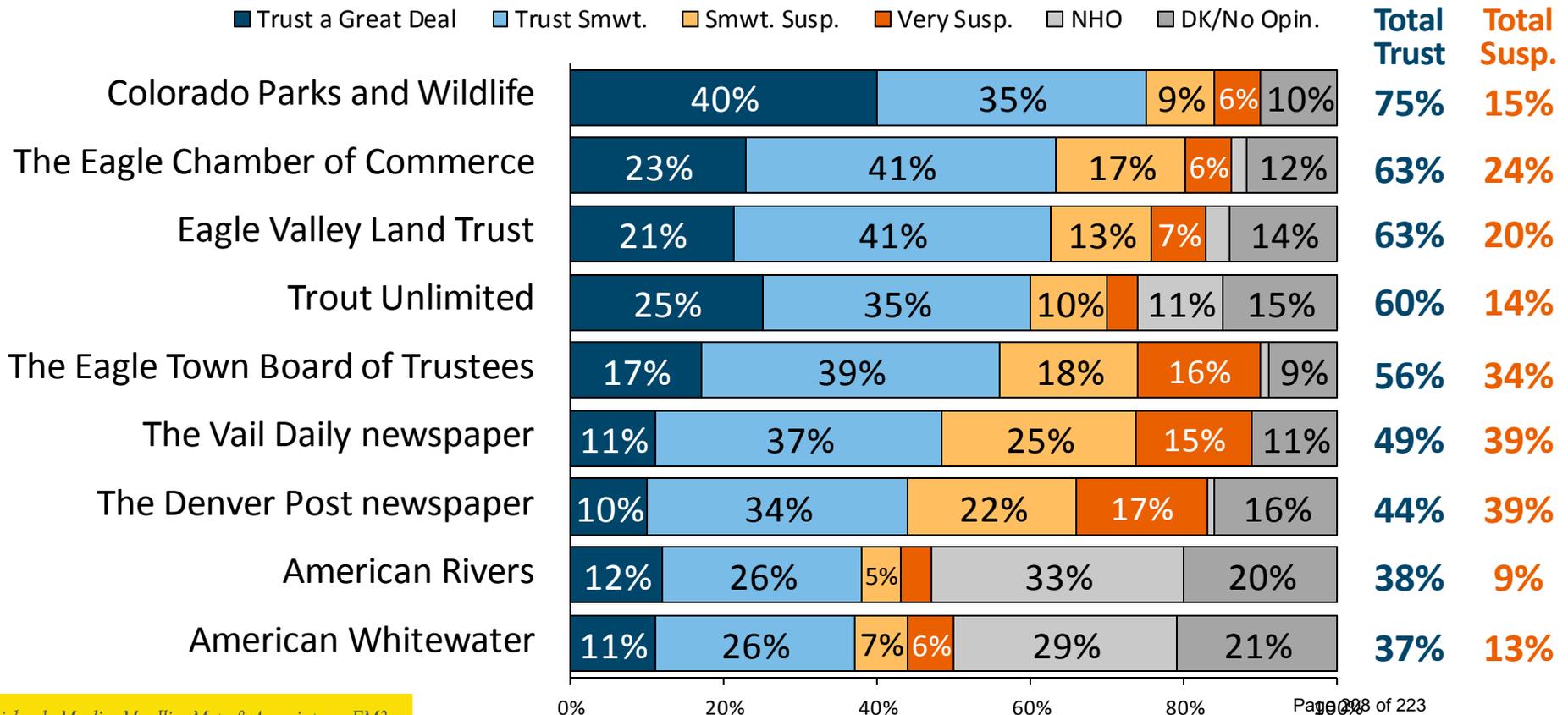
Even after an opposition message, roughly two-thirds remain supportive.

Opponents of this ballot measure say that this sales tax increase being pushed by environmentalists is unfair to residents who would have to pay higher prices. It would also hurt local businesses by driving away customers and tourists who will spend their money elsewhere, and would restrict the use of currently private land that could prevent new economic opportunities and cost our community good-paying jobs. Additionally, there are many more important issues, like education and creating jobs, that the Town should be spending money on. We just cannot trust the Town government bureaucracy to spend this money responsibly.



Voters have confidence in a wide variety of sources of information on the measure.

I am going to read you a list of people and organizations that may take a position on this ballot measure. Please tell me if you would generally trust each person or organization's opinion, or if you would be suspicious of it.





Conclusions & Recommendations

Conclusions & Recommendations

- Voters are overwhelmingly positive about overall conditions in the Town of Eagle.
- Nearly two-thirds have heard something about the Eagle River Corridor Plan.
- Two-thirds of voters initially support a sales tax to fund Town Park improvements – and that support remains largely unchanged after pro and con arguments.
- Most voters are willing to pay as much as six dollars per month to support the measure.
- Voters place a particularly high priority on investments in protecting the Eagle River, its water quality, and neighboring natural areas, as well as providing opportunities for outdoor recreation.
- Given a strong public education effort, the measure appears viable.

For more information, contact:

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Dave@FM3research.com

Lucia Del Puppo

Lucia@FM3research.com

1999 Harrison St., Suite 2020

Oakland, CA 94612

Phone (510) 451-9521

Fax (510) 451-0384

Fairbank, Maslin, Maullin, Metz & Associates – FM3

PUBLIC OPINION RESEARCH & STRATEGY



MEMORANDUM

To: The Town of Eagle and Interested Parties
 From: Peggy Chiu
 Date: July 30, 2015
 Subject: Sales tax and property tax finance mechanisms for proposed river park

Local governments in Colorado enjoy one of the highest success rates for conservation finance ballot measures in the country. Roughly 76 percent of local conservation finance measures (102 of 134) on the ballot in Colorado between 1996 and 2014 were approved. Popular funding mechanisms for land conservation include property taxes, sales taxes, and bonds. The sales tax is the most often used finance mechanism.

This memorandum examines the local sales tax, revenue bonds, property tax, and general obligation bonds as potential public funding options for the river park in the Town of Eagle.

Sales Tax Increase

Sales and use taxes are the largest revenue generator for many municipalities and counties in Colorado. The State levies a 2.9 percent sales tax and Eagle County imposes a 1.5 percent sales tax. There are no statutory caps for local sales tax rate but all tax increases must be approved by a majority of voters.¹

The Town of Eagle currently levies a 4 percent sales tax, which generated approximately \$3 million in 2014.² Of its neighboring municipalities along I-70, the Towns of Vail and Avon also impose a 4 percent sales tax as depicted in the chart below and to the left. The chart below and to the right lists the Colorado municipalities that impose a sales tax higher than 4 percent; note that the Town of Rifle is at 4.25 percent.

Sales Tax Rate Comparison	
Municipality	Sales Tax Rate
Eagle	4%
Vail	4%
Avon	4%
Glenwood Springs	3.7%
Gypsum	3%
Breckenridge	2.5%
Frisco	2%
Silverthorne	2%

Source: Colorado Department of Revenue.
<https://www.colorado.gov/pacific/sites/default/files/DR1002.pdf>

Municipalities with Sales Tax Rates > 4%	
Municipality	Sales Tax Rate
Black Hawk	5.5%
Winter Park	5%
Steamboat Springs	4.75%
Commerce City	4.5%
Telluride	4.5%
Rifle	4.25%

Source: Colorado Department of Revenue.
<https://www.colorado.gov/pacific/sites/default/files/DR1002.pdf>

¹ Effective August 5, 2008 via Senate Bill 08-128, the four percent limit on county and municipal sales and use tax rates was repealed (formerly at Section 29-2-108 of the Colorado Revised Statutes).

² Town of Eagle, "Sales Tax – Revenue Summary by Category," at <http://www.townofeagle.org/DocumentCenter/View/5925> ; Town of Eagle, *2014 Annual Budget*, at 4.

Using the 2014 budgeted total sales tax revenue for the Town of Eagle of \$2,997,300, the chart below estimates the annual revenue potentially generated by various increments of a sales tax increase.

Estimated Revenue and Cost of Sales Tax Increase			
Sales Tax Increase	Estimated Annual Revenue	Household Spending on Taxable Goods**	Annual Cost/Household
0.1%	\$74,933	\$19,453	\$19
0.25%	\$187,331	\$19,453	\$49
0.5%	\$374,663	\$19,453	\$97
0.6%	\$449,595	\$19,453	\$117
0.75%	\$561,994	\$19,453	\$146
1.0%	\$749,325	\$19,453	\$195

***Estimate assumes 31% median household income (\$62,750) spent on taxable items
Source: Census Quickfacts, at <http://quickfacts.census.gov/qfd/states/08/0822200.html>*

As depicted in the table above, a 0.5 percent sales tax increase levied in the town would generate about \$375,000 annually at a cost to the average household of approximately \$97 each year. Spending by residents on taxable goods generates approximately 53 percent of estimated sales tax revenue collections in the town, while visitors and commercial spending generate the remainder.³

Revenue Bond Issuance

If a sales tax for the river play park is considered, the Town of Eagle use the sales tax proceeds to issue a revenue bond. Revenue bonds are payable by a dedication of a specific source of revenue, such as the sales tax, for capital improvement purposes. Voters must approve the issuance of revenue bonds, unless the Town of Eagle has pledged revenue, such as the town open space lodging tax, to a fund for the purpose of the capital improvements. Byway if example, in November 2007, voters in Boulder County approved the extension of a 0.1 percent sales tax for land conservation and authorized the issuance of up to \$40 million in revenue bonds payable from sales tax proceeds.

The chart below provides an estimate of the annual debt service (and therefore, stream of revenue) necessary for \$2 million, \$3, million, \$5 million, and \$10 million revenue bond issuances.

Revenue Bond Financing Costs			
<i>Assumes 5.5% Interest Rate</i>			
Bond Issue	Interest Rate	Years to Maturity	Annual Debt Svce
\$2,000,000	5.5%	10	\$265,336
\$2,000,000	5.5%	20	\$167,359
\$3,000,000	5.5%	10	\$398,003
\$3,000,000	5.5%	20	\$251,038
\$5,000,000	5.5%	10	\$663,339
\$5,000,000	5.5%	20	\$418,397
\$10,000,000	5.5%	10	\$1,326,678
\$10,000,000	5.5%	20	\$836,793

³ Based on number of households in town (2,053) multiplied by the average household spending on taxable goods (\$19,453).

Property Tax Increase

According to the Eagle County Assessor’s “Abstract of Levies for 2014,” the Town of Eagle imposes a 4.499 mill levy. Of this town mill levy, 2.65 mills supports the general fund with the remaining 1.849 mills going toward the loan payment for the wastewater fund.⁴ Altogether, there are ten governmental entities that impose a property tax in the Town of Eagle such that the total Eagle mill levy is approximately 60 mills though the property tax for Eagle Ranch residents is 107 mills due to the Eagle Ranch Metro District assessment.

The Town of Eagle could consider a property tax increase for the river play park and de-Bruce the new revenue pursuant to TABOR via ballot language and a town resolution that specifically exempts new property tax proceeds from TABOR requirements. Based on a total 2014 assessed valuation of \$94.4 million, the table below illustrates the annual revenue generated and cost per household of various property tax increases

Estimated Revenue and Cost of Additional Mill Levy				
Mill Increase	Assessed valuation	Annual revenue	Cost/Year/\$500K house**	Cost per average household***
1.00	\$ 94,368,910	\$ 94,369	\$ 39.80	\$ 21.87
1.50	\$ 94,368,910	\$ 141,553	\$ 59.70	\$ 32.81
2.00	\$ 94,368,910	\$ 235,922	\$ 79.60	\$ 43.75
2.50	\$ 94,368,910	\$ 235,922	\$ 99.50	\$ 54.69
3.00	\$ 94,368,910	\$ 283,107	\$ 119.40	\$ 65.62
3.50	\$ 94,368,910	\$ 330,291	\$ 139.30	\$ 76.56
4.00	\$ 94,368,910	\$ 377,476	\$ 159.20	\$ 87.50
4.20	\$ 94,368,910	\$ 396,349	\$ 167.16	\$ 91.87

*Total assessed valuation of \$94,368,910 for 2014.

**In Colorado, total taxable value is 7.96% of total assessed value.

***Cost per household calculated based on median home value of \$274,800 and taxable home value is \$21,874.

Source: "Abstract of Assessments and Levies for 2104," Eagle County.

General Obligation Bond Issuance

The Town of Eagle may also issue general obligation bonds for “any public purpose” and for the acquisition of land for parks with the approval of a majority of voters.⁵ The total amount of indebtedness may not exceed three percent of the actual value of the taxable property in the Town of Eagle, or \$2.8 million (debt for supply of water is excepted from the debt limitation).

General Obligation Bond Financing Costs				
Bond Issue	Annual Debt Service	Mill Levy Increase	Cost/Yr/ 500K House	Cost per avg household (\$274,800)
\$ 1,000,000	\$129,505	1.372	\$ 54.62	\$ 30
\$ 2,000,000	\$259,009	2.745	\$ 109.24	\$ 60
\$ 2,800,000	\$362,613	3.843	\$ 152.93	\$ 84
\$ 3,000,000	\$388,514	4.117	\$ 163.86	\$ 90

Assumes a 10-year bond issues at 5.0% interest rate, based on the average interest rate of local bonds.

⁴ “2014 Annual Budget,” Town of Eagle, at 4 and 54.

⁵§31-15-302; §31-25-302(2) (“(2) No indebtedness shall be created nor shall any bonds be issued for acquiring such parks or establishing such boulevards, parkways, or roads unless the question of incurring such debt and issuing such bonds has been submitted, at a regular election in such town, to a vote of those persons qualified to vote on authorization of other bonded indebtedness and approved as required by section 31-15-302 (1) (d).”)

2015 Election Calendar

2015 coordinated election date: November 3, 2015

Dates of note:

- 24 July (Friday) – Last day for a political subdivision to notify the county clerk in writing that it has taken formal action and intends to participate in the Coordinated Election.
- 3 August (Monday), 3pm – Last day to file an initiative petition with the Secretary of State for the 2015 Coordinated Election. (No later than 3 months before the election)
- 5 August (Wednesday) -- Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (no later than 90 days before the election)
- 20 August (Thursday) -- Last day for the Secretary of State to give written approval or disapproval to a submitted mail ballot plan, if the plan was filed on August 5th. (within 15 days after submission of the plan)
- 25 August (Tuesday) -- Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2015 Coordinated Election. (no later than 70 days before the election)
- 4 September (Friday) – Last day for the designated election official to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of the county. (No later than 60 days before the election)
- 18 September (Friday) – Last day to file pro/con comments pertaining to local ballot issues to be included in the ballot issue notice. (Friday before the 45th day before the election)
- 24 September (Thursday) -- Last day for the Secretary of State to give written approval to a mail ballot plan submitted by a designated election official for a nonpartisan election, if plan was filed on September 9th. (within 15 days after submission of the plan)
- 2 October (Friday) – Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)
- 16 October (Friday) -- Deadline for the county clerk to send mail ballots to each active elector for the Coordinated Election. (no later than 18 days before the Election)
- 3 November (Tuesday) – Election Day. All ballots must be in the hands of the county clerk by 7:00pm on election day in order to be counted. Ballots cast by military and overseas voters must be sent no later than 7:00pm on election day and received by the close of business on the 8th day after the election.



MEMORANDUM

To: The Town of Eagle and Interested Parties
 From: Peggy Chiu
 Date: August 24, 2015
 Subject: Updates sales tax and revenue bond calculations for proposed river park

Sales Tax Increase

Using the 2014 actual total sales tax revenue for the Town of Eagle of \$3,013,020, the chart below estimates the annual revenue potentially generated by various increments of a sales tax increase.

Estimated Revenue and Cost of Sales Tax Increase			
Sales Tax Increase	Estimated Annual Revenue	Household Spending on Taxable Goods**	Annual Cost/Household
0.1%	\$75,326	\$19,453	\$19
0.25%	\$188,314	\$19,453	\$49
0.3%	\$225,977	\$19,453	\$58
0.4%	\$282,471	\$19,453	\$78
0.5%	\$376,628	\$19,453	\$97
0.6%	\$451,953	\$19,453	\$117
0.75%	\$564,941	\$19,453	\$146
1.0%	\$753,255	\$19,453	\$195

***Estimate assumes 31% median household income (\$62,750) spent on taxable items
 Source: Census Quickfacts, at <http://quickfacts.census.gov/qfd/states/08/0822200.html>*

As depicted above, a 0.3 percent sales tax increase levied in the town would generate about \$226,000 annually at a cost to the average household of approximately \$58 each year. However, given the increase in revenue generated by the sales tax in recent years, a more accurate estimate of a **0.3 percent sales tax increase** in calendar year 2016 would most likely be closer to **\$249,000**. Spending by residents on taxable goods generates approximately 53 percent of estimated sales tax revenue collections in the town, while visitors and commercial spending generate the remainder.

Revenue Bond Issuance

If a sales tax for the river play park is considered, the Town of Eagle use the sales tax proceeds to issue a revenue bond. Revenue bonds are payable by a dedication of a specific source of revenue, such as the sales tax, for capital improvement purposes. Voters must approve the issuance of revenue bonds, unless the Town of Eagle has pledged revenue, such as the town open space lodging tax, to a fund for the purpose of the capital improvements. For example, in November 2007, voters in Boulder County approved the extension of a 0.1 percent sales tax for land conservation and authorized the issuance of up to \$40 million in revenue bonds payable from sales tax proceeds.

The chart below provides an estimate of the annual debt service (and therefore, stream of revenue) necessary for \$2 million to \$6 million revenue bond issuances. A 0.3% sales tax increase that generates \$249,000 annually could support the debt service on a \$3 million revenue bond issuance.

Revenue Bond Financing Costs			
Bond Issue	Interest Rate*	Years to Maturity	Annual Debt
\$2,000,000	4.5%	20	\$153,752
\$3,000,000	4.5%	20	\$230,628
\$4,000,000	4.5%	20	\$307,505
\$5,000,000	4.5%	20	\$384,381
\$6,000,000	4.5%	20	\$461,257

*Assumes 4.5% Interest Rate.



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\$6,000,000	4.5%	20	\$461,257

*Assumes 4.5% Interest Rate.

TOWN OF EAGLE - ESTIMATED REVENUE WITH SALES TAX INCREASE PROPOSAL

SALES TAX PROJECTIONS - 5% Annual Increase													
	S2014 Actual	2015 Revised Budget	2016 Budget	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
	\$ 3,013,020	\$ 3,357,880	\$ 3,525,774	\$ 3,702,063	\$ 3,887,166	\$ 4,081,524	\$ 4,285,600	\$ 4,499,880	\$ 4,724,874	\$ 4,961,118	\$ 5,209,174	\$ 5,469,633	\$ 50,717,706
Sales Tax Increase	Estimated Annual Revenue												
0.25%	\$ 188,313.75	\$ 209,867.50	\$ 220,360.88	\$ 231,378.92	\$ 242,947.86	\$ 255,095.26	\$ 267,850.02	\$ 281,242.52	\$ 295,304.65	\$ 310,069.88	\$ 325,573.37	\$ 341,852.04	\$ 3,169,857
0.3%	\$ 225,976.50	\$ 251,841.00	\$ 264,433.05	\$ 277,654.70	\$ 291,537.44	\$ 306,114.31	\$ 321,420.02	\$ 337,491.03	\$ 354,365.58	\$ 372,083.86	\$ 390,688.05	\$ 410,222.45	\$ 3,803,828
0.5%	\$ 376,627.50	\$ 419,735.00	\$ 440,721.75	\$ 462,757.84	\$ 485,895.73	\$ 510,190.52	\$ 535,700.04	\$ 562,485.04	\$ 590,609.30	\$ 620,139.76	\$ 651,146.75	\$ 683,704.09	\$ 6,339,713
0.6%	\$ 451,953.00	\$ 503,682.00	\$ 528,866.10	\$ 555,309.41	\$ 583,074.88	\$ 612,228.62	\$ 642,840.05	\$ 674,982.05	\$ 708,731.16	\$ 744,167.71	\$ 781,376.10	\$ 820,444.90	\$ 7,607,656

SALES TAX PROJECTIONS - 2% Annual Increase													
	S2014 Actual	2015 Revised Budget	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
	\$ 3,013,020	\$ 3,357,880	\$ 3,425,038	\$ 3,493,538	\$ 3,563,409	\$ 3,634,677	\$ 3,707,371	\$ 3,781,518	\$ 3,857,149	\$ 3,934,292	\$ 4,012,977	\$ 4,093,237	\$ 43,874,106
Sales Tax Increase	Estimated Annual Revenue												
0.25%	\$ 188,313.75	\$ 209,867.50	\$ 214,064.85	\$ 218,346.15	\$ 222,713.07	\$ 227,167.33	\$ 231,710.68	\$ 236,344.89	\$ 241,071.79	\$ 245,893.23	\$ 250,811.09	\$ 255,827.31	\$ 2,742,132
0.3%	\$ 225,976.50	\$ 251,841.00	\$ 256,877.82	\$ 262,015.38	\$ 267,255.68	\$ 272,600.80	\$ 278,052.81	\$ 283,613.87	\$ 289,286.15	\$ 295,071.87	\$ 300,973.31	\$ 306,992.77	\$ 3,290,558
0.5%	\$ 376,627.50	\$ 419,735.00	\$ 428,129.70	\$ 436,692.29	\$ 445,426.14	\$ 454,334.66	\$ 463,421.36	\$ 472,689.78	\$ 482,143.58	\$ 491,786.45	\$ 501,622.18	\$ 511,654.62	\$ 5,484,263
0.6%	\$ 451,953.00	\$ 503,682.00	\$ 513,755.64	\$ 524,030.75	\$ 534,511.37	\$ 545,201.60	\$ 556,105.63	\$ 567,227.74	\$ 578,572.29	\$ 590,143.74	\$ 601,946.62	\$ 613,985.55	\$ 6,581,116

SALES TAX PROJECTIONS - 0% Annual Increase													
	S2014 Actual	2015 Revised Budget	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
	\$ 3,013,020	\$ 3,357,880	\$ 3,357,880	\$ 3,357,880	\$ 3,357,880	\$ 3,357,880	\$ 3,357,880	\$ 3,357,880	\$ 3,357,880	\$ 3,357,880	\$ 3,357,880	\$ 3,357,880	\$ 39,949,700
Sales Tax Increase	Estimated Annual Revenue												
0.25%	\$ 188,313.75	\$ 209,867.50	\$ 209,867.50	\$ 209,867.50	\$ 209,867.50	\$ 209,867.50	\$ 209,867.50	\$ 209,867.50	\$ 209,867.50	\$ 209,867.50	\$ 209,867.50	\$ 209,867.50	\$ 2,496,856
0.3%	\$ 225,976.50	\$ 251,841.00	\$ 251,841.00	\$ 251,841.00	\$ 251,841.00	\$ 251,841.00	\$ 251,841.00	\$ 251,841.00	\$ 251,841.00	\$ 251,841.00	\$ 251,841.00	\$ 251,841.00	\$ 2,996,228
0.5%	\$ 376,627.50	\$ 419,735.00	\$ 419,735.00	\$ 419,735.00	\$ 419,735.00	\$ 419,735.00	\$ 419,735.00	\$ 419,735.00	\$ 419,735.00	\$ 419,735.00	\$ 419,735.00	\$ 419,735.00	\$ 4,993,713
0.6%	\$ 451,953.00	\$ 503,682.00	\$ 503,682.00	\$ 503,682.00	\$ 503,682.00	\$ 503,682.00	\$ 503,682.00	\$ 503,682.00	\$ 503,682.00	\$ 503,682.00	\$ 503,682.00	\$ 503,682.00	\$ 5,992,455

SALES TAX PROJECTIONS - -2% Annual Decrease													
	S2014 Actual	2015 Revised Budget	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
	\$ 3,013,020	\$ 3,357,880	\$ 3,290,722	\$ 3,224,908	\$ 3,160,410	\$ 3,097,202	\$ 3,035,258	\$ 2,974,552	\$ 2,915,061	\$ 2,856,760	\$ 2,799,625	\$ 2,743,632	\$ 36,469,031
Sales Tax Increase	Estimated Annual Revenue												
0.25%	\$ 188,313.75	\$ 209,867.50	\$ 205,670.15	\$ 201,556.75	\$ 197,525.61	\$ 193,575.10	\$ 189,703.60	\$ 185,909.53	\$ 182,191.34	\$ 178,547.51	\$ 174,976.56	\$ 171,477.03	\$ 2,279,314
0.3%	\$ 225,976.50	\$ 251,841.00	\$ 246,804.18	\$ 241,868.10	\$ 237,030.73	\$ 232,290.12	\$ 227,644.32	\$ 223,091.43	\$ 218,629.60	\$ 214,257.01	\$ 209,971.87	\$ 205,772.43	\$ 2,735,177
0.5%	\$ 376,627.50	\$ 419,735.00	\$ 411,340.30	\$ 403,113.49	\$ 395,051.22	\$ 387,150.20	\$ 379,407.20	\$ 371,819.05	\$ 364,382.67	\$ 357,095.02	\$ 349,953.12	\$ 342,954.05	\$ 4,558,629
0.6%	\$ 451,953.00	\$ 503,682.00	\$ 493,608.36	\$ 483,736.19	\$ 474,061.47	\$ 464,580.24	\$ 455,288.63	\$ 446,182.86	\$ 437,259.20	\$ 428,514.02	\$ 419,943.74	\$ 411,544.87	\$ 5,470,355



The Town of Eagle

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

Meetings:
2nd and 4th Tuesdays

To: Mayor and Town Board
From: Jenny Rakow, CMC Town Clerk
Date: January 26, 2016 Town Board Meeting
Re: Election Calendar to Review

ELECTION CALENDAR

We will need to approve ballot language at the February 9th meeting or call a special meeting prior to February 22nd. The lot drawing for candidates (order of appearance on ballot) will be done at the February 9th meeting. Candidates are requested to attend so they can see the process, it will not be required.

I have secured quotes from printer for ballots and tabor notice. I am on their calendar and will only need to submit approved ballot language and candidates. They will print and mail.

I have secured two judges and intend to secure three more for the election. We can begin counting ballots prior to Election Day (done in batches and is confidential and not tallied). This will decrease the hours spent counting by judges on Election Day and alleviate excessive work hours for them on such a long day. I will be proposing to pay judges \$15 per hour for ballot counting prior to Election Day and \$200 for working on Election Day. You will receive this request in a Resolution for approval at the March 8th Board meeting. Let me know if you have any questions.

Some key dates for the election are as follows:

January 5, 2016 <i>Tuesday</i>	FIRST DAY Nomination Petitions can be circulated CRS. 31-10-909(a)
January 25, 2016 <i>Monday</i>	<input type="checkbox"/> LAST DAY that nomination petitions may be circulated and signed prior to the regular election. CRS. 31-10-909 (a) <input type="checkbox"/> LAST DAY for nomination petitions to be filed with the municipal clerk. CRS. 31-10-909 (a)
February 1, 2016 <i>Monday</i>	<input type="checkbox"/> WRITE IN CANDIDATE: If the governing body has so approved by ordinance, no write-in vote for any municipal office shall be counted unless an <u>affidavit of intent</u> has been filed with the clerk prior to 64 days before the day of the

	election by the person whose name is to be written in indicating that such person desires the office and is qualified to assume the duties of that office if elected. CRS 31-10-912
February 2, 2016 <i>Tuesday</i>	<input type="checkbox"/> **LAST DAY to withdraw nomination petition. See requirements in Elections Book or CRS 31-10-909 (b)
February 9, 2016 <i>Tuesday</i>	<input type="checkbox"/> TBOT LOT DRAWING for names on ballot; candidates MUST be present at BOT to sign their letter of acceptance/withdraw for candidacy
February 19, 2016 <i>Friday</i>	<input type="checkbox"/> LAST DAY to file written comments concerning TABOR issues to be included in the issue mailing.
February 22, 2016 <i>Monday</i>	<input type="checkbox"/> LAST DAY for petition representatives for TABOR initiated measures, to submit a summary of comments in FAVOR of the measure to the DEO. (Title 1-7-903(3)) <input type="checkbox"/> ORDER Ballots 5:00 pm (last day to mail ballots is March 17th)
March 7, 2016 <i>Monday</i>	<input type="checkbox"/> LAST DAY to mail TABOR Ballot Issue Notice to all "Registered households" (CO. Constitution Art. 10, 20(3)(b) CRS 1-7-901
March 14, 2016 <i>Monday</i> *No sooner than 22 Days and no later Than 15 Days	<input type="checkbox"/> *FIRST DAY DEO can mail out ballots CRS 31-10-910(2)(a) <input type="checkbox"/> FIRST DAY ballots can be made available at the DEO Office CRS 31-10-910(2)(d) <input type="checkbox"/> Secure Judges
March 17, 2016 <i>Thursday</i>	<input type="checkbox"/> LAST DAY Ballots can be mailed
March 21, 2016 <i>Monday</i>	<input type="checkbox"/> LAST DAY for the TBOT to appoint election judges or to delegate to the Clerk the authority and responsibility to appoint election judges. (MINIMUM OF THREE JUDGES ARE NEEDED FOR ELECTION) CRS 31-10-401 <input type="checkbox"/> FIRST DAY Mail Ballots may be counted. CRS 31-10-911 <input type="checkbox"/> LAST DAY mail ballots may be mailed to registered elector CRS 31-10-910(2)(a)
April 5, 2016 <i>Tuesday</i>	ELECTION DAY
April 13, 2016	<input type="checkbox"/> LAST DAY ballots of overseas and military voters may be received in order to be counted. (UOCAVA)
April 15, 2016 <i>Tuesday</i>	<input type="checkbox"/> LAST DAY for municipal clerk to open the returns and make all abstracts of votes for each office in the presence of the Mayor or other assistant. CRS 31-10-1201 <input type="checkbox"/> LAST DAY an interested party may request a recount, at their expense. CRS 31-10-1207 <input type="checkbox"/> CANVASS must be completed and election results certified; copy of the Official Abstract of Votes Cast must be sent to SOS; newspaper; website. CRS. 31-10-1201 ** Results are official only after canvass <input type="checkbox"/> Clerk shall notify the SOS of election results CRS 31-10-1205(2)

April 26, 2016
Tuesday

**FIRST REGULAR MEETING FOR NEW BOARD MEMBERS TO BE
SWORN IN**